

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

## TOWN COUNCIL REGULAR MEETING

### AGENDA

**JUNE 04, 2024 – 6:00 PM**



**Community Open Discussion Meeting Precedes Meeting from 6:00-6:30 PM  
(on Non-Agenda Items)**

**Anita Kane, Mayor (Seat 3)**

**Phillis Maniglia, Councilmember (Seat 1)**

**Laura Danowski, Councilmember (Seat 2)**

**Robert Shorr, Councilmember (Seat 4) Margaret Herzog, Vice Mayor (Seat 5)**

### **Administration**

Town Manager, Francine L. Ramaglia

Town Attorney, Torcivia, Donlon, Goddeau and Rubin, P.A.

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

**Civility:** Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

**Special Needs:** In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

**Quasi-Judicial Hearings:** Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

**Appeal of Decision:** If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

**Consent Calendar:** Those matters included under the Consent Calendar are typically self-explanatory, non controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

## **TOWN COUNCIL AGENDA ITEMS**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **MOMENT OF SILENCE**

### **ROLL CALL**

### **ADDITIONS, DELETIONS AND MODIFICATIONS**

### **COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

*Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.*

### **PRESENTATIONS**

1. Presentation from the Commission on Ethics by Gina Levesque, Intake and Compliance Manager
- [2.](#) Updates on the Building Department by Jacek Tomasik, Building Official

### **CONSENT AGENDA**

- [3.](#) Consideration of Approval of Meeting Minutes:
  - a. January 9, 2024 - Town Council Regular Meeting
  - b. January 23, 2024 - Town Council Community Discussion Workshop Meeting
  - c. January 23, 2024 - Town Council Regular Meeting
  - d. February 6, 2024 - Town Council Community Discussion Workshop Meeting
- [4.](#) Approval of **Resolution No. 2024-31**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH STEFFEN & SONS STRIPING, LLC FOR ROADWAY STRIPING AND PAVEMENT MARKING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.



5. Approval of **Resolution No. 2024-32**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH ODUMS SOD, INC., FOR GOODS AND SERVICES PURSUANT TO VILLAGE OF WELLINGTON ITB202312; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
6. Approval on **Resolution No. 2024-33**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH SOUTHEAST HIGHWAY GUARDRAIL AND ATTENUATORS, LLC, UTILIZING THE PALM BEACH COUNTY PROJECT NO. 2022054: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
7. Approval on **Resolution No. 2024-35**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING EASEMENTS; PROVIDING AN EFFECTIVE DATE.

#### **REGULAR AGENDA**

8. Approval of **Resolution No. 2024-34**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND SHERIFF RIC L. BRADSHAW AND PROVIDING AN EFFECTIVE DATE.

#### **PUBLIC HEARING**

9. Consideration of **Ordinance No. 2024-03** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” TO REORGANIZE ITS PROVISIONS, TO PROVIDE FOR ADOPTION BY RESOLUTION OF SUPPLEMENTAL RULES OF PROCEDURE, DECORUM, AND ORDER FOR MEETINGS OF THE TOWN COUNCIL AND TOWN BOARDS, AND TO REPLACE REFERENCES TO CITIZEN REQUESTS WITH REFERENCES TO PUBLIC COMMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

10. Consideration of ***Ordinance No. 2024-06*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
11. Consideration of ***Ordinance No. 2024-05*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF’S OFFICE (“PBSO”) OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
12. Consideration of ***Ordinance No. 2024-04*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT TO SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

### **DISCUSSION**

13. Discussion on Recreational Vehicle Ordinance
14. Discussion on the Sign Code Updates and Interim Enforcement
15. Discussion on Committees and Committee Appointments
16. Discussion on Roadway & Drainage Updates
17. Updates, Items of Interest and Future Agenda Items

### **TOWN STAFF COMMENTS**

**Town Manager Francine L. Ramaglia**

**Town Attorney - Torcivia, Donlon, Goddeau and Rubin, P.A.**

**Public Works Director Richard Gallant**

**Town Clerk Valerie Oakes**

**TOWN COUNCILMEMBER COMMENTS**

**Councilmember Laura Danowski (Seat 2)**

**Councilmember Phillis Maniglia (Seat 1)**

**Councilmember Robert Shorr (Seat 4)**

**Vice Mayor Margaret Herzog (Seat 5)**

**Mayor Anita Kane (Seat 3)**

**ADJOURNMENT**

**Comment Cards:**

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

The Building Department quarterly report is intended to inform the Town Council and the residents of various permitting activities as well as the most recent improvements in the overall permitting process

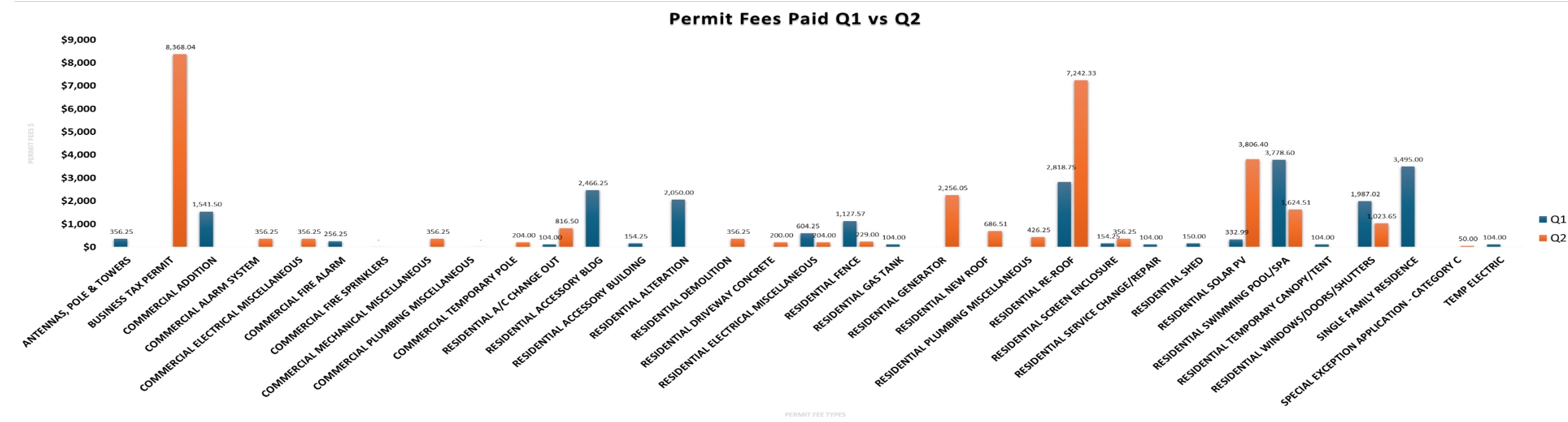
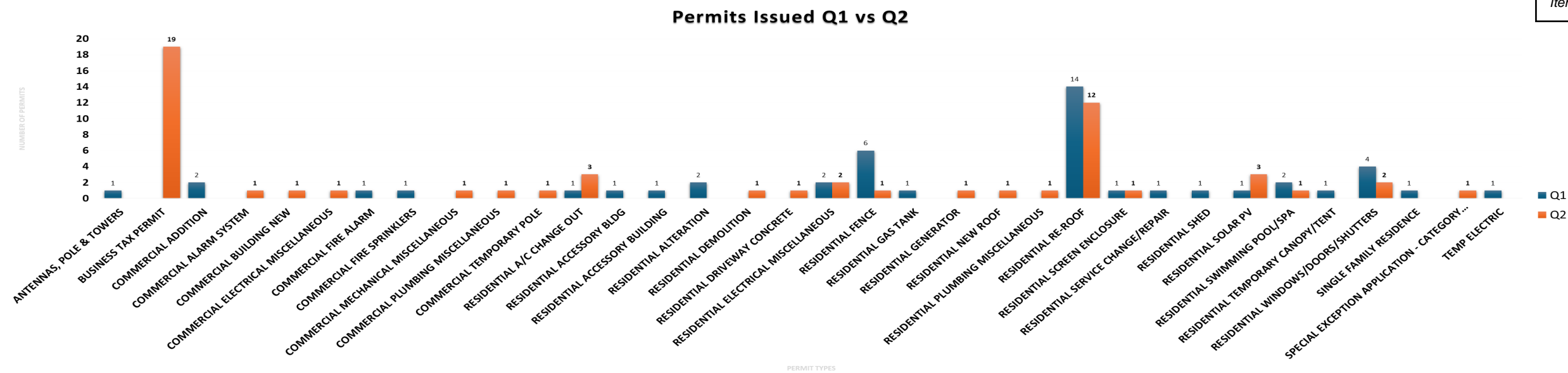
## BUILDING PERMIT ACTIVITIES THIS QUARTER

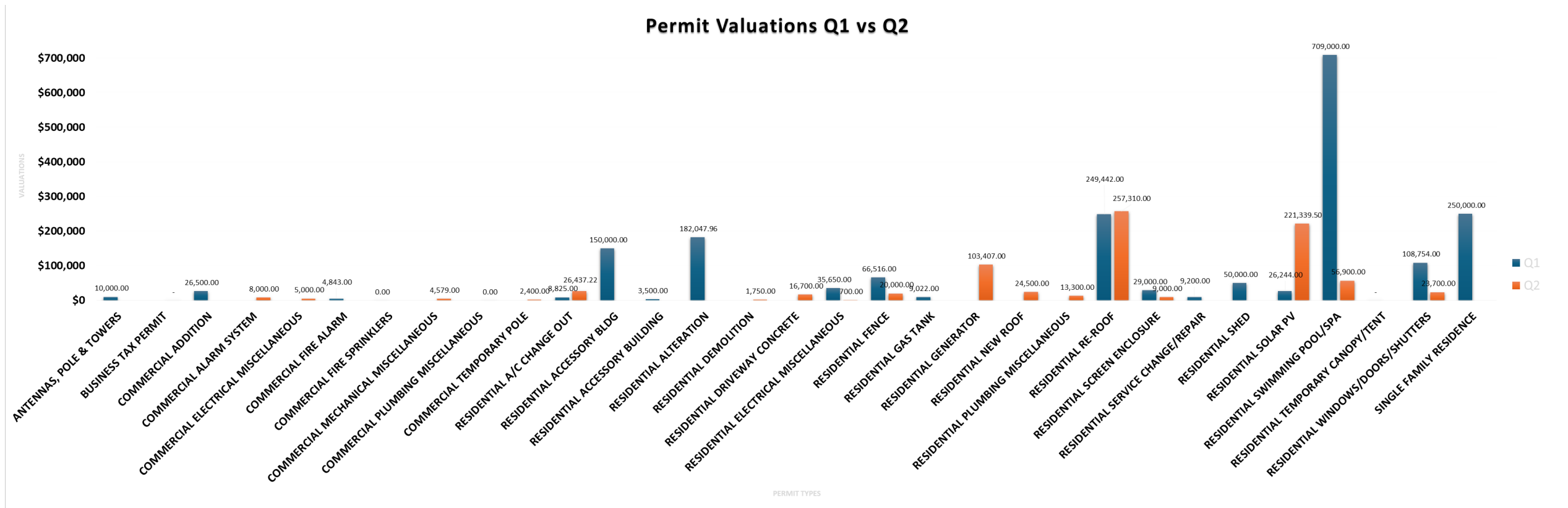
- Issued **56** Building Permits for the total construction value of **\$4,637,721.72**
- Performed 205 Inspections and 101 Plan Reviews
- Collected **\$123,000.00** in permit fees

## PERMIT ACTIVITY AND FEES COLLECTED FOR PERMITTING SERVICES

Data	<u>Oct-23</u>	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>
Total Fees \$	25,839	26,831	17,236	25,712	21,171	114,474
Zoning Fees \$	2,784	1,000	450	4,650	2,700	1,650
DBPR Fees \$	49	152	117	251	148	1,289
DCA Fees \$	37	106	81	170	101	862
Building Permit Fees \$	4,503	15,747	8,543	18,191	12,747	92,162
CGA Revenue \$	4,053	14,173	7,689	16,372	11,473	82,946
Municipality Revenue \$	21,700	12,400	9,349	8,919	9,450	29,377
Total Job Value \$	252,529	584,311	431,104	216,637	268,867	4,109,300
Total Res Job Value \$	247,686	562,811	421,104	216,637	268,867	246,622
Total Com Job Value \$	4,843	21,500	10,000	0	0	3,862,678
New Jobs	53	45	40	27	59	38
Permits Completed	12	8	1	10	6	8
Permits Voided	13	14	20	11	19	21
Permits Expired					3	
Permits Issued	28	22	12	14	25	17
Inspections Completed	91	74	52	76	55	74
Reviews Completed	35	25	15	17	37	47
Reviews Assigned	30	25	20	20	38	57
Reviews Completed Late	10	3	7	4	2	9
Res Fees \$	3,404	11,023	7,453	16,471	8,592	21,664
Res Permits	19	19	8	12	17	18
Com Fees \$	4,604	5,024	586	816	2,475	72,201
Com Permits	22	10	3	4	9	13
Unclassified Fees \$	15,247	8,100	7,474	5,854	7,986	9,161
Unclassified Permits	9	5	6	5	15	8

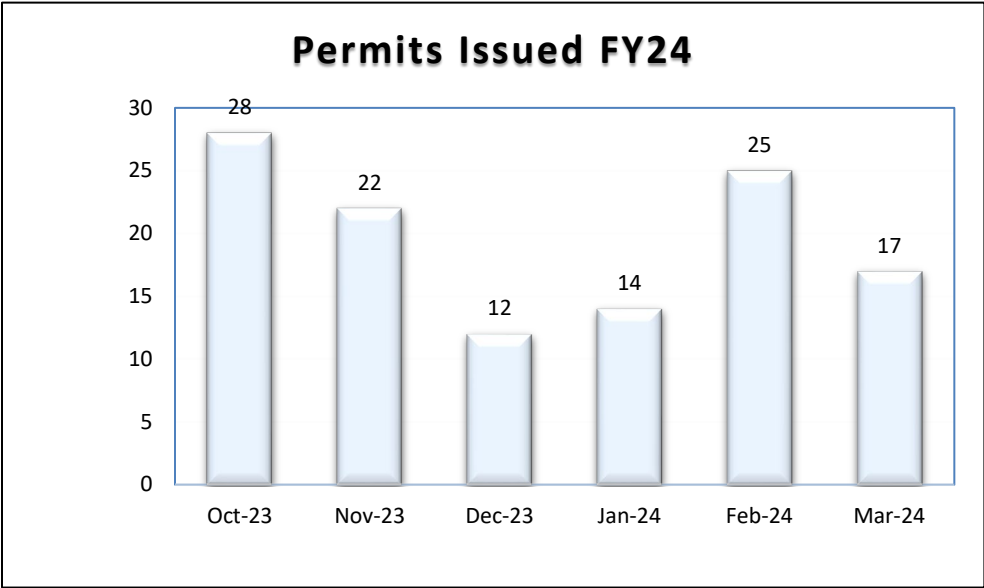
1st Quarter					2nd Quarter			
<u>Permit Type</u>	<u>Permits Issued</u>	<u>Valuation</u>	<u>Fees Paid</u>	-			<u>Valuation</u>	<u>Fees Paid</u>
ANTENNAS, POLE & TOWERS	1	\$10,000.00	\$356.25		BUSINESS TAX PERMIT	19	\$0.00	\$8,368.04
COMMERCIAL ADDITION	2	\$26,500.00	\$1,541.50		COMMERCIAL ALARM SYSTEM	1	\$8,000.00	\$356.25
COMMERCIAL FIRE ALARM	1	\$4,843.00	\$256.25		COMMERCIAL BUILDING NEW	1	\$3,842,699.00	\$70,252.48
COMMERCIAL FIRE SPRINKLERS	1	\$0.00	\$0.00		COMMERCIAL ELECTRICAL MISCELLANEOUS	1	\$5,000.00	\$356.25
RESIDENTIAL A/C CHANGE OUT	1	\$8,825.00	\$104.00		COMMERCIAL MECHANICAL MISCELLANEOUS	1	\$4,579.00	\$356.25
RESIDENTIAL ACCESSORY BLDG	1	\$150,000.00	\$2,466.25		COMMERCIAL PLUMBING MISCELLANEOUS	1	\$0.00	\$0.00
RESIDENTIAL ACCESSORY BUILDING	1	\$3,500.00	\$154.25		COMMERCIAL TEMPORARY POLE	1	\$2,400.00	\$204.00
RESIDENTIAL ALTERATION	2	\$182,047.96	\$2,050.00		RESIDENTIAL A/C CHANGE OUT	3	\$26,437.22	\$816.50
RESIDENTIAL ELECTRICAL MISCELLANEOUS	2	\$35,650.00	\$604.25		RESIDENTIAL DEMOLITION	1	\$1,750.00	\$356.25
RESIDENTIAL FENCE	6	\$66,516.00	\$1,127.57		RESIDENTIAL DRIVEWAY CONCRETE	1	\$16,700.00	\$200.00
RESIDENTIAL GAS TANK	1	\$9,022.00	\$104.00		RESIDENTIAL ELECTRICAL MISCELLANEOUS	2	\$700.00	\$204.00
RESIDENTIAL RE-ROOF	14	\$249,442.00	\$2,818.75		RESIDENTIAL FENCE	1	\$20,000.00	\$229.00
RESIDENTIAL SCREEN ENCLOSURE	1	\$29,000.00	\$154.25		RESIDENTIAL GENERATOR	1	\$103,407.00	\$2,256.05
RESIDENTIAL SERVICE CHANGE/REPAIR	1	\$9,200.00	\$104.00		RESIDENTIAL NEW ROOF	1	\$24,500.00	\$686.51
RESIDENTIAL SHED	1	\$50,000.00	\$150.00		RESIDENTIAL PLUMBING MISCELLANEOUS	1	\$13,300.00	\$426.25
RESIDENTIAL SOLAR PV	1	\$26,244.00	\$332.99		RESIDENTIAL RE-ROOF	12	\$257,310.00	\$7,242.33
RESIDENTIAL SWIMMING POOL/SPA	2	\$709,000.00	\$3,778.60		RESIDENTIAL SCREEN ENCLOSURE	1	\$9,000.00	\$356.25
RESIDENTIAL TEMPORARY CANOPY/TENT	1	\$0.00	\$104.00		RESIDENTIAL SOLAR PV	3	\$221,339.50	\$3,806.40
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	4	\$108,754.00	\$1,987.02		RESIDENTIAL SWIMMING POOL/SPA	1	\$56,900.00	\$1,624.51
SINGLE FAMILY RESIDENCE	1	\$250,000.00	\$3,495.00		RESIDENTIAL WINDOWS/DOORS/SHUTTERS	2	\$23,700.00	\$1,023.65
TEMP ELECTRIC	1	\$0.00	\$104.00		SPECIAL EXCEPTION APPLICATION - CATEGORY C	1	\$0.00	\$50.00
<b>TOTAL</b>			<b>\$21,792.93</b>					<b>\$99,170.97</b>



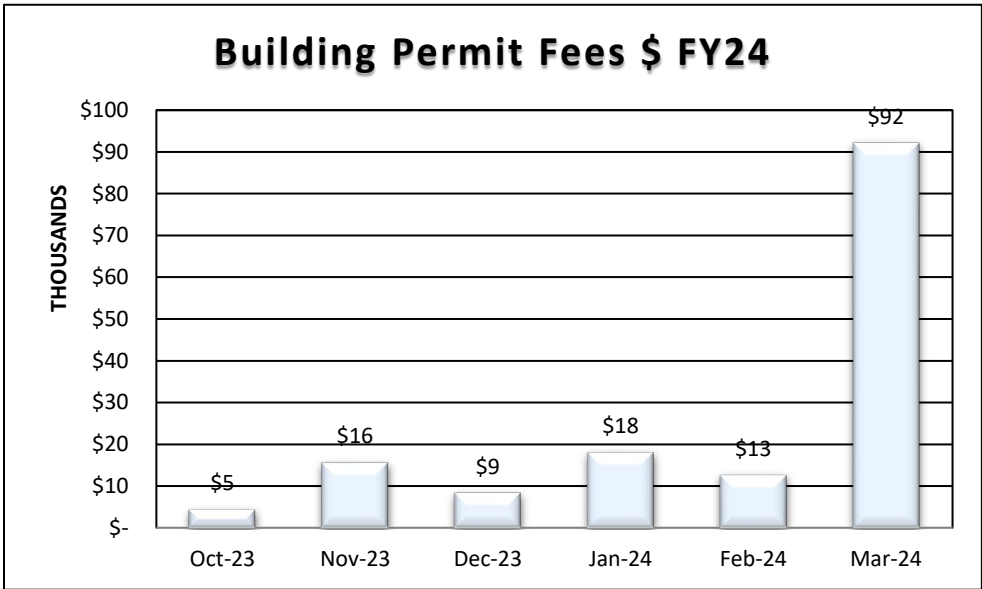


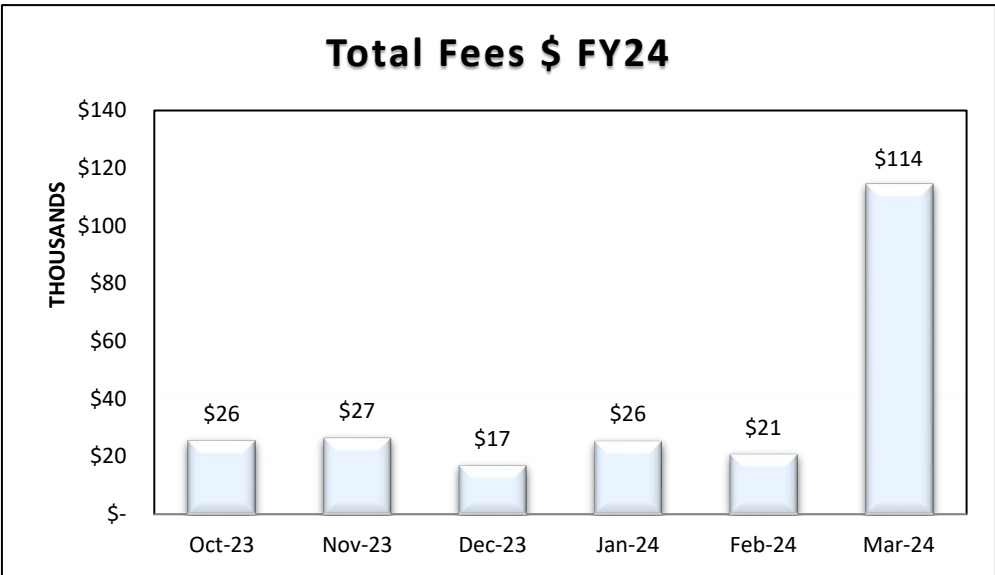
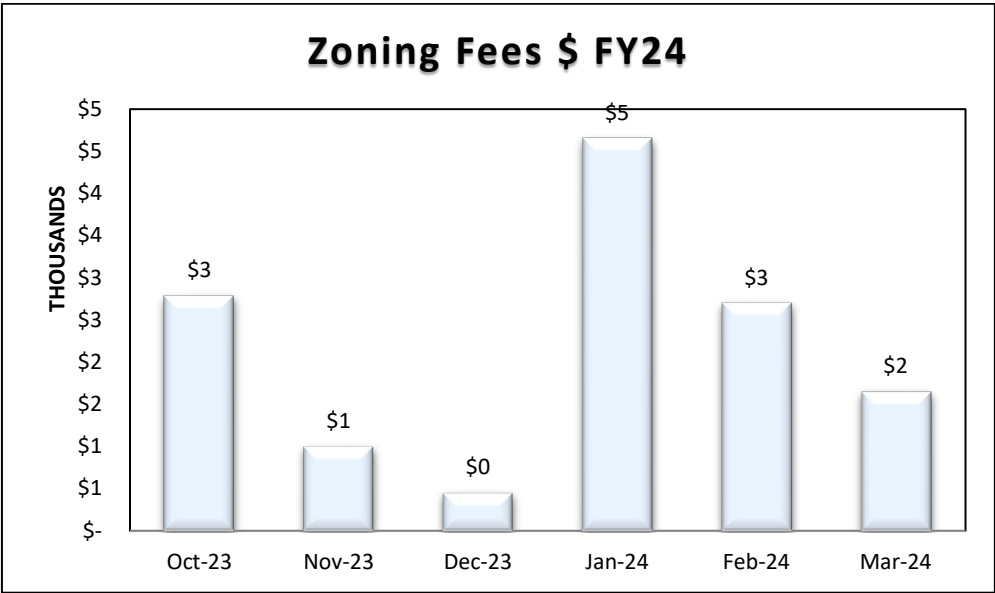


BUILDING PERMIT ACTIVITY FY 2024

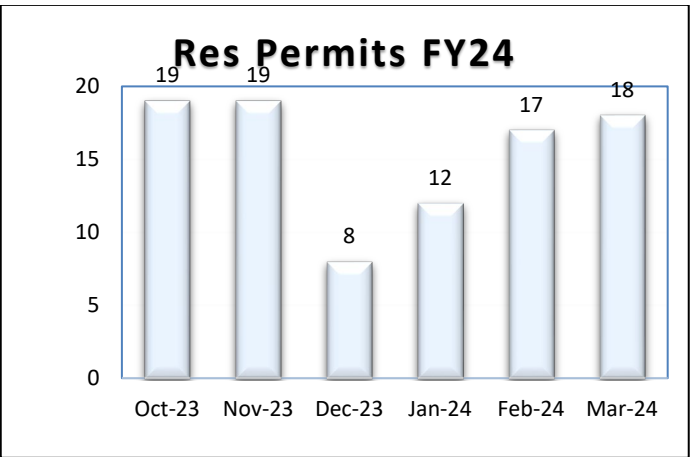
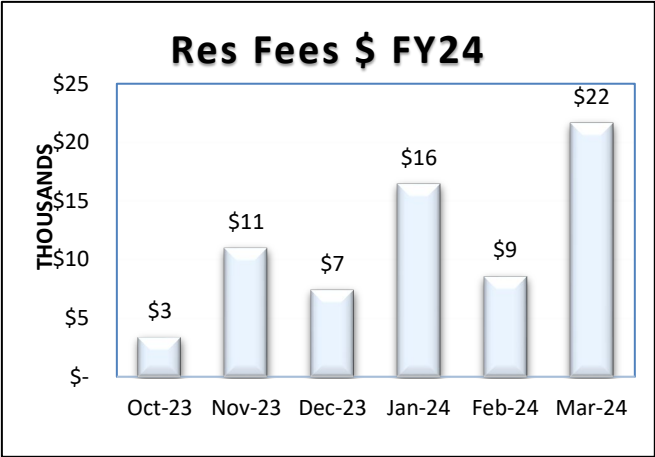


PERMIT FEES COLLECTED FOR PERMITTING SERVICES

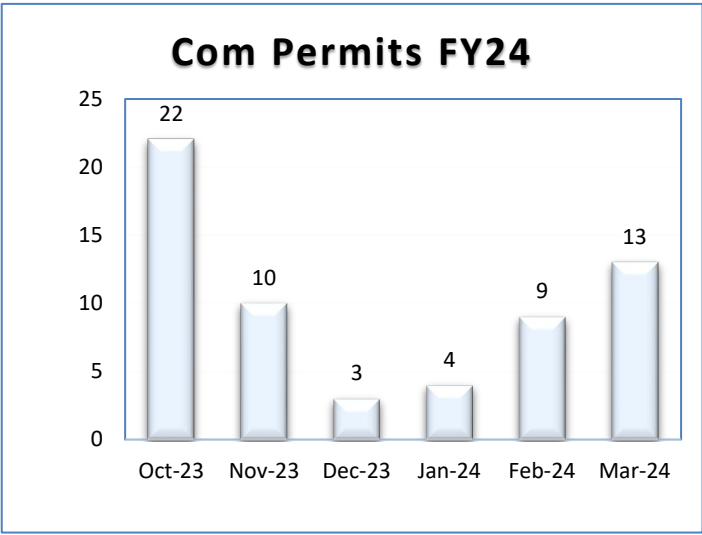
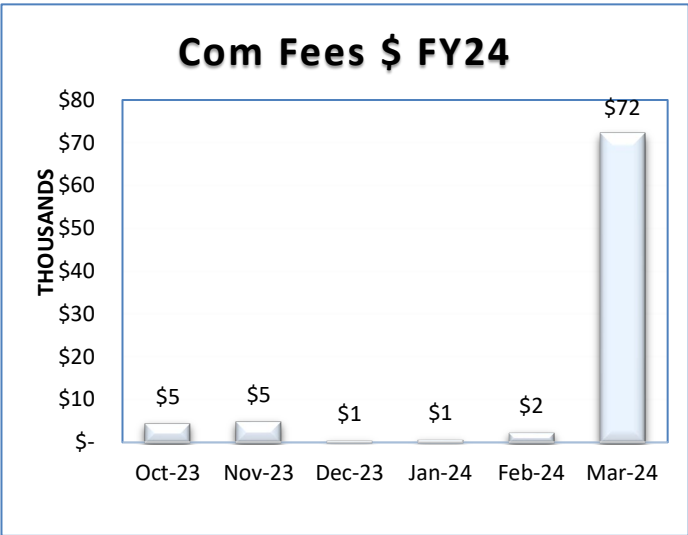




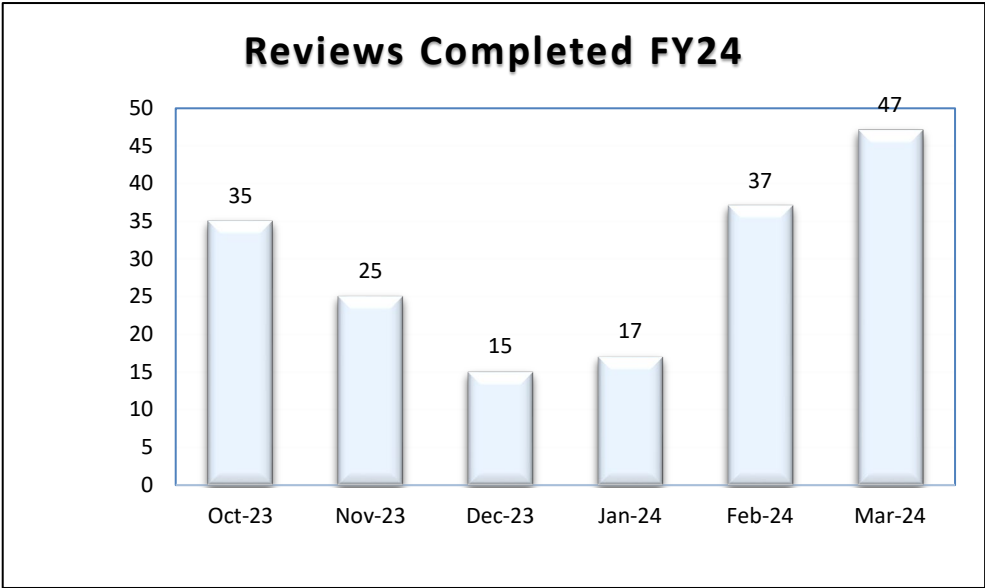
RESIDENTIAL PERMIT FEES RECEIVED AND PERMITS ISSUED FY 2024 TO DATE



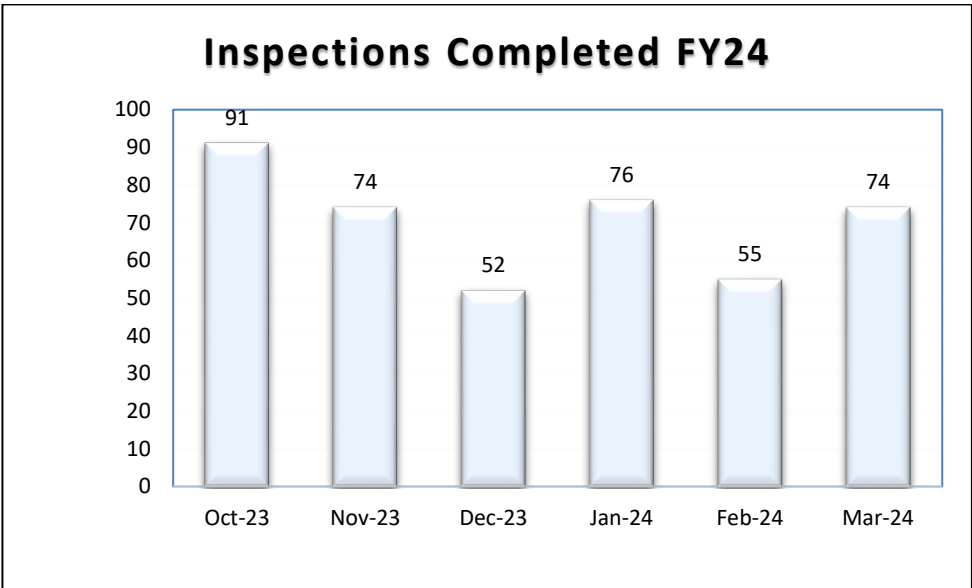
COMMERCIAL PERMIT FEES RECEIVED AND PERMITS ISSUED FY 2024 TO DATE



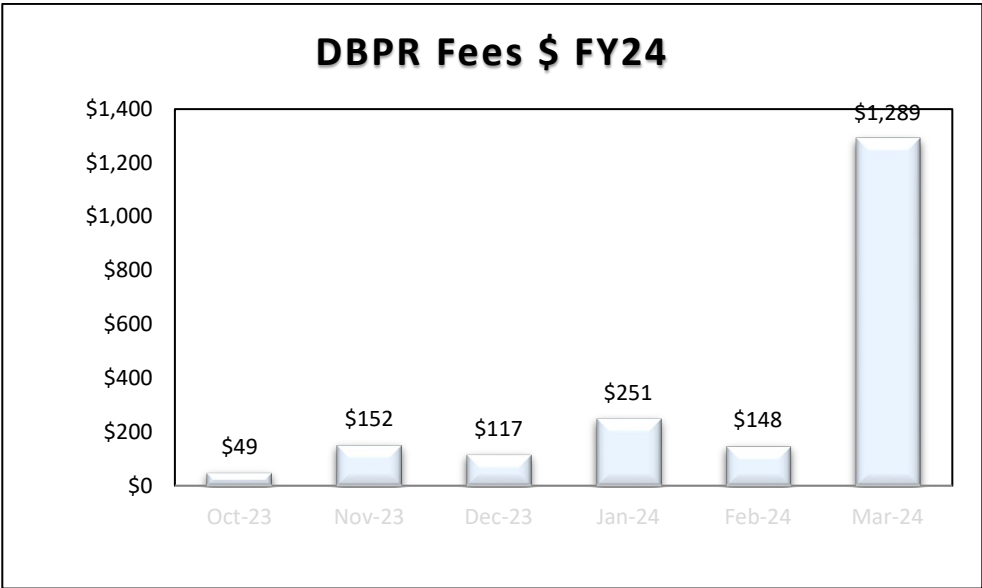
PLAN REVIEWS COMPLETED TO DATE FY 2024



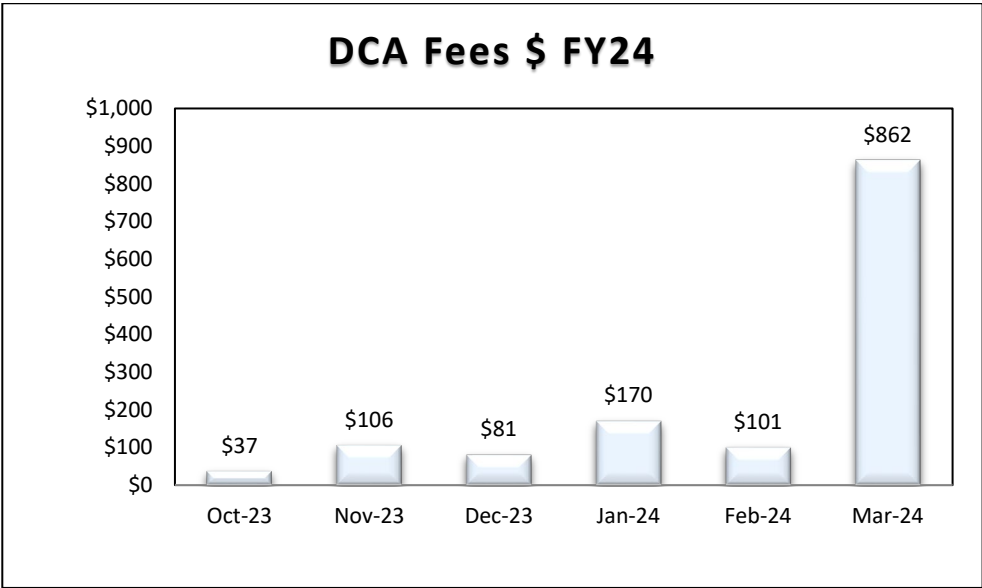
INSPECTIONS COMPLETED FY 2024 TO DATE



DBPR PERMIT SURCHARGES COLLECTED FOR THE STATE



DCA PERMIT SURCHARGES COLLECTED FOR THE STATE



**CURRENT AND UPCOMING NEW PROJECTS**

- AutoZone – currently in the finishing phase of the building and installation of irrigation, site lighting, signs, and landscaping
- Palm Beach Orthopedic Institute – Building Permit issued building under construction
- Southern Lawn – Building and Development Permit currently under review.
- Hotel and Town Center – currently under development review.

**PERMIT PROCESS AND CUSTOMER SERVICE IMPROVEMENTS**

Staff continue to improve and streamline all permitting services. All permits are now processed at one central location at the Town Hall. The permitting process was successfully transitioned to electronic submittal which allows simultaneous review of permits by all required agencies (Building, Zoning Engineering, and Property Development).

Evaluation of the new software was completed and staff is currently in the process of preparing the contract to initiate the implementation. The new software will significantly streamline all phases of permitting, inspection, and processing of the payments and will include the following modules: Permits and Licensing, Planning & Zoning, Solution Center / Code Enforcement, BTRs, and Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, a fieldwork order system, and project and document management features. Unlimited reporting services.

**VIDEO INSPECTIONS FOR SIMPLE BUILDING PERMITS**

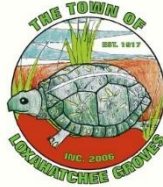
Staff is considering the implementation of a Video Remote Inspection Solution. This inspection process has been approved by the Building Code Administrators and Inspectors Board and is currently utilized by Palm Beach County and other municipalities. The video inspections can be used for re-roofs, water heaters, and A/C changeouts as well as other simple building permits. The main benefits of video inspections are:

- Saves Time! Inspections On Demand means no pre-scheduling is required.
- No rollovers! No inconvenience to property owners after the job is finished.
- Remote video inspection takes just minutes to complete with no additional cost for the inspection. Inspections are guided via secure high-definition video conferencing with a video record of the entire inspection.
- Obtain multiple inspections on the same day.
- In the event of a failed inspection, workers can correct deficiencies and request immediate re-inspection.
- Coordinates GPS location confirmation with Google Maps.



## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Town Clerk's Office

**DATE:** June 4, 2024

**SUBJECT:** Consideration of Approval of Meeting Minutes

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#### **Background:**

For your review and consideration of approval are the following:

- a. January 9, 2024 – Town Council Regular Meeting
- b. January 23, 2024 – Town Council Community Discussion Meeting
- c. January 23, 2024 – Town Council Regular Meeting
- d. February 06, 2024 – Town Council Community Discussion Meeting
- e. February 06, 2024 – Town Council Community Regular Meeting



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL MEETING  
JANUARY 9, 2024, 6:30 P.M.  
*audio available in the Town Clerk's Office***

**CALL TO ORDER**

Mayor Danowski called the meeting to order at 6:31 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Danowski led the Pledge of Allegiance.

**MOMENT OF SILENCE**

Mayor Danowski led a prayer.

**ROLL CALL**

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, and Acting Town Clerk Lexi Collegio were present.

**ADDITIONS, DELETIONS AND MODIFICATIONS**

Mayor Danowski called for any additions, deletions and modifications to the agenda.

**Motion was made by Vice Mayor Shorr, seconded by Councilmember Maniglia, to approve the Agenda as written. The motion passed unanimously (5-0).**

**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

Cassie Suchy, resident, requested that town meeting agendas be published earlier than the Friday afternoon preceding a Council meeting, which would give the public more time to review them.

Virginia Standish, resident, requested at least one crosswalk on Okeechobee Boulevard.

Jo Siciliano, resident, reminded all present of the upcoming Candidates' Forum scheduled for Wednesday, January 31, 2024, from 6 p.m. to 7 p.m. at Town Hall.

**CONSENT AGENDA**

**1. Consideration of approval of Meeting Minutes:**

- a. September 19, 2023 - Community Open Discussion Meeting
- b. September 19, 2023 - Town Council Final Hearing / Regular Meeting
- c. October 17, 2023 - Town Council Workshop Meeting
- d. October 23, 2023 - Town Council Special Meeting
- e. December 5, 2023 - Community Open Discussion Meeting
- f. December 5, 2023 - Town Council Regular Meeting
- g. December 18, 2023 - Town Council Special Meeting

Vice Mayor Shorr pulled item 1a for additional discussion and questioned the need to document late arrival at a workshop, as no business is conducted at those meetings. It was clarified that this was done because roll was taken and can be reconsidered in the future.

**Motion made by Vice Mayor Shorr, seconded by Councilmember Maniglia, to approve the consent agenda, which passed (4-1).** [The nay was undetectable due to audio difficulties.]

**2. Consideration of Resolution No. 2024-01 approving the lease purchase of ILF Aspen from Energreen America.**

Town Manager Ramaglia introduced the item.

Mayor Danowski opened the floor for public comment on the item. Cassie Suchy, resident, stated that she was not in favor of this expenditure, as the Town already has two machines used for mowing. With no other individuals wishing to speak at this time, Mayor Danowski closed public comment.

Town Council discussion ensued. Town Manager Ramaglia explained that it was determined that staff could do this work with the new equipment and attachment. It was confirmed that the equipment is included in the current year's budget. All Public Works staff members will be cross-trained on use and maintenance.

**Motion made by Vice Mayor Shorr, seconded by Councilmember Maniglia, to approve Resolution No. 2024-01, which passed unanimously (5-0).**

**REGULAR AGENDA**

**3. Consideration of Resolutions for the B Road Culvert.**

- a. **Resolution No. 2024-02 approving the Bill of Sale.**

Town Manager Ramaglia introduced the item.

Town Attorney Torcivia confirmed that Councilmember Miles may vote on this Item as she lives on the northside of Okeechobee Boulevard, not the southside.

Mayor Danowski opened the floor for public comment on the item. Cassie Suchy, resident, commented that she felt this project should be entirely funded by the Federal Emergency Management Agency (FEMA). With no other individuals wishing to speak at this time, Mayor Danowski closed public comment.

Town Council discussion ensued.

Mayor Danowski noted that the deadline for action by the Town is February 23, 2024, and the delivery of culvert pipe is anticipated to take four to five weeks. She expressed concern that the culvert affects several properties to the north, which would add significantly to residents' tax bills until it is paid.

Councilmember Maniglia was also concerned that the FEMA list of damaged culverts should be longer. Town Manager Ramaglia advised that Town Staff and FEMA personnel had attempted to identify as much damage as possible which could be directly correlated with the hurricane. If the bill of sale is not accepted by the Town, the onus will be on property owners to pay for the work. If the culvert is not repaired, it will affect additional residents.

**Motion made by Councilmember Maniglia, seconded by Councilmember Herzog, to approve Resolution No. 2024-02 accepting the Bill of Sale for the culvert located at 1823 B Road and 1825 B Road. The motion passed 4-1 (Mayor Danowski dissenting).**

**b. Resolution No. 2024-03 awarding piggy-back contract to Johnson & Davis.**

No additional discussion on the item.

**Motion made by Councilmember Maniglia, seconded by Councilmember Herzog to approve Resolution No. 2024-03 approving work authorization for Johnson & Davis regarding bridge culvert at 1823 B at a total cost of \$127,600.00. The motion passed 4-1 (Mayor Danowski dissenting).**

**4. Consideration of Resolution No. 2024-04 accepting a donation.**

Town Manager Ramaglia explained that this \$250,000 donation from the Miami Dolphins organization would not be earmarked for any specific spending. If approved, the funds could

be allocated towards two segments of road work; additional items proposed by the donor may be brought forward in the future.

Mayor Danowski opened the floor for public comment on the item.

Cassie Suchy, resident, addressed Items 4 and 5, stating there should be no strings attached to a donation. She did not feel the donation should move the desired work to an earlier position on the schedule. Town Manager Ramaglia advised that there were no strings attached to the proposed donation, and the funds did not have to be allocated to the uses recommended by staff.

Virginia Standish, resident, felt the public should be aware that the sod farm is managed by an out-of-state entity, the Related Company of New York. She concluded that the donation appeared to seek to establish goodwill for a future project, and she was not in favor of accepting the money.

A resident (name was not disclosed) was concerned that the owner of the sod farm may be looking for a quid-pro-quo and that the Council should proceed cautiously.

With no other individuals wishing to speak at this time, Mayor Danowski closed public comment.

The Councilmembers discussed the item, with Mayor Danowski agreeing that no company would make a donation of the proposed size without expecting something in return. Town Manager Ramaglia clarified that staff had approached the Miami Dolphins organization to discuss a partnership and would need to meet with them again to discuss additional conservation measures.

Town Manager Ramaglia described and answered questions regarding potential uses and locations for conservation easements, which would be documented in a lease agreement and emphasized that negotiations are still underway.

Mayor Danowski requested to see a policy developed for the acceptance of gifts. Town Manager Ramaglia replied that this policy exists, recalling that it has been used in the past for acceptance of donations to the Town's scholarship fund. She further clarified that during budget discussions, staff had asked if they could work with private landowners to discuss funding projects. This was the only direction received from the Council on this issue.

Councilmember Miles felt there would be no issues with accepting the donation if it was offered by a source other than the sod farm. She questioned if the Council accepted the

donation and the donor then attempted to attach conditions, whether the Town would then be able to return the money. Town Manager Ramaglia confirmed this would be the case.

**Motion made by Councilmember Maniglia, seconded by Councilmember Miles, to approve Resolution No. 2024-04, accepting the donation by South Florida Sod Farm, LLC or a related party. The motion passed 4-1 (Mayor Danowski dissenting).**

**5. Consideration of Resolution No. 2024-05 authorizing an agreement with J.W. Cheatham, LLC to provide Roadway Construction Services.**

Councilmember Miles recused herself from discussing voting on Item 5, as she lives on B Road north of Okeechobee Boulevard.

Mayor Danowski opened the floor for public comment on the item.

Frank Standish, resident, expressed concern with the paving of Town roads and cited a number of roadways in need of repair and recommended addressing these needs before doing more work at other locations; the Town should take another look at the proposal.

Virginia Standish, resident, addressed Items 4 and 5 together, agreeing that there should be a policy for acceptance of larger donations from corporate entities. Furthermore, pointed out that there are deficiencies near the South Canal Bank which should be addressed before the road, and asked if the scope of work would apply to regular automobile traffic only or large trucks as well.

Jo Siciliano, resident, stated concerns with the safety of the canals and felt paving roads was premature until the conditions of the canals were addressed.

Cassie Suchy, resident, commented that a developer would not make a donation of the magnitude proposed on Item 4 without expecting something in return. The Town has approved a paving plan with a schedule, and other roadways have easements already in place but would be by-passed by the proposal. The Town should follow its existing paving plan.

With no other individuals wishing to speak at this time, Mayor Danowski closed public comment.

The Councilmembers discussed the Item, with Vice Mayor Shorr pointing out that there are no canal banks in the paving plan for 2024 and suggested bringing the paving plan back to a subsequent meeting to hear pricing for everything not completed in 2023 and scheduled in 2024, noting that the proposed work could be added to the paving plan at that time at the quoted costs.

Town Manager Ramaglia advised that Staff is concerned with canal banks and berms during culvert repairs. They have met with the sod farm to discuss repairs to culverts and banks and have recommended contractors for that work.

**Motion made by Vice Mayor Shorr, seconded by Councilmember Herzog to deny Item 5 as written and request that Staff bring back a new contract that includes all the roads already committed to do, and any other roads that we can afford to do at this cost.**

Mayor Danowski clarified that the **motion** would deny the Item as written and revamp the 2023-2024 paving plan to include the proposed segments. Vice Mayor Shorr explained that he wanted the contract proposed in Item 5 to be rewritten “to do everything” remaining from 2023 and through 2024 as well as the two roads cited in the proposal, using the proposed prices.

Town Attorney Torcivia advised that the contract can be brought back as a best interest contract. There was discussion that using the proposed contract would save enough money to add another road to the paving plan as well. Town Manager Ramaglia noted that this will be a two-step process: the paving plan for 2024 would be amended to add the additional roads agreed upon by the Council, and the Council would then be presented a best interest contract for approval.

**The motion failed 2-2 (Councilmember Miles recused).**

Town Attorney Torcivia pointed out that Councilmember Miles would be able to vote on the motion, as it would bring back an entire paving plan rather than single roadways. Town Manager Ramaglia added that a second motion would address the contract to cover the paving plan.

**Vice Mayor Shorr restated his motion as follows:**

**Motion made by Vice Mayor Shorr, seconded by Councilmember Maniglia to direct Staff to bring back a contract using these unit costs to complete the 2023 paving plan as well as the 2024 capital paving plan, and adding any of the other roads that we can afford to do this year using these costs. The motion passed unanimously (5-0).**

**Motion made by Mayor Danowski, seconded by Vice Mayor Shorr, to terminate and make moot Resolution 2024-05. The motion passed unanimously (4-0, Councilmember Miles recused).**

### **PUBLIC HEARING**

#### **6. Consideration of Ordinance No. 2023-08 on Second Reading.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY REPEALING ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING**



**REGULATIONS” IN ITS ENTIRETY; ENACTING A NEW ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS” REGARDING THE ADOPTION THE GROUP OF CODES KNOWN AS THE FLORIDA BUILDING CODE 8<sup>TH</sup> EDITION (2023) AND LOCAL AMENDMENTS, THE 2020 NATIONAL ELECTRICAL CODE AND THE FLORIDA FIRE PREVENTION CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND THE EFFECTIVE DATE. (APPROVED ON FIRST READING ON DECEMBER 5, 2023)**

Building Official Jacek Tomasik gave a brief overview of the Item, which adopts the most recent version of Florida Building Code.

Mayor Danowski opened the public hearing for public comment on the item. There were no public comments.

**Motion made by Councilmember Miles, seconded by Councilmember Maniglia, to approve Ordinance No. 2023-08 regarding the adoption of the Florida Building Code and Fire Prevention Code, following the public hearing and second reading. The motion passed unanimously (5-0).**

### **DISCUSSION**

#### **7. Discussion on Building Department Activities**

Building Official Tomasik and Town Manager Ramaglia presented the improvements made by the Building Department to the Town’s permitting process, including new software and an upgrade of the Department’s website. The intent is to make the process easier for the public to obtain permits. Other agencies, such as the Fire Department, will be included in the permit review process as required. Staff is researching grants available for the further development of the Building Department.

#### **8. Continuation of the Discussion on the Evaluation Appraisal Report from the Meeting on December 5, 2023**

Town Manager Ramaglia introduced Kaitlyn Forbes who was integral in this process and will assist in the Comprehensive Plan update.

Town Manager Ramaglia noted an incorrect reference to the Local Planning Agency (LPA) in the Evaluation Appraisal Report (EAR). The document should refer to the Planning and Zoning Board (PZB) rather than the LPA: the LPA addresses development, while the PZB handles

applications and transactional reviews. The Town Council serves as LPA for the purposes of the Town's Comprehensive Plan.

Mayor Danowski opened the floor for public comment on the item.

Cassie Suchy, resident, pointed out that previous Agendas which listed a discussion of the Comprehensive Plan refer to the EAR rather than spelling out "Evaluation Appraisal Report," which may be less familiar to residents. She encouraged the Council to review the document, recalling that there were items discussed during the December 2023 conversation which the Council did not want to include. She concluded that there should be further discussion of the EAR.

With no other individuals wishing to speak at this time, Mayor Danowski closed public comment.

The Councilmembers discussed the document. It was clarified that the plan must also be presented for a formal first reading before it can be transmitted to the State. As the Council serves as LPA, they would review the document. Once the plan has been sent to the State, the State has 60 days in which to review it. The State would provide a letter with any objections or comments on the document. It would then be presented to the Council for second reading and adoption, and sent back to the State once more with an adoption package.

Mayor Danowski strongly recommended that all Councilmembers schedule a meeting with staff to thoroughly review the Comprehensive Plan. It was determined that this review would be complete by the January 23, 2024, meeting. Residents will have an opportunity to comment on the document at that meeting. Furthermore, the Mayor clarified the instances in which the Council or the PZB act as LPA, reiterating that the PZB serves as LPA in cases of development review and approval of applications. The Council serves as LPA in all other cases, including land use approvals and Comprehensive Plan review.

Town Planner Forbes noted that the Plan will be a discussion item on the agenda for the January 23, 2024, meeting, as there is not sufficient time to advertise the first reading of the document and no motion has been made to establish first reading at that meeting. The first reading would be scheduled for the Tuesday, February 6, 2024, Town Council meeting. Additionally, no fines have been incurred.

## **9. Discussion Regarding Roadway and Drainage Update**

Mayor Danowski opened the floor for public comment on the item.

Virginia Standish, resident, stated that the Town's map shows an incorrect location for the sewer main and recommended that this be corrected; encouraged the Council to reach out to Palm Beach County to coordinate efforts and expressed concern that the County is not honoring its original agreement to allow residents to tie into the North Road water main.

Frank Standish, resident, commented that while Public Works' staff is doing a good job, an existing problem remains regarding tree growth which hangs over the roadway, particularly on the north side of the Town. He felt Staff should be proactive in addressing this safety concern.

With no other individuals wishing to speak at this time, Mayor Danowski closed public comment.

Public Works Director Gallant reviewed actions taken over the past month, including mowing on several roads and trimming of roadsides. Residents are given the opportunity to correct any nuisance elements, such as overhanging trees, before staff takes action. Staff has also addressed potholes and pavement edges on a number of roads. Irrigation has been repaired at Town Hall and new landscaping has been installed there; additionally, repairs and cleaning of canals are also planned.

Town Manager Ramaglia added that staff is reviewing quotations for upcoming projects, some of which are relative to nuisance abatement efforts. They are also reviewing contracts for assessing and clearing of culverts.

The Councilmembers discussed the update, including the overgrown tree issue raised during public comment as well as areas being paved or left unpaved, mowing of canal banks, and an update of the grading schedule.

Councilmember Herzog suggested that older residents may be in need of hardship consideration when staff addresses overgrowth on their properties. Town Manager Ramaglia advised that the Council would need to give policy direction before this could be considered.

There was additional discussion of the Town possibly removing exotic species that intrude into rights-of-way. Councilmember Miles recommended giving residents the option of removing exotic species themselves before the Town takes action, and advising the residents that they will be billed for the work if it is done by the Town.

The Council also discussed drainage and canal banks. Public Works Director Gallant advised that material removed from canals, once dried, can be reused. The Town currently has no road standard, and cannot use FDOT standard, which is in development. Town Manager Ramaglia noted that the Town may extrapolate a road standard from its road classifications.

Mayor Danowski re-opened the floor for public comment on the item.

Jo Siciliano, resident, asked how cuttings from mowing are disposed and if easements are trimmed, this should include westerly easements as well.

It was clarified that cuttings go into the canal.

Cassie Suchy, resident, stated that some canal and roadway edges are maintenance easements owned by residents, and urged Staff to be aware of these easements.

Frank Standish, resident, recommended that Public Works generate a report showing the hours and miles spent on mowing and other maintenance. He added that he did not believe temporary work easements should have to come before the Council for approval, but should be generated immediately. Town Manager Ramaglia confirmed that the easement policy can be brought forward at a future meeting for modification.

With no other individuals wishing to speak at this time, Mayor Danowski closed public comment.

### **TOWN STAFF COMMENTS**

Francine L. Ramaglia, Town Manager - Transitions are underway with new Staff, and acknowledged that tonight's Agenda was generated later than usual. Future Agendas will be issued with a simpler format. While few officials attended Palm Beach County Days in Tallahassee due to inclement weather, the Florida League of Cities is arranging a trip. All five elected officials may attend if they wish.

Glen Torcivia, Town Attorney - No report.

Richard Gallant, Public Works Director - No report.

Lexi Collegio, Acting Town Clerk - No report.

### **TOWN COUNCILMEMBER COMMENTS**

Councilmember Herzog - Requested that staff remove signs that are leaning over Town canals so they do not fall into these waterways. It was clarified that these signs will be replaced once staff has replaced the Town's stop signs. Furthermore, recent heavy winds have blown feed bags into canals on and near B Road, which could lead to blockages if not removed. Additionally, suggested reviving the Finance Advisory, Audit Committee, and the Trails Committee during the next budget year so the Council can hear more input from residents.

Councilmember Maniglia - Stated she was not pleased that the upcoming Candidates' Forum is scheduled at a time when Councilmembers may be in Tallahassee, as this means she will not be able to attend the forum. If a road is to be paved, the entire road should be paved. Town Manager Ramaglia noted that she will attempt to change the date of the Candidates' Forum, as the event has not yet been advertised.

Councilmember Miles - Advised that she would like to see the majority of signage removed from canal banks and placed on the roadside instead, if feasible. It was noted that State law requires signs to be placed 2.5 ft. off the edge of the roadway, which means there may not be sufficient room for signage within easements. Unstable signposts, however, can be replaced with more stable materials. During the rainy season, the area south of Okeechobee Boulevard holds more water than the north side. She asked why smaller culverts on the north end are not used to slow the flow of water to the south. Public Works Director Gallant explained that smaller culverts create artificial pressure on culvert walls, which can lead to culvert failure.

Vice Mayor Shorr - Requested that guardrails be made a priority, and addressed the expense of roundabouts, which could cost the Town significantly. He recalled the success of previous visits to the State Legislature which have been successful, and recommended that the Mayor, at least, participate in the upcoming visit. Councilmember Herzog commented that other Councilmembers should be able to participate in the Tallahassee visit as well if they feel they can contribute. It was determined that the Mayor would serve as the Town's primary representative in working with the lobbyist, and other Councilmembers who wish to attend may participate in other activities.

Mayor Danowski - Recommended that speed bumps be painted so they are more visible to motorists. She expressed concern with the Town's purchase of a degraded culvert from a resident, with plans to use FEMA funds to repair it, which she felt could set an unwanted precedent.

### **ADJOURNMENT**

The meeting of the Town Council was adjourned at 10:06 p.m.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

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Mayor Laura Danowski

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Vice Mayor Robert Shorr

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Council Member Margaret Herzog

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Council Member Marianne Miles

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Council Member Phyllis Maniglia

**ATTEST:**

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Lexi Collegio, Acting Town Clerk



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP  
MEETING MINUTES  
JANUARY 23, 2024, 6:00 P.M.**

*Meeting audio available in Town Clerk's Office.*

**CALLED TO ORDER**

Mayor Danowski called the meeting to order at 6:01 p.m.

**PRESENT**

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Public Works Director Richard Gallant, and Acting Town Clerk Valerie Oakes were present.

**COMMENTS FROM THE PUBLIC**

Todd McLendon, 3041 D Road, directed his comments regarding transparency to the Mayor; specifically, to a situation pertaining to the Town that was not disclosed to the public. Mayor Danowski responded that in December of 2022, there was an electronic fraud funds transfer for a payment that appeared to be from a valid vendor that the Town utilizes. Payment was transmitted and found that it was erroneous. All of the funds were returned with the exception of a bank fee. Town Manager Ramaglia stated that the comments from the Mayor were accurate. Any perceived or suspected fraud over \$5,000.00 has to be reported to the Office of the Inspector General (OIG). The investigation was closed because all of the funds were recovered, and a clean audit was received. The matter was disclosed to Finance Advisory and Audit Committee (FAAC). An OIG report was submitted and along with a management inquiry; the OIG found that there was nothing further to investigate. Upon notification of the matter, the Town's insurance company was contacted immediately, then the FBI and the Town Council.

Mr. Woods had questions about road paving on G Road. Mayor Danowski explained that there was a problem obtaining road easements. Public Works Director Gallant provided information regarding eminent domain and adverse possession. Education on the topic has been provided to property owners, specifically, that the Town was



not taking property but rather granting permission to install drainage or paving for public use and that the property still remains in title of the owner and never becomes the property of the Town. If the property owners grant the easements, they have a commitment from the vendor that they will come back and complete paving the roads, and the same pertains to FP&L. Vice Mayor Shorr explained that during the paving phase a Resolution was adopted to provide for the streets that would be paved and requiring obtaining easements prior to paving. In order to move forward without easements, a Resolution would need to be brought before Council. There are two standards for neighborhood roads and town roads.

Mr. Hoffman stated that any Councilmember who is under an ethics violation should not be representing the Town of Loxahatchee Groves in Tallahassee with our tax dollars and questioned if any Councilmember was under investigation. Mayor Danowski responded that she is under investigation. Vice Mayor Shorr also responded that a complaint was filed against him and further explained that anyone could file a charge or complaint, but it would not be fair to stop performing duties until the charges were thoroughly and fairly investigated. Mr. Hoffman also felt that the Town needed to install roundabouts as soon as possible and not streetlights, which allow for the expansion of Okeechobee Boulevard, which would ultimately end up turning it into Military Trail. Mayor Danowski clarified that she was under investigation for an ethics violation and stated that if she is found not guilty of an ethics violation, then she will be eligible to be reimbursed for her attorney's fees by the Town of Loxahatchee Groves. Vice Mayor Shorr added that when he represented the Town in Tallahassee last year, he secured \$750,000.00, which was first time that we have received an appropriation from Tallahassee.

Cassie Suchy requested extra duty speed enforcement on Okeechobee Boulevard and suggest the Florida Highway Patrol, if the Palm Beach County Sherriff's Office is unable. The other issue is ingress/egress on E Road, trailers move as they have the right-of-way to go east onto Okeechobee. Suggested that the Town review the statutory guidelines regarding the Land Planning Agency and the Land Development Regulation Commission. It was her understanding that the Town should designate the Planning and Zoning Board to serve as the Land Planning Agency pursuant to Florida State Statute. Town Manager Ramaglia responded that the Town Attorney evaluated the entire process and requirements for the Planning and Zoning Board versus the Town Council review and would move forward accordingly. Town Attorney Earley added that pursuant to Ordinance 2019-04, the Town Council appointed the Planning Board as the LPA. The LPA pursuant to Florida State Statues has reviewed and commented on the Comprehensive Plan. The next step in the process is Town Council review and approval via ordinance in accordance with state law.

Katie Lakeman, 15162 25th Place North, had concerns about the grading of the existing dirt roads as it has not been done since August.

**ADJOURNMENT:**

There being no further comments the meeting adjourned at 6:55 p.m.

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Mayor Laura Danowski

\_\_\_\_\_  
Vice Mayor Robert Shorr

\_\_\_\_\_  
Councilmember Margaret Herzog

\_\_\_\_\_  
Councilmember Marianne Miles

\_\_\_\_\_  
Councilmember Phillis Maniglia





**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL SPECIAL MEETING MINUTES  
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470  
Tuesday, January 23, 2024**

**TOWN COUNCIL AGENDA ITEMS**

**1. CALL TO ORDER:**

Mayor Danowski called the meeting to order at 6:55 p.m.

**2. ROLL CALL:**

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Public Works Director Richard Gallant, and Acting Town Clerk Valerie Oakes were present.

**3. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:**

Mayor Danowski led the Pledge of Allegiance followed by a Moment of Silence.

**4. AGENDA APPROVAL - ADDITIONS, DELETIONS AND MODIFICATIONS:**

Mayor Danowski called for any additions, deletions, modifications or approval of the agenda.

**MOTION: VICE MAYOR SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY (5-0).**

**5. FOLLOW-UP ON PUBLIC COMMENTS FROM PREVIOUS MEETING:**

Town Manager Ramaglia advised that staff had been working with the County to address speed and traffic control measures, and a more detailed report would be included on the agenda for the next meeting.

**6. PUBLIC AUDIENCE:**

*Comments from the Public on Non-Agenda Items*

Todd McLendon, 3041 D Road, stated that the Florida Statute regarding the dedication of roads was not represented correctly by the Staff and understood that if the Town paved a

road, the Town after four years could claim ownership. Town Manager Ramaglia added that it is four (4) years if the Town constructs the road and seven (7) years if the Town maintains the road. Per the Town Code of Ordinances, ownership would be of the Town, not an easement. The Town Code also recognizes that becoming part of the Town for public purposes would not affect the five-acre requirement.

Cassie Suchy stated that there was already a footprint of a road on G-square and suggested just paving what they had. There should be clarification on the definition of drainage easements versus roadway easements.

**7. ANNOUNCEMENTS, COMMUNITY/SPECIAL EVENTS AND PRESENTATIONS:**

None.

**8. CONSENT AGENDA:**

None.

**9. PUBLIC HEARING:**

None.

**10. REGULAR AGENDA**

**A. Continuation of the Discussion on the Evaluation Appraisal Report from the Meeting on January 9, 2024.**

Town Manager Ramaglia introduced the item. She explained Council had conducted an extensive Evaluation and Appraisal review (EAR) of the Town's Comprehensive Plan, including a series of public meetings beginning in November 2022. She advised the Planning and Zoning Board (PZB) had also reviewed the document in their role as the Local Planning Agency (LPA), and staff had conducted thorough reviews. She advised that as a result, there were three (3) sets of revisions to the Comprehensive Plan before the Council at this time. She highlighted a series of scrivener's errors.

Kaitlyn Forbes, Consultant Town Planner, outlined the process moving forward. She advised the requirements of the LPA had been met, and the next step would be first reading on February 6, followed by transmittal of the proposed amendments to the State for a review period of up to 60 days, and finally second reading and adoption.

Jim Fleishmann, Consultant Town Planner, provided additional details on the review and revision process to date.

Mayor Danowski proceeded with a review of the Comprehensive Plan, introducing each section, and inviting comments from the public and Council.

### Section 9

Frank Standish, 15410 North Road, asserted there were differences between the document before the Council and the version reviewed by the PZB, and a series of policies and changes were not reflected.

Vice Mayor Shorr highlighted a spelling error in the heading.

Council Member Herzog noted “of any” needed to be removed from 9.1.1.B.

Mayor Danowski sought and received consensus that Section 9 was complete.

### Section 3

Council Member Herzog asked for clarification on the removal of “urban areas” from 3A.1. Town Manager Ramaglia clarified.

Council Member Maniglia inquired as to the removal of the bulk of policy 3A.1.2. Town Planner Fleischmann explained former Public Works Director Larry Peters had recommended removal of the specific provisions because standards are more appropriately placed in the Unified Land Development Code (ULDC) rather than in the Comprehensive Plan.

Council Member Maniglia asked what “assess adequacy of service” referenced in 3A.1.2. Town Manager Ramaglia clarified. Discussion continued regarding the definition of adequacy.

Frank Standish, 15410 North Road, expressed concern with differences between policies in 3C.2.5 and 3C.1.2 in different versions of the document. Town Manager Ramaglia addressed the role of Palm Beach County in providing potable water and advised that redundancies with the County water plan were removed between reviews.

Mayor Danowski sought and received consensus that Section 3 was complete.

### Section 4

Council Member Herzog referenced 4.1.3 and asked whether burning garbage should be addressed. Town Manager Ramaglia explained burn permits are regulated by the Division of Forestry and the Town’s Code of Ordinances requires a burn permit.

Council Member Herzog asked whether the Town ordinance numbers should be included in 4.5.4. Town Manager Ramaglia stated ordinances can be changed, so they should not be included in the Comprehensive Plan.

Discussion continued regarding the standards referenced by the clause.

Mayor Danowski sought and received consensus that Section 4 was complete.

## Section 8

Cassie Suchy, commented on 8.2.12, and asked whether an impact fee could be added for Town services such as Fire and Police. Town Manager Ramaglia advised that the Town participates in the County Municipal Services Taxing Unit (MSTU) for Fire services, and contracts with the Palm Beach County Sheriff's Office (PBSO) for Police services, so impact fees would be on that level, not the Town level.

Mayor Danowski sought and received consensus that Section 8 was complete.

## Introduction

Vice Mayor Shorr highlighted a spelling error on page 13.

Mayor Danowski sought and received consensus that the Introduction was complete.

## Section 6

Council Member Herzog referenced 6.2.3 and asked for clarification on the definition of "community residential housing." Discussion ensued regarding the definition and the transition in terms from "congregate living."

Council Member Herzog asked how housing would be ensured for displaced people as discussed in 6.2.4. Town Manager Ramaglia explained. She noted the situation was unlikely, but the language was required by Statute.

Council Member Herzog pointed to 6.2.6 and asked how many accessory dwellings (ADU) are allowed on a given lot, and whether this was clarified in the ULDC. Town Planner Forbes advised the ULDC would be the appropriate place to provide additional details. Town Manager Ramaglia noted a revision of the ULDC was likely, based on discussions throughout this process.

Council Member Herzog and Vice Mayor Shorr asked for clarification on the limits on the number of people in a Community Residential Home. Town Attorney Earley advised of

reasonable accommodation considerations necessary to comply with Federal laws. Discussion continued.

Mayor Danowski sought and received consensus that Section 6 was complete.

## Section 2

Cassie Suchy, referenced 2.3.6 and asked what “multi-use trail system” was referenced. Discussion ensued regarding trail parking and the intent of the policy. The consensus was to clarify the language.

Council Member Herzog asked whether the map on page 44 considered ingress and egress of neighboring municipalities. Town Planner Forbes advised that the policy which relates to the map is 2.6.2 and the language regarding other municipalities was in section 2.7.12.

Mayor Danowski commented on the table accompanying 2.7.4 and asked that “or 2 Roads” be added following “Connector public access between two (2) or more Service Level 1 Roads.”

Mayor Danowski sought and received consensus that Section 2 was complete.

## Section 7

Council Member Herzog advised that based on previous conversation, 7.2.2 should stay in as written.

Mayor Danowski sought and received consensus that Section 7 was complete.

## Section 5

Vice Mayor Shorr pointed to 5A.1.2 and noted the earlier reference to a public equestrian facility was on Southern Boulevard, rather than specifically referencing Loxahatchee Groves Park. Consensus was to make the change.

Vice Mayor Shorr commented that 5A.1.1 was missing a word. Consensus was to add “with” following “work.”

Vice Mayor Shorr questioned the placement of the reference to joint public and private ventures on page 72. He suggested both references should be kept for clarity. Town Planner Forbes advised the language appeared to just be relocated, rather than stricken. Discussion continued. On the direction of counsel, consensus was to reinsert the language in 5A.3.2 and remove 5B.1.1.



Vice Mayor Shorr asked for clarification on why 5A and 5B were divided rather than being consistent with the format of other sections. Town Planner Forbes stated the numbering was existing but could be adjusted to reflect the numbering in other elements of the Comprehensive Plan. Discussion continued. Consensus was to direct staff renumber for consistency throughout the document.

Council Member Herzog referenced 5B.2 and asked how the trail system would be made feasible. Town Manager Ramaglia stated the clause essentially says the Town will not underwrite a trail system that does not make financial sense.

Council Member Herzog asked for an explanation of “public ownership” in 5B.2.1. Council Member Miles thought that Council had previously removed that language. Vice Mayor Shorr commented that the language provided an option. Town Manager Ramaglia added that if a trail is going to be part of a development application or other changes, then the Town would have discretion as to the ownership. Consensus was to leave the language as-is and discuss the trail system as part of the capital plan.

Mayor Danowski stated she took issue with 5B.3.2 and thought it had been removed. Consensus was to strike 5B.3.2.

Mayor Danowski sought and received consensus that Section 5 was complete.

## Section 1

Frank Standish, 15410 North Road, stated he had identified approximately 10 discrepancies. He referenced 1.1.12 and advised language added by Council at a previous meeting which restricted ADU to 1,200 square feet was not included. He referenced 1.15.7 and stated that while the Council had struck the entire policy, staff had changed it instead of striking it.

Town Planner Forbes responded briefly to Mr. Standish’s comments. She noted in 1.1.12, the size regulations were removed as they were best suited for the ULDC, and the additional language was clarification of the terms. She discussed 1.15.7, noting the removal of that policy was not allowed based on State Statute which prohibits the Town from adopting stricter requirements. Town Manager Ramaglia added that this language was revised when it was reinserted to be very specific.

Cassie Suchy, asked why 1.1.3 references land uses outside the Town boundary, recommended a definition of buffers as referenced in 1.1.5.J, asserted 1.1.15 Multiple Land Use (MLU) should be removed as it is not needed, and stated there should be a definition for commercial designations on Southern Boulevard but 1.1.15.C is contradictory with

1.2.1. Continuing, Ms. Suchy stated 1.1.15.D should also be removed, as mixed uses should qualify individually. She asked for a definition of Commercial Recreational in the Future Land Uses table, and stated non-conforming uses should be removed from 1.11.2 and 1.11.3 and the issue addressed with historical legacy. She asserted 1.15.7 needed to be removed and argued the legislative intent did not apply.

Town Manager Ramaglia advised that staff had checked and double checked, and the Special Policy in 1.15.7 had to be readded due to State law. She stated this is the most important section of the Comprehensive Plan, and most of the matters brought up by the public are matters best addressed in the ULDC. She noted once this document is transmitted, a review of changes to the ULDC and Code will be undertaken.

Mayor Danowski stated she was also surprised to see 1.15.7 added back in but she was not going to argue with State Statute. Council Member Maniglia noted there was a lawsuit and asked whether an opinion could be sought from the Attorney General. Town Attorney Earley stated she would investigate the matter between the first and second reading. Town Manager Ramaglia advised that the policy provides access to the process but does not provide for an approval. She highlighted the importance of remaining neutral on potential quasi-judicial matters. Discussion continued.

Mayor Danowski sought and did not receive consensus to seek an opinion from the Attorney General. Council Member Miles, Vice Mayor Shorr, and Mayor Danowski opposed.

Vice Mayor Shorr stated “E Road” in 1.2.4 should be changed to “D Road.” He advised that he did not support putting a name on a Special Policy in the Comprehensive Plan, and suggested the names be replaced with references to the included maps. Consensus was to remove the names.

Vice Mayor Shorr referenced the Future Land Uses chart and stated the reference to “congregate living facilities subject to F.S.” was inconsistent. He asked for clarification on the reference to “commercial recreation” in the same chart. Town Planner Forbes commented on the distinction between commercial recreation and general recreation in terms of the intensity and types of uses allowed. Discussion continued regarding definitions. Consensus was to remove the word “commercial.”

Council Member Maniglia asked why Agricultural Residential (AR) had been changed to Rural Residential (RR) in the Future Land Uses chart. Town Planner Forbes explained the difference between zoning and land use categories. Town Manager Maniglia and Town Planner Fleischmann provided additional details of the feedback provided by the PZB.

Council Member Miles asked why Special Policies were listed for specific entities in the

Comprehensive Plan. Town Attorney Earley advised the properties had come before Council and requested a Comprehensive Plan amendment specific to their properties, and the Special Policies memorialized what had been approved. Town Manager Ramaglia added that based on State Statute, the Special Policies must remain in the Comprehensive Plan until October 2024. Discussion continued.

Council Member Miles commented on removal of the word “large” in 1.2.5. Discussion ensued and consensus was to leave the language as-is.

Council Member Herzog asked who determines what is considered “large scale” in 1.1.5.I. Town Planner Forbes stated the definition was in the ULDC.

Council Member Herzog referenced 1.1.15 and stated she did not understand how urban city rules can be proposed when the Town just won its rural designation. She asserted she did not like the idea of MLU being able to be anywhere in Town. Town Planner Forbes explained a proposed MLU would need to meet the location and size criteria outlined to be eligible for application.

Council Member Herzog commented on the reference to 2,000 linear feet and stated East Citrus Drive was not long enough to be the boundary. Town Planner Forbes advised she had a similar question and asked for the attorneys to review the language in 1.2.1 as it relates to Special Policies and MLU. She noted she hoped to have an answer prior to first reading as to how that apparent conflict is resolved. Town Planner Fleischmann pointed out the 2,000 linear feet restriction was also included in the MLU ordinance. Discussion continued.

Council Member Herzog referenced the Future Land Uses chart and stated MLU should be removed, as it is an urban thing, and was not needed in a rural town. She asked the distance between self-storage units as referenced in 1.2.6. Council Member Maniglia advised there was a distance specified in the ULDC.

Council Member Herzog commented on impact fees for development in 1.4.4 and asked whether the fees were one (1) time or annual. Town Planner Fleischmann explained the fees are administered once at the time of development approval.

Council Member Maniglia asked for clarification on whether impact fees that go to the County are shared with the Town to assist with their costs. Town Planner Fleischmann advised that could be negotiated at the time of approval. Mayor Danowski stated she sits on the County committee, so she will investigate and report back.

Council Member Herzog pointed to 1.10.3 and suggested the abbreviations for the agencies be added. Town Manager Ramaglia noted the Water Control District also needed to be deleted from 1.10.2 and 1.10.3.

Council Member Herzog referenced 1.11.2 and 1.11.3 and asked for an explanation of “non-conforming.” Town Manager Ramaglia explained non-conforming uses are created as a result of changes made by the Town to its own regulations.

Council Member Herzog asked what could be done about non-conforming uses that continue to exist in Town, and whether they were still working their way through Code Enforcement. Town Manager Ramaglia advised that there are more than 600 lots that are less than five (5) acres and technically non-compliant. She noted Code Enforcement complaints are not in the scope of the Comprehensive Plan.

Town Planner Fleischmann asked for clarification on the deletion recommended for 1.10.2 and 1.10.3. Town Manager Ramaglia stated that she believed the language should be revisited due to changes to the development process previously adopted.

Mayor Danowski referenced 1.5.1 and noted the number following “Special Policy” was incorrect. She asked whether the Town had a post-disaster redevelopment plan as contemplated in 1.6.4. Town Planner Forbes noted the Town could consider adopting the County plan rather than developing their own. Town Manager Ramaglia stated she would investigate and report back.

Mayor Danowski commented on the subjective nature of “for an extended period of time” in 1.11.2. Town Manager Ramaglia suggested a change to “as specified in the ULDC.” Consensus was to approve the change.

Mayor Danowski asked for clarification on 1.13.2. Discussion ensued. Town Manager Ramaglia stated staff would consolidate and come back with the proposed language.

Mayor Danowski referenced the Commercial Recreation land use category in the Future Land Use table and asked for clarification on what was being stricken. Town Manager Ramaglia advised the category was previously proposed and was removed by PZD.

Town Planner Fleischmann noted there had been a lengthy discussion of the Rural Residential land use category at a previous Council workshop. He discussed examples of business types which may exist in this category. Mayor Danowski stated she was okay with what PZB had done.

Vice Mayor Shorr referenced 1.11.4 and asked what “legally established” means in this instance. Town Planner Forbes stated there is a standard to be considered legally established and reviewed examples. Discussion continued. Town Manager Ramaglia advised that legally established is defined by Palm Beach County, and noted this was an item which needs to be further reviewed by Council as part of a ULDC clean up.

Mayor Danowski sought and received consensus that Section 1 was complete and asked

that members of Council meet individually with Town Manager Ramaglia prior to the first reading to review changes to Section 1.

### **Evaluation and Appraisal Amendments**

Vice Mayor Shorr highlighted an error on page 112, noting it read “a maximum of five (5) units per acre” instead of one (1) unit per five (5) acre lot.

Council Member Herzog noted 3C.2.2 had been excluded and pointed to confusing language under 6.2. Town Planner Forbes advised 6.2 could be remedied by replacing the period after “households” with a comma.

### **B. Discussion Regarding Roadway and Drainage Update.**

Town Manager Ramaglia stated there is a draft of the bid, and Public Works Director Gallant is finalizing the schedule of values. She noted it will then go back to the attorneys for a quick review and then the Invitation to Bid (ITB) can go out. Public Works Director Gallant added that the bid should go out the following week, and staff had begun the preparations for paving. Town Manager Ramaglia explained the bid would need to be open for 30 days. She advised that an ITB does not require a selection committee but does require a protest period. She stated the goal is to award the bid at the April 6, 2024, Council meeting.

## **11. STATEMENTS BY THE TOWN COUNCIL**

**A. Councilmember Margaret Herzog** stated she was glad they had made it through the entire discussion, and noted she liked the idea of meeting one-on-one between meetings to get their individual concerns across. She asked that Town Manager Ramaglia also meet with Mr. Standish to discuss his outstanding comments. She advised that the candidate forum is scheduled for Wednesday, February 7, 6 p.m. to 7 p.m. and asked that questions be mailed to P.O. Box 96, Town of Loxahatchee Groves.

**B. Councilmember Marianne Miles** stated she was glad the Comprehensive Plan process was moving forward and would be complete so they can move on.

**C. Councilmember Phillis Maniglia** commented that she had been peppered with ethics complaints since 2018, and none have ever been founded. She stated she was looking forward to having a Council that can work together.

**D. Vice Mayor Robert Shorr** thanked Public Works Director Gallant and his crew, noting improvements are already evident and he looks forward to the next phase of

paving. He asserted the candidate forum was not to use any of the Town's equipment for live streaming. Town Manager Ramaglia advised that use of the equipment had been requested and staff had agreed. Mayor Danowski sought and did not receive consensus to allow the candidate forum to use the Town's audio-visual equipment and staff to live stream. Vice Mayor Shorr, Councilmember Maniglia, and Mayor Danowski were opposed.

Vice Mayor Shorr stated he would be heading to Tallahassee the following week and was excited to learn with the League of Cities. He noted the Water Resources Task Force meeting was coming up, and he would be taking part in a Street Light Ad-Hoc Committee to discuss the Palm Beach County street light policy.

- E. Mayor Laura Danowski** thanked staff for their work through the long Comprehensive Plan and EAR process. She commented on the Mayor's Breakfast and Parade at the South Florida Fair and shared that it was well attended. She noted she had attended the 2024 reunion at Yesteryear Schoolhouse, and it had brought back memories. She added that she also looked forward to going to Tallahassee.

## 12. TOWN MANAGER'S REPORT

Town Manager Ramaglia asked Town Planner Forbes to describe the Town's enhanced process for development applications. Town Planner Forbes stated she had mentioned at the last meeting that staff would be beginning the Development Review Committee (DRC) process with applicants beginning January 25. She advised that there are three (3) applicants currently going through that process. She noted a formal recommendation will not come out of the DRC, and the timeline will depend on the time applicant's need to address comments and resubmit. Town Manager Ramaglia added that DRC meetings are open to the public, but do not include public engagement. Town Planner Forbes stated there would be a standing meeting scheduled for the fourth Thursday of each month at 10 a.m., depending on the applications. She noted there would be a Zoom link available.

## 13. TOWN ATTORNEY'S REPORT

Town Attorney Earley had no report.

## 14. TOWN CLERK'S REPORT

Town Clerk Consultant Valerie Oakes had no report.

## 15. ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 10:18 PM.



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL COMMUNITY DISCUSSION MEETING MINUTES**

**FEBRUARY 06, 2024, 6:00 P.M.**

*Meeting audio available in Town Clerk's Office.*

**CALLED TO ORDER**

Mayor Danowski called the meeting to order at 6:00 p.m.

**PRESENT**

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Elizabeth Lenihan, Public Works Director Richard Gallant, and Acting Town Clerk Valerie Oakes were present.

**COMMENTS FROM THE PUBLIC**

Deborah Marshall spoke on issues regarding 161<sup>st</sup> and that a plan needs to be provided to the residents. She explained that she received the standards for roads and transportation from the State Attorney's Office (audio difficulties).

Mr. Austin questioned how uninspected apartment buildings were being built and occupied. Town Manager Ramaglia explained that they would be subject to Code Enforcement.

Mr. Coleman requested to use the facility for a Candidate's Forum, which was denied and wanted an explanation for the decision. Vice Mayor Shorr explained that a precedent has been set to use the facility for the room and the restrooms, not the audio equipment, streaming or software; furthermore, should something occur with the streaming the Town could be held liable.

Virgina Standish wanted clarification on the process time from the Building Department on a request for the minimum/maximum size to build an unattached quarters on a residential property of five (5) acres. Town Manager Ramaglia answered that the Planner provided a direct response that the minimum size for any dwelling per the code is 400 square feet.

Cassie Suchy explained the need for additional patrol duty for traffic control. Furthermore, there was a building permit requirement to provide for an easement. Town Manager Ramaglia informed that a building permit is never conditioned upon the receipt of an easement; additionally, an item is on the agenda regarding the easement policy.

Mr. Escarete inquired about the paving of Gruber Lane. Vice Mayor Shorr explained that currently there is an invitation to bid on this project. Councilmember Maniglia expressed that many residents on Gruber Lane do not want the road paved and asked the Town Manager for

the process to remove this street from the paving plan. Town Manager Ramaglia explained that staff will hold a community outreach meeting explaining the paving plan, host a two-hour open house to discuss their concerns, and at the March 6, 2024, Town Council meeting there will be an item to discuss the Capital Plan where there is an opportunity for additions/deletions. A final paving plan and an award of the ITB will come before the Council at the April meeting.

Acting Town Clerk Oakes read aloud a comment card from a resident regarding allowing the use of the facility without the use of the camera/audio equipment.

Brian McNeil stated that the Public Works Director has been most helpful, however, is unaware of the verbal arrangements that were made with previous staff regarding the installation of bollards. The previous staff had notes on the agreement in a book. Town Attorney Lenihan explained that a book held by an employee is considered personal notes for their own use and recollection unless shared with someone else then it would become a public record. Mr. McNeil granted the Town an easement for additional roadway at the front of his property so that a grader could grade to that edge and no further. There have been conversations regarding additional easements but would have to be documented and recorded, which has not come to finality.

## **ADJOURNMENT**

There being no further comments the meeting adjourned at 6:54 p.m.

## **TOWN OF LOXAHATCHEE GROVES, FLORIDA**

\_\_\_\_\_  
Mayor Laura Danowski

ATTEST:

\_\_\_\_\_  
Vice Mayor Robert Shorr

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Councilmember Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Marianne Miles



## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 4, 2024

**SUBJECT:** Approval of Resolution No. 2024-31 Approving the Agreement with Steffen & Sons Striping, LLC Piggyback Contract

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#### Background:

The Public Works Department is interested in implementing the Village of Wellington piggyback contract with Steffen & Sons Striping, LLC to stripe and restripe paved roads and speed bumps throughout the town as needed.

**Recommendations:** Move to adopt Resolution No. 2024-31 approving the Agreement with Steffan & Sons Striping, LLC.

**RESOLUTION NO. 2024-31**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH STEFFEN & SONS STRIPING, LLC FOR ROADWAY STRIPING AND PAVEMENT MARKING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(5) of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town is in need of reliable sources for goods and services relating to roadway striping and pavement marking services; and

**WHEREAS**, the Village of Wellington has competitively procured roadway striping and pavement marking services through ITB #202210: Roadway Striping and Pavement Marking Services and the Town can obtain the same goods and services at prices equal to or less than the prices in the contracts entered into by the Village of Wellington through ITB #202210; and

**WHEREAS**, the Town Council desires to enter into an agreement with Steffen & Sons Striping, LLC utilizing the local government contract awarded under the Village of Wellington (ITB #202210) for roadway striping and pavement marking services, as set forth in Exhibit “A”; and

**WHEREAS**, the Town Council has determined entering into the agreement serves a valid public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the Village of Wellington (ITB #202210) for roadway striping and pavement marking services so long as it remains in effect, including renewals and extensions, and enter into an agreement with the awarded vendor Steffen & Sons Striping, LLC pursuant to and consistent with Exhibit "A".

**Section 3.** The Mayor is authorized to execute any and all documents to implement the use of the Village of Wellington (ITB #202210) by the Town, including letter agreements and addenda, renewals and extensions in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 4.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

□ □ □

□ □ □

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

Mayor Anita Kane

Vice Mayor Margaret Herzog

Councilmember Laura Danowski

Councilmember Phillis Maniglia

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## **AGREEMENT**

This Agreement for Roadway Striping and Pavement Marking Services (“Agreement”) is made as of the 4 day of June, 2024, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, (“TOWN”), and **Steffen & Sons Striping, LLC.**, a limited liability company authorized to do business in the State of Florida, (“CONTRACTOR”).

## **RECITALS**

WHEREAS, the TOWN is in need of a contractor to perform roadway striping and pavement marking services (“SERVICES”) for the TOWN; and

WHEREAS, the Village of Wellington, through its competitive selection process, awarded to the CONTRACTOR a Contract for ITB #202210: Roadway Striping and Pavement Marking Services, which has been renewed through April 11, 2025, with a price increase (“CONTRACT”) for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
  - A. All written modifications and amendments hereto;
  - B. This Agreement;

C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Contract, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Effective date, term and renewal. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on **April 11, 2025**. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

7. Miscellaneous Provisions.

- 7.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.2 The Project Manager for the TOWN is \_\_\_\_\_ at \_\_\_\_\_.  
The Project Manager for the CONTRACTOR is \_\_\_\_\_ at \_\_\_\_\_.
- 7.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 7.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 7.5 **Entire Agreement; Amendment and Waiver:** This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.
- 7.6 **Successors and Assigns:** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7.7 **Governing Law; Consent to Jurisdiction:** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 7.8 **Third Party Beneficiary rights:** This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 7.9 **Severability:** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.10 **Public Records:** Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the TOWN to perform the service.
  - (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, [voakes@loxahatcheegrovesfl.gov](mailto:voakes@loxahatcheegrovesfl.gov), OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

- 7.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 7.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 7.13 Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 7.14 Sales and Use Tax: The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.



7.15 Scrutinized Companies.

- (a) CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- (b) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is or has been engaged with business operations in Cuba or Syria during the term of this Agreement.
- (c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- (d) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7.16 Public Entity Crimes: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR certifies that it and its subcontractors are not on the convicted vendor list and have not been for at least 36 months prior to entering into this Agreement. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

7.17 Enforcement Costs: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

7.18 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS

## RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

### 8. Insurance.

- 8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in “monopolistic” states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.
- 8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- 8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- 8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- 8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.
- 8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.
- 8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

### 9. Indemnity.

- 9.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- 9.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- 9.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

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

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST

\_\_\_\_\_  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

CONTRACTOR: STEFFEN & SONS STRIPING, LLC, a Florida  
limited liability company

By: \_\_\_\_\_  
Stephen P. Steffen, Manager

[Corporate Seal]

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by means of \_\_\_ physical presence or \_\_\_  
online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Stephen P. Steffen, as Manager of  
Steffen & Sons Striping, LLC, a limited liability company authorized to do business in the State  
of Florida, and \_\_\_ who is personally known to me or \_\_\_ who has produced the following  
\_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## Roadway Striping and Pavement Marking Services

ITB #202210

4/11/2024 through 4/11/2025

**STEFFEN & SONS  
STRIPING LLC**

Item Number	Description	Quantity	Unit	Unit Price	Sub Total	Increase Request	New Unit Price
10748	THERMOPLASTIC STRIPING, SOLID WHITE OR YELLOW, 6" WIDE	175,000.00	LF	\$1.08	\$189,210.00	4%	\$1.12
10749	THERMOPLASTIC STRIPING, SKIP, WHITE OR YELLOW, 6" WIDE	2,000.00	LF	\$1.11	\$2,223.60	4%	\$1.16
10750	THERMOPLASTIC STRIPING, SOLID WHITE, 8" WIDE	2,000.00	LF	\$1.28	\$2,550.00	4%	\$1.33
10751	THERMOPLASTIC STRIPING, SOLID YELLOW, 8" WIDE	2,000.00	LF	\$1.02	\$2,040.00	4%	\$1.06
10752	THERMOPLASTIC STRIPING, SOLID WHITE, 12" WIDE	5,000.00	LF	\$3.16	\$15,810.00	4%	\$3.29
10753	THERMOPLASTIC STRIPING, SOLID WHITE, 18" WIDE	5,000.00	LF	\$2.55	\$12,750.00	4%	\$2.65
10754	THERMOPLASTIC STRIPING, SOLID YELLOW, 18" WIDE	5,000.00	LF	\$3.32	\$16,575.00	4%	\$3.45
10755	THERMOPLASTIC STRIPING, SOLID WHITE, 24" WIDE	3,500.00	LF	\$4.85	\$16,957.50	4%	\$5.04
10756	THERMOPLASTIC INSTALLED, WHITE, ARROWS: "SINGLE"	100.00	EA	\$56.10	\$5,610.00	4%	\$58.34
10757	THERMOPLASTIC, REFURBISHMENT, WHITE, ARROWS: "SINGLE"	100.00	EA	\$56.10	\$5,610.00	4%	\$58.34

4/11/2024 through 4/11/2025

**STEFFEN & SONS  
STRIPING LLC**

Item Number	Description	Quantity	Unit	Unit Price	Sub Total	Increase Request	New Unit Price
10758	THERMOPLASTIC INSTALLED, WHITE, ARROWS: "DOUBLE"	100.00	EA	\$91.80	\$9,180.00	4%	\$95.47
10759	THERMOPLASTIC, REFURBISHMENT, WHITE, ARROWS: "DOUBLE"	50.00	EA	\$91.80	\$4,590.00	4%	\$95.47
10760	THERMOPLASTIC STREET MESSAGE	40.00	EA	\$102.00	\$4,080.00	4%	\$106.08
10761	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: "ONLY" INSTALL/REFURBISHMENT	40.00	EA	\$56.10	\$2,244.00	4%	\$58.34
10762	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: "STOP" INSTALL/REFURBISHMENT	20.00	EA	\$56.10	\$1,122.00	4%	\$58.34
10763	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: "SCHOOL" INSTALL/REFURBISHMENT	50.00	EA	\$76.50	\$3,825.00	4%	\$79.56
10764	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: "XING"* INSTALL/REFURBISHMENT	15.00	EA	\$61.20	\$918.00	4%	\$63.65
10765	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: "SLOW"* INSTALL/REFURBISHMENT	15.00	EA	\$61.20	\$918.00	4%	\$63.65
10766	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: "HORSE"* INSTALL/REFURBISHMENT	15.00	EA	\$61.20	\$918.00	4%	\$63.65

4/11/2024 through 4/11/2025

**STEFFEN & SONS  
STRIPING LLC**

Item Number	Description	Quantity	Unit	Unit Price	Sub Total	Increase Request	New Unit Price
10767	THERMOPLASTIC, REFURBISHMENT, WHITE, MESSAGE: BIKE LANE MARKING INSTALL/REFURBISHMENT	50.00	EA	\$61.20	\$3,060.00	4%	\$63.65
10768	THERMOPLASTIC, INSTALLED, WHITE, MESSAGE; BIKE LANE MARKING	50.00	EA	\$61.20	\$3,060.00	4%	\$63.65
10769	THERMOPLASTIC, DOTTED GUIDELINE, 6" SKIP; 2-4 GAP	1,000.00	LF	\$1.11	\$1,111.80	4%	\$1.16
10770	THERMOPLASTIC, DOTTED GUIDELINE, 6" SKIP; 6-10 GAP	2,000.00	LF	\$1.11	\$2,223.60	4%	\$1.16
10771	THERMOPLASTIC, DOTTED GUIDELINE, 6" SKIP; 10-30 GAP	4,000.00	LF	\$1.11	\$4,447.20	4%	\$1.16
10772	RED & AMBER; BI-DIRECTIONAL	300.00	EA	\$2.45	\$734.40	4%	\$2.55
10773	AMBER; BI-DIRECTIONAL	1,500.00	EA	\$4.34	\$6,502.50	4%	\$4.51
10774	WHITE & RED; BI-DIRECTIONAL	800.00	EA	\$4.34	\$3,468.00	4%	\$4.51
10775	BLUE; BI-DIRECTIONAL	100.00	EA	\$2.81	\$280.50	4%	\$2.92
10776	REMOVE EXISTING PAVEMENT MARKINGS USING ROTARY GRINDER	1,000.00	SF	\$2.04	\$2,040.00	4%	\$2.12
10777	REMOVE EXISTING PAVEMENT MARKINGS USING HYDRO BLAST (PRESSURE CLEANING)	1,000.00	SF	\$2.55	\$2,550.00	4%	\$2.65
10778	REMOVE EXISTING PAVEMENT MARKINGS USING SANDBLASTING	1,000.00	SF	\$1.02	\$1,020.00	4%	\$1.06



4/11/2024 through 4/11/2025

**STEFFEN & SONS  
STRIPING LLC**

Item Number	Description	Quantity	Unit	Unit Price	Sub Total	Increase Request	New Unit Price
10779	REMOVE EXISTING REFLECTIVE PAVEMENT MARKERS (RPM)	5,000.00	EA	\$0.51	\$2,550.00	4%	\$0.53
10780	REMOVAL OF FOIL BACK TAPE (TEMPORARY)	80,000.00	LF	\$0.31	\$24,480.00	4%	\$0.32
10781	PAINTED STRIPING, SOLID BLUE, 4" WIDE	1,000.00	LF	\$0.26	\$255.00	4%	\$0.27
10782	PAINT STRIPING, SOLID WHITE OR YELLOW, 4" WIDE, FOR PARKING STALLS	80,000.00	LF	\$0.29	\$22,848.00	4%	\$0.30
10783	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, SOLID 6"	80,000.00	LF	\$0.31	\$24,480.00	4%	\$0.32
10784	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, SOLID 12"	2,500.00	LF	\$0.61	\$1,530.00	4%	\$0.64
10785	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, SOLID 24"	2,000.00	LF	\$1.53	\$3,060.00	4%	\$1.59
10786	PAINTED PAVEMENT MARKINGS; 6" SKIP	2,000.00	LF	\$0.36	\$714.00	4%	\$0.37
10787	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE "ONLY"	20.00	EA	\$30.60	\$612.00	4%	\$31.82
10788	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE "STOP"	20.00	EA	\$30.60	\$612.00	4%	\$31.82
10789	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE "SCHOOL"	25.00	EA	\$51.00	\$1,275.00	4%	\$53.04
10790	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE "XING" *	10.00	EA	\$30.60	\$306.00	4%	\$31.82

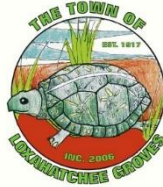
4/11/2024 through 4/11/2025

**STEFFEN & SONS  
STRIPING LLC**

Item Number	Description	Quantity	Unit	Unit Price	Sub Total	Increase Request	New Unit Price
10791	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE "SLOW"*	10.00	EA	\$30.60	\$306.00	4%	\$31.82
10792	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE "HORSE"*	10.00	EA	\$30.60	\$306.00	4%	\$31.82
10793	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE "A.D.A. EMBLEM"	50.00	EA	\$30.60	\$1,530.00	4%	\$31.82
10794	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, ARROWS, "SINGLE"	50.00	EA	\$25.50	\$1,275.00	4%	\$26.52
10795	PAINTED PAVEMENT MARKINGS; STANDARD, WHITE, ARROWS, "DOUBLE"	50.00	EA	\$51.00	\$2,550.00	4%	\$53.04
10796	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	80,000.00	LF	\$0.31	\$24,480.00	4%	\$0.32
10797	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 18"	10,000.00	LF	\$0.61	\$6,120.00	4%	\$0.64
10798	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP 6"; 10-30 GAP	2,000.00	LF	\$0.36	\$714.00	4%	\$0.37

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 4, 2024

**SUBJECT:** Approval on *Resolution No. 2024-32* approving a Piggyback Contract with Odums Sod, Inc.

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#### Background:

The Public Works Department is interested in implementing a piggyback contract with Odums Sod, Inc. The contract will be utilized for the purchasing and laying of various sod throughout the town for projects such as canal restoration, culvert replacements and work within the swales. With the approval of this contract, the Public Works Department will be able to complete projects in a timelier manner and ultimately save money on future projects.

#### Recommendations:

Move that Town Council adopt *Resolution No. 2024-32* approving the piggyback contract with Odums Sod, Inc. for the purchasing and laying of sod throughout the town.

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH ODUMS SOD, INC., FOR GOODS AND SERVICES PURSUANT TO VILLAGE OF WELLINGTON ITB202312; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(5) of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town is in need of reliable goods and services relating to the provision and installation of sod; and

**WHEREAS**, the Village of Wellington conducted a competitive procurement of services ITB202312 and awarded an Annual Sod Contract to Odums Sod, Inc., a Florida corporation; and

**WHEREAS**, the Town Council desires to enter into an agreement with Odums Sod, Inc. utilizing the agreement awarded under the Village of Wellington ITB202312 “Annual Sod Contract”, as set forth in Exhibit “A”; and

**WHEREAS**, the Town Council has determined entering into the agreement serves a valid public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the Village of Wellington ITB202312 "Annual Sod Contract" for purchase and installation of sod so long as it remains in effect, including renewals or extensions, and enter into an agreement with the awarded vendor Odums Sod, Inc. pursuant to and consistent with Exhibit "A". The Mayor is authorized to execute any and all documents to implement the use of the Village of Wellington ITB202312 "Annual Sod Contract" by the Town, including letter agreements, addenda, renewals and extensions in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

**Section 3.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Robert Shorr

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Laura Danowski

## AGREEMENT

This Agreement for Goods and Services (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, (“TOWN”), and **Odums Sod, Inc.**, 16571 Rembrandt Road, Loxahatchee, Florida 33470, a corporation authorized to do business in the State of Florida, (“CONTRACTOR”).

## **RECITALS**

WHEREAS, the TOWN is in need of a contractor to provide and install sod (“GOODS AND SERVICES”) for the TOWN; and

WHEREAS, the Village of Wellington, through its competitive selection process, awarded Agreement No. ITB202312 for Annual Sod Contract (“CONTRACT”) to the CONTRACTOR for substantially the same goods and services sought by the TOWN; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the GOODS AND SERVICES based on the pricing and terms and conditions of the CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:
  - A. All written modifications and amendments hereto;
  - B. This Agreement;
  - C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the GOODS AND SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 6.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.



- 6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on **April 10, 2025**, or until the CONTRACTOR has completed all work that was commenced prior to that date, and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, whichever is later. This Agreement may be renewed for up to three (3) additional one (1) year periods consistent with the renewal of the CONTRACT.
- 6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the TOWN to perform the service.
  - (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, [townclerk@loxahatcheegrovesfl.gov](mailto:townclerk@loxahatcheegrovesfl.gov), OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

- 6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.
- 6.15 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR

enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR 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 the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

## 7. Indemnity.

- 7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- 7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be

detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- 7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply to claims against the TOWN based in tort or contract regardless of whether such limits would apply in the absence of this clause.

## 8. Insurance.

- 8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.
- 8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

- 8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
  - 8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
  - 8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.
  - 8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.
  - 8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.
9. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:
- 9.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
  - 9.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
  - 9.3 Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;
  - 9.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
  - 9.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
  - 9.6 Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

CONTRACTOR: ODUMS SOD, INC., a Florida corporation

By: \_\_\_\_\_  
Warren L. Prescott, Jr., President

[Corporate Seal]

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Warren L. Prescott, Jr. as President of Odums Sod, Inc., a corporation authorized to do business in the State of Florida, and \_\_\_ who is personally known to me or \_\_\_ who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST

\_\_\_\_\_  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney



### **ADVERTISEMENT/INVITATION TO BID**

The Village of Wellington Council is accepting sealed bids for **ITB #202312 Annual Sod Contract**

All Bids must be received, no later than **March 9, 2023 at 11:00 am. local time**, at which time all Bids will be publicly opened via Zoom – **Meeting ID: 850 8004 8563 and Passcode: kF6?6J**

Bids may be submitted electronically through the Village of Wellington’s bid portal or delivered/mailed to the Clerk’s Office at the address below.

- Electronic Bids will only be accepted when submitted through the Village of Wellington’s bid portal. Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk’s Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk’s Office does not constitute “receipt” as required by this solicitation. The Clerk’s Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, (“Owner”).

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) or at [www.wellingtonfl.gov/purchasing](http://www.wellingtonfl.gov/purchasing) **starting on February 8, 2023**. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All paper bids shall be sealed when submitted and be delivered or mailed to:

**Wellington  
ATTN: Clerk’s Office  
12300 Forest Hill Blvd  
Wellington, FL 33414**

### **ENVELOPE MUST BE IDENTIFIED AS SEALED BID #202312 – Annual Sod Contract**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington’s Purchasing Division: Emma Ramirez, Phone 561-791-4021 or email [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov) .

**Publish: Palm Beach Post – February 8, 2023**

Account #9-657448

## BID COVER PAGE

**SUBMIT BIDS TO:**  
Wellington  
Attn: Clerk's Office  
12300 Forest Hill Blvd  
Wellington, FL 33414

**REFER ALL INQUIRIES TO PRIMARY CONTACT:**  
Purchasing Division  
12300 Forest Hill Blvd  
Wellington, FL 33414  
Phone:(561) 791-4021

Wellington  
**INVITATION TO BID**  
COMMODITY/SERVICE

**BID TITLE:**

Annual Sod Contract

**BID NO:**

202312

**NAME OF FIRM, ENTITY, or ORGANIZATION:****NAME OF CONTACT PERSON****VENDOR MAILING ADDRESS:****CITY:****ZIP:****STATE:****TITLE****VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):****CITY:****ZIP:****STATE:****PHONE NUMBER:****FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):****EMAIL ADDRESS:****STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)****FAX NUMBER:****ORGANIZATIONAL STRUCTURE (Please Check One):**Corporation ☐Partnership ☐Proprietorship ☐Joint Venture ☐Other ☐*If Corporation, please provide the following:*(A) Date of Incorporation: \_\_\_\_\_  
Month / Day / Year

(B) State or Country of Incorporation:



## INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	2/8/23
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	5:00 P.M. Local Time	2/22/23
Bids Received By – (Deadline & Opening)	11:00 A.M. Local Time	3/9/23
Evaluation Committee Meeting (if applicable)	N/A	N/A
Posted Notice of Intended Award	Tentative	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

**ORDER OF PRECEDENCE:** All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- |                                   |                                    |                                  |
|-----------------------------------|------------------------------------|----------------------------------|
| 1. Bid acknowledgement Cover Page | 5. General Terms and Conditions    | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders        | 6. General Instructions to Bidders | Instructions and Forms           |
| 3. Special Terms and Conditions   |                                    |                                  |
| 4. Technical Specifications       |                                    |                                  |

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:
  - (a) **Part III.A.7.c** – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
  - (b) **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
  - (c) **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.

(d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

Item 5.

6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

## GENERAL TERMS AND CONDITIONS

- 1 **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.
- 2 **EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
- 3 **PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- 4 **TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 **MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).  
If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
  - (a) **UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
  - (b) **SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.

- (c) **OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder b conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.
- (d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.
- 10 DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 11 INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 12 DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof.

Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

- 13 LOBBYING/CONE OF SILENCE:** Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

- 14 AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- (a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.
- (b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.
- (c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Chapter 9, of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:
  - (1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;
  - (2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

- (d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- (e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.
- (f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- 15 BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.
- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 NON-DISCRIMINATION:** The bidder shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this solicitation. Bidder shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this solicitation, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Bidder shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.
- Bidder's decisions regarding the delivery of goods or services under this solicitation shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 22 QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense

of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

- 24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.
- 25 CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
  - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
  - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in the Purchasing Manual in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.
- 27 FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 28 BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 29 APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 30 ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.
- 31 LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.
- 32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services

awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination, including all taxes, duties, and freight charges, to the requesting agency.

Item 5.

- 33 WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.
- 34 PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), 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 submit Bids 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 S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35 CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.
- 36 NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.  
No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).
- 37 PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announced, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. ADDIE AT 561-791-4000, [CADDIE@WELLINGTONFL.GOV](mailto:CADDIE@WELLINGTONFL.GOV) , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

- 38 TIE BIDS:** If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:
- (a) Delivery time – time for performance, if provided in the bid or proposal
  - (b) Certification of a "Drug Free Workplace Program" which meets the criteria established in F.F., Section 287.087
  - (c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.
- 39 ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.



- 40. PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 41. SCRUTINIZED COMPANIES:** Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this solicitation, BIDDER certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this solicitation is valued greater than \$1 million, BIDDER further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this solicitation. If the Village determines, using credible information available to the public, that BIDDER has submitted a false certification, the Village may terminate Contract and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.
- 42. E-VERIFY - COMPLIANCE WITH F.S. 448.095:** Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

## SPECIAL TERMS AND CONDITIONS

**PURPOSE:** The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for an Annual Sod Contract as specified herein.

**TERM OF CONTRACT:** The term of the contract shall be for one (1) year from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for four (4) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of four year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

**ESCALATION AND DE-ESCALATION DURING RENEWAL:** Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. Wellington will consider such price increase based on the most recent published Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the successful bidder will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

**METHOD OF AWARD:** Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.** **NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.**

**WORK AUTHORIZATION/PLACING ORDERS:** Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

**PAYMENT:** Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

**DELIVERY:** Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Deliveries shall be made within seventy-two (72) hours after an order is placed, unless coordinated differently with Wellington. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of

a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

**PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:** If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

**INSURANCE:** The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:  
(Certificates need to include the following as the Certificate Holder)

Village of Wellington  
c/o Insurance Tracking Services, Inc. (ITS)  
PO Box 60840  
Las Vegas, NV 89160

Email: [VOW@instracking.com](mailto:VOW@instracking.com) or  
Facsimile: +1 (562) 435-2999

#### Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

#### Renewal Policies

The Contractor shall promptly deliver to Insuretrack Insuretech, LLC a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$1,000,000 general aggregate, \$1,000,000 per person, \$1,000,000 each occurrence and \$1,000,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$1,000,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

**CONTACT PERSON:** For any additional information regarding the specifications and requirements of this bid, contact: Emma Ramirez at [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov), 561-791-4021.

**BID CLARIFICATION:** Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov). The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**GUARANTEE:** The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

**WARRANTY:** Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

**PRODUCT/CATALOG INFORMATION:** All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information may result in rejection of your bid.

**COMPLETE PROJECT REQUIRED:** These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

**BID SUBMITTAL:** All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

**LATE BIDS:** The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

**EXCEPTIONS TO SPECIFICATIONS:** Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**COMPLETE INFORMATION REQUIRED ON BID FORM:** All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**ESTIMATED QUANTITIES:** Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

**SUBCONTRACTORS:** Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Questionnaire" included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

**ACCEPTANCE:** Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistent with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

All sod specified in this bid document shall be in compliance with standards established by the Turf green Producers Association of Florida and the Seed Certification Association, Inc. All sod shall be commercial grade quality.

Sod shall be well matted with heavy root development, firm texture, strongly rooted, not less than two years old. Sod shall contain no objectionable vegetation, fungi, fire ants, or disease and machine cut to pad thickness of  $\frac{3}{4}$ " (plus or minus  $\frac{1}{4}$ ") excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted. The soil embedded in the sod shall be free of stones.

The sod shall be cut in commercial size rectangles, with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.

**A. Lines 1-4: St AUGUSTINE SOLID SOD (Shenotaphrum Secundatum):** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be from a certified grower.
- Sod shall be well matted with strong developed roots and be not less than two years old. Free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" X 24" X  $\frac{3}{4}$ " (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

**B. Line 5: BAHIA (Paspalum Notatum Argentine):** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. including but not limited to the following:

- Sod shall be well matted with strong developed roots and be not less than two years old. Free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
- Machine cut pad size: 12" X 24" X  $\frac{3}{4}$ " (+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

**C. Line 10: CERTIFIED BERMUDA (Tifway 419):** Sod is to be certified by the Turf Green Producers Association of Florida and Southern Seed Certification Association, Inc. An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent of any other grass or weeds. Sod shall possess characteristic upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two years old.
- Machine cut pad size 12" X 24" (except for Big Roll" Bermuda Sod which shall be delivered as harvested 42" wide x 60" long rolls) x  $\frac{3}{4}$ "(+1/4") excluding top growth and thatch. Must be mowed two days prior to cut and able to remain intact when suspended vertically with a firm grasp on 10% of pad.

- Sod must be viable (not dormant) and capable of vigorous growth when planted.
  - The sod shall not contain any broadleaf or torpedo grass and no more than 2% of any other grass or weeds. All sod shall be checked for the pubescence on the upper surface that is characteristic of 419 Bermuda.

**D. Lines 13 – 14: PINE STRAW MULCH:** Product shall conform to the following:

- Be satisfactory to Wellington's use.
- Be of such consistency that, when properly loosened, it can be distributed in a uniform application.
- The pine straw should be hand raked, free of sticks, pine cones, weeds, and/or litter. Straw shall be clean and red in color with adequate moisture for appearance. Aged, discolored, or deteriorated straw is not acceptable.
- Nominal size of a bale of pine straw shall be 14" x 14" x 28" packed. A bale of pine should cover sixty (45) square feet, with a nominal thickness, when spread, of two (2) inches.

**E. Line 15: SEED AND MULCH:** Product shall conform to the following:

- Permanent Crop, Bahia@ 100 # (Alt. mix bahia @ 80 # & Comm. Berm@ 20#
- Cover Crop, Millet (Summer) or Rye (Winter) @ 100 #
- Fertilizer, 16-4-8 standard mix @400#
- Mulch / Hay, Pasture grass @ 1-1.5 Tons

**\* Please note, specification above is based on per acre applied. However, provide price per square yard\***

To start the Culti-Packer will cut and break soil. Then seeds will be applied to area. Then fertilizer, applied. Following that, the hay/mulch is blown over seeded areas, all to be applied at above rate. To finish, all areas will be cut and rolled again with the Culti-Packer. This will create immediate erosion control. Basic growth schedule, cover crop should begin to show in 10 to 14 days with sufficient moisture. That will last about three months (90 TO 120 DATS). At that time, the permanent crop should begin to germinate in 2 to 3 months (60 to 90 days) under ideal conditions

**F. Line 16: HYDRO SEED:** Product shall conform to the following:

Remove and replace any sod as directed by the Project Manager.

- Use equipment specifically designed for mixing the wood fiber, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded.
- Use wood fiber that is made of 100% hardwood or softwood and does not contain reprocessed wood or paper fibers. Ensure that a minimum of 50% of the fibers are equal to or greater than 0.15 inch length and a minimum of 50% of the fibers will be retained on a twenty-five mesh screen.
- Mix fertilizer as required into hydroseeding slurry.
- Mix seed into the slurry at rates in accordance with Design Standards, Index 104.
- Ensure that the dye does not contain growth or germination inhibiting chemicals.
- When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compo

**Note: Please submit your bid in this order for electronic and paper bids.**

YES\_\_\_ NO\_\_\_ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES\_\_\_ NO\_\_\_ 2. Bid Cover Page

YES\_\_\_ NO\_\_\_ 3. Acknowledgment of addendums (if any)

YES\_\_\_ NO\_\_\_ 4. Bid Submittal

YES\_\_\_ NO\_\_\_ 5. Schedule of Value

YES\_\_\_ NO\_\_\_ 6. Questionnaire

YES\_\_\_ NO\_\_\_ 7. Drug Free Workplace

YES\_\_\_ NO\_\_\_ 8. Sworn Statement under Section 287.133(3) (a)

YES\_\_\_ NO\_\_\_ 9. Certification Pursuant To Florida Statute § 215.4725

YES\_\_\_ NO\_\_\_ 10. Wellington Local Preference Form

YES\_\_\_ NO\_\_\_ 11. Conflict of Interest

YES\_\_\_ NO\_\_\_ 12. Non-Collusion Affidavit

YES\_\_\_ NO\_\_\_ 13. Insurance Certificates

YES\_\_\_ NO\_\_\_ 14. Copy of Appropriate Licenses

YES\_\_\_ NO\_\_\_ 15. E-Verify Memorandum of Understanding (MOU)



<b>BID SUBMITTAL</b>
----------------------

To:

## Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

(Vendor)

agrees to provide material for the **Annual Sod Contract** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Contractor's Signature \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**See attached Schedule of Values in Excel Format.**

## QUESTIONNAIRE

Item 5.

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? \_\_\_\_\_

2. What is the last project of this nature that you have completed?

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3. Have you ever failed to complete work awarded to you? If so, where and why? \_\_\_\_\_

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4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Name	Address	Phone	Email
Name	Address	Phone	Email

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? \_\_\_\_\_

---

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

8. What equipment do you own that is available for the work? \_\_\_\_\_

Equipment Type	Equipment Type

9. What equipment will you purchase for the proposed work? \_\_\_\_\_

10. What equipment will you rent for the proposed work? \_\_\_\_\_
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. \_\_\_\_\_
12. The address of principal place of business is \_\_\_\_\_
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: \_\_\_\_\_
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. \_\_\_\_\_
15. 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. \_\_\_\_\_
16. 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). \_\_\_\_\_
17. 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. \_\_\_\_\_
18. 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. \_\_\_\_\_
19. 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? If yes, provide details. \_\_\_\_\_
20. List and disclose any and all business relations with any members of Wellington Council. \_\_\_\_\_

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We 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. We 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. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, 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 Bid, 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 893 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. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

Item 5.

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 Village of Wellington  
[print name of the public entity]
- by \_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement] [print individual's name and title]
- whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
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 of 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 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 a 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.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. 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 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 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 AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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.

STATE OF \_\_\_\_\_ [signature]

COUNTY OF \_\_\_\_\_ [date]

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ by \_\_\_\_\_  
[date] [name]

He/she is personally known to me or has presented \_\_\_\_\_ as identification.  
[type of identification]

\_\_\_\_\_  
[Notary's Signature and Seal]

\_\_\_\_\_  
Print Notary Name and Commission No.

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
certifies

Print Name

Company Name

that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

**Chapter 9, LOCAL PREFERENCE**

**Western Communities Local Business** - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

**Palm Beach County local business** - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

**Subcontractor utilization** - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: \_\_\_\_\_

2. The address of the business is: \_\_\_\_\_

3. How long has the business been located at its current address: \_\_\_\_\_

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: \_\_\_\_\_

6. The previous address of the business is: \_\_\_\_\_



7. How long was this business at the previous location: \_\_\_\_\_

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: \_\_\_\_\_ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - \_\_\_\_\_ Applicants Business Address \_\_\_\_\_

**Signature of Authorized Representative of Corporation, Partnership, or other business entity:**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ He/She is personally known to me or has presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_

Notary Seal

(State)

**Signature of Individual if Sole Proprietor:**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by  
 \_\_\_\_\_ . He/She is personally known to me or has presented \_\_\_\_\_ as  
 identification. (Type of Identification)

 \_\_\_\_\_  
 (Signature of Notary)

 \_\_\_\_\_  
 (Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_

Notary Seal

(State)

## CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

### CHECK ALL THAT APPLY:

#### **NO CONFLICT:**

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

#### **CONFLICT:**

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

**NON-COLLUSION AFFIDAVIT***Item 5.*

State of \_\_\_\_\_

County of \_\_\_\_\_

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

\_\_\_\_\_  
Name of Bidder\_\_\_\_\_  
Print name of designated signatory\_\_\_\_\_  
Signature\_\_\_\_\_  
Title

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

(Affix Seal Here)

## REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

**Construction Industry** - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see [69L-6.021 Florida Administrative Code](#).

**Non-Construction Industry** - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form [DWC 251](#) with the Division of Workers' Compensation.

**Agricultural Industry** - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

**Out of State Employers** must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida [approved insurance carrier](#) which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in [the home state's](#) statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

**Contractors** are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see [69L-6.032 Florida Administrative Code](#).

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you **MUST** provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your business insurance agent, or you may use the following resources to locate an agent: [www.faia.com](http://www.faia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

**BID TABULATION**

Annual Sod Contract - ITB #202312

Awardee

SOD: Various Types - ALL CERTIFIED			Odums Sod, Inc.	**Mola Delivery & Nursery Inc.
Item No.	Item Description	UOM	Picked-Up Price	Picked-Up Price
11315	Floritam – St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.44	\$ 0.34
11316	Palmetto - St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.46	\$ 0.34
11620	Citra Blue - St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.54	\$ 0.40
11623	Bitter Blue - St. Augustine (See Specs)	Per Sq. Ft.	No Bid	No Bid
11317	Bahia (See Specs)	Per Sq. Ft.	\$ 0.36	\$ 0.27
11608	UltimateFlora - Zoysia	Per Sq. Ft.	No Bid	\$ 0.60
11611	SeaDwarf - Seashore Paspalum	Per Sq. Ft.	No Bid	\$ 1.20
11320	Bermuda	Per Sq. Ft.	\$ 0.60	\$ 0.60
11321	Celebration	Per Sq. Ft.	\$ 0.60	\$ 0.60
11322	Tiftway 419 Bermuda (See Specs)	Per Sq. Ft.	\$ 0.62	\$ 0.60
Item No.	Item Description	UOM	Delivered Price	Delivered Price
11329	Floritam – St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.46	\$ 0.34
11330	Palmetto - St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.48	\$ 0.34
11621	Citra Blue - St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.55	\$ 0.40
11624	Bitter Blue - St. Augustine (See Specs)	Per Sq. Ft.	No Bid	No Bid
11331	Bahia (See Specs)	Per Sq. Ft.	\$ 0.38	\$ 0.27
11609	UltimateFlora - Zoysia	Per Sq. Ft.	No Bid	\$ 0.60
11612	SeaDwarf - Seashore Paspalum	Per Sq. Ft.	No Bid	\$ 1.20
11334	Bermuda	Per Sq. Ft.	\$ 0.63	\$ 0.60
11335	Celebration	Per Sq. Ft.	\$ 0.63	\$ 0.60
11336	Tiftway 419 Bermuda (See Specs)	Per Sq. Ft.	\$ 0.65	\$ 0.60
Item No.	Item Description	UOM	Delivered & Installed Price	Delivered & Installed Price
11337	Floritam – St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.50	No Bid
11338	Palmetto - St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.53	No Bid

Delivery Price \$200

Delivery Price \$200

Delivery Price \$200

Delivery Price \$200

Delivery Price \$200

Delivery Price \$200

Delivery Price \$200

Delivery Price \$200

Delivery Price \$200

11622	Citra Blue - St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.62	No Bid
11625	Bitter Blue - St. Augustine (See Specs)	Per Sq. Ft.	No Bid	No Bid
11339	Bahia (See Specs)	Per Sq. Ft.	\$ 0.42	No Bid
11610	UltimateFlora - Zoysia	Per Sq. Ft.	No Bid	No Bid
11613	SeaDwarf - Seashore Paspalum	Per Sq. Ft.	No Bid	No Bid
11342	Bermuda	Per Sq. Ft.	\$ 0.66	No Bid
11343	Celebration	Per Sq. Ft.	\$ 0.66	No Bid
11344	Tiftway 419 Bermuda (See Specs)	Per Sq. Ft.	\$ 0.68	No Bid
<b>Ground Preparation &amp; Pine Straw</b>				
11323	Vendor preparation of surface prior to sod install of any listed sod (cut/remove vegetation & loosen soil) for the following types: Floratam, Bahia and Bermuda	Per Sq. Ft.	\$ 0.23	No Bid
11324	Bahia Sod (Pegged/Staked) Price includes staking or pegging sod on various slopes – e.g. canal and lake banks. Slope exceeds 3:1	Per Sq. Ft.	\$ 0.07	No Bid
11616	Pine Straw Mulch (See Specs)	Per Bale	No Bid	No Bid
11619	Pine Straw Mulch (See Specs)	Per Truckload	No Bid	No Bid
<b>MISC ITEMS</b>				
11327	Seed and Mulch (See Specs)	Per Sq. Yd.	No Bid	No Bid
11328	Hydro Seed (See Specs)	Per Sq. Yd.	No Bid	No Bid

\*\*Mola Delivery withdrew bid due to \$200 delivery fees not accepted as part of the bid by Wellington.

**Bidder understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner. All pricing shall include labor, materials, equipment, pallets, fuel, shipping, delivery, installation (when applicable) and all other necessary items.**

**\*No Pallet minimum orders will apply for sod delivered prices and delivered & installed.**



## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** June 4, 2024

**SUBJECT:** Resolution No. 2024-33 - Southeast Highway Guardrail & Attenuators, LLC  
Piggyback Contract

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#### Background:

The Public Works Department is interested in implementing the Village of Wellington piggyback contract with Southeast Highway Guardrail & Attenuators, LLC to replace existing damaged guardrails and the possible installation of new guardrails throughout the Town where required.

**Recommendations:** Move that Town Council adopt Resolution No. 2024-33 approving the Agreement with Southeast Highway Guardrail and Attenuators, LLC.

**RESOLUTION NO. 2024-33**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH SOUTHEAST HIGHWAY GUARDRAIL AND ATTENUATORS, LLC, UTILIZING THE PALM BEACH COUNTY PROJECT NO. 2022054: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-133(b)(5) of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

**WHEREAS**, the Town is in need of reliable sources for goods and services relating to guardrail maintenance and installation; and

**WHEREAS**, Palm Beach County conducted a competitive procurement of services and awarded Project No. 2022054 Guardrail Continuing Services Construction Contract to Southeast Highway Guardrail and Attenuators, LLC.; and

**WHEREAS**, the Town Council desires to enter into agreements with the awarded vendors utilizing the agreement awarded under the Palm Beach County Project No. 2022054 Guardrail Continuing Services Construction Contract, as set forth in Exhibit “A”; and

**WHEREAS**, the Town Council has determined entering into the agreements serves a valid public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the Palm Beach County Project No. 2022054 Guardrail Continuing Services Construction Contract so long as it remains in effect, including renewals or extensions, and enter into an agreement with Southeast Highway Guardrail and Attenuators, LLC. pursuant to and consistent with Exhibit "A".

**Section 3.** The Mayor is authorized to execute any and all documents to implement the use of the Palm Beach County Project No. 2022054 Guardrail Continuing Services Construction Contract by the Town, including letter agreements, addenda, renewals and extensions in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution

**Section 4.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ROBERT SHORR, COUNCILMEMBER

□ □ □

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Laura Danowski

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Robert Shorr

## Piggyback Purchasing Agreement

This Agreement for Guardrail Maintenance and Installation Services (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (the “TOWN”), and Southeast Highway Guardrail and Attenuators, LLC, 7760 Hooper Rd., West Palm Beach, Florida 33411, a limited liability company authorized to do business in the State of Florida (the “CONTRACTOR”).

### RECITALS

WHEREAS, the TOWN is in need of a contractor to perform guardrail maintenance and installation services (“SERVICES”) for the TOWN; and,

WHEREAS, Palm Beach County through its competitive selection process awarded Project No. 2022054 Guardrail Continuing Services Construction Contract (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions.
  - 4.1 The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. CONTRACT (including the Solicitation, Contractors Proposal and Contract).

4.2 The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.

6. Effective date, term and renewal. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on **July 5, 2024**. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

7. Miscellaneous Provisions.

7.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 The Project Manager for the TOWN is \_\_\_\_\_ at \_\_\_\_\_.  
The Project Manager for the CONTRACTOR is \_\_\_\_\_ at \_\_\_\_\_.

7.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

7.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

7.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

7.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

7.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

7.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the

CONTRACTOR does not transfer the records to the TOWN.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, townclerk@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

7.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.



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

7.13 Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

7.14 Sales and Use Tax: The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

7.15 Scrutinized Companies:

- (a) CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- (b) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, is found to have submitted a false certification; or if the CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is or has been engaged with business operations in Cuba or Syria during the term of this Agreement.
- (c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- (d) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7.16 Public Entity Crimes: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR certifies that it and its subcontractors are not on the convicted vendor list and have not been for at least 36 months prior to entering into this Agreement. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

7.17 Enforcement Costs: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

7.18 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## 8. Insurance.

8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.

8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.

8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.

8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

## 9. Indemnity.

9.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall provide Indemnatee with counsel in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

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

10. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

10.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all te subcontractors' newly hired employees;

10.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

10.3 Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;

10.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

10.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

10.6 Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: \_\_\_\_\_  
Anita Kane, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

CONTRACTOR: Southeast Highway Guardrail and Attenuators, LLC, a limited liability company authorized to do business in the State of Florida

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Southeast Highway Guardrail and Attenuators, LLC, a limited liability company authorized to do business in the State of Florida, and \_\_\_ who is personally known to me or \_\_\_ who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**R2023 0539** APR 18 2023  
**CONTRACT DOCUMENTS**

**FOR**  
**CONSTRUCTION**  
**OF**  
**GUARDRAIL**  
**CONTINUING SERVICES**  
**CONSTRUCTION CONTRACT**

**PALM BEACH COUNTY, FLORIDA**

**PROJECT NO. 2022054**

**PALM BEACH COUNTY, FLORIDA**

**PROJECT NAME: GUARDRAIL CONTINUING  
SERVICES CONSTRUCTION  
CONTRACT**

**PROJECT NO.: 2022054**





**Department of Engineering  
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Dave Kerner

Marci Woodward

Sara Baxter

Mack Bernard

**County Administrator**

Verdenia C. Baker

January 23, 2023

Southeast Highway Guardrail & Attenuators, LLC  
7760 Hooper Road  
West Palm Beach, FL 33411  
Attn: Barry Snyder

**RE: GUARDRAIL CONTINUING SERVICES  
CONSTRUCTION CONTRACT  
REQUEST TO EXTEND THE EXECUTION DEADLINE  
PALM BEACH COUNTY PROJECT NO. 2022054**

Dear Mr. Snyder:

By way of this letter, we are requesting (by mutual consent) an extension of the one hundred eighty (180) day time limit regarding the award of the above referenced project (General Provisions Section 3-2.1).

The award of this contract has taken longer than anticipated. Nevertheless, Palm Beach County anticipates awarding this contract on or before May 17, 2023.

Southeast Highway Guardrail & Attenuators, LLC reconfirms its offer to perform the contract using the same unit prices, for the bid amount, and within the time set forth in the contract documents. By signing below, Southeast Highway Guardrail & Attenuators, LLC agrees that its ability to perform this contract for the contract amount and on schedule has not been, and will not be, impacted if the contract is awarded on or before May 17, 2023.

Please sign and date below agreeing to the above and return to our office within three (3) working days. Thank you for your cooperation.

Sincerely,

Morton L. Rose, P.E., Director  
Roadway Production Division

Southeast Highway Guardrail & Attenuators, LLC agrees to the above on  
this

1st day of February 2023

Barry Snyder  
(printed name)

CEO  
(title)

ec: Joanne M. Keller, P.E., Deputy County Engineer  
Yelizaveta B. Herman, Assistant County Attorney  
Kathleen O. Farrell, P.E., Assistant Director, Roadway Production Division

"An Equal Opportunity  
Affirmative Action Employer"

Official Electronic Letterhead



**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
ENGINEERING & PUBLIC WORKS  
ROADWAY PRODUCTION DIVISION**

**Project Name: Guardrail Continuing Services Construction Contract**

**Project Number: 2022054**

**ADDENDUM NO. 1**

**Date of Issuance: August 19, 2022**

**BID DUE DATE CHANGED TO SEPTEMBER 6, 2022**

**SPECIFICATIONS: Delete: A, C, GP-31, P-1 through P-11**

**Insert: A-A, C-A, GP-31A, P-1A through P-10A**

**Add: SP-51**

**For Information Only: PBC Project #2020052 Guardrail  
Master Agreement Commodity Usage  
Report (Pages 1 – 41)**

It is required that **ADDENDUM NO. 1** be acknowledged in the space provided on the **PROPOSAL FORM**.

APPROVED BY: 





**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
ENGINEERING & PUBLIC WORKS  
ROADWAY PRODUCTION DIVISION**

**Project Name: Guardrail Continuing Services Construction Contract**

**Project Number: 2022054**

**ADDENDUM NO. 2**

**Date of Issuance: September 2, 2022**

**BID DUE DATE CHANGED TO SEPTEMBER 20, 2022**

**SPECIFICATIONS: Delete: A-A, C-A, TSP-1, TSP-2, TSP-3, P-1A through P-10A**

**Insert: A-B, C-B, TSP-1B, TSP-2B, TSP-3B,  
P-1B through P-7B**

**Add: SP-52**

**For Information Only: PBC Project #2020052 Guardrail  
Work Orders (541 Pages)**

**PBC Project #2020052 Guardrail  
Invoices (367 Pages)**

It is required that **ADDENDUM NO. 2** be acknowledged in the space provided on the **PROPOSAL FORM**.

APPROVED BY: 

KOF



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**NOTICE TO BIDDERS****NOTICE TO BIDDERS**

**A NON-MANDATORY PRE-BID MEETING WILL BE HELD**

**ON**

**THURSDAY AUGUST 11, 2022 AT 11:00 A.M.**

**AT THE ENGINEERING & PUBLIC WORKS DEPARTMENT**

**IN THE THIRD FLOOR MAIN CONFERENCE ROOM (3W-12)**

**LOCATED AT 2300 NORTH JOG ROAD**

**WEST PALM BEACH, FLORIDA, 33411-2745**

**ATTENDANCE VIA TELECONFERENCE OPTION:**

**CALL (561) 776-2160**

**PIN: 903287**

**IF THERE ARE ANY QUESTIONS**

**CONCERNING THIS MEETING,**

**PLEASE CONTACT THE OFFICE OF**

**ROADWAY PRODUCTION**

**AT (561) 684-4150**



## ADVERTISEMENT FOR B.

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, in the Office of Palm Beach County Engineering & Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor, Room 3W-33, West Palm Beach, Florida, 33411-2745 **up to 2:00 P.M.**, local time and opened in the **Third Floor Conference Room (3W-12)** on **Tuesday, September 20, 2022** for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

### GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT PALM BEACH COUNTY PROJECT NO. 2022054

All conditions and requirements for Bid submission, consideration and award are contained in the Contract Documents, which are posted on the following Palm Beach County web site:

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

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

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

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

**The NON-MANDATORY Pre-Bid Meeting will be held on Thursday, August 11, 2022 at 11:00 A.M.**, in the **First Floor Main Conference Room (VC-1E-58)** in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. The pre-bid meeting may be attended via teleconference by calling (561) 776-2160 and entering PIN 903287 at the above listed date and time. Attendance at this pre-bid meeting is not mandatory, but is highly recommended and strongly encouraged. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

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

ATTEST:  
JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

DAVID RICKS, P.E., COUNTY ENGINEER

PUBLISH: PALM BEACH POST  
SUNDAY: July 31, 2022 & August 7, 2022

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

BY: Robert S. Weinroth, Mayor



## SUBMITTALS REQUESTED WITH BID

**At a minimum, submit**

**One (1) original package containing the following:**

*(see contract documents to determine if other requirements apply)*

- |              |   |
|--------------|---|
| <u>  X  </u> | EBO Schedule 1 (page EBO-1) <i>Ensure all team members are listed</i>   |
| <u>  X  </u> | EBO Schedules 2 (page EBO-2) <i>Submit a Schedule 2 for all team members</i>                                    |
| <u>  X  </u> | All Proposal Pages (P pages)  |
| <u>  X  </u> | Signed Contractor's Certification (last P page)   |
| <u>  X  </u> | Signed/Sealed Local Preference (page LP-2)<br>with Copy of Bidder's Palm Beach County Tax Receipt (if eligible) |
| <u>  X  </u> | Signed/Sealed Living Wage (pages LW-2, LW-3, LW-4)  |
| <u>  X  </u> | Scrutinized Companies (page SC-1)   |
| <u>  X  </u> | Bid Bond forms (pages BB-1, BB-2)<br>with Acknowledged/Sealed Bid Bond/Power of Attorney                        |
| <u>  X  </u> | Certificate of Resolution (page CC-1)   |
| <u>  X  </u> | Copy of Firm's Active License to Conduct Business in the State of Florida                                       |
| <u>  X  </u> | Certification of Sublet Work (page SW-1)  |
| <u>  X  </u> | FDOT Pre-Qualification Letter or Similar Projects Listing<br>(see General Provisions Section 2-1)               |

**Please do not staple  
or permanently bind  
the bid documents.**



## INSTRUCTIONS TO BIDDERS

Prospective Bidders are hereby advised that Division I of the FDOT Standard Specifications for Road and Bridge Construction July 2021 (and as amended herein) (Specifications) shall serve as instructions to Bidders along with the following:

1. Continuing Services Construction Contract on a Work Order Basis
2. Addenda – Changes while Bidding
3. Pre-Bid Site Inspection and NON-MANDATORY Pre-Bid Meeting
4. Laws Affecting Public Work
5. Power of Attorney
6. Equal Business Opportunity (EBO) Program
7. Incentives
8. VSS Registration Required
9. Posting of Bid Tabulations

### **1. CONTINUING SERVICES CONSTRUCTION CONTRACT ON A WORK ORDER BASIS**

See Contract Provisions for:

- **Continuing Services Construction Contract Intent:** *See Special Provisions Item #1*
- **Contract Expiration/Extension:** *See Special Provisions Item #3*
- **Method of Ordering Work:** *See Special Provisions Item #4*
- **Prosecution of the Work:** *See Special Provisions Item #5*
- **Spending Limit/Contract Amount:** *See Contract Page C-1*
- **Bond Requirements:** *See General Provisions Section 3-5*

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

***ENG-RoadwayBids@pbcgov.org***

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

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the following URL: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> up to seventy-two (72) hours prior to the date and time fixed for the opening of Bids. The exceptions to this notification period shall be that of an Addenda whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes, which shall be issued up to 24 hours prior to the date fixed for the

## INSTRUCTIONS TO BIDDERS

Contract Letting. The request for Bids may be withdrawn, or the date for receipt of Bids may be postponed, at any time prior to the bid opening.

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

### **3. PRE-BID SITE INSPECTION AND NON-MANDATORY PRE-BID MEETING**

**SITE INSPECTION** – This is a countywide continuing services construction contract on a work order basis. The sites for the work orders are to be determined as the need arises. Therefore no Department sponsored Pre-Bid Inspection Meeting will be held for this Contract.

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

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

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

### **6. EQUAL BUSINESS OPPORTUNITY PROGRAM**

Please note that all forms related to the Equal Business Opportunity (EBO) Program, including waiver forms and good faith effort documentation can be found at:  
<https://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>.

**6.1 - Definitions** The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." Capitalized terms are defined as set forth in the EBO Ordinance, and in the Contract.

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

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



## INSTRUCTIONS TO BIDDERS

6.1.3 - **“Proposer”** shall mean **“Bidder”**

6.1.4 - **“Proposal”** shall mean **“Bid”** as defined in the EBO Ordinance.

6.1.5 - **“Subcontractor”** shall mean **“Subconsultant”** as applicable.

### **6.2 - Policy**

It is the policy of Palm Beach County’s Board of County Commissioners that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the Department’s procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Department’s Board of County Commissioners adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the Department’s requirements for the EBO Program, and is incorporated herein and made part of this Contract. The Contractor must comply with the requirements contained in this section for the Contractor to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Failure to comply with the EBO Ordinance may result in any of the penalties listed in section 6.9.

### **6.3 - Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)**

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

#### **6.3.1 - Application of API(s)**

The API approved for this solicitation, including any applicable S/M/WBE goals is:

**SBE Price Preference (Contracts with no opportunity for subcontract, i.e., single trade)** (EBO Ordinance Section 2.80.27(1)(e))

This Contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE’s bid is within the ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.

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

## INSTRUCTIONS TO BIDDERS

### 6.3.2 - API Waiver Requests

**If The Contractor is unable to comply with the API(s) requirements as set forth in this solicitation, the Contractor shall submit a request for a waiver or partial waiver at least seven (7) business days prior to the bid due date as stated in the solicitation.** If the Contractor requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) business days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if The Contractor, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then The Contractor must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Contractor is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Contractor's inability to meet the goal requirement. In the event the Contractor is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

### 6.3.3 - Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by The Contractor to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at <https://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. The OEBO shall review a waiver request within seven (7) business days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Contractor to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the Department in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance.

## INSTRUCTIONS TO BIDDERS

The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

### **6.3.4 - Documentation Required for Good Faith Efforts**

Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following:

- documentation as stated in the solicitation reflecting the Bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or
- documentation of efforts made toward achieving EBO program goals
  - solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms;
  - correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts;
  - documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms;
  - documentation of a Prime Consultant's posting of a bond covering the work of S/M/WBE subcontractors;
  - documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and
  - documentation of consultations with trade associations and contractors that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors.

Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

### **6.4 - Proposal Submission Documentation**

S/M/WBE bidders, proposing as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractors, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidder's own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

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

## INSTRUCTIONS TO BIDDERS

**6.4.2 - Bidders are required to submit Schedules 1 and 2** with their bid in order to be deemed responsive to this solicitation. Subcontractor documentation shall be submitted as follows:

### **6.4.2.1 - Schedule 1 - List of Proposed Subcontractors**

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

### **6.4.2.2 - Schedule 2 - Letter of Intent**

A completed Schedule 2 is a binding document between the Contractor and a subcontractor (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Contractor and by the proposed subcontractor. If the Contractor is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor on this form. All named subcontractors on this form must also complete and submit a separate Schedule 2. The Contractor may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Contractor submits a completed Schedule 2 form for each S/M/WBE.

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

### **6.4.2.3 – Schedule Submittals**

6.4.2.3.1 - Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid being rejected as non-responsive to the solicitation.

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

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

## INSTRUCTIONS TO BIDDERS

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

### **6.5 - S/M/WBE Certification**

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

### **6.6 - Counting S/M/WBE Participation**

Once a business is determined to be an eligible S/M/WBE according to the County certification procedures, the Contractor may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the Department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.

**6.6.1** - Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.

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

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

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

## INSTRUCTIONS TO BIDDERS

**6.6.5** - The Contractor may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.

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

**6.6.7** - The Contractor may only count towards the established goal the goods and services in which the S/M/WBE subcontractor is certified and performs with their work force.

### **6.7 - Responsibilities After Contract Award**

#### **6.7.1 - Schedule 3- Subcontractor Activity Form**

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

#### **6.7.2 - Schedule 4- Payment Certification Form**

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

**6.7.3** - The successful CONSULTANT shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application or as otherwise required by EBO. **Failure to provide these forms may result in a delay**



## INSTRUCTIONS TO BIDDERS

**in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Contractor and the Payment Certification Forms (Schedule 4) are to be executed by the subcontractor to verify receipt of payment.

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

**6.7.5 - Post Proposal Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

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

**6.8 - S/M/WBE Substitutions -** Contractor must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Department.

**6.8.1 -** After Contract award, the Contractor will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Contractor will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the Department's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like

## INSTRUCTIONS TO BIDDERS

certified S/M/WBEs in order to maintain the participation percentages submitted with the bid.

**6.8.2** - All requests for modifications or substitutions shall be submitted to the Department's Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Contractor shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution. A detailed quote or bid may be attached with a properly executed Schedule 2.

### **6.9 - EBO Program Compliance- Penalties**

**6.9.1** - Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the Department's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of Palm Beach County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Proposal, which utilization plan forms a part of any resulting Contract.

**6.9.2** – The Office of EBO has the right to review Contractor's records and interview Subcontractors. The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder as are reasonably necessary to determine compliance with the EBO Ordinance requirements.

**6.9.2.1** - Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance.

**6.9.2.2** - If the Contractor does not resolve the non-compliance within fifteen (15) calendar days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the Department regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of Contract based upon a material breach of Contract pertaining to EBO Program compliance;



## INSTRUCTIONS TO BIDDERS

- Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the Department for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

### **6.10 – Payments to Subcontractors**

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

**6.10.2** - The Contractor agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event Contractor fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, Contractor shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the Department, or any other applicable law.

## **7. INCENTIVES**

### **Apprentice Incentive**

Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of \$25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, “apprentice” means any person who is participating in a Florida Department of Education registered apprenticeship program. The Living Wage provisions of this Contract shall not be diminished by paying an apprentice less than the Living Wage.

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

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

To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact

## INSTRUCTIONS TO BIDDERS

information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

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

### **Glades Resident Incentive**

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

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

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

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

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

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

## INSTRUCTIONS TO BIDDERS

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

**8. VSS REGISTRATION REQUIRED:** Prior to Contract award or renewal (Award), Contractor must register in the County's Vendor Self Service (VSS) at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

**9. POSTING OF BID TABULATIONS:** Recommended award will be posted for review by interested parties at the Engineering & Public Works Department located at 2300 N. Jog Rd., Suite #3W-33, West Palm Beach, Florida, 33411-2745, Florida, and will remain posted for a period of at least seventy-two (72) hours prior to approval by the Board of County Commissioners. Failure to file a protest to the Director of Purchasing Department within the time prescribed in the County Purchasing Ordinance shall constitute a waiver of proceedings under the referenced County Ordinance.

## SPECIAL PROVISIONS

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| <ol style="list-style-type: none"> <li>1. Continuing Services Construction Contract on a Work Order Basis</li> <li>2. Award</li> <li>3. Expiration/Extension</li> <li>4. Method of Ordering (Work Orders)</li> <li>5. Prosecution of the Work</li> <li>6. Commercial Non-Discrimination</li> <li>7. Palm Beach County Office of the Inspector General</li> <li>8. Public Entity Crimes</li> <li>9. Chapter 119, F.S. Public Records</li> <li>10. Subletting or Assigning Contracts</li> <li>11. Non-Collusion</li> <li>12. Conflict of Interest</li> <li>13. E-Verify</li> <li>14. Counterparts</li> <li>15. Bond Waiver Program</li> <li>16. Additional Insured Parties</li> <li>17. Use of Patented Processes, Etc.</li> <li>18. Daily Reports</li> <li>19. Price/Delivery/Acceptance</li> <li>20. Local Government Prompt Payment Act</li> <li>21. Basis of Payment</li> <li>22. Utilities Contacts</li> <li>23. Maintenance of Traffic</li> <li>24. School Zone</li> <li>25. Limits of Construction</li> <li>26. Restoration Agreements</li> <li>27. Permit Completion Certifications</li> <li>28. National Pollutant Discharge Elimination System (NPDES) Compliance</li> <li>29. Construction Impacts to Bus Operations</li> </ol> | <ol style="list-style-type: none"> <li>30. Regulated Substance Use Requirements</li> <li>31. Unit Prices</li> <li>32. Contingent Items</li> <li>33. Clearing and Grubbing</li> <li>34. Subsoil Excavation</li> <li>35. Embankment</li> <li>36. Premium for Conflict Conditions</li> <li>37. Pipe Culverts</li> <li>38. Pipe Culverts (Storm Sewer Pumping &amp; Cleaning)</li> <li>39. Storm Sewer System Pipe Plugs</li> <li>40. Final Pipe Inspection</li> <li>41. Video Report</li> <li>42. Gravity Wall Construction</li> <li>43. Irrigation System within Restoration Agreement Areas</li> <li>44. Color Treated and Stamped Concrete</li> <li>45. Engraving of Curb Face</li> <li>46. Guardrail &amp; Special Safety Pipe Rail</li> <li>47. Planting Standards</li> <li>48. Resetting Fence</li> <li>49. Record Drawings (Roadway)</li> <li>50. Record Drawings and Documents (Bridge)</li> <li>51. Dynamic Load Test Support</li> <li>52. Project Videos and Photographs</li> <li>53. Waiver of Jury Trial</li> <li>54. Additional Reporting</li> <li>55. Detail for Installation of Median Irrigation Sleeves for Thoroughfare Roads</li> <li>56. Supplemental Concrete at Drainage Structure Top Detail</li> <li>57. Price Adjustment Calculations</li> </ol> |
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## SPECIAL PROVISIONS

### **1. CONTINUING SERVICES CONSTRUCTION CONTRACT ON A WORK ORDER**

**BASIS:** The intent of this Contract is to award a Contract to a Contractor(s) to perform Work on a Work Order basis. Work Orders shall be issued on an “as needed” basis. See Special Provisions for Method of Ordering Work. The line items in the Proposal pages are intended to set unit prices for the Work Orders. No Work Orders are guaranteed as part of this Contract. The total value of Work Orders issued under this Contract shall not exceed the amount listed on page C-1 of this document, however, this may be increased by mutual agreement between the Contractor and Palm Beach County via a Contract Amendment.

**2. AWARD:** As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) on an item-by-item basis, or an all-or-none basis. See General Provision 3-2.1.

**3. EXPIRATION/EXTENSION:** The Contract expires eighteen (18) months from the date of Board approval. The Contract period may be extended for a defined period of time, not to exceed thirty-six (36) months total Contract Time.

Option for extension and other Contract deviations will only be exercised upon mutual written agreement through a Board approved Contract Amendment, while adhering to all other original terms, conditions and unit prices of the Contract.

**4. METHOD OF ORDERING (WORK ORDERS):** The Department(s) will issue Work Orders on an “as needed” basis. The Department has no obligation to issue any Work under this Contract to any Contractor. All terms and conditions of the Bid are applicable. The individual Work Orders will specify the Work to be performed, its location, a not-to-exceed cost (based on the Contract unit prices), and a schedule for performance. The Contractor will be sent a Work Order for signature. Within five (5) Working Days of receipt, the Contractor shall sign and return the Work Order along with all applicable OEBO schedules. Then each Work Order will be executed (signed) by the authorized Department representative and notice to commence will be sent to the Contractor. If the Contractor fails to sign the Work Order within the required time, the Work Order will be signed by only the authorized Department representative and will serve as the fully executed Work Order and notice to commence will be sent to the Contractor. The Contractor’s failure to sign a Work Order within five (5) Working Days does not prevent execution of the Work Order (which is solely by signature of the authorized Department representative), and all Work Orders must be performed upon notice to commence.

Upon completion of the Work Order task, the Contractor will submit an individual invoice, a copy of the original Work Order, the appropriately completed SBE-M/WBE participation forms referenced in Item 7 of the SBE-M/WBE Program section of this Contract, a Contractor’s affidavit, and consent of Surety.

Contractor shall comply will all requirements in the Contract Documents for obtaining final payment. Final payment of a Work Order does not terminate the Contract or extinguish the Surety’s obligations under the Contract.

## SPECIAL PROVISIONS

The Contractor will receive progress payments based on submitted invoices. The payment amount will be based on the Work done and accepted. No retainage is withheld.

**5. PROSECUTION OF THE WORK:** The Contractor will be required to maintain within Palm Beach County, at all times while this Contract is in effect, the Equipment necessary to properly carry out the provisions of these Specifications. After receiving notice to commence with the Work for a particular Work Order, the Contractor shall commence promptly within five (5) Working Days. The Contractor shall efficiently prosecute the Work with adequate personnel and Equipment until completion, which shall be within 30 Calendar Days, or as specified in the Work Order. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a Work Order basis and in the amounts shown in Section 8-10.2 of the Standard Specifications.

**6. COMMERCIAL NON-DISCRIMINATION:** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represent that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

The Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

**7. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Department contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect

## SPECIAL PROVISIONS

the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

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

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

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

The Contractor, Contractor's employees, or subcontractors of Contractor and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the Department.

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

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



## SPECIAL PROVISIONS

### **9. CHAPTER 119, F.S. PUBLIC RECORDS**

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

1. Keep and maintain public records required by the Department to perform services as provided under this Contract.
2. Upon request from the Department's Custodian of Public Records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract the Contractor shall transfer, at no cost to the Department, all public records in possession of the Contractor unless notified by the Department's representative/liaison, on behalf of the Department's Custodian of Public Records, to keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to the Department, upon request of the Department's Custodian of Public Records, in a format that is compatible with the information technology systems of the Department, at no cost to the Department.

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



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

**Records Request, Palm Beach County Public Affairs Dept.  
301 N. Olive Avenue  
West Palm Beach, FL 33401  
By email at: [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG)  
Or by Telephone at: 561-355-6680**

**10. SUBLETTING OR ASSIGNING CONTRACTS:** All awards will be made with the understanding that the Work awarded will be performed by the Contractor to whom the award is made, with the assistance of workers, under the Contractor's immediate supervision, and the Contract shall not be sublet, conveyed, transferred or assigned to another Contractor except with the consent of the Department. In no event will the Contractor be released from responsibility. Contractor shall perform not less than 40% of the total Contract amount with its own organization.

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

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

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

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

## SPECIAL PROVISIONS

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

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

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

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

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

**14. COUNTERPARTS:** This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same

## SPECIAL PROVISIONS

Contract. The Department may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the Department provides otherwise.

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

## SPECIAL PROVISIONS

### INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM BID AFFIDAVIT

Project Number: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Signature

Notary Public, State of \_\_\_\_\_

(Stamp/Seal)

\_\_\_\_\_  
Print Notary Name

Commission Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

## SPECIAL PROVISIONS

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

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

Pay Request No. 1

- OEBO Schedule 3
- Certification of Compliance with the Living Wage Ordinance

Pay Request No. 2 and all others following, but not including the Final

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Certification of Compliance with the Living Wage Ordinance

Final Pay Request

- OEBO Schedule 3
  - OEBO Schedule 4
  - Disbursement of Previous Periodic Payments to Subcontractors
  - Disbursement of Final Payment to Subcontractors
  - Form 1
  - Form 2 including Bonding Affidavit
  - Record of Construction Materials Affidavit
  - Certification of Compliance with the Living Wage Ordinance
  - Equal Business Opportunity (EBO) Final Participation Form
  - Release and Concurrence of Final Payment Amount
  - Form of Guarantee
2. A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as a result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the Contractor, together with the Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 Working Days of the joint inspection.
  3. If the pay request and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the Contractor shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and the Department, Contractor shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer,



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the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting. This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

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

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

**22. UTILITIES CONTACTS:** Potential utility conflicts may vary with each Work site. Prior to commencing Work, the Contractor shall visit the Work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. Contractor shall contact the utility owners to arrange for protection or adjustment of utilities as provided in Section 7.

The Contractor shall notify all utilities servicing the Work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility locations.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

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

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

**23. MAINTENANCE OF TRAFFIC:** Maintenance of Traffic (MOT) shall be considered incidental to, and shall be included in, unit prices for the pay items. If the Contractor and/or its subcontractors do not perform the MOT and do not install and maintain those items covered under MOT according to the requirements of the standards, then Palm Beach County reserves the right

## SPECIAL PROVISIONS

to reduce said item based on the pro rata performance as determined by the Department on each payment application or \$1,000.00 per day, whichever is greater.

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

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

### Pedestrian MOT:

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

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

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

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

### Closures:

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

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

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

### Traffic Signal MOT:

The Contractor shall maintain existing traffic signal operations at all times.

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

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



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

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

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

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

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

When traffic control devices are required for extended or overnight lane closures a change order to add the lump sum pay item 'Special MOT' to the Work Order may be negotiated at the Contractor's request. This pay item, if approved, would be negotiated separately for each Work Order and its price will depend on the duration of the required MOT, and the quantity and types of required traffic control devices.

### **24. SCHOOL ZONE**

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

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

**26. RESTORATION AGREEMENTS:** Contractor is hereby notified that any construction performed within Restoration Agreement (RA) areas shall be restored to a condition similar or equal to that existing before such construction occurred, at no expense to the Department. Prior to disturbing the Restoration Agreement area, the Contractor shall stake the RA limits, locate/document all improvements within the area, and submit this information to the Department, prior to starting construction. Upon completion of the construction, the Engineer, together with the Contractor, shall conduct an inspection of the area to confirm that all improvements have been appropriately restored. Payment for all Work to complete the item shall be incidental to the cost of the Project.

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

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

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

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

**28. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE:** This Contract requires compliance with the NPDES General Permit. The "Florida Department of Environmental Protection NPDES Generic Permit For Stormwater Discharge from Large and Small Construction Activities", dated February 2015, which contains the description and requirements of the permit, is available at the following URL:

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

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

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

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

**[http://dep.state.fl.us/water/stormwater/npdes/permits\\_forms.htm](http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm)**

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

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

All costs associated with obtaining and complying with the provisions of this permit and to all federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the SWPPP for the project during construction are incidental to

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the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection & maintenance reports (as shown in the SWPPP “Template”), and the execution of the Contractor Certification form of the Proposal pages. The Contractor Certification form must be signed and submitted with the Bid Proposal.

### **SITE DESCRIPTION**

**Project Name and Location:**            **Guardrail Continuing Services Construction Contract**  
Palm Beach County, Florida

**Palm Beach County Project No.:**    **2022054**

**Owner Name and Address:**           Board of County Commissioners,  
Palm Beach County  
Roadway Production Division  
2300 N. Jog Road  
West Palm Beach, FL 33411

**Work Description:**                      **Installation/Modifications to guardrail**

**Runoff Coefficient:**                    **0.9**

**Site Area:**                                **TBD**

**Site Map:**                                Location Map attached with SFWMD permit.

### **Sequence of Major Soil Disturbing Activities:**

1. Paving
2. Earthwork

**Name of Receiving Bodies:**        **TBD**

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

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

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

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bus routes.

- Contact Palm Tran for coordination and review requirements (561 841-4246, 561 841-4223, or 561 841-4224).
- Maintenance of rider access to and from bus stops during construction is desirable. This issue should be discussed at the Pre-Construction Meeting.
- All Work shall conform to the requirements of the Americans with Disabilities Act (ADA), including provisions for temporary access to and from bus stops.
- If necessary, the contractor shall work with Palm Tran to establish an approved temporary bus stop location.
- Contractor shall notify Palm Tran through Palm Beach County Construction Coordination Division at least 10 Working Days (2 weeks) in advance of the start of construction, modification of construction effort with transit impacts, and construction completion, so that Palm Tran can advise its riders.
- Contractor may not remove any bus stop signs, transit shelters, transit benches, or other related transit infrastructure without prior Palm Tran authorization. Contractor may be asked to remove existing bus stop signage or install temporary and permanent bus stop signage. Typically, Palm Tran will make arrangements to remove all other transit infrastructure. If Palm Tran does not remove their facilities in a timely manner, these facilities may become part of the clearing and grubbing.
- Contractor is responsible for construction of an approved ADA accessible access to and from bus stop boarding and alighting areas, when called for in the Plans.
- The cost for the above is incidental to the project.

### **30. REGULATED SUBSTANCE USE REQUIREMENTS**

#### **“Best Management Practices” for the Construction Industry**

- A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.
- B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of Materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.
- C. Each contractor shall familiarize themselves with the manufacturer’s safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with

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procedures required to contain and clean up any releases of the Regulated Substance. Any tools or Equipment necessary to accomplish same shall be available in case of a release.

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

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

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

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

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

**34. SUBSOIL EXCAVATION:** Where muck, rock, clay, or other material within the limits of the Roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of  $\pm 0.2$  feet in depth and  $\pm 6$  inches (each side) in width. Final payment for the Subsoil Excavation, CY will be based on initial and final cross sections, and signed & sealed quantity computations which are to be prepared by a Professional Land Surveyor or Professional Engineer licensed in the State of Florida, and submitted to the Department for acceptance. Initial cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. When the excavation of unsuitable material is completed to satisfy field conditions, and verified as such by the Engineer, final cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. The cross sections shall show elevations at the appropriate break points and shall be



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plotted. Quantity computations shall be prepared (using the Average End Area Method), and submitted to the Engineer for acceptance. The Contractor is advised that no compensation will be made for excavation below the depth required to satisfactorily remove the unsuitable material. The cost for the cross sections and computations shall be incidental to the pay item, Subsoil Excavation, CY Subsoil Excavation, CY, shall include the cost of embankment to replace the excavated subsoil, labor, Materials, Equipment, fuel, transportation and other related Work to complete the pay item.

**35. EMBANKMENT:** The quantity will be at the plan quantity compacted in place. Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the Plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment, and no allowance will be made for subsidence of material below the surface of the original ground. In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the compacted in-place pay section.

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

“Premium for Conflict Condition” - when pay items for regular inlet/manhole structures are specified in the Proposal, and it becomes necessary to construct a ‘conflict structure’, the Contractor shall provide a unit price cost (premium) to cover the additional Work necessary to convert the regular inlet / manhole structure into a conflict structure.

The above item shall be paid for on an ‘EACH’ basis and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

### **37. PIPE CULVERTS**

1. For pipe Culverts not within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size shall meet FDOT Specifications, but is limited to:
  - Reinforced Concrete
  - High Density Polyethylene except:
    - Not permitted under Thoroughfare Roadway pavement.
    - Not permitted under pavement of Roadways providing immediate access to coastal islands.
    - Not permitted within the confines of a mechanically stabilized earth (MSE) wall.

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- Not permitted in locations where failure would jeopardize buildings adjacent to the Right-of-Way.
- The above restrictions include pipe locations taking into consideration the angle of repose of soil under any structure or the proposed pavement, including planned future widening.
- A-2000 Polyvinyl-chloride, except:
  - Not permitted where the pipe will be exposed to direct sunlight.
  - Not permitted when the manufacture date of the pipe to be installed exceeds 2 years.
- Corrugated Polypropylene.

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

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

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

### **38. PIPE CULVERTS (STORM SEWER PUMPING & CLEANING)**

#### **New Storm Sewer System**

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

Payment for this Work on the new storm sewer system(s) shall be incidental to the pay item, “Pipe Culvert (Storm)”, LF.

#### **Existing Storm Sewer System**

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

“Storm Sewer Pumping” (Exist.) (24” or less),

## SPECIAL PROVISIONS

“Storm Sewer Pumping” (Exist.) (>24” to 48”),  
 “Storm Sewer Pumping” (Exist.) (>48”)

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

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

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

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

At the semi-final inspection, the contractor shall temporarily plug the system(s) at structures, outfall, or as otherwise directed by the Engineer, and pump the water out of the system to below one third of the diameter of the pipe (from the invert), or as otherwise directed by the Engineer. The Contractor and the Engineer shall visually inspect the system(s) for leaks, deficiencies, and lamping problems. If leaks, deficiencies and/or lamping problems are discovered in the new pipe system(s), the contractor shall make corrective repairs, as required, in accordance with Article 5-10.2 of the General Provisions of this specification, at no additional cost to the Department. If leaks, deficiencies and/or lamping problems are discovered in the existing pipe system(s), the contractor shall notify the Engineer, and the Engineer shall determine if the Contractor should provide a cost proposal for the Work required to make the corrective repairs, in accordance with Article 5-10.2.

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

**40. FINAL PIPE INSPECTION:** Upon completion of placement of concrete pavement or the placement of structural asphalt, but prior to placement of asphalt friction course, dewater installed pipe and provide the Engineer with a video recording schedule allowing for pipe videoing and reports to be completed and submitted to the Department and reviewed prior to continuation of pavement.

For pipe 48 inches or less in diameter, provide the Engineer a video DVD and report using low barrel distortion video Equipment with laser profile technology, non-contact video micrometer and associated software meeting the requirements outlined in Section 430-4.8.

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



## SPECIAL PROVISIONS

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

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

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

**44. COLOR TREATED AND STAMPED CONCRETE (5" THICK):** The Contractor's attention is directed to the pay item for “Color Treated and Stamped Concrete”, S.Y. This item which is proposed to be constructed in lieu of concrete traffic separators, as directed by the Engineer, consists of cast-in-place concrete (5”) between Type “F” Curb and Gutter, having the surface colored with a color hardener (equivalent to the products supplied by Wm. D. Adeimy, Inc., 561/832-6305), and with the surface textured or imprinted with a pattern (as directed by the Engineer), and then sealed with a color seal. The Contractor is responsible for assuring the curbing is in no way discolored, damaged, marked, etc. by the application of the above.

### **Color Hardener:**

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

### **Curing:**

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

## SPECIAL PROVISIONS

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

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

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

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

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

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

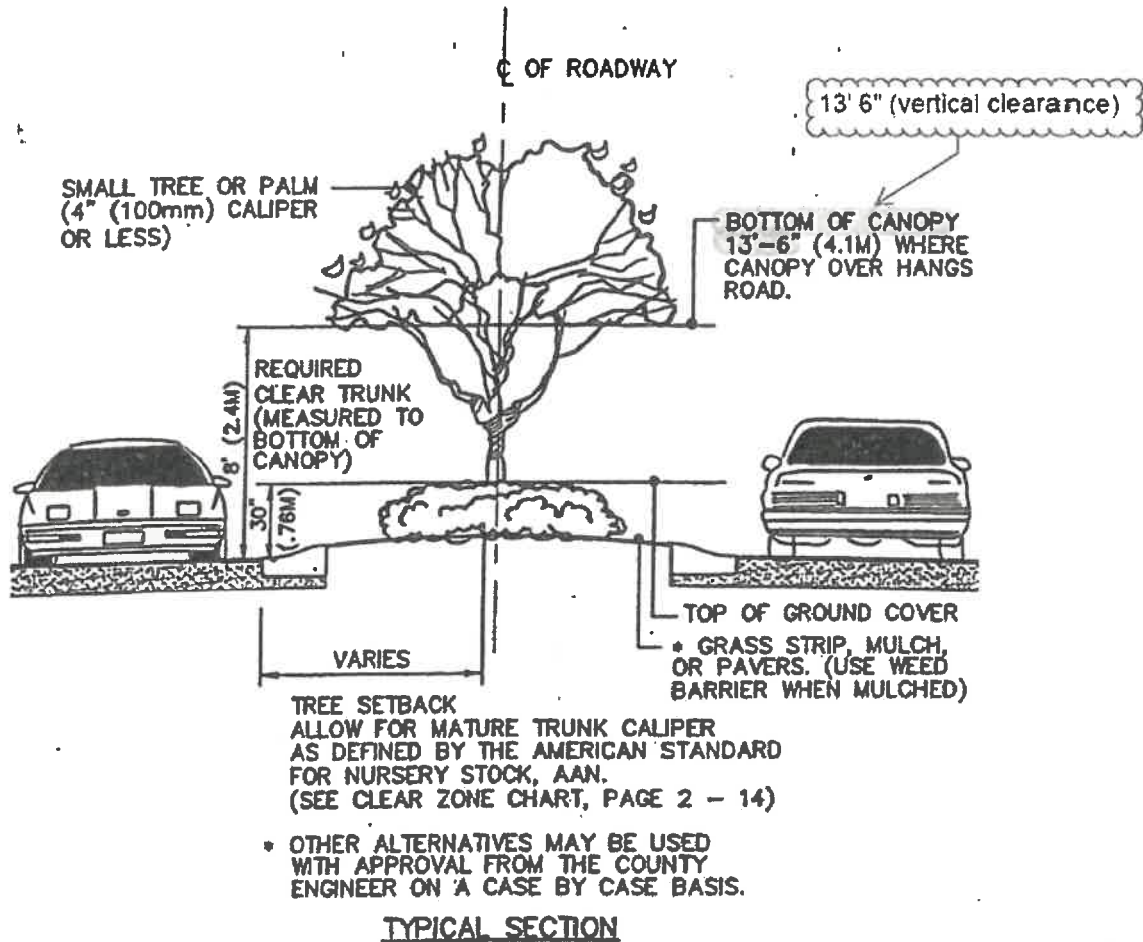
**46. GUARDRAIL & SPECIAL SAFETY PIPE RAIL:** At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4’ of the back of the guardrail post, the contractor shall utilize “steel posts” and “special safety pipe rail” (2” diameter) as shown in FDOT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

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

### **47. PLANTING STANDARDS**

Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle

## SPECIAL PROVISIONS



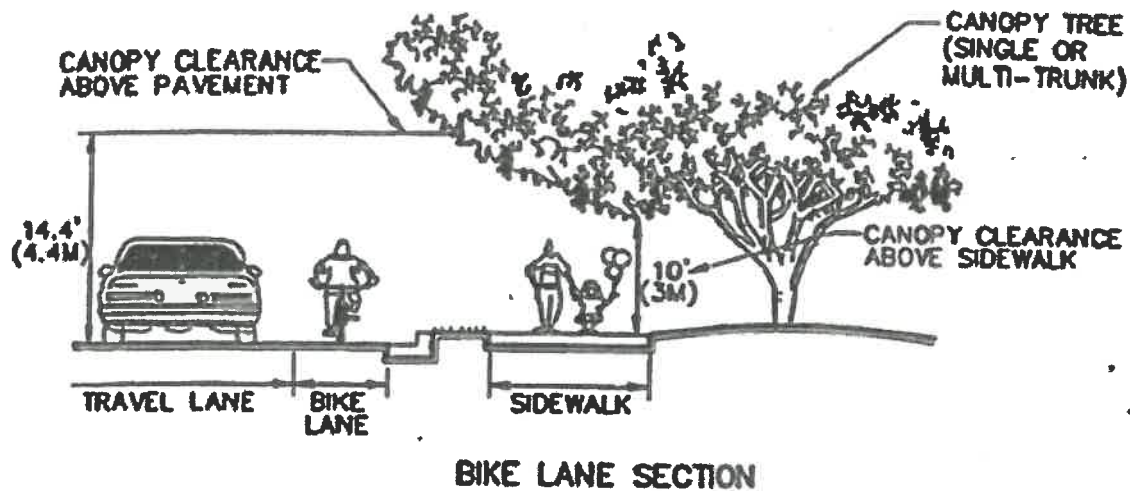
Small trees and palms shall be used within mountable and uncurbed medians. Tree and palms that are 4" in caliper or less measured at 6" above grade shall be considered small and may be used within the medians. The plant material within these areas shall be maintained so that they do not overhang into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

### Canopy Clearance for Sidewalks and Bicycle Paths

Sidewalks should be maintained free of all growth. The bottom limbs of trees overhanging the sidewalk should be at least 10' above the sidewalk.

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

## SPECIAL PROVISIONS



### Roadside Clear Zone

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

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

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

## SPECIAL PROVISIONS

### Minimum Width of Clear Zone

Type of Facility	Design Speed or Posted Speed (whichever is greater)						
	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph	60 mph and above
	Minimum Clear Zone						
Rural	6' Local 10' Collector 14' Arterials	6' Local 10' Collector 14' Arterials	10' Collectors 14' Arterials	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 24' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 30' Arterials and Collectors ADT ≥1500
Urban	4'	4'		4'	N/A	N/A	N/A

Urban Facilities clear zone is measured from face of curb (6" type D or F)

Rural Facilities Use rural for urban facilities when no curb and gutter is present. Measured from edge of through travel lane on rural section.

Curb and gutter not to be used on facilities with design speed > 45 mph.

ADT in the table above refers to design year ADT.

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

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

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

- All changes, additions or deletions to the original design documents.
- Centerline/baseline ties to section line(s) (including ties at PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- At non-curb inlets show state plane coordinates, station/offset/elevation to the top-center of the grate.
- At curb inlets show the state plane coordinates, station/offset/elevation at EOP.



## SPECIAL PROVISIONS

- At special and slotted structures - show the elevation(s), dimensions, and the invert of the weir; the bleeders/orifices; and pipe inverts.
- At outfalls, show the state plane coordinates, station/offset/invert/diameter of pipe, structure type and dimensions.
- The diameter, invert, shape, and material type of connecting pipes between all structures.
- For Irrigation Sleeves - show the state plane coordinates, station/offset/elevation for all end caps, and the invert elevation at the end cap.
- At lakes obtain cross sections at 50 foot intervals, or as otherwise directed by the Engineer (Top of Bank, Top of Slope, etc.).
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For “Begin and End” Bridge, indicate the stations/offsets/elevations at the respective points.
- All existing and proposed trees, show state plane coordinates, station/offset to the approximate center of the tree.
- All existing and proposed Irrigation wells and valve boxes, show state plane coordinates, station/offset to the top-center of the well and/or valve box.
- All existing and proposed pull boxes, show state plane coordinates, station/offset to the top-center of the box.
- All existing and proposed traffic control cabinets, show state plane coordinates, station/offset to the center of the box.

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

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

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

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

### **50. RECORD DRAWINGS and DOCUMENTS (BRIDGE):**

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

## SPECIAL PROVISIONS

### RECORD DRAWINGS (BRIDGE):

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

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

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

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

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

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

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

### DOCUMENTS (BRIDGE):

- **Schedule of Anticipated dates of Inspections:**

In-Service Inspections and or Pre-Acceptance Inspection (before any new lanes are opened to traffic). The Schedule should be received within 60 days of the preconstruction meeting. The

## SPECIAL PROVISIONS

Department must receive a two week advance confirmation notice prior to the In-Service Inspections and or Pre-Acceptance Inspection.

- **As-Built Load Rating**

If the bridge is built per plan, the As-built load rating is simply a signed and sealed load rating FDOT summary sheet stating that there was no change during construction that would affect the load rating.

- **Pile Driving Records**

- **In-Service Inspection**

The Structures Maintenance In-Service Inspection is conducted prior to any new lanes opening to public traffic. Note that for phased construction, there will be multiple in-service inspections required. The intent of this inspection is to verify the bridge is safe for public traffic in accordance with FHWA instructions **Q303-7**

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

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

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

**54. ADDITIONAL REPORTING:** The Department requires Contractor to track during the Project, and report at the end of the Project, on the county of residence of Contractor's employees and its subcontractors' employees. Contractor agrees to prepare and provide the required report with its request for final payment.



**SPECIAL PROVISIONS****PALM BEACH COUNTY****CONTRACTOR'S FINAL REPORT****COUNTY OF RESIDENCE FOR EMPLOYEES**

(to be submitted with Contractor's Application for Final Payment)

To: Palm Beach County Project Manager

From: Contractor Superintendent

Date:

Project Name:

Project Number:

In accordance with the Special Provisions of the Contract, Contractor reports the following:

Total number of employees of Contractor and subcontractors who worked for more than one day on the Project: \_\_\_\_\_

Number of employees of Contractor and subcontractors who reported their county of residence as Palm Beach County: \_\_\_\_\_

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Signed





**SPECIAL PROVISIONS**  
**FUEL ADJUSTMENT CALCULATIONS**

<i>Estimate No.:</i>			<i>Status as of:</i>	
<i>Contractor:</i>			<i>Year/Month:</i>	
<i>Project Name:</i>			<i>Diesel Index at Bid (Pb):</i>	
<i>Project No.:</i>			<i>Current Diesel Index (Pi):</i>	

<i>Item Number</i>	<i>Item Description</i>	<i>Unit</i>	<i>Line Item Quantity Provided</i>	<i>Diesel Factor</i>	<i>Bid Unit Price</i>	<i>Diesel (Gal)</i>
0120 1	Excavation Regular	CY		0.325608		
0120 2 2	Excavation Borrow (Truck Measure)	CY		0.476002		
0120 3	Lateral Ditch Excavation	CY		0.329693		
0120 4	Excavation Subsoil	CY		0.374097		
0120 5	Channel Excavation	CY		0.349267		
0120 6	Embankment	CY		0.242148		
0160 4	Stabilization Type B	SY		0.341408		
285701	Base Optional (Base Group 01)	SY		0.259256		
285702	Base Optional (Base Group 02)	SY		0.302695		
285703	Base Optional (Base Group 03)	SY		0.324215		
285704	Base Optional (Base Group 04)	SY		0.345735		
285705	Base Optional (Base Group 05)	SY		0.429763		
285706	Base Optional (Base Group 06)	SY		0.473203		
285707	Base Optional (Base Group 07)	SY		0.494721		
285708	Base Optional (Base Group 08)	SY		0.537761		
285709	Base Optional (Base Group 09)	SY		0.559283		
285710	Base Optional (Base Group 10)	SY		0.602719		
285711	Base Optional (Base Group 11)	SY		0.645762		
285712	Base Optional (Base Group 12)	SY		0.667281		
285713	Base Optional (Base Group 13)	SY		0.833287		
285714	Base Optional (Base Group 14)	SY		0.855198		
285715	Base Optional (Base Group 15)	SY		1.309412		
0286 1	Turnout Construction/ Driveway Base-Optional Materials	SY		0.360901		
0286 2	Turnout Construction, Asphalt/Driveway Base-Asphalt Materials	TN		1.272316		
0287 1	Asphalt Treated Permeable Base	CY		2.701117		
0334 1 11	Superpave Asphaltic Concrete (Traffic A)	TN		2.701117		
0334 1 12	Superpave Asphaltic Concrete (Traffic B)	TN		2.701117		
0334 1 13	Superpave Asphaltic Concrete (Traffic C)	TN		2.701117		
0334 1 14	Superpave Asphaltic Concrete (Traffic D)	TN		2.701117		
0334 1 15	Superpave Asphaltic Concrete (Traffic E)	TN		2.701117		
0334 1 52	Superpave Asphaltic Concrete, Traffic B	TN		2.701117		
0334 1 53	Superpave Asphaltic Concrete, Traffic C	TN		2.701117		
0334 1 54	Superpave Asphaltic Concrete, Traffic D	TN		2.701117		
0334 1 55	Superpave Asphaltic Concrete, Traffic E	TN		2.701117		
0334 1 56	Superpave Asphaltic Concrete, Traffic B Polymer	TN		2.701117		
0334 1 57	Superpave Asphaltic Concrete, Traffic C, High Polymer	TN		2.701117		
0334 1 58	Superpave Asphaltic Concrete, Traffic D, High Polymer	TN		2.701117		
0334 1 59	Superpave Asphaltic Concrete, Traffic E, High Polymer	TN		2.701117		
0337 7 25	Asphalt Concrete Friction Course, Inc Bit, FC-5	TN		2.701117		
0337 7 26	Asphalt Concrete Friction Course, Inc Bit, FC-5, High Polymer	TN		2.701117		
0337 7 80	Asphaltic Concrete Friction CSE, Traffic B, FC-9.5	TN		2.701117		
0337 7 81	Asphaltic Concrete Friction CSE, Traffic B, FC-12.5,	TN		2.701117		
0337 7 82	Asphaltic Concrete Friction CSE, Traffic C, FC-9.5	TN		2.701117		
0337 7 83	Asphaltic Concrete Friction CSE, Traffic C, FC-12.5	TN		2.701117		
0337 7 85	Asphaltic Concrete Friction CSE, Traffic D, FC-12.5	TN		2.701117		

**SPECIAL PROVISIONS  
FUEL ADJUSTMENT CALCULATIONS**

Estimate No.:			Status as of:
Contractor:			Year/Month:
Project Name:			Diesel Index at Bid (Pb):
Project No.:			Current Diesel Index (Pi):

Item Number	Item Description	Unit	Line Item Quantity Provided	Diesel Factor	Bid Unit Price	Diesel (Gal)
0337 7 88	Asphaltic Concrete Friction CSE,Traffic E, FC-12.5	TN		2.701117		
0337 7 90	Asphaltic Concrete Friction CSE,Traffic B, FC-9.5, High Polymer	TN		2.701117		
0337 7 91	Asphaltic Concrete Friction CSE,Traffic B, FC-12.5, High Polymer	TN		2.701117		
0337 7 92	Asphaltic Concrete Friction CSE,Traffic C, FC-9.5, High Polymer	TN		2.701117		
0337 7 93	Asphaltic Concrete Friction CSE,Traffic C, FC-12.5, High Polymer	TN		2.701117		
0337 7 94	Asph Concrete Friction CSE,Traffic D, FC-12.5, High Polymer	TN		2.701117		
0339 1	Miscellaneous Asphalt Pavment	TN		2.468457		
<b>Total (factored material gallons)</b> <b>Index % Difference</b> <b>Monthly Adjustment Amount</b>						

**FUELS:**

All bids for materials covered by the Proposal are to include required fuels. No additional payment will be made for the fuels. The Department will adjust the bid unit price for fuel, to reflect increases or decreases in the current fuel price (CFP) from that in effect during the month in which bids were received (BFP). A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the fuel used in this proposal exceed 5% (See General Provision Section 9-2.1.1 "Fuels").

**\* Note:**

No adjustment will be made for Gasoline  
Adjustments will only be made on the line items listed above.  
<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>  
This form shall be submitted on a monthly basis to the Engineer.

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, quantities represented by this Certification are true and correct.

	Signature		Printed Name
			Date

Status as of: \_\_\_\_\_  
 BAPI \_\_\_\_\_  
 PG 67: \_\_\_\_\_  
 PG 76: \_\_\_\_\_

**LIQUID ASPHALT:**

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

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, quantities represented by this Certification are true and correct.

Date \_\_\_\_\_



**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

Estimate No.:			Status as of:	
Contractor:			Year/Month:	
Project Name:			BMPAS:	
Project No.:			CMPAS:	

FDOT Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
<b>REBAR AND PRESTRESSING STRAND ITEMS</b>						
0415 1 1	Reinforcing Steel- Roadway	LB		0.48		\$
0415 1 3	Reinforcing Steel- Retaining Wall	LB		0.48		\$
0415 1 4	Reinforcing Steel - Bridge Superstructure	LB		0.48		\$
0415 1 5	Reinforcing Steel- Bridge Substructure	LB		0.48		\$
0415 1 6	Reinforcing Steel- Miscellaneous	LB		0.48		\$
0415 1 8	Reinforcing Steel- Bulkhead	LB		0.48		\$
0415 1 9	Reinforcing Steel- Approach Slabs	LB		0.48		\$
0450 1 1	Prestressed Beams, Type II	LF		0.24		\$
0450 1 2	Prestressed Beams, Type III	LF		0.24		\$
0450 1 3	Prestressed Beams, Type IV	LF		0.24		\$
0450 1 4	Prestressed Beams, Type V	LF		0.24		\$
0450 1 5	Prestressed Beams, Type VI	LF		0.24		\$
0450 1 7	Prestressed Beams, Special Type	LF		0.24		\$
0450 1 72	Prestressed Beams, Bulb T - 72"	LF		0.24		\$
0450 1 78	Prestressed Beams, Bulb T - 78"	LF		0.24		\$
0450 1118	Prestressed Beams, Florida Double Tee, FDT18	LF		0.24		\$
0450 1124	Prestressed Beams, Florida Double Tee, FDT24	LF		0.24		\$
0450 1130	Prestressed Beams, Florida Double Tee, FDT30	LF		0.24		\$
0450 1132	Prestressed Beams, Florida Double Tee, FDT32	LF		0.24		\$
0450 1201	Prest Beams, Type II, Modified	LF		0.24		\$
0450 1202	Prest Beams, Type III, Modified	LF		0.24		\$
0450 1203	Prestressed Beams, Type IV Modified	LF		0.24		\$
0450 1250	Prestressed Beams, Inverted T 20"	LF		0.24		\$
0450 1251	Prestressed Beams, Inverted T Modified from Fib, 26.5"	LF		0.24		\$
0450 2178	Prest Beams: Florida-I Beam 78" Modified, with Post Tensioning	LF		0.24		\$
0450 88 15	Prestressed Slab Units Transversely Post Tensioned, 15"	SF		0.24		\$
0450 88 18	Prestressed Slab Units Transversely Post Tensioned, 18"	SF		0.24		\$
0450 88 20	Prestressed Slab Units Transversely Post Tensioned, 20"	SF		0.24		\$
0450 2 36	Prest Beams: Florida-I Beam 36"	LF		0.24		\$
0450 2 45	Prest Beams: Florida-I Beam 45"	LF		0.24		\$
0450 2 54	Prest Beams: Florida-I Beam 54"	LF		0.24		\$
0450 2 63	Prest Beams: Florida-I Beam 63"	LF		0.24		\$
0450 2 72	Prest Beams: Florida-I Beam 72"	LF		0.24		\$
0450 2 78	Prest Beams: Florida-I Beam 78"	LF		0.24		\$
0450 2 84	Prest Beams: Florida-I Beam 84"	LF		0.24		\$
0450 2 96	Prest Beams: Florida-I Beam 96"	LF		0.24		\$
0450 4 1	Prestressed Beam- FL U-Beam, 48"	LF		0.24		\$
0450 4 2	Prestressed Beam- FL U-Beam, 54"	LF		0.24		\$
0450 4 3	Prestressed Beam- FL U-Beam, 63"	LF		0.24		\$
0450 4 4	Prestressed Beam- FL U-Beam, 72"	LF		0.24		\$
0450 4 15	Prestressed Beam- Florida U-Beam, U90 Curved Precast Spliced U-Girder	LF		0.24		\$
0450 6	Prestressed Slab Beams, Install	LS		0.24		\$
0450 6 14	Prestressed Slab Beams, Width 48", Thickness 18"	LF		0.24		\$
0450 6 15	Prestressed Slab Beams, Width 48", Thickness 15"	LF		0.24		\$
0450 6 24	Prestressed Slab Beams, Width 60", Thickness 18"	LF		0.24		\$
0450 6 25	Prestressed Slab Beams, Width 60", Thickness 15"	LF		0.24		\$
0450 8 11	Prestressed Beam: Florida Slab Beam, Beam Depth 12" Carbon Steel, Width 48-51"	LF		0.24		\$
0450 8 12	Prestressed Beam: Florida Slab Beam, Beam Depth 12" Carbon Steel, Width 52-54"	LF		0.24		\$
0450 8 13	Prestressed Beam: Florida Slab Beam, Beam Depth 12" Carbon Steel, Width 55-57"	LF		0.24		\$
0450 8 14	Prestressed Beam: Florida Slab Beam, Beam Depth 12" Carbon Steel, Width 58-60"	LF		0.24		\$

**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

<i>Estimate No.:</i>			<i>Status as of:</i>	
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<i>Project Name:</i>			<i>BMPAS:</i>	
<i>Project No.:</i>			<i>CMPAS:</i>	

<i>FDOT Item Number</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Factor</i>	<i>Bid Unit Price</i>	<i>Material Cost</i>
0450 8 21	Prestressed Beam: Florida Slab Beam, Beam Depth 15" Carbon Steel, Width 48-51"	LF		0.24		\$
0450 8 22	Prestressed Beam: Florida Slab Beam, Beam Depth 15" Carbon Steel, Width 52-54"	LF		0.24		\$
0450 8 23	Prestressed Beam: Florida Slab Beam, Beam Depth 15" Carbon Steel, Width 55-57"	LF		0.24		\$
0450 8 24	Prestressed Beam: Florida Slab Beam, Beam Depth 15" Carbon Steel, Width 58-60"	LF		0.24		\$
0450 8 31	Prestressed Beam: Florida Slab Beam, Beam Depth 18" Carbon Steel, Width 48-51"	LF		0.24		\$
0450 8 32	Prestressed Beam: Florida Slab Beam, Beam Depth 18" Carbon Steel, Width 52-54"	LF		0.24		\$
0450 8 33	Prestressed Beam: Florida Slab Beam, Beam Depth 18" Carbon Steel, Width 55-57"	LF		0.24		\$
0450 8 34	Prestressed Beam: Florida Slab Beam, Beam Depth 18" Carbon Steel, Width 58-60"	LF		0.24		\$
0450 8 53	Prestressed Beam: Florida Slab Beam, Beam Depth 12" CFRP/SS, Width 55-57"	LF		0.24		\$
0450 8 54	Prestressed Beam: Florida Slab Beam, Beam Depth 12" CFRP/SS, Width 58-60"	LF		0.24		\$
0450 8 61	Prestressed Beam: Florida Slab Beam, Beam Depth 15" CFRP/SS, Width 48-51"	LF		0.24		\$
0450 8 62	Prestressed Beam: Florida Slab Beam, Beam Depth 15" CFRP/SS, Width 52-54"	LF		0.24		\$
0450 8 63	Prestressed Beam: Florida Slab Beam, Beam Depth 15" CFRP/SS, Width 55-57"	LF		0.24		\$
0450 8 64	Prestressed Beam: Florida Slab Beam, Beam Depth 15" CFRP/SS, Width 58-60"	LF		0.24		\$
0450 8 72	Prestressed Beam: Florida Slab Beam, Beam Depth 18" CFRP/SS, Width 52-54"	LF		0.24		\$
0451 70	Prest Soil Anchors	EA		0.15		\$
0455 14 2	Concrete Sheet Piling, 8"x30"	LF		0.20		\$
0455 14 3	Concrete Sheet Piling, 10"x30"	LF		0.20		\$
0455 14 4	Concrete Sheet Piling, 12"x30"	LF		0.20		\$
0455 34 1	Prestressed Concrete Piling, 12" Sq.	LF		0.22		\$
0455 34 2	Prestressed Concrete Piling, 14" Sq.	LF		0.22		\$
0455 34 3	Prestressed Concrete Piling, 18" Sq.	LF		0.22		\$
0455 34 4	Prestressed Concrete Piling, 20" Sq.	LF		0.22		\$
0455 34 5	Prestressed Concrete Piling, 24" Sq.	LF		0.22		\$
0455 34 6	Prestressed Concrete Piling, 30" Sq.	LF		0.22		\$
0455 34 7	Prestressed Concrete Piling, 36" Sq.	LF		0.22		\$
0455 34 23	Prestressed Concrete Piling, 18" Sq W/FRP or Stainless Steel Strand and Reinforcing	LF		0.39		\$
0455 34 25	Prestressed Concrete Piling, 24" Sq W/FRP or Stainless Steel Strand and Reinforcing	LF		0.39		\$
0455 34103	Prestressed Concrete Piling, Includes 100% Dynamic Testing-Internal Gauges, 18" Sq	LF		0.22		\$
0455 34105	Prestressed Concrete Piling, Includes 100% Dynamic Testing-Internal Gauges, 24" Sq	LF		0.22		\$
0455 34106	Prestressed Concrete Piling, Includes 100% Dynamic Testing-Internal Gauges, 30" Sq	LF		0.22		\$
0455 34107	Prestressed Concrete Piling, Includes 100% Dynamic Testing-Internal Gauges, 36" Sq	LF		0.22		\$
0455 34125	Prestressed Concrete Piling, Includes 100% Dynamic Testing-Internal Gauges, 24" Sq W/FRP or SS Strand and Reinforcing	LF		0.22		\$
0455 34203	Prestressed Concrete Piling, Includes 100% Dynamic Testing-External Gauges, 18" Sq	LF		0.22		\$



**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

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FDOT Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
0455 34205	Prestressed Concrete Piling, Includes 100% Dynamic Testing-External Gauges, 24" Sq	LF		0.22		\$
0455 34206	Prestressed Concrete Piling, Includes 100% Dynamic Testing-External Gauges, 30" Sq	LF		0.22		\$
0455 34207	Prestressed Concrete Piling, Includes 100% Dynamic Testing-External Gauges, 36" Sq	LF		0.22		\$
0455 88 1	Drilled Shaft, 24" Diameter	LF		0.13		\$
0455 88 2	Drilled Shaft, 30" Diameter	LF		0.13		\$
0455 88 3	Drilled Shaft, 36" Diameter	LF		0.13		\$
0455 88 4	Drilled Shaft, 42" Diameter	LF		0.13		\$
0455 88 5	Drilled Shaft, 48" Diameter	LF		0.13		\$
0455 88 6	Drilled Shaft, 60" Diameter	LF		0.13		\$
0455 88 7	Drilled Shaft, 72" Diameter	LF		0.15		\$
0455 88 8	Drilled Shaft, 54" Diameter	LF		0.15		\$
0455 88 9	Drilled Shaft, 66" Diameter	LF		0.15		\$
0455 88 15	Drilled Shaft, 84" Diameter	LF		0.15		\$
0455 88 19	Drilled Shaft, 90" Diameter	LF		0.15		\$
0455 88 20	Drilled Shaft, 108 " Diameter	LF		0.15		\$
0455 88 21	Drilled Shaft, 96" Diameter	LF		0.15		\$
0455143 1	Test Piles-Prestressed Concrete,12" Sq	LF		0.11		\$
0455143 2	Test Piles-Prestressed Concrete,14" Sq	LF		0.11		\$
0455143 3	Test Piles-Prestressed Concrete,18" Sq	LF		0.11		\$
0455143 4	Test Piles-Prestressed Concrete,20" Sq	LF		0.11		\$
0455143 5	Test Piles-Prestressed Concrete,24" Sq	LF		0.11		\$
0455143 6	Test Piles-Prestressed Concrete,30" Sq	LF		0.11		\$
0455143 7	Test Piles-Prestressed Concrete,36" Sq	LF		0.11		\$
0455143 23	Test Piles-Prestressed Concrete,18" Sq W/ FRP or Stainless Steel Strand and Reinforcing	LF		0.11		\$
0455143 25	Test Piles-Prestressed Concrete, 24" Sq W/ FRP or Stainless Steel Strand and Reinforcing	LF		0.11		\$
0462 2 11	Post Tensioning Tendons, Superstructure Strand with Grout	LB		0.53		\$
0462 2 12	Post Tensioning Tendons, Superstructure Bar with Grout	LB		0.53		\$
0462 2 13	Post Tensioning Tendons, Substructure Strand with Grout	LB		0.53		\$
0462 2 14	Post Tensioning Tendons, Substructure Bar with Grout	LB		0.53		\$
0462 2 21	Post Tensioning Tendons, Superstructure Strand with Flexible Filler	LB		0.53		\$
0462 2 22	Post Tensioning Tendons, Superstructure Bar with Flexible Filler	LB		0.53		\$
0462 2 23	Post Tensioning Tendons, Substructure Strand Flexible Filler	LB		0.53		\$
0462 2 24	Post Tensioning Tendons, Substructure Bar with Flexible Filler	LB		0.53		\$
0521 1	Median Concrete Barrier Wall	LF		0.17		\$
0521 1 1	Median Barrier Wall Conc, Precast	LF		0.17		\$
0521 1 11	Median Concrete Barrier, 38" Height	LF		0.17		\$
0521 1 12	Median Concrete Barrier, Short Grade-Separated	LF		0.17		\$
0521 1 13	Median Concrete Barrier, Tall Grade-Separated	LF		0.17		\$
0521 1 14	Median Concrete Barrier, Variable Section Width For Sign or Pier Shielding	LF		0.17		\$
0521 5 1	Concrete Traffic Railing- Bridge, 32" F - Shape	LF		0.15		\$
0521 5 2	Concrete Traffic Railing- Bridge, 42" F - Shape	LF		0.16		\$
0521 5 3	Concrete Traffic Railing- Bridge, 32" F - Shape, Median, Double Face	LF		0.16		\$
0521 5 4	Concrete Traffic Railing- Bridge, 32" Vertical Face	LF		0.16		\$
0521 5 5	Concrete Traffic Railing- Bridge, 42" Vertical Face	LF		0.16		\$
0521 5 6	Concrete Traffic Railing- Bridge, Corral W/Curb	LF		0.16		\$
0521 5 7	Concrete Traffic Railing, Bridge, Corral without Curb	LF		0.16		\$
0521 5 8	Concrete Traffic Railing- Bridge Retrofit-Vertical Face	LF		0.16		\$

**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

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FDOT Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
0521 5 9	Concrete Traffic Railing, Bridge, Special Design	LF		0.16		\$
0521 5 10	Concrete Traffic Railing- Bridge, Repair Existing	LF		0.16		\$
0521 5 11	Concrete Traffic Railing- Bridge, Retrofit-Post & Beam Railing	EA		0.16		\$
0521 5 12	Concrete Traffic Railing- Bridge, 36" Median Single Slope	LF		0.16		\$
0521 5 13	Concrete Traffic Railing- Bridge, 36" Single-Slope	LF		0.16		\$
0521 5 14	Concrete Traffic Railing- Bridge, 42" Single-Slope	LF		0.16		\$
0521 5 20	Concrete Traffic Railing- Bridge, F Shaped with Sound/Noise Barrier Wall 8' Height	LF		0.20		\$
0521 5 22	Concrete Traffic Railing- Bridge, 8'-0" Noise Wall	LF		0.20		\$
0521 6 1	Concrete Parapet, Pedest/Bicycle	LF		0.13		\$
0521 6 2	Concrete Parapet, Special	LF		0.13		\$
0521 6 3	Concrete Parapet, Retaining Wall Mounted with Sidewalk	LF		0.13		\$
0521 6 11	Concrete Parapet, Pedestrian/Bicycle, 27" Height	LF		0.13		\$
0521 6 12	Concrete Parapet, Pedestrian/Bicycle, 42" Height	LF		0.13		\$
0521 6 15	Concrete Parapet, Pedestrian/Bicycle, 26" Height with Stone Cap	LF		0.13		\$
0521 6 31	Concrete Parapet, Retaining Wall System Mounted W/Sidewalk, 27" Height	LF		0.13		\$
0521 6 32	Concrete Parapet, Retaining Wall System Mounted	LF		0.13		\$
0521 6 34	Concrete Parapet, Retaining Wall System Mounted W/Sidewalk, Curb	LF		0.13		\$
0521 7 1	Concrete Traffic Railing Barrier-Retaining Wall System, F Shape with Sound/Noise Barrier Wall, 8' Height	LF		0.20		\$
0521 8 1	Concrete Traffic Railing Barrier with Junction Slab, 32" F Shape	LF		0.16		\$
0521 8 2	Concrete Traffic Railing Barrier, with Junction Slab, 42" F Shape	LF		0.16		\$
0521 8 3	Concrete Traffic Railing Barrier, with Junction Slab, 32" Vertical Face	LF		0.16		\$
0521 8 4	Concrete Traffic Railing Barrier, with Junction Slab, 42" Vertical Face	LF		0.16		\$
0521 8 5	Concrete Traffic Railing Barrier, with Junction Slab, Corral with Curb	LF		0.16		\$
0521 8 6	Concrete Traffic Railing Barrier, with Junction Slab, Corral without Curb	LF		0.16		\$
0521 8 7	Concrete Barrier, with Junction Slab, 36" Single Slope	LF		0.16		\$
0521 8 8	Concrete Barrier, with Junction Slab, 42" Single Slope	LF		0.16		\$
0521 8 11	Concrete Barrier, with Junction Slab, 8'-0" Noise Wall	LF		0.18		\$
0521 72 2	Shoulder Concrete Barrier, Box Culvert	LF		0.17		\$
0521 72 3	Shoulder Concrete Barrier, Rigid-Shoulder	LF		0.17		\$
0521 72 4	Shoulder Concrete Barrier, Rigid Retaining	LF		0.17		\$
0521 72 5	Shoulder Concrete Barrier Wall, Rigid-Curb & Gutter	LF		0.17		\$
0521 72 7	Shoulder Concrete Barrier Wall, Rigid - Shoulder with 8' Sound/Noise Wall	LF		0.18		\$
0521 72 10	Shoulder Concrete Barrier Wall, Rigid Shoulder 42"	LF		0.17		\$
0521 72 11	Shoulder Concrete Barrier Wall, Rigid Shoulder 54"	LF		0.17		\$
0521 72 20	Shoulder Concrete Barrier Wall, F Shaped, with 8' Sound/Noise Wall	LF		0.18		\$
0521 72 21	Shoulder Concrete Barrier Wall, F Shaped, with 10' Sound/Noise Wall	LF		0.18		\$
0521 72 22	Shoulder Concrete Barrier Wall, F Shaped, with 12' Sound/Noise Wall	LF		0.18		\$
0521 72 23	Shoulder Concrete Barrier Wall, F Shaped, with 14' Sound/Noise Wall	LF		0.18		\$
0521 72 24	Shoulder Concrete Barrier Wall, 8' Noise Wall	LF		0.18		\$
0521 72 27	Shoulder Concrete Barrier Wall, 14' Noise Wall	LF		0.18		\$

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0521 72 40	Shoulder Concrete Barrier, 38" or 44" Height	LF		0.17		\$
0521 72 41	Shoulder Concrete Barrier, Retaining Section	LF		0.17		\$
0521 72 42	Shoulder Concrete Barrier, 38" Trench Footing Section	LF		0.17		\$
0521 72 43	Shoulder Concrete Barrier, Curb and Gutter Barrier	LF		0.17		\$
0521 72 44	Shoulder Concrete Barrier, 44" Pier Protection Barrier/Crash Wall	LF		0.18		\$
0521 72 56	Shoulder Concrete Barrier, 56" Pier Protection Barrier/Crash Wall	LF		0.18		\$
0521 72 60	Shoulder Concrete Barrier, 38" Wall Shielding Barrier	LF		0.17		\$
0521 72 61	Shoulder Concrete Barrier, Variable Width For Wall or Sign Shielding	LF		0.17		\$
0534 72	Concrete Noise Wall	SF		0.20		\$
0534 73	Perimeter Wall	SF		0.20		\$
0641 2 11	Prestressed Concrete Pole, F&I, Type P-II Pedestal	EA		0.22		\$
0641 2 12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA		0.22		\$
0641 2 13	Prestressed Concrete Pole, F&I, Type P-III	EA		0.22		\$
0641 2 14	Prestressed Concrete Pole, F&I, Type P-IV	EA		0.22		\$
0641 2 15	Prestressed Concrete Pole, F&I, Type P-V	EA		0.22		\$
0641 2 16	Prestressed Concrete Pole, F&I, Type P-VI	EA		0.22		\$
0641 2 17	Prestressed Concrete Pole, F&I, Type P-VII	EA		0.22		\$
0641 2 18	Prestressed Concrete Pole, F&I, Type P-VIII	EA		0.22		\$
0641 2 19	Prestressed Concrete Pole, F&I, Custom Design	EA		0.22		\$
0641 2 30	Prestressed Concrete Pole, Install	EA		0.22		\$
0641 3163	Concrete CCTV Pole, Furnish & Install with Lowering Device, 63'	EA		0.22		\$
0641 3169	Concrete CCTV Pole, Furnish & Install with Lowering Device, 69'	EA		0.22		\$
0641 3175	Concrete CCTV Pole, Furnish & Install with Lowering Device, 75'	EA		0.22		\$
0641 3180	Concrete CCTV Pole, Furnish & Install with Lowering Device, 80'	EA		0.22		\$
0641 3186	Concrete CCTV Pole, Furnish & Install with Lowering Device, 86'	EA		0.22		\$
0641 3263	Concrete CCTV Pole, Furnish & Install without Lowering Device, 63'	EA		0.22		\$
0641 3269	Concrete CCTV Pole, Furnish & Install without Lowering Device, 69'	EA		0.22		\$
0641 3275	Concrete CCTV Pole, Furnish & Install without Lowering Device, 75'	EA		0.22		\$
0641 3280	Concrete CCTV Pole, Furnish & Install without Lowering Device, 80'	EA		0.22		\$
0641 3286	Concrete CCTV Pole, Furnish & Install with Out Lowering Device, 86'	EA		0.22		\$
0641 14134	Prest Conc Pole, F&I - with Foundation, Type N-V, 34'	EA		0.22		\$
<b>GUARDRAIL ITEMS</b>						
536-1-0	Guardrail -Roadway, General/Low Speed TI-2	LF		0.65		\$
536-1-1	Guardrail -Roadway, General TI-3	LF		0.65		\$
536-1-3	Guardrail- Roadway, Double Face	LF		0.65		\$
536-5-1	Rub Rail for Guardrail, Single Sided Rub Rail	LF		0.65		\$
536-5-2	Rubrail for Guardrail, Double Sided Rub Rail	LF		0.65		\$
536-6	Pipe Rail for Guardrail	LF		0.65		\$
536-7-1	Special Guardrail Post- Deep Post for Slope Break Condition- Timber or Steel	EA		0.65		\$
536-7-2	Special Guardrail Post- Special Steel Post for Concrete Structure Mount	EA		0.65		\$
536-7-3	Special Guardrail Post- Encased Post for Shallow Mount	EA		0.65		\$



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536-7-4	Special Guardrail Post- Frangible Leave-Out for Mounting Through Concrete Surface	EA		0.65		\$
536-8	Guardrail- Bridge Anchorage Assembly, Furnish & Install	EA		0.65		\$
536-8-11	Approach Transition to Rigid Barrier Connection, Furnish & Install	EA		0.65		\$
536-8-12	Approach Transition Connection to Rigid Barrier, Furnish and Install, TI-2	EA		0.65		\$
536-8-13	Approach Transition Connection to Rigid Barrier, Furnish and Install, TI-3	EA		0.65		\$
536-8-60	Approach Transition to Rigid Barrier- Bridge Anchorage Assembly, Remove	EA		0.65		\$
536-83-1	Guardrail Post Replacement, Regular (Maintenance Use Only)	EA		0.65		\$
536-85-20	Guardrail End Treatment- Trailing Anchorage	EA		0.65		\$
536-85-22	Guardrail End Treatment- Flared Approach Terminal	EA		0.65		\$
536-85-24	Guardrail End Treatment- Parallel Approach Terminal	EA		0.65		\$
536-85-25	Guardrail End Treatment- Trailing Anchorage Type II	EA		0.65		\$
536-85-26	Guardrail End Treatment- Type CRT	EA		0.65		\$
536-85-27	Guardrail End Treatment- Double Face Approach Terminal	EA		0.65		\$
536-85-28	Guardrail End Treatment- Double Face Type II Trailing Anchorage	EA		0.65		\$
536-85-29	Guardrail End Treatment- Double Face Trailing Anchorage	EA		0.65		\$
536-8111	Guardrail Transition Connection to Rigid Barrier, F&I- Index 536-001, Approach TI-2	EA		0.65		\$
536-8112	Guardrail Transition Connection to Rigid Barrier, F&I- Index 536-001, Approach TI-3	EA		0.65		\$
536-8113	Guardrail Transition Connection to Rigid Barrier, F&I- Index 536-001, Trailing	EA		0.65		\$
536-8122	Guardrail Transition Connection to Rigid Barrier, F&I- Index 536-002, Approach TI-3	EA		0.65		\$
536-8123	Guardrail Transition Connection to Rigid Barrier, F&I- Index 536-002, Trailing	EA		0.65		\$
544-2-1	Crash Cushion, TI-2, Narrow	EA		0.65		\$
544-2-2	Crash Cushion, TI-2, Wide	EA		0.65		\$
544-3-1	Crash Cushion, TI-3, Narrow	EA		0.65		\$
544-3-2	Crash Cushion, TI-3, Wide	EA		0.65		\$
544-75-1	Crash Cushion	EA		0.65		\$

**STEEL HANDRAIL ITEMS**

0460 71 1	Metal Traffic Railing, Thrie Beam Retrofit	LF		0.65		\$
0460 71 2	Metal Traffic Railing, Steel Post and Rail	LF		0.65		\$
0460 71 4	Metal Traffic Railing, Rectangular Tube Retrofit	LF		0.65		\$
0515 1 1	Pipe Handrail - Guiderail, Steel	LF		0.65		\$
0515 2211	Pedestrian / Bicycle Railing, Steel, 42" Type 1	LF		0.65		\$
0515 2212	Pedestrian / Bicycle Railing, Steel, 42" Type 2	LF		0.65		\$
0515 2213	Pedestrian / Bicycle Railing, Steel, 42" Type 3	LF		0.65		\$
0515 2215	Pedestrian / Bicycle Railing, Steel, 42" Type 5	LF		0.65		\$
0515 2221	Pedestrian/ Bicycle Railing, Steel only, 54" Type 1	LF		0.65		\$
0515 2231	Pedestrian/ Bicycle Railing, Steel only, 48" Type 1	LF		0.65		\$
0914550 1	Fencing- Pedestrian Barrier P1- 4' Steel Loop Fence	LF		0.65		\$

**STRUCTURAL STEEL AND STEEL SHEETPIILING ITEMS**

0455 35 1	Steel Piling, HP 8 x 36	LF		0.35		\$
0455 35 3	Steel Piling, HP 10 x 42	LF		0.35		\$
0455 35 4	Steel Piling, HP 12 x 53	LF		0.35		\$
0455 35 5	Steel Piling, HP 14 x 73	LF		0.35		\$
0455 35 6	Steel Piling, HP 14 x 89	LF		0.35		\$
0455 35 7	Steel Piling, HP 14 x 102	LF		0.45		\$
0455 35 8	Steel Piling, HP 14 x 117	LF		0.45		\$

**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

Estimate No.:		Status as of:	
Contractor:		Year/Month:	
Project Name:		BMPAS:	
Project No.:		CMPAS:	

<b>FDOT Item Number</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Factor</b>	<b>Bid Unit Price</b>	<b>Material Cost</b>
0455 35 9	Steel Piling, Special	LF		0.35		\$
0455 35 10	Steel Piling, HP 16 x 101	LF		0.45		\$
0455 35 11	Steel Piling, HP 12 x 74	LF		0.35		\$
0455 35 12	Steel Piling, HP 16 x 88	LF		0.35		\$
0455 35 13	Steel Piling, HP 16 x 121	LF		0.45		\$
0455 35 14	Steel Piling, HP 16 x 141	LF		0.45		\$
0455 35 20	Steel Piling, 18" Diameter Pipe	LF		0.35		\$
0455 35 21	Steel Piling, 20" Diameter Pipe	LF		0.35		\$
0455 35 22	Steel Piling, 24" Diameter Pipe	LF		0.35		\$
0455 35 23	Steel Piling, 30" Diameter Pipe	LF		0.35		\$
0455133 3	Sheet Piling Steel, F&I Permanent	SF		0.58		\$
0460 1 15	Structural Steel - Rehabilitation, Miscellaneous	LB		0.65		\$
0460 2 1	Struct Steel, Carbon	LB		0.63		\$
0460 2 2	Struct Steel, Low Alloy	LB		0.63		\$
0460 2 15	Struct Steel, Miscellaneous	LB		0.65		\$
0460 2 18	Struct Steel, Carbon- Truss	LB		0.63		\$
0460 2 20	Struct Steel - New/Widening, Weathering	LB		0.65		\$
<b>SIGN STRUCTURES AND MAST ARMS ITEMS</b>						
0649 1 10	Steel Strain Pole, F&I, Pedestal	EA		0.40		\$
0649 1 11	Steel Strain Pole, F&I, Type PS- IV	EA		0.40		\$
0649 1 12	Steel Strain Pole, F&I, Type PS- V	EA		0.40		\$
0649 1 13	Steel Strain Pole, F&I, Type PS- VI	EA		0.40		\$
0649 1 14	Steel Strain Pole, F&I, Type PS- VII	EA		0.40		\$
0649 1 15	Steel Strain Pole, F&I, Type PS- VIII	EA		0.40		\$
0649 1 16	Steel Strain Pole, F&I, Type PS- IX	EA		0.40		\$
0649 1 17	Steel Strain Pole, F&I, Type PS- X	EA		0.40		\$
0649 2150	Steel CCTV Pole, Furnish & Install with Lowering Device, 50'	EA		0.40		\$
0649 2155	Steel CCTV Pole, Furnish & Install with Lowering Device, 55'	EA		0.40		\$
0649 2170	Steel CCTV Pole, Furnish & Install with Lowering Device, 70'	EA		0.40		\$
0649 2250	Steel CCTV Pole, Furnish & Install without Lowering Device, 50'	EA		0.40		\$
0649 2255	Steel CCTV Pole, Furnish & Install without Lowering Device, 55'	EA		0.40		\$
0649 2260	Steel CCTV Pole, Furnish & Install without Lowering Device, 60'	EA		0.40		\$
0649 2265	Steel CCTV Pole, Furnish & Install without Lowering Device, 65'	EA		0.40		\$
0649 2270	Steel CCTV Pole, Furnish & Install without Lowering Device, 70'	EA		0.40		\$
0649 21 1	Steel Mast Arm Assembly, Furnish and Install, Single Arm 30'	EA		0.40		\$
0649 21 2	Steel Mast Arm Assembly, Furnish and Install, Double Arm 30'-30'	EA		0.45		\$
0649 21 3	Steel Mast Arm Assembly, Furnish and Install, Single Arm 40'	EA		0.40		\$
0649 21 4	Steel Mast Arm Assembly, Furnish and Install, Double Arm 40'-30'	EA		0.45		\$
0649 21 5	Steel Mast Arm Assembly, Furnish and Install, Double Arm 40'-40'	EA		0.45		\$
0649 21 6	Steel Mast Arm Assembly, Furnish and Install, Single Arm 50'	EA		0.40		\$
0649 21 7	Steel Mast Arm Assembly, Furnish and Install, Double Arm 50'-30'	EA		0.45		\$

**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

Estimate No.:			Status as of:			
Contractor:			Year/Month:			
Project Name:			BMPAS:			
Project No.:			CMPAS:			
FDOT Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
0649 21 8	Steel Mast Arm Assembly, Furnish and Install, Double Arm 50'-40'	EA		0.45		\$
0649 21 9	Steel Mast Arm Assembly, Furnish and Install, Double Arm 50'-50'	EA		0.45		\$
0649 21 10	Steel Mast Arm Assembly, Furnish and Install, Single Arm 60'	EA		0.40		\$
0649 21 11	Steel Mast Arm Assembly, Furnish and Install, Double Arm 60'-30'	EA		0.45		\$
0649 21 12	Steel Mast Arm Assembly, Furnish and Install, Double Arm 60'-40'	EA		0.45		\$
0649 21 13	Steel Mast Arm Assembly, Furnish and Install, Double Arm 60'-50'	EA		0.45		\$
0649 21 14	Steel Mast Arm Assembly, Furnish and Install, Double Arm 60'-60'	EA		0.45		\$
0649 21 15	Steel Mast Arm Assembly, Furnish and Install, Single Arm 70'	EA		0.40		\$
0649 21 16	Steel Mast Arm Assembly, Furnish and Install, Double Arm 70'-30'	EA		0.45		\$
0649 21 17	Steel Mast Arm Assembly, Furnish and Install, Double Arm 70'-40'	EA		0.45		\$
0649 21 18	Steel Mast Arm Assembly, Furnish and Install, Double Arm 70'-50'	EA		0.45		\$
0649 21 19	Steel Mast Arm Assembly, Furnish and Install, Double Arm 70'-60'	EA		0.45		\$
0649 21 20	Steel Mast Arm Assembly, Furnish and Install, Double Arm 70'-70'	EA		0.45		\$
0649 21 21	Steel Mast Arm Assembly, Furnish and Install, Single Arm 78'	EA		0.40		\$
0649 21 22	Steel Mast Arm Assembly, Furnish and Install, Double Arm 78'-30'	EA		0.45		\$
0649 21 23	Steel Mast Arm Assembly, Furnish and Install, Double Arm 78'-40'	EA		0.45		\$
0649 21 24	Steel Mast Arm Assembly, Furnish and Install, Double Arm 78'-50'	EA		0.45		\$
0649 21 25	Steel Mast Arm Assembly, Furnish and Install, Double Arm 78'-60'	EA		0.45		\$
0649 21 26	Steel Mast Arm Assembly, Furnish and Install, Double Arm 78'-70'	EA		0.45		\$
0649 21 27	Steel Mast Arm Assembly, Furnish and Install, Double Arm 78'-78'	EA		0.45		\$
0649 22 3	Steel Mast Arm Assembly, Furnish and Install on Existing Foundation, Single Arm 40'	EA		0.40		\$
0649 22 17	Steel Mast Arm Assembly, Furnish and Install on Existing Foundation, Double Arm 70'-40'	EA		0.45		\$
0649 22 18	Steel Mast Arm Assembly, Furnish and Install on Existing Foundation, Double Arm 70'-50'	EA		0.45		\$
0649 23 2	Steel Mast Arm Assembly, Install/Relocate to New/Contractor Provided Foundation	EA		0.13		\$
0649 25 6	Steel Mast Arm Assembly, Replace Arm on Existing Pole, 50'	EA		0.10		\$
0649 25 10	Steel Mast Arm Assembly, Replace Arm on Existing Pole, 60'	EA		0.10		\$
0649 32116	Mast Arm,F&I on Existing Foundation, Wind Speed-150, Double Arm,W/O Luminaire, 46-70.5	EA		0.40		\$
0700 4111	Overhead Static Sign Structure, Furnish & Install, Cantilever, Up to 20 Ft	EA		0.46		\$

**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

<i>Estimate No.:</i>			<i>Status as of:</i>			
<i>Contractor:</i>			<i>Year/Month:</i>			
<i>Project Name:</i>			<i>BMPAS:</i>			
<i>Project No.:</i>			<i>CMPAS:</i>			
<b>FDOT Item Number</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Factor</b>	<b>Bid Unit Price</b>	<b>Material Cost</b>
0700 4112	Overhead Static Sign Structure, Furnish & Install, Cantilever, 21-30 Ft	EA		0.46		\$
0700 4113	Overhead Static Sign Structure, Furnish & Install, Cantilever, 31-40 Ft	EA		0.46		\$
0700 4114	Overhead Static Sign Structure, Furnish & Install, Cantilever, 41-50 Ft	EA		0.46		\$
0700 4115	Overhead Static Sign Structure, Furnish & Install, Cantilever, 50'+	EA		0.46		\$
0700 4121	Overhead Static Sign Structure, Furnish & Install, Span, Up to 20 Ft	EA		0.46		\$
0700 4122	Overhead Static Sign Structure, Furnish & Install, Span, 21-30 Ft	EA		0.46		\$
0700 4123	Overhead Static Sign Structure, Furnish & Install, Span, 31-40 Ft	EA		0.46		\$
0700 4124	Overhead Static Sign Structure, Furnish & Install, Span, 41-50 Ft	EA		0.46		\$
0700 4125	Overhead Static Sign Structure, Furnish & Install, Span, 51-100 Ft	EA		0.46		\$
0700 4126	Overhead Static Sign Structure, Furnish & Install, Span, 101-150 Ft	EA		0.46		\$
0700 4127	Overhead Static Sign Structure, Furnish & Install, Span, 151-200 Ft	EA		0.46		\$
0700 4128	Overhead Static Sign Structure, Furnish & Install, Span, 201 Ft and Greater	EA		0.46		\$
0700 4131	Overhead Static Sign Structure, Furnish & Install, Monotube, Up to 20 Ft	EA		0.46		\$
0700 4132	Overhead Static Sign Structure, Furnish & Install, Monotube, 21-30 Ft	EA		0.46		\$
0700 4133	Overhead Static Sign Structure, Furnish & Install, Monotube, 31-40 Ft	EA		0.46		\$
0700 4134	Overhead Static Sign Structure, Furnish & Install, Monotube, 41-50 Ft	EA		0.46		\$
0700 4135	Overhead Static Sign Structure, Furnish & Install, Monotube-Span, 51-100 Ft	EA		0.46		\$
0700 4136	Overhead Static Sign Structure, Furnish & Install, Monotube-Span, 101-150 Ft	EA		0.46		\$
0700 4137	Overhead Static Sign Structure, Furnish & Install, Monotube-Span, 151-200 Ft	EA		0.46		\$
0700 4138	Overhead Static Sign Structure, Furnish & Install, Monotube-Span, 200 Ft and Greater	EA		0.46		\$
0700 4140	Overhead Static Sign Structure, Furnish & Install, Overpass Bridge Mount	EA		0.46		\$
0700 5125	Overhead Static Sign Structure, Furnish & Install, Multi-Span, 51-100 Ft	EA		0.46		\$
0700 5126	Overhead Static Sign Structure, Furnish & Install, Multi-Span, 101-150 Ft	EA		0.46		\$
0700 5127	Overhead Static Sign Structure, Furnish & Install, Multi-Span, 151-200 Ft	EA		0.46		\$
0700 5128	Overhead Static Sign Structure, Furnish & Install, Multi-Span, 201 Ft and Greater	EA		0.46		\$
0700 10115	DMS Support Structure, Furnish & Install, Span, 51-100 Ft	EA		0.40		\$
0700 10116	DMS Support Structure, Furnish & Install, Span, 101-150 Ft	EA		0.40		\$
0700 10117	DMS Support Structure, Furnish & Install, Span, 151-200 Ft	EA		0.40		\$
0700 10118	DMS Support Structure, Furnish & Install, Span, 201 Ft and Greater	EA		0.40		\$
0700 10121	DMS Support Structure, Cantilever, Up to 20 Ft	EA		0.40		\$
0700 10122	DMS Support Structure, Cantilever, 21-30 Ft	EA		0.40		\$



**SPECIAL PROVISIONS**  
**STEEL MATERIALS ADJUSTMENT CALCULATION**

Estimate No.:			Status as of:	
Contractor:			Year/Month:	
Project Name:			BMPAS:	
Project No.:			CMPAS:	

FDOT Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
0700 10123	DMS Support Structure, Cantilever, 31-40 Ft	EA		0.40		\$
0700 10124	DMS Support Structure, Cantilever, 41-50 Ft	EA		0.40		\$
0700 10130	DMS Support Structure, Furnish & Install, Pedestal	EA		0.40		\$
0700 10140	DMS Support Structure, Furnish & Install, Multi-Post	EA		0.40		\$
<b>total (factored material cost) \$</b>						
<b>Index % Difference</b>						
<b>Monthly Monetary Amount</b>						

**STEEL MATERIALS:**

All bids for materials covered by the Proposal are to include required steel. No additional payment will be made for steel. The Department will adjust the bid unit price for steel, to reflect increases or decreases in the current material price adjustment steel (CMPAS) from that in effect during the month in which bids were received (BMPAS). A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the steel used in this proposal exceed 5% (See General Provision Section 9-2.1.3 Steel Materials").

**\* Note:** Adjustments will only be made on the line items listed above.  
<https://www.fdot.gov/construction/material-price-adjustment>  
 This form shall be submitted on a monthly basis to the Engineer.

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, quantities represented by this Certification are true and correct.

Signature		Printed Name
		Date



**SPECIAL PROVISIONS**  
**ALUMINUM ADJUSTMENT CALCULATION**

Estimate No.:		Status as of:	
Contractor:		Year/Month:	
Project Name:		BMPAA:	
Project No.:		CMPAA:	

Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
515-2-312	Pedestrian / Bicycle Railing, Aluminum, 42" Type 2	LF		0.65		\$
515-2-313	Pedestrian / Bicycle Railing, Aluminum, 42" Type 3	LF		0.65		\$
515-2-314	Pedestrian / Bicycle Railing, Aluminum, 42" Type 4	LF		0.65		\$
515-2-321	Pedestrian/ Bicycle Railing, Aluminum Only, 54" Type 1	LF		0.65		\$
515-3-2	Pipe Handrail- Retrofit to Existing Railing, Aluminum	LF		0.65		\$
646-1-11	Aluminum Signals Pole, Pedestal	EA		0.65		\$
646-1-12	Aluminum Signals Pole, Furnish & Install Pedestrian Detector Post	EA		0.65		\$
646-1-30	Aluminum Signals Pole, Install	EA		0.65		\$
646-2-112	Aluminum Pole- Index 695-001, Furnish & Install, 12'	EA		0.65		\$
646-2-115	Aluminum Pole- Index 695-001, Furnish & Install, 15'	EA		0.65		\$
646-2-120	Aluminum Pole- Index 695-001, Furnish & Install, 20'	EA		0.65		\$
646-2-130	Aluminum Pole- Index 695-001, Furnish & Install, 30'	EA		0.65		\$
646-2-135	Aluminum Pole- Index 695-001, Furnish & Install, 35'	EA		0.65		\$
650-1-11	Vehicular Traffic Signal, Furnish & Install Aluminum, 1 Section, 1 Way	AS		0.65		\$
650-1-12	Vehicular Traffic Signal, Furnish & Install Aluminum, 1 Section, 2-4 Way	AS		0.65		\$
650-1-13	Vehicular Traffic Signal, Furnish & Install Aluminum, 2 Section, 1-2 Ways	AS		0.65		\$
650-1-14	Vehicular Traffic Signal, Furnish & Install Aluminum, 3 Section, 1 Way	AS		0.65		\$
650-1-15	Vehicular Traffic Signal, Furnish & Install Aluminum, 3 Section, 2-4 Ways	AS		0.65		\$
650-1-16	Vehicular Traffic Signal, Furnish & Install Aluminum, 4 Section, 1 Way	AS		0.65		\$
650-1-17	Vehicular Traffic Signal, Furnish & Install Aluminum, 4 Section, 2-4 Ways	AS		0.65		\$
650-1-18	Vehicular Traffic Signal, Furnish & Install Aluminum, 5 Section Straight, 1 Way	AS		0.65		\$
650-1-19	Vehicular Traffic Signal, Furnish & Install Aluminum, 5 Section Cluster, 1 Way	AS		0.65		\$
715-4-11	Light Pole Complete, Furnish & Install Standard Pole Standard Foundation, 30' Mounting Height	EA		0.65		\$
715-4-12	Light Pole Complete, Furnish & Install Standard Pole Standard Foundation, 35' Mounting Height	EA		0.65		\$
715-4-13	Light Pole Complete, Furnish & Install Standard Pole Standard Foundation, 40' Mounting Height	EA		0.65		\$
715-4-14	Light Pole Complete, Furnish & Install Standard Pole Standard Foundation, 45' Mounting Height	EA		0.65		\$
715-4-15	Light Pole Complete, Furnish & Install Standard Pole Standard Foundation, 50' Mounting Height	EA		0.65		\$
715-4-17	Light Pole Complete, Furnish & Install Standard Pole Standard Found, Wildlife Sensitive Luminaire 20' Mounting Height	EA		0.65		\$
715-4-18	Light Pole Complete, Furnish & Install Standard Pole Standardfound, Wildlife Sensitive Luminaire 25' Mounting Height	EA		0.65		\$
715-4-21	Light Pole Complete, Furnish & Install Standard Pole Special Foundation, 30' Mounting Height	EA		0.65		\$
715-4-22	Light Pole Complete, Furnish & Install Standard Pole Special Foundation, 35' Mounting Height	EA		0.65		\$
715-4-23	Light Pole Complete, Furnish & Install Standard Pole Special Foundation, 40' Mounting Height	EA		0.65		\$
715-4-24	Light Pole Complete, Furnish & Install Standard Pole Special Foundation, 45' Mounting Height	EA		0.65		\$
715-4-25	Light Pole Complete, Furnish & Install Standard Pole Special Foundation, 50' Mounting Height	EA		0.65		\$
715-4-27	Light Pole Complete, Furnish & Install Standard Pole Special Found, Wildlife Sensitive Luminaire 20' Mounting Height	EA		0.65		\$

**SPECIAL PROVISIONS  
ALUMINUM ADJUSTMENT CALCULATION**

Estimate No.:			Status as of:			
Contractor:			Year/Month:			
Project Name:			BMPAA:			
Project No.:			CMPAA:			
Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
715-4-28	Light Pole Complete, Furnish & Install Standard Pole Special Found, Wildlife Sensitive Luminaire 25' Mounting Height	EA		0.65		\$
715-4-31	Light Pole Complete, Furnish & Install Utility Conflict Pole, Index 17515/715-002 Foundation, 30' Mounting Height	EA		0.65		\$
715-4-32	Light Pole Complete, Furnish & Install Utility Conflict Pole, Index 17515/715-002 Foundation, 35' Mounting Height	EA		0.65		\$
715-4-33	Light Pole Complete, Furnish & Install Utility Conflict Pole, Index 17515/715-002 Foundation, 40' Mounting Height	EA		0.65		\$
715-4-34	Light Pole Complete, Furnish & Install Utility Conflict Pole, Index 17515/715-002 Foundation, 45' Mounting Height	EA		0.65		\$
715-4-35	Light Pole Complete, Furnish & Install Utility Conflict Pole, Index 17515/715-002 Foundation, 50' Mounting Height	EA		0.65		\$
715-4-41	Light Pole Complete, Furnish & Install Utility Conflict Pole, Special Foundation, 30' Mounting Height	EA		0.65		\$
715-4-42	Light Pole Complete, Furnish & Install Utility Conflict Pole, Special Foundation, 35' Mounting Height	EA		0.65		\$
715-4-43	Light Pole Complete, Furnish & Install Utility Conflict Pole, Special Foundation, 40' Mounting Height	EA		0.65		\$
715-4-44	Light Pole Complete, Furnish & Install Utility Conflict Pole, Special Foundation, 45' Mounting Height	EA		0.65		\$
715-4-45	Light Pole Complete, Furnish & Install Utility Conflict Pole, Special Foundation, 50' Mounting Height	EA		0.65		\$
715-4-50	Light Pole Complete, Install	EA		0.65		\$
715-5-31	Luminaire & Bracket Arm- Aluminum, Furnish & Install New Luminaire and Arm On New/Existing Pole	EA		0.65		\$
715-511-115	Light Pole Complete- Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 15'	EA		0.65		\$
715-511-120	Light Pole Complete- Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 20'	EA		0.65		\$
715-511-125	Light Pole Complete- Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 25'	EA		0.65		\$
715-511-130	Light Pole Complete- Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 30'	EA		0.65		\$
715-511-135	Light Pole Complete- Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 35'	EA		0.65		\$
715-511-140	Light Pole Complete- Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 40'	EA		0.65		\$
715-511-145	Light Pole Complete- Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 45'	EA		0.65		\$
715-511-150	Light Pole Complete Special Design , F&I, Single Arm Shoulder Mount, Aluminum, 50'	EA		0.65		\$
715-512-115	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 15'	EA		0.65		\$
715-512-125	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 25'	EA		0.65		\$
715-512-130	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 30'	EA		0.65		\$
715-512-135	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 35'	EA		0.65		\$
715-512-140	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 40'	EA		0.65		\$
715-512-145	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 45'	EA		0.65		\$
715-512-150	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 50'	EA		0.65		\$
715-512-155	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 55'	EA		0.65		\$
715-512-160	Light Pole Complete- Special Design, F&I, Double Arm Shoulder Mount, Aluminum, 60'	EA		0.65		\$

**SPECIAL PROVISIONS  
ALUMINUM ADJUSTMENT CALCULATION**

<i>Estimate No.:</i>			<i>Status as of:</i>	
<i>Contractor:</i>			<i>Year/Month:</i>	
<i>Project Name:</i>			<i>BMPAA:</i>	
<i>Project No.:</i>			<i>CMPAA:</i>	

<b>Item Number</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Factor</b>	<b>Bid Unit Price</b>	<b>Material Cost</b>
715-513-115	Light Pole Complete- Special Design, F&I, Single Arm Wall Mount, Aluminum, 15'	EA		0.65		\$
715-513-125	Light Pole Complete- Special Design, F&I, Single Arm Wall Mount, Aluminum, 25'	EA		0.65		\$
715-513-130	Light Pole Complete- Special Design, F&I, Single Arm Wall Mount, Aluminum, 30'	EA		0.65		\$
715-513-135	Light Pole Complete- Special Design, F&I, Single Arm Wall Mount, Aluminum, 35'	EA		0.65		\$
715-513-140	Light Pole Complete- Special Design, F&I, Single Arm Wall Mount, Aluminum, 40'	EA		0.65		\$
715-513-145	Light Pole Complete- Special Design, F&I, Single Arm Wall Mount, Aluminum, 45'	EA		0.65		\$
715-513-150	Light Pole Complete- Special Design, F&I, Single Arm Wall Mount, Aluminum, 50'	EA		0.65		\$
715-514-115	Light Pole Complete- Special Design, F&I, Double Arm Wall Mount, Aluminum, 15'	EA		0.65		\$
715-514-120	Light Pole Complete- Special Design, F&I, Double Arm Wall Mount, Aluminum, 20'	EA		0.65		\$
715-514-125	Light Pole Complete- Special Design, F&I, Double Arm Wall Mount, Aluminum, 25'	EA		0.65		\$
715-514-130	Light Pole Complete- Special Design, F&I, Double Arm Wall Mount, Aluminum, 30'	EA		0.65		\$
715-514-135	Light Pole Complete- Special Design, F&I, Double Arm Wall Mount, Aluminum, 35'	EA		0.65		\$
715-514-140	Light Pole Complete- Special Design, F&I, Double Arm Wall Mount, Aluminum, 40'	EA		0.65		\$
715-514-145	Light Pole Comp- Special Design, F&I, Double Arm Wall Mount, Aluminum, 45'	EA		0.65		\$
715-514-150	Light Pole Complete- Special Design, F&I, Double Arm Wall Mount, Aluminum, 50'	EA		0.65		\$
715-515-115	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount-Aluminum, 15'	EA		0.65		\$
715-515-120	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount-Aluminum, 20' Mounting Height	EA		0.65		\$
715-515-125	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount-Aluminum, 25'	EA		0.65		\$
715-515-130	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount-Aluminum, 30'	EA		0.65		\$
715-515-135	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount-Aluminum, 35'	EA		0.65		\$
715-515-140	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount, Non-Std Aluminum, 40'	EA		0.65		\$
715-515-145	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount-Aluminum, 45'	EA		0.65		\$
715-515-150	Light Pole Complete- Special Design, F&I, Single Arm Bridge Mount-Aluminum, 50'	EA		0.65		\$
715-516-115	Light Pole Complete-Special Design, F&I, Pole Top Mount, Aluminum, 15'	EA		0.65		\$
715-516-120	Light Pole Complete-Special Design, F&I, Pole Top Mount, Aluminum, 20'	EA		0.65		\$
715-516-125	Light Pole Complete- Special Design, F&I, Pole Top Mount-Aluminum, 25'	EA		0.65		\$
715-516-130	Light Pole Complete- Special Design, F&I, Pole Top Mount-Aluminum, 30'	EA		0.65		\$

**SPECIAL PROVISIONS**  
**ALUMINUM ADJUSTMENT CALCULATION**

Estimate No.:			Status as of:	
Contractor:			Year/Month:	
Project Name:			BMPAA:	
Project No.:			CMPAA:	

Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
715-516-135	Light Pole Complete- Special Design, F&I, Pole Top Mount- Aluminum, 35'	EA		0.65		\$
715-516-140	Light Pole Complete- Special Design, F&I, Pole Top Mnt- Aluminum, 40'	EA		0.65		\$
715-516-145	Light Pole Complete- Special Design, F&I, Pole Top Mount, Aluminum, 45'	EA		0.65		\$
715-516-150	Light Pole Complete- Special Design, F&I, Pole Top Mount, Aluminum, 50'	EA		0.65		\$
715-517-110	Light Pole Complete- Special Design, F&I, Double Arm Bridge Mount, Aluminum, 10'	EA		0.65		\$
715-517-125	Light Pole Complete- Special Design, F&I, Double Arm Bridge Mount, Aluminum, 25'	EA		0.65		\$
715-517-135	Light Pole Complete- Special Design, F&I, Double Arm Bridge Mount, Aluminum, 35'	EA		0.65		\$
715-517-140	Light Pole Complete- Special Design, F&I, Double Arm Bridge Mount, Aluminum, 40'	EA		0.65		\$
715-517-145	Light Pole Complete- Special Design, F&I, Double Arm Bridge Mount, Aluminum, 45'	EA		0.65		\$
715-517-150	Light Pole Complete- Special Design, F&I, Double Arm Bridge Mount, Aluminum, 50'	EA		0.65		\$
715-518-115	Light Pole Comp- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 15'	EA		0.65		\$
715-518-120	Light Pole Comp- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 20'	EA		0.65		\$
715-518-125	Light Pole Comp- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 25'	EA		0.65		\$
715-518-130	Light Pole Comp- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 30'	EA		0.65		\$
715-518-135	Light Pole Comp- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 35'	EA		0.65		\$
715-518-140	Light Pole Comp- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 40'	EA		0.65		\$
715-518-145	Light Pole Complete- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 45'	EA		0.65		\$
715-518-150	Light Pole Comp- Special Design, F&I, Double Arm, Pole Top Mount, Aluminum, 50'	EA		0.65		\$
715-519-115	Light Pole Comp- Special Design, F&I, Triple Arm, Aluminum, 15'	EA		0.65		\$
715-536-115	Light Pole Complete-Special Design, Install Pole Top Mount, Aluminum, Non-Standard Designs, 15'	EA		0.65		\$
<b>total (factored material cost) \$</b>						
<b>Index % Difference</b>						
<b>Monthly Monetary Amount</b>						

**ALUMINUM:**

All bids for materials covered by the Proposal are to include required aluminum. No additional payment will be made for aluminum. The Department will adjust the bid unit price for aluminum, to reflect increases or decreases in the current material price adjustment aluminum (CMPAA) from that in effect during the month in which bids were received (BMPAA). A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the aluminum used in this proposal exceed 5% (See General Provision Section 9-2.1.5 "Aluminum").

<b>* Note:</b>	Adjustments will only be made on the line items listed above.
	<a href="https://www.fdot.gov/construction/material-price-adjustment">https://www.fdot.gov/construction/material-price-adjustment</a>
	This form shall be submitted on a monthly basis to the Engineer.

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, quantities represented by this

Signature		Printed Name		Date



**SPECIAL PROVISIONS**  
**PVC ADJUSTMENT CALCULATION**

Estimate No:			Status as of:	7/21/2022	
Contractor:			Year/Month:		
Project Name:			BMPAP:		
Project No.:			CMPAP:		

Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
630-2-11	Conduit, Furnish & Install, Open Trench	LF		0.27		\$
630-2-12	Conduit, Furnish & Install, Directional Bore	LF		0.27		\$
630-2-14	Conduit, Furnish & Install, Aboveground	LF		0.27		\$
630-2-15	Conduit, Furnish & Install, Bridge Mount	LF		0.27		\$
630-2-16	Conduit, Furnish & Install, Embedded Concrete Barriers and Traffic Railings	LF		0.27		\$
<b>Total (factored material cost)</b>						<b>\$</b>
<b>Index % Difference</b>						
<b>Monthly Monetary Amount</b>						

**PVC:**

All bids for materials covered by the Proposal are to include required PVC. No additional payment will be made for PVC. The Department will adjust the bid unit price for PVC, to reflect increases or decreases in the current material price adjustment PVC (CMPAP) from that in effect during the month in which bids were received (BMPAP). A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the PVC used in this proposal exceed 5% (See General Provision Section 9-2.1.5 "PVC").

<b>* Note:</b>	Adjustments will only be made on the line items listed above. <a href="https://www.fdot.gov/construction/material-price-adjustment">https://www.fdot.gov/construction/material-price-adjustment</a> This form shall be submitted on a monthly basis to the Engineer.
----------------	--

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, quantities represented by this Certification are true and correct.

Signature		Printed Name		Date

**SPECIAL PROVISIONS  
COPPER ADJUSTMENT CALCULATION**

Estimate No.:			Status as of: 7/21/2022
Contractor:			Year/Month:
Project Name:			BMPAC:
Project No.:			CMPAC:

Item Number	Item Description	Unit	Quantity	Factor	Bid Unit Price	Material Cost
639-2-1	Electrical Service Wire, Furnish & Install	LF		0.35		\$
632-7-1	Signal Cable- New or Reconstructed Intersection, Furnish & Install	PI		0.35		\$
715-1-11	Lighting Conductors, F&I, Insulated, No. 10 or <	LF		0.35		\$
715-1-12	Lighting Conductors, F&I, Insulated, No.8 - 6	LF		0.35		\$
715-1-13	Lighting Conductors, F&I, Insulated, No 4 to No 2	LF		0.35		\$
715-1-14	Lighting Conductors, F&I, Insulated, No 1 to No 0	LF		0.35		\$
715-1-15	Lighting Conductors, F&I, No.1/0 - 3/0 (0 to 000)	LF		0.35		\$
715-1-16	Lighting Conductors, F&I, No.4/0 (0000) or Larger	LF		0.35		\$
<b>Total (factored material cost) \$</b>						
<b>Index % Difference</b>						
<b>Monthly Monetary Amount</b>						

**COPPER:**

All bids for materials covered by the Proposal are to include required copper. No additional payment will be made for copper. The Department will adjust the bid unit price for copper, to reflect increases or decreases in the current material price adjustment copper (CMPAC) from that in effect during the month in which bids were received (BMPAC). A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the copper used in this proposal exceed 5% (See General Provision Section 9-2.1.5 "Copper").

<b>* Note:</b>	Adjustments will only be made on the line items listed above.
	<a href="https://www.fdot.gov/construction/material-price-adjustment">https://www.fdot.gov/construction/material-price-adjustment</a>
	This form shall be submitted on a monthly basis to the Engineer.

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, quantities represented by this

Signature		Printed Name
		Date

**RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION**

August 2, 2022  
Florida Roadway Guardrail & Signs  
Debra J. Ricci, President  
debra@floridaroadway.com

**QUESTIONS AND OR COMMENTS:**

1. Please provide monthly work orders with invoices for the last 3 years of current contract.

**RESPONSES:**

1. See attached Palm Beach County Project #2020052 Master Agreement Commodity Usage Report (Pages 1 – 41). For informational purposes only.
- 

August 11, 2022  
Florida Roadway Signs  
Debra Ricci  
debra@floridaroadway.com

**QUESTIONS AND OR COMMENTS:**

1. Please provide monthly work orders with invoices for the last 3 years of current contract.
2. There are several line items that are no longer available. How should we proceed?
3. There are some redundant line items (Ex. 14, 15 & 29, 30).

**RESPONSES:**

1. See response to first RFI above.
2. See updated pay item pages.
3. See updated pay item pages.





**RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION**

August 25, 2022  
Florida Roadway Guardrail & Signs  
Debra J. Ricci, President  
debra@floridaroadway.com

**QUESTIONS AND OR COMMENTS:**

1. Please provide monthly work orders with invoices for the last 3 years of current contract.

**RESPONSES:**

1. See attached Palm Beach County Project #2020052 Guardrail Orders & Invoices. For informational purposes only.



## TECHNICAL SPECIAL PROVISIONS

### I. SCOPE

The purpose and intent of this Contract is to obtain firm prices for furnishing and installing guardrail, removing and disposing of "old" guardrail, and/or resetting of existing guardrail.

Contractor shall provide all labor, materials, equipment and incidentals required to complete the work, in accordance with the plans and as specified by the Department on an as needed basis. All ancillary costs, including but not limited to, mobilization, demobilization, maintenance of traffic, NPDES compliance (if required) debris removal, debris disposal and final site cleanup, shall be considered incidental to each and every line item in the Bid Proposal. Work shall be authorized by issuance of a Work Order by the Department.

### II. GENERAL

- A. All guardrail furnished and/or installed shall be new and unused. In unusual cases, and with the approval of the Department, use of used materials may be authorized.
- B. Job sites will vary and may be at any location within Palm Beach County. Work shall be performed at designated sites within rights-of-way.
- C. The term guardrail, as used herein, includes all component parts for a complete installation.

### III. SCOPE OF WORK

- A. This Contract encompasses having the Contractor furnish and install the following:
  - 1. Straight beam, shop bent, and/or double face steel beam guardrail
  - 2. Rounded, buffer and/or flared end sections
  - 3. Types II, SKT-350 and SRT-350 anchorage assemblies
  - 4. Steel and treated timber posts
  - 5. Special steel posts with plates
  - 6. Encased guardrail steel posts and wood posts
  - 7. Heavy WF18 steel posts (with plates)
  - 8. Heavy WF18 steel posts (without plates)
  - 9. Special concrete blocks at bridges
  - 10. Double blocking (offset utility) blocks



## TECHNICAL SPECIAL PROVISIONS

11. Special end shoes (bridge attachment piece)
  12. Special safety pipe rail (for pedestrian safety)
- B. Guardrail (straight, shop bent and double face) shall be priced on a per linear foot basis for the nominal panel length of steel beam and include all component parts for a complete guardrail installation.
1. A per linear foot price shall be provided as follows:
    - a. 0" to 37'-6" of standard beam guardrail \*
    - b. 37'-7" to 62'-6" of standard beam guardrail \*
    - c. 62'-7" to 100' of standard beam guardrail
    - d. 100' to 500' of standard beam guardrail
    - e. Over 500' of standard beam guardrail

*\*Price on 37'-6" and 62'-6" shall include extra posts, as required, at bridges, etc.*
  2. Double face guardrail linear foot price shall include both beams and component parts.
- C. Special safety pipe rail shall be priced on a per linear foot basis.
- D. Removal and disposal of "old" guardrail (no installation involved) shall be priced on a per linear foot basis.
- E. Resetting of guardrail and/or installing of used guardrail shall be labor only and shall be priced on a linear foot basis.
- F. The following items shall be priced on an each basis:
1. Rounded, buffer and/or flared end sections
  2. Types II, SKT-350 and SRT-350 anchorage assemblies
  3. Steel and treated timber posts
  4. Special steel posts with plates
  5. Encased guardrail steel posts and wood posts
  6. Heavy WF18 steel posts (with plates)
  7. Heavy WF18 steel posts (without plates)



**TECHNICAL SPECIAL PROVISIONS**

8. Special concrete blocks
9. Double blocking (timber, offset utility) blocks
10. Special end shoes (bridge attachment piece)

**IV. RESPONSE TIME**

Contractor shall be required to furnish any and/or all of the services specified herein within seventy-two (72) hours after receiving notification to do so from the using department.

**V. MISCELLANEOUS**

- A. All special posts with plate assembly and gate hinges shall be galvanized per Florida Department of Transportation Specifications.
- B. Recycled Plastic Block shall be:
  1. Val-Safe Block by Valley Rubber, LLC
  2. Mondo Block (for wood and/or steel post) by Mondo Polymer Technology and King Block by Trinity Industries, Inc., or accepted equal
- C. Trinity Industries ET-plus system guardrails will not be allowed on Palm Beach County Projects.
- D. At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4' of the back of the guardrail post, the contractor shall utilize "steel posts" and "special safety pipe rail" (2" diameter) as shown in FDOT Index 400.
- E. The latest edition of FDOT Design Standards shall apply to all work.





**PALM BEACH COUNTY, FLORIDA**  
**STANDARD SPECIFICATIONS FOR ROAD AND**  
**BRIDGE CONSTRUCTION**

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated July 2021 shall be used as the basis for the Work.

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/july2021/7-21ebook.pdf?sfvrsn=9a1c9abf\\_8](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/july2021/7-21ebook.pdf?sfvrsn=9a1c9abf_8)

The Contractor agrees that the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2021 Edition, amended as follows by the General Provisions, but not otherwise changed, shall govern.



**PALM BEACH COUNTY, FLORIDA  
GENERAL PROVISIONS**

**DIVISION I  
GENERAL REQUIREMENTS AND COVENANTS**

**SECTION 1  
DEFINITIONS AND TERMS**

**1-3 Definitions**

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

**Department THE FOLLOWING IS SUBSTITUTED:**

The Palm Beach County Engineering & Public Works Department or The State of Florida Department of Transportation, as appropriate.

**Engineer THE FOLLOWING IS SUBSTITUTED:**

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

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

**ADD THE FOLLOWING DEFINITION:**

**Financial Project Identification Number** – *Project Number*

**ADD THE FOLLOWING DEFINITION:**

**Lot** - *The definition varies throughout the specification. The Engineer reserves the right to define the testing limits.*

**ADD THE FOLLOWING DEFINITION:**

**Approved Products List** - *Refers to FDOT's Approved Products List*

**END OF SECTION**

## GENERAL PROVISIONS

### SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

Refer to URL [http://www.fdot.gov/contracts/prequal\\_info/prequalified.shtm](http://www.fdot.gov/contracts/prequal_info/prequalified.shtm) for access to pre-qualified FDOT contractors for construction contracts.

2-1.2 If the Bidder is not FDOT certified in the category of GUARDRAIL, the Bidder shall provide with the Bid or within three (3) Business Days of the Department's request the following information regarding similar project(s) performed and completed by the Bidder within the past five years (Similar Projects Information):

**Similar Projects Information** *(complete the following for each similar project)*

Similar Project Experience	Name	
	Location	
	Total Construction Cost	
	Description	
Client/ Owner	Firm / Agency	
	Contact person	
	Phone number	
	Email	
Bidder's Role (prime/subcontractor):		
Portion of Project Completed by Bidder:		
Construction Cost of Portion of Project Completed by Bidder:		

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

- Supplemental listing of Similar Projects Completed by the Bidder
- FDOT Certification of Current Capacity and Status of Contracts On Hand (Form 525-010-46)
- Detailed information of financial resources of the Bidder

## GENERAL PROVISIONS

- Listing of equipment owned by the Bidder
- Key personnel resumes with a statement of their work category experience
- A list stating the types of work in which the Bidder can provide backup to show experience, expertise, and competence.
- The aggregate amount of work the Bidder currently has under contract
- Licensure information of the Bidder and personnel
- Any other pertinent information to assist in this qualification review

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

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

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

- (a) A bid on a contract to provide any goods or services to a public entity.
- (b) A bid on a contract with a public entity for the construction or repair of a public building or public Work.
- (c) Bids on leases of real property to a public entity.

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

## 2-2 Proposals

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

Obtain a Proposal under the conditions stipulated in the Advertisement for Bid. The Advertisement states the location and description of the Work to be performed; the estimate of the various quantities (if applicable); the items of work to be performed (if applicable); the Contract Time; the amount of Proposal Guaranty; and the date, time, and place of the opening of Proposals. The

## GENERAL PROVISIONS

Proposal Form will also include any Special Provisions or other requirements which vary from or are not contained in the Standard Specifications.

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

### ADD THE FOLLOWING SUB-ARTICLE:

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

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

- (a) Proposals can be made on the blank Proposal Form provided (Excel file). The blank spaces in the Proposal Form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items listed in the Proposal Form. It is the Bidder's responsibility to check and verify the accuracy of excel file formulas/extensions. Bidders are reminded that this is a unit price contract, and bid totals will be based on actual unit prices provided (see Section "e" below) regardless of extensions and totals shown.
- (b) Each Proposal Form shall specify a unit price, for each of the separate items, as called for.
- (c) Any Proposal which does not contain prices set opposite each of the items for which there is a blank space, or any Proposal which shall in any manner fail to conform to the conditions of the published notice will be cause for rejection.
- (d) Proposals must be signed in ink by an authorized officer of the firm with the signature in full, and name and title of the officer. Example:

John Doe Contracting Company  
By: John Doe, President

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

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

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

## GENERAL PROVISIONS

- (g) Anyone signing the Proposal as agent must submit the Proposal with legal evidence of its agent's authority to do so. Post office address, county and state, must be given after the signature.
- (h) Proposals that contain any omission, erasure, alteration, addition or item not called for in the Engineer's estimate, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the Bid.

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

Modifications to any Contract Documents will be posted at the following URL address:  
<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

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

### **2-2.3 Internet Bid Submittals DELETE IN ITS ENTIRETY**

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

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

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

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

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

#### **2-5.1 General DELETE AND INSERT THE FOLLOWING:**

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

#### **2-5.2 Internet Bid Submittals DELETE IN ITS ENTIRETY.**

## **GENERAL PROVISIONS**

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

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

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

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

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

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

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

#### **ADD THE FOLLOWING SUB ARTICLE AFTER 2-6**

##### **2-6.1 Unbalanced Bid Items**

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

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

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

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



## GENERAL PROVISIONS

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

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

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

### **2-8 Delivery of Proposals**

#### **2-8.1 Internet Bid Submittals DELETE IN ITS ENTIRETY**

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

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

**CONSTRUCTION OF: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT**

for which the Bidder submitted the Bid.

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

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

### **2-9 Withdrawal or Revision of Proposals**

#### **2-9.1 Internet Bid Submittals DELETE IN ITS ENTIRETY.**

## **GENERAL PROVISIONS**

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

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

### **END OF SECTION**

## **SECTION 3 AWARD AND EXECUTION OF CONTRACT**

### **3-2 Award of Contract**

#### **3-2.1 General DELETE AND INSERT THE FOLLOWING:**

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

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

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

### **Project Award**

The Department reserves the right to make multiple awards for this contract. In the event the Department exercises this right, award will be made to the lowest, responsive, responsible Bidders. Work will be issued to the Bidders at the Department's discretion.

### **3-5 Contract Bond Required**

#### **3-5.1 General Requirements for All Bonds DELETE AND INSERT THE FOLLOWING:**

Under no circumstances shall the Contractor begin Work until it has supplied the Department with a Contract Bond. Upon award, furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Department, and having the Department's approval. The Penal Sum of

## GENERAL PROVISIONS

the Contract Bond shall automatically increase as the Contract Amount increases; provided, however, that any increase of more than 20% from the initial Penal Sum, requires the Surety's written consent. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form.

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

### **3-5.1.1 Work Order For Less Than \$200,000**

For each Work Order in an amount less than \$200,000, furnish to the Department and maintain in effect throughout the duration of the Work Order, a Surety Bond in the amount of \$50,000, as security for faithful performance of Work Order(s) and for the payment of all persons performing labor and furnishing Materials in connection therewith. In the event that the amount of a proposed Work exceeds the amount of the Surety Bond, furnish additional Surety Bond, in increments of \$50,000, so that the total amount of the Surety Bond(s) exceeds the amount of all Work Orders.

### **3-5.1.2 Work Order For \$200,000 or More**

For each Work Order in the amount of \$200,000 or more, furnish to the Department and maintain in effect throughout the duration of the Work Order, an acceptable Surety Bond in an amount at least equal to the amount of the total Work Order, as security for faithful performance and for the payment of all persons performing labor, and furnishing Materials in connection therewith.

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

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

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

### **ADD THE FOLLOWING SUB-ARTICLE:**

#### **3-6.1 Recording of Contract Bond**

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

## **GENERAL PROVISIONS**

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

In the event that the Contractor fails to execute the Contract and to furnish an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within fourteen (14) Working Days of Intent to Award, the Department may cause the Contractor to forfeit the Proposal Guaranty to the Department not as a penalty but as liquidation of damages sustained. The Department may then award the Contract to the next lowest responsive, responsible Bidder, re-advertise, or accomplish the Work using alternate resources.

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

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

## **END OF SECTION**

## **SECTION 4 SCOPE OF THE WORK**

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

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

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

## **GENERAL PROVISIONS**

### **4-3 Alteration of Plans or of Character of Work**

#### **4-3.1 General DELETE AND INSERT THE FOLLOWING:**

The Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Contract Bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

#### **4-3.9 Cost Savings Initiative Proposal DELETE IN ITS ENTIRETY.**

#### **4-4 Unforeseeable Work DELETE AND INSERT THE FOLLOWING:**

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

### **END OF SECTION**

## **SECTION 5 CONTROL OF THE WORK**

### **5-1 Plans and Working Drawings**

#### **5-1.1 Contract Documents DELETE AND INSERT THE FOLLOWING:**

The Contractor will be furnished five (5) copies of the Plans and Specifications at the Pre-Construction Meeting. Additional copies may be purchased from the Department, at a total cost of \$30 per set of Plans and Contract Documents.

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

#### **5-1.4.5 Submittal Paths and Copies**

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

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

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

## GENERAL PROVISIONS

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

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

1. Proposal (i.e. pay items, Bid items)
  2. Special Provisions
  3. Technical Special Provisions
  4. Plans
  5. Standard Plans
  6. Design Standards
  7. Supplemental Specifications
  8. General Provisions
  9. Standard Specifications
- Computed dimensions govern over scaled dimensions.

### 5-7 Engineering and Layout

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

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

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

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

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

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

## GENERAL PROVISIONS

### 5-10-Inspections

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

Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the Engineer finds that all Work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, the Engineer will detail in writing the remedial Work required to achieve acceptance. The Contract Time shall be suspended to allow the Contractor time to complete the remedial Work in accordance with the following schedule; with the suspension commencing upon the date of the written notification by the Department:

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

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

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

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

### 5-12 Claims by Contractor

#### 5-12.2 Notice of Claim

##### 5-12.2.1 Claims for Extra Work DELETE IN ITS ENTIRETY

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

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

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

END OF SECTION

## **GENERAL PROVISIONS**

### **SECTION 6 CONTROL OF MATERIALS**

#### **6-1 Acceptance Criteria**

**ADD THE FOLLOWING SUB ARTICLE:**

##### **6-1.2.5**

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

- (a) All tests made that indicate failures to meet the design criteria shall be paid for by the Contractor.
- (b) All tests made that indicate passing of the design criteria and approved as such by the Engineer, shall be paid for by the Owner or Palm Beach County.

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

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

**ADD THE FOLLOWING SUB ARTICLE:**

##### **6-6 Warranty**

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

**END OF SECTION**

### **SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC**

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

#### **7-2 Permits and Licenses**

**7-2.1 General DELETE AND INSERT THE FOLLOWING:**



## GENERAL PROVISIONS

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

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion of the Work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the contractor.

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

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

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

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

### **7-11.3 Contractor's Use of Streets and Roads**

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

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

### **7-11.5 Utilities**

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

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

## GENERAL PROVISIONS

performed in accordance with each respective utility department's minimum engineering and construction standards.

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

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

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

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

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

### **7-12 Responsibility for Damages, Claims, etc.**

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

The Contractor shall protect, indemnify, defend, reimburse, save, and hold harmless the Department and all of its officers, agents, and employees from and against all suits, actions, claims, demands, liability, expense, loss, cost or causes of action of any kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of, because of, during, or due to the acts or omissions commission of the Contractor, its officers, agents, or employees or as a result of their performance of the terms of the Contract. In the performance of the Contract, neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents, or employees.

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

## GENERAL PROVISIONS

Unless otherwise noted herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Contractor.

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

#### **7-13.1 General**

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

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

##### **7-13.1.1 Commercial General Liability Insurance**

Furnish and maintain a standard Insurance Service Office (ISO) version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

##### **7-13.1.2 Business Automobile Liability Insurance**

Furnish and maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

## **GENERAL PROVISIONS**

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

Furnish and maintain Workers' Compensation Insurance and Employer's Liability, including Federal Act endorsement for U.S. Longshore and Harbor Workers' Compensation Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the Work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing Work in the Construction Industry, or proof of Workers' Compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

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

### **7-13.1.4 Additional Required Insurance**

Furnish and maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of Equipment for which each insurance coverage described below has been designed specifically to provide coverage for when Work involves.

#### **7-13.1.4.1 Railroad Protective Liability Insurance**

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

#### **7-13.1.4.2 Watercraft Liability Insurance**

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

## GENERAL PROVISIONS

### 7-13.1.4.3 Aircraft Liability Insurance

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

### 7-13.2 Utility Owners Protective Liability Insurance

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

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

### 7-13.3 Satisfying Limits Under an Umbrella Policy

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Department and any other applicable entities shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete Follow-Form basis without exceptions and stated as such on the Certificate of Insurance.

### 7-13.4 Additional Insured

The Contractor agrees to endorse the Department and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Workers' Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor

## GENERAL PROVISIONS

shall agree that the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

### **7-13.5 Additional Requirements**

#### **7-13.5.1 Waiver of Subrogation**

The Contractor agrees, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

#### **7-13.5.2 Right to Review & Adjust**

The Contractor shall agree, notwithstanding the foregoing, that the Department, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Department reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, the Department shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

#### **7-13.5.3 No Representation of Coverage Adequacy**

The coverages and limits identified in the table have been determined to protect primarily interests of the Department only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

#### **7-13.5.4 Certificate of Insurance**

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

In the event the Department is notified that a required insurance coverage will be cancelled or non-renewed during the period of this Contract, the Contractor shall furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the



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balance of the period of the Contract and any extension thereof is in effect. Contractor shall not continue to Work pursuant to this Contract unless all required insurance remains in effect.

The Department shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Department.

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

### 7-13.5.4.1 Additional Requirements for Certificates of Insurance

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers' Compensation and Business Auto Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall clearly indicate a notification requirement in the event of cancellation or non-renewal of coverage.
4. Evidence of renewal coverage or reinstatement of cancelled coverage must be provided in advance of any policy that may expire during the term of this Contract. Failure to provide such certificate shall result in automatic stoppage of the Work until such time as the renewal certificate is supplied.
5. Within forty-eight (48) hours of a request by the Department, and subsequently, prior to expiration of any of the required coverage throughout the term of this Contract, the Contractor shall deliver to the Department at the address below, unless otherwise directed by the Department, a signed Certificate(s) of Insurance, evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

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

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

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### **7-13.5.5 Deductibles, Coinsurance Penalties, & Self-Insured Retention**

The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

### **7-13.5.6 Subcontractor's Insurance**

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



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### 7-13.5.7 Insurance Coverage and Limit Table

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

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<b><u>COMMERCIAL GENERAL LIABILITY:</u></b>  Limit of Liability not less than:  Additional Insured endorsement required: General Aggregate Limit must apply Per Project	\$500,000 per occurrence  Yes	\$1,000,000 per occurrence  Yes
<b><u>COMPREHENSIVE AUTO LIABILITY:</u></b> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<b><u>WORKERS' COMPENSATION &amp; EMPLOYER'S LIABILITY:</u></b> Coverage not less than:  Employer's Liability Limits not less than:	Statutory  \$100,000/500,000/100,000	
<b><u>WATERCRAFT LIABILITY:</u></b> Limit of Liability not less than:  Additional Insured endorsement required:	\$1,000,000 per occurrence Yes	
<b><u>AIRCRAFT LIABILITY:</u></b> Limit of Liability not less than:  When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than:  Additional Insured endorsement required:	\$5,000,000 per occurrence  \$1,000,000 per passenger  Yes	
<b><u>RAILROAD PROTECTIVE LIABILITY:</u></b> Limit of Liability not less than:  Additional Insured endorsement required: General Aggregate Limit must apply Per Project	\$2,000,000 per occurrence \$6,000,000 aggregate  Yes	
<b><u>UTILITY OWNERS PROTECTIVE LIABILITY:</u></b> Limit of Liability not less than:  Additional Insured endorsement required:	\$1,000,000 per occurrence  Yes	

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

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

### **END OF SECTION**

## **SECTION 8 PROSECUTION AND PROGRESS**

### **8-3 Prosecution of Work**

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

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

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

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

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

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

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### **8-3.3 Beginning Work DELETE AND INSERT THE FOLLOWING:**

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

### **8-3.5 Preconstruction Conference DELETE AND INSERT THE FOLLOWING:**

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

### **8-6 Temporary Suspension of Contractor's Operations**

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

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

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

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

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

Unless the Contractor submits a written request to Work on a Holiday at least ten Calendar Days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not Work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday

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and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

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

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

### **8-7 Computation of Contract Time**

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

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

### **8-8 Failure of Contractor to Maintain Satisfactory Progress**

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

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

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

- (a) A Contractor may be declared delinquent because of unsatisfactory progress on a Contract with the Department, when the Contract Time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:
  - (1) The percentage of dollar value of completed Work with respect to the total amount of the Contract is within ten percentage points of the percentage of Contract Time elapsed.

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

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

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

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

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

- (c) The Contractor may appeal in writing to the Department for relief from disqualification status. The Department will act upon any appeal within thirty (30) Calendar Days after the filing thereof, and will promptly notify the appellant of the action taken.
- (d) A Contractor disqualified under the requirements of this Article will be removed from such status upon receipt of evidence from the Construction Coordination Division that his progress is no longer delinquent, provided the Contract Time has not elapsed.
- (e) The principal progress check period will occur monthly, upon the Department's receipt of the Contractor's monthly estimates. Postings will generally be completed by the first week of each month, and preliminary notices of delinquency will be sent to the Contractor immediately thereafter, and confirmed by certified mail.
- (f) No Contractor given such a preliminary notice of delinquency will be finally declared delinquent until a period of ten Calendar Days after the preliminary notice has elapsed. During this ten-day period, the Contractor may request and provide support for any extensions of time, or other considerations which would affect the delinquency.
- (g) Final notification of delinquency will be made and verified by certified mail after the expiration of this ten-day period, provided no extensions of time or other considerations are deemed proper by the County Engineer, and provided the delinquency status has not been corrected.

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

### 8-9 Default and Termination of Contract

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

The Department may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon such notice, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits on account thereof. As the sole right and remedy of Contractor, the Department shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
1. Immediately discontinue Work on the date and to the extent specified in the notice;
  2. Place no further orders or subcontracts for Materials, services, or facilities, other than may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
  3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Department of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to the Department those orders and subcontracts and revoke agreements specified in such notice;
  4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Department;
  5. The Contractor shall include in all subcontracts, Equipment leases and purchase order, a provision requiring the subcontractor, Equipment lessor or supplier, to consent to the assignment of their subcontract to the Department;
  6. Assist the Department, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Department under the Contract; and
  7. Complete performance of any work which is not terminated.
- B. Upon any such termination, the Department will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Contractor for Work completed in accordance



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with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph A.3. above.
3. The verifiable costs incurred pursuant to Subparagraph A.5. above.
4. Any other reasonable costs which can be verified to be incidental to such termination of Work.

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

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein.

The Department shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

### **8-10 Liquidated Damages for Failure to Complete the Work**

#### **8-10.2.1 Amounts Reasonable/No Penalty ADD THE FOLLOWING SUB-ARTICLE:**

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by Department as a result of Contractor's Delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

### **END OF SECTION**

## **SECTION 9 MEASUREMENT AND PAYMENT**

### **9-2 Scope of Payments**

#### **9-2.1.1 Fuels DELETE AND INSERT THE FOLLOWING:**

The estimated quantity for fuel requirements for diesel to cover the Work specified in the Contract is zero gallons and is based upon the pay item quantities listed on the Proposal. Price adjustments will be made only for the amount of diesel fuel estimated by the Department as required to complete the Contract. The requirement of fuel for each pay item is estimated by multiplying the Department's standard fuel factor for that pay item by the quantity of the pay item. Only for Contracts with an original Contract Time in excess of 120 calendar days, the Department will make

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price adjustments on each applicable progress estimate to reflect increases or decreases in the price of diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for fuel will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

Price adjustments will be based on the monthly bulk average price for diesel as derived by the Department. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for will be available on the Construction Office website before the 15<sup>th</sup> of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors are on a file maintained by the Department. Payment on progress estimates will be adjusted to reflect adjustments in the prices for diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$$A_i = F_i (P_i - 0.95 P_b) \text{ during a period of decreasing prices.}$$

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

When fuel prices have increased between month of bid and month of this progress estimate:

$$A_i = F_i (P_i - 1.05 P_b) \text{ during a period of increasing prices.}$$

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

Payment will be made on the current progress estimate to reflect the index difference at the time Work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable Work.



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Refer to the “Fuel Adjustment Calculation” table provided in the Special Provisions of the Contract Documents. Only those pay items listed on this table will be eligible for adjustment.

### **9-2.1.2 Bituminous Material DELETE AND INSERT THE FOLLOWING:**

Department will adjust the Bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Refer to the “Liquid Asphalt Calculation” table provided in the Special Provisions of the Contract Documents.

### **9-2.1.3 Steel Materials: Guardrail, Rebar and Prestressing Strand, Handrail, Structural Steel, Steel Sheetpiling, and Sign Structures and Mast Arms ADD THE FOLLOWING:**

Department will adjust the Bid unit price for steel to reflect increases or decreases in the Material Price Adjustment Steel (MPAS) from that in effect during the month in which bids were received.

Steel material adjustments will be made only when the current MPAS (CMPAS) varies by more than 5% of the MPAS prevailing in the month when bids were received (BMPAS), and then only on the portion that exceeds 5%.

The Department will determine the MPAS for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish steel materials to projects in the State of Florida.

The MPAS will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Refer to the “Steel Materials Adjustment Calculation” table provided in the Special Provisions of the Contract Documents. Only those pay items listed on this table will be eligible for adjustment.

### **9-2.1.4 Aluminum, PVC, and Copper ADD THE FOLLOWING:**



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Department will adjust the Bid unit price for aluminum, PVC, and copper to reflect increases or decreases in the Material Price Adjustment Aluminum (MPAA), Material Price Adjustment PVC (MPAP) and/or Material Price Adjustment Copper (MPAC) from that in effect during the month in which bids were received.

Aluminum, PVC, and copper adjustments will be made only when the current monthly material price index (IMP) for aluminum, PVC and/or copper varies by more than 5% of the price index prevailing in the month when bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will determine the IMP for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish aluminum, PVC, and copper material to projects in the State of Florida.

The IMP will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Refer to the “Aluminum Adjustment Calculation”, “PVC Adjustment Calculation” and “Copper Adjustment Calculation” tables provided in the Special Provisions of the Contract Documents. Only those pay items listed on these tables will be eligible for adjustment.

### 9-3 Compensation for Altered Quantities

#### 9-3.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

The Contractor is advised that all items may be increased, decreased or deleted from the Contract, as directed by the Engineer. Whenever change or combination of changes in the Plans results in total elimination or substitution of any item included in the original Contract quantities, no allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor’s attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. The unit prices for the items of Work shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of Work.

Should the Contractor feel that the cost for any item of Work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that Work in some other applicable Bid item, so that his Proposal for the project does reflect his total price for completing the Work in its entirety.

#### 9-3.2.1 Error in Plan Quantity DELETE IN ITS ENTIRETY .

### 9-5 Partial Payments

#### 9-5.1 General DELETE AND INSERT THE FOLLOWING:



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The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. Except as specified herein, the amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2.5% of Contract amount at the discretion of the Engineer when the total amount of partial payments exceeds 95% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 5% of the monthly estimates until the Work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

For contracts in which the amount for landscaping items constitute 50% or more of the original Contract amount, 5% of the value of Work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the Work; whichever occurs last.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

### **9-5.5 Partial Payments for Delivery of Certain Materials**

#### **9-5.5.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

#### **9-5.5.2 Partial Payment Amounts DELETE AND INSERT THE FOLLOWING:**

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

- (1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the Bid price for the item. Partial payments for all other items will not exceed 75% of the Bid price of the item in which the material is to be used.
- (2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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### **9-9 Interest Due on Delayed Payments DELETE IN ITS ENTIRETY**

### **9-11 Change Order Approvals ADD THE FOLLOWING ARTICLE:**

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the Work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as Bid.

### **END OF SECTION**

## **SECTION 102 MAINTENANCE OF TRAFFIC**

### **102-1 Description ADD THE FOLLOWING AT THE END OF THIS ARTICLE:**

All existing signs are the property of the Department. The Contractor shall stockpile the above mentioned signs and contact Traffic Operations (sign supervisor) at 233-3900 for pick-up. Signs must be kept in good condition or be responsible for reimbursement to Palm Beach County Traffic Division.

This section shall be governed by the following standards:

1. Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction"
2. "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD)
3. Florida Department of Transportation "Design Standards"
4. Florida Department of Transportation "Plans Preparation Manual"
5. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

In addition to the above Specifications, the following shall also apply:

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### Barricades, Lights and Cones

1. All barricades shall be maintained daily.
2. All Type III barricades shall have one Type A flashing light on each barricade. When extremely hazardous conditions exist, two Type B flashing lights shall be used. Extremely hazardous conditions shall be determined by Palm Beach County Engineering Traffic Division. Drums, Type II barricades and barrier walls shall have one Type C steady burning light.

### Flag Person and Vests

1. The flagger shall be trained in the proper manner as set forth in the MUTCD and certified as per Section 102 FDOT Specifications for Road and Bridge Construction. Each flagger shall have a certification card with them when flagging. Certification cards shall have the flagger's name, date of certification and expiration date.
  - If the person flagging traffic does not have the Certification, or the name is not on the list of approved flaggers, the flagger shall be replaced immediately with a certified flagger. There will be no lane closure until that time.
  - At the pre-construction meeting, the contractor may submit a list of certified flaggers. This list must include the same information as the flagger(s)' certification card(s).
2. All construction personnel shall wear a retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations when working within the Right-of-Way (Class 2 or 3 per MUTCD).
  - A. Ensure that these vest/garments be worn whenever workers are within the Right-of-Way. Workers operating machinery or Equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets.
  - B. Require Contractor personnel to wear retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations.
  - C. Replace faded vest/garments, as determined by the Inspector.

### Flashing Arrow Boards

1. Flashing arrow boards shall be used on any four (4) lane or larger Roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Traffic Engineering Department. Flashing arrow boards shall conform with Section 6F-56 MUTCD /Type B or C only. Solar arrow boards shall be used.

### Traffic Signals

## GENERAL PROVISIONS

1. A minimum of seventy-two hours notice must be given to Traffic Division (684-4030) prior to Work requiring the realigning of traffic signals.
2. The Department will charge for traffic signals to be realigned to accommodate MOT.
3. No material shall be disturbed within 6' of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' as shown in Figure 1 in the General Provisions unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations at (561) 233-3900, 24 hours in advance of any excavation. Failure to comply with the above shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid 30 days from date of invoice or the following pay estimate will be withheld until payment is made or the cost may be deducted from the pay estimate.
4. Line locates will be given. However, a twenty-four hours' notice must be given. If new traffic poles are to be installed it shall be the contractor's responsibility to provide final stabilized grade within 4"-6" along with Right-of-Way locations at the intersection.

The contractor shall have a 2-hour window for their change-over that is 1 hour before and one hour after the scheduled change-over time. After that the contractor shall be responsible for all cost incurred for the Delay.

### 102-1.1 General

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.
2. All Highway Equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the Equipment is operating.
3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 7:00 P.M. left turn and through lanes shall not be blocked without permission from the Traffic Engineer.
4. Any manholes/valves in the travel way shall have 50" width of asphalt extending from the edge for every 1" inch of height.

### Pedestrians

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.
  - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.



## GENERAL PROVISIONS

2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.
3. Pedestrian detours are not to exceed 300 feet from the closure to a signalized or Palm Beach County approved alternative crossing location. The Contractor is to provide a safe and reasonable alternate route including pedestrian detours, diversions and flaggers to assist pedestrians around the work area when applicable.
4. Sidewalks within school zones/areas shall be maintained during morning start and afternoon dismissal times unless otherwise approved by the Engineer. Otherwise, direct detours shall be provided such that students will not be diverted for more than 100 feet. Temporary guarded crossings provided by the Contractor shall be utilized when needed.

### **102-3.2 Worksite Traffic Supervisor ADD THE FOLLOWING AT THE END OF THIS ARTICLE:**

Certification must be through American Traffic Safety Services Association (ATSSA) or FDOT approved Advanced Maintenance of Traffic course certification.

### **102-4 Temporary Traffic Control Plan. (TTCP) DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:**

The Temporary Traffic Control Plan (TTCP) for traffic control around or through work sites should be developed with safety receiving a high priority. The TTCP should include protection at work sites when Work is in progress and when operations have been halted (such as during the night) or from the time Work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

The temporary traffic control plan shall include the following:

TTCP to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association or FDOT approved Advanced Maintenance of Traffic course or a Professional Engineer.

1. A copy of the signer's certification, contractor's name, and 24 hour phone number of the work site traffic supervisor shall be on the TTCP.
2. The TTCP shall include: north arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; Retro-reflective Pavement Markers (RPM); pavement markings; school zones; crosswalks; Palm Tran bus stop and railroad crossings.
3. Plans may be drawn to scale; however, dimensions shall be shown. Plans that are not drawn to scale must be drawn proportionately and include all areas that will be within the

## GENERAL PROVISIONS

temporary traffic control including signalized and unsignalized intersections. Plans must be legible, easily read and include all lane usage and current geometrics.

4. Variable Message Sign (VMS) and the messages.
  - a. Road Closures – VMS boards shall be installed 10 days prior to Work beginning until 10 days after Work completion. If the Road closer is on a thoroughfare Road then the VMS board shall be installed for the entire Contract Time.
  - b. Traffic Shifts – VMS boards shall be installed 7 Working Days prior to Work until 7 Working Days after Work completion.
5. Location and geometry for transitions, detours, and diversions (includes buffer space and taper length).
6. No change-overs are allowed on Monday or Friday, the day before a Holiday or during AM or PM peak traffic, and are discouraged at signalized intersections.
7. All Plans shall be submitted through the Palm Beach County Construction Coordination Division.
8. Lane closures in front of schools shall avoid disruption to school traffic during school arrival and dismissal times.
9. The Contractor shall comply with the current MUTCD and FDOT Standard Plan Index 102 series and Palm Beach County Standards for all MOT.
10. The Contractor shall provide MOT for each phase of construction within 60 days of phase implementation.
11. Supporting calculations shall be provided for all proposed horizontal curves.

The TTCP approval is as follows:

- A. 1 to 14 days for most Plans
- B. 14 days when a signal or flasher is involved
- C. 15 days for a traffic switch or for Road closures

Time may vary based on the complexity of the TTCP Consideration should be given to these time frames when scheduling the Work.

Palm Beach County Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

## GENERAL PROVISIONS

The TTCP is good for 60 days. If the TTCP has not been implemented by then, a new approval will be required.

TTCP must have dates and times of operation requested.

In no case may the contractor begin Work until the TTCP has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a prorated basis or \$1,000.00 per day, whichever is higher.

Cost for Temporary Traffic Control Plans shall be made on a Lump Sum basis, and shall include all the above requirements.

Cost for Temporary Traffic Control Plans shall be included in Maintenance of Traffic items and shall include all of the above requirements.

### **102-5.4 Crossings and Intersections DELETE AND INSERT THE FOLLOWING:**

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any Road or Street unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side Street movements for the duration of the Contract. (See 102-7.1)

### **102-5.7 Flagger DELETE AND INSERT THE FOLLOWING:**

Provide trained flaggers in accordance with FDOT and MUTCD requirements.

### **102-6.2 Construction DELETE AND INSERT THE FOLLOWING:**

Plan, construct, and maintain detours for the safe passage of traffic (both vehicular and pedestrian) in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.

### **102-6.6 Operation of Existing Movable Bridges DELETE IN ITS ENTIRETY**

### **102-7 Traffic Control Officer DELETE AND INSERT THE FOLLOWING:**

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone, when the following types of Work are necessary on projects:

## GENERAL PROVISIONS

1. Traffic control in a signalized intersection when signals are overridden.
2. When Standard Index No. 102-619 is used on Interstate at nighttime and required by the Plans.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Department.
4. During the night time milling or paving, if the lane adjacent to the Work area is open to traffic, the Traffic Control Officer shall be present with flashing lights, operating on their vehicle.
5. As required by the Engineer.
6. Provide uniformed laws enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans. The Contractor shall make a request for the use of this item in writing to Construction Coordination Division. The request will be reviewed and responded to in writing. The Contractor shall supply a breakdown of police activity for every 4 hour period.

### **ADD THE FOLLOWING SUBARTICLE:**

#### **102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (Non-MOT)**

Furnish VMS board in accordance with 102-9.12, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the TTCP.

#### **102-9.14 Radar Speed Display Unit (RSDU) DELETE IN ITS ENTIRETY**

#### **102-9.15 Temporary Signalization and Maintenance DELETE IN ITS ENTIRETY**

#### **102-9.16 Temporary Traffic Detection and Maintenance DELETE IN ITS ENTIRETY**

#### **102-10 Work Zone Pavement Marking DELETE AND INSERT THE FOLLOWING:**

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.
2. Temporary RPM's shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing R.P.M.'s shall be replaced on a daily basis. The RPM's shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. RPM's shall be bonded to the pavement or concrete with epoxy, alkyl thermoplastic or bituminous adhesive.

## GENERAL PROVISIONS

3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, or paint meeting both State and Department Specifications.
4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typical in the General Provisions.
5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for Roadways with severe curvature, or as directed by the Department.
6. All painted lines shall conform to size and color requirements of the MUTCD, Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6 ¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectivity falls below 150 mini-candles. A normal width line is 6" paint or tape.
7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.
8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.
9. It shall be the contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.
10. The last temporary pavement markings for the project's final condition shall be incidental to the Maintenance of Traffic item. They shall be placed in the location of the future permanent pavement markings.

**102-10.1 Description DELETE THE LAST PARAGRAPH IN ITS ENTIRETY**

**102-10.2 Painted Pavement Markings DELETE IN ITS ENTIRETY**

**102-10.3 Removable Tape DELETE IN ITS ENTIRETY**

**102-10.3.1 General DELETE IN ITS ENTIRETY**

**102-10.3.2 Application DELETE IN ITS ENTIRETY**

**102-10.3.3 Retro-reflectivity DELETE IN ITS ENTIRETY**

## **GENERAL PROVISIONS**

### **102-10.3.4 Removability DELETE IN ITS ENTIRETY**

### **102-10.4 Temporary Raised Pavement Markers DELETE AND INSERT THE FOLLOWING:**

Apply all markers in accordance with Palm Beach County Typical T-P-21, or as otherwise revised.

### **102-11 Method of Measurement**

#### **102-11.1 General DELETE AND INSERT THE FOLLOWING:**

Devices installed/used on the project on any Calendar Day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (TTCP).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the pay item: MOT, on a Lump Sum basis.

#### **ADD THE FOLLOWING SUBARTICLE:**

##### **102-11.2.1 Traffic Control Officers (Non-MOT)**

The quantity to be paid for will be at a unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for those traffic control officers not incidental to the TTCP requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (Non-MOT) per hour.

### **102-11.3 Special Detours DELETE IN ITS ENTIRETY**

#### **ADD THE FOLLOWING SUBARTICLE:**

##### **102-11.15.1 Changeable (Variable) Message Sign (NON-MOT)**

The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the TTCP.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (Non-MOT) per each per day.

### **102-11.18 Temporary Signalization and Maintenance DELETE IN ITS ENTIRETY**

### **102-11.19 Temporary Traffic Detection and Maintenance DELETE IN ITS ENTIRETY**

## **GENERAL PROVISIONS**

### **102-11.20 Work Zone Pavement Markings DELETE AND INSERT THE FOLLOWING:**

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to MOT, Lump Sum.

### **102-12.1 Submittal Instructions DELETE IN ITS ENTIRETY**

### **102-12.2 Contractor's Certification of Quantities DELETE AND INSERT THE FOLLOWING:**

When requested by the Department, Contractor shall submit a certification of the material used.

Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

### **102-13 Basis of Payment**

### **102-13.1 Maintenance of Traffic (General Work) DELETE AND INSERT THE FOLLOWING:**

When an item of Work is included in the Proposal, price and payment will be full compensation for all Work and costs specified under this Section except as may be specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include all items required to implement the approved Temporary Traffic Control Plans (TTCP).

Unless otherwise specified, all devices / items specified in 102-13 shall be incidental to the pay item: MOT, on a Lump Sum basis.

### **INSERT THE FOLLOWING SUBARTICLE:**

#### **102-13.2.1 Traffic Control Officers (Non-MOT)**

Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the TTCP.

### **102-13.3 Special Detours DELETE IN ITS ENTIRETY**

### **INSERT THE FOLLOWING SUBARTICLE:**

#### **102-13.15.1 Changeable (Variable) Message Sign (NON-MOT)**

## GENERAL PROVISIONS

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs when directed by the Engineer and not a requirement of the TTCP.

**102-13.20 Temporary Raised Rumble Strips DELETE IN ITS ENTIRETY**

**102-13.21 Temporary Lane Separator DELETE IN ITS ENTIRETY**

**102-13.22 Temporary Signals for Lane Closures DELETE IN ITS ENTIRETY**

**102-13.23 Temporary Highway Lighting DELETE IN ITS ENTIRETY**

**102-13.24 Pedestrian or Bicycle Special Detours DELETE IN ITS ENTIRETY**

**102-13.25 Type III Barricades DELETE IN ITS ENTIRETY**

**102-13.26 Payment Items DELETE AND INSERT THE FOLLOWING:**

Payment will be made under:

Item No. 102- 1- Maintenance of Traffic - lump sum.

Item No. 102- 14-1 Traffic Control Officers (Non-MOT) - per hour.

Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

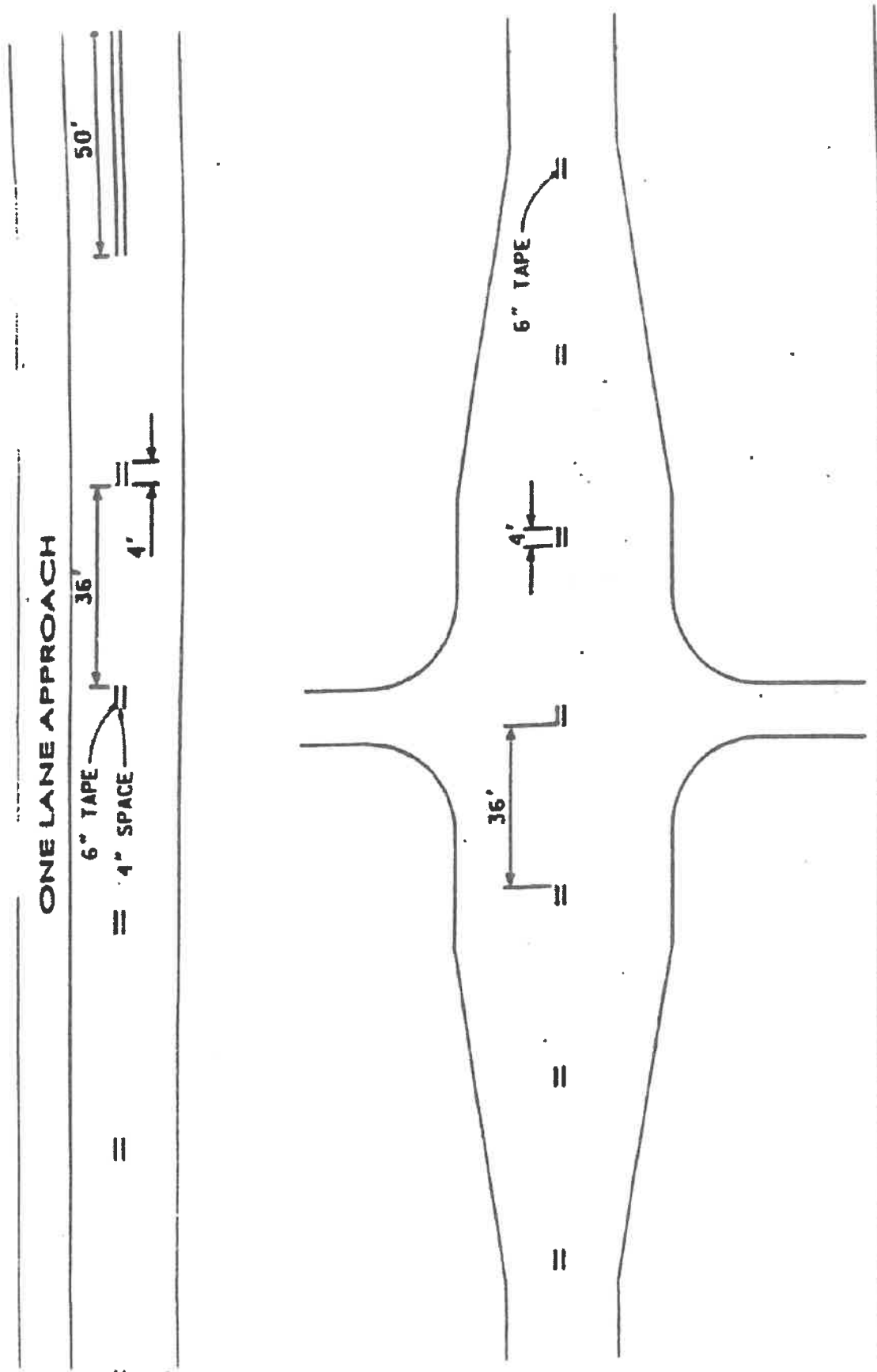
**105-1.2.3 Notification of Placing Order DELETE AND INSERT THE FOLLOWING:**

Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify the Engineer prior to placing orders for materials.

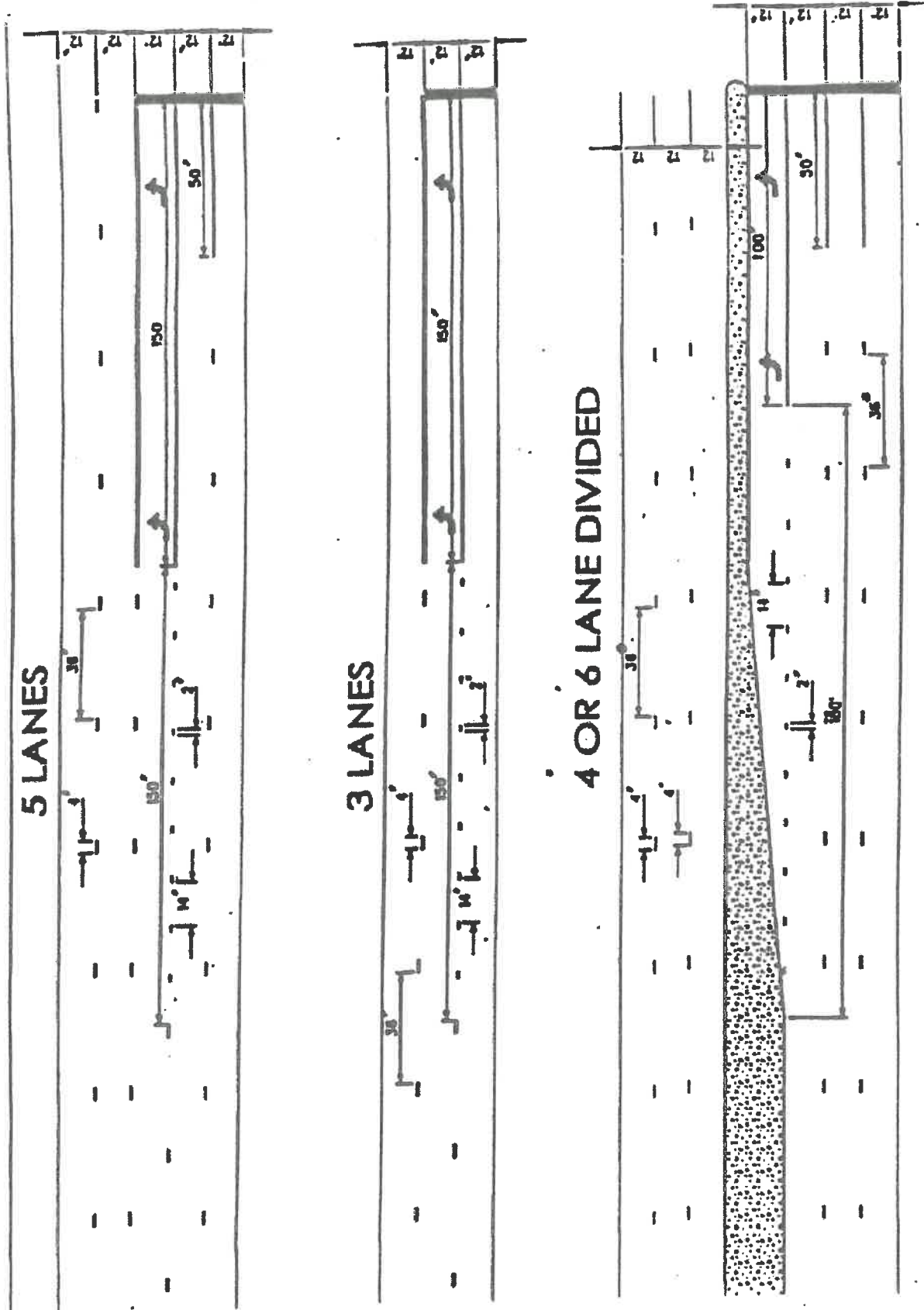
Submit to the Engineer a fabrication schedule for all items requiring commercial inspection at least 30 days before beginning fabrication. Items requiring commercial inspection will be identified in the Plans, Proposal, Special Provisions, Supplemental Specifications, or Technical Special Provisions of the Contract Documents. These items can include steel bridge components, moveable bridge components, pedestrian bridges, castings, forgings structures erected either partially or completely over the travelled roadway or mounted on bridges as overhead traffic signs (some of these may be further classified as cantilevered, overhead trusses, or monotubes) or any other item identified as an item requiring commercial inspection in the Contract Documents.



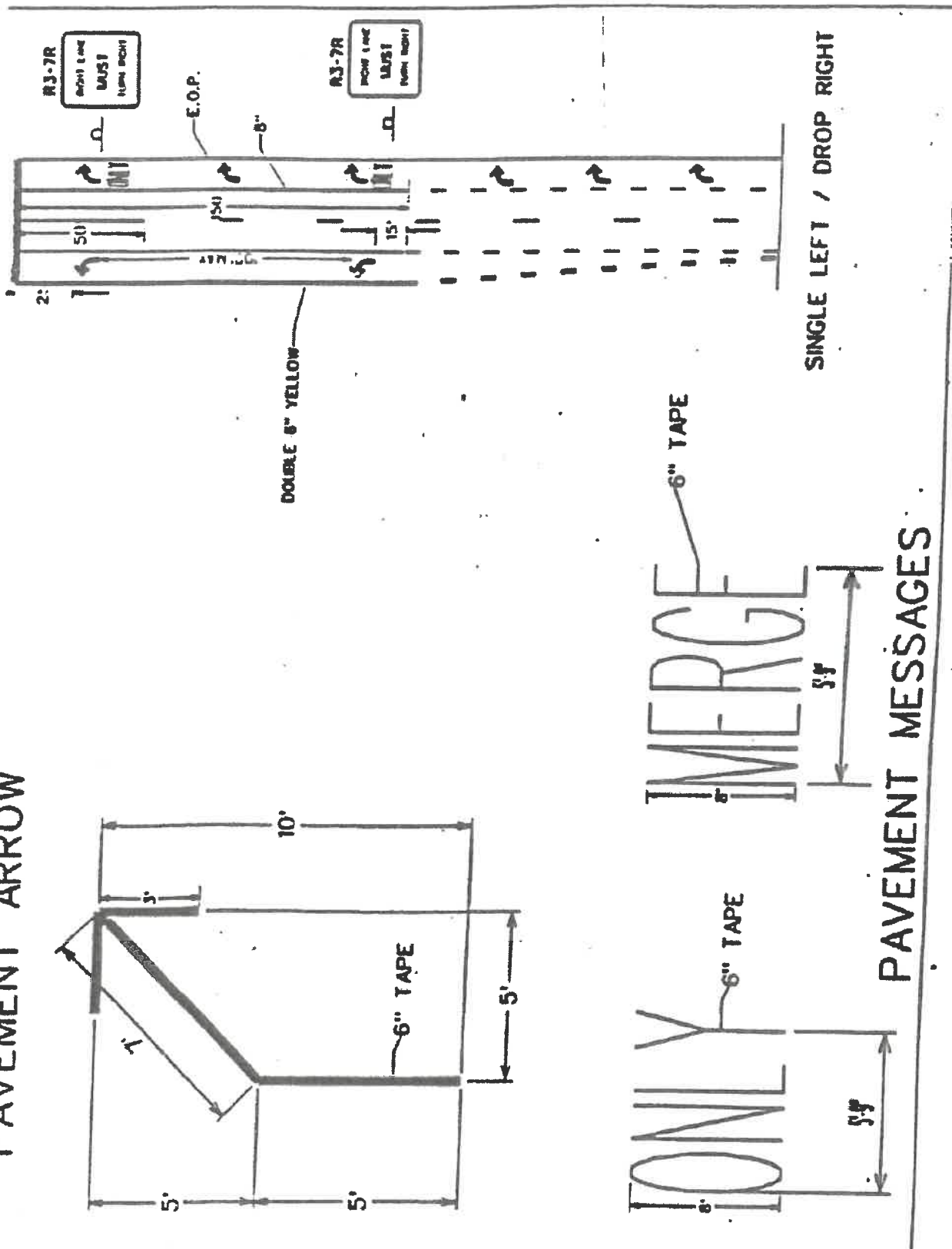
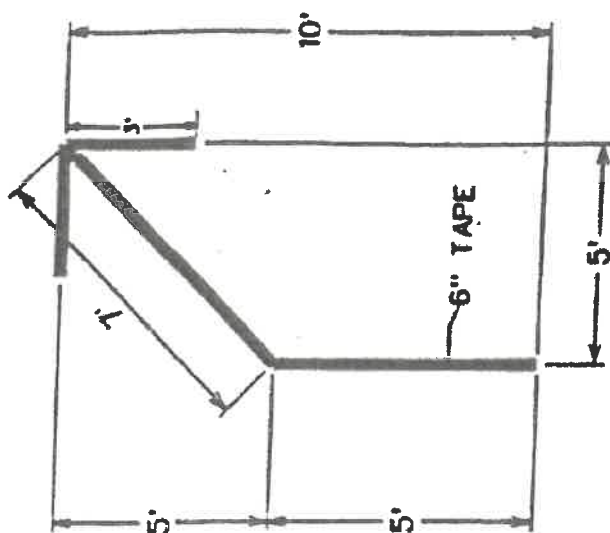
# GENERAL PROVISIONS



# GENERAL PROVISIONS

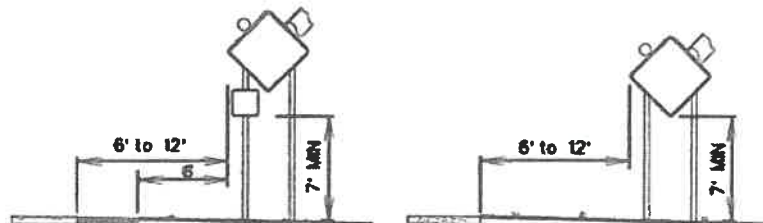


PAVEMENT ARROW



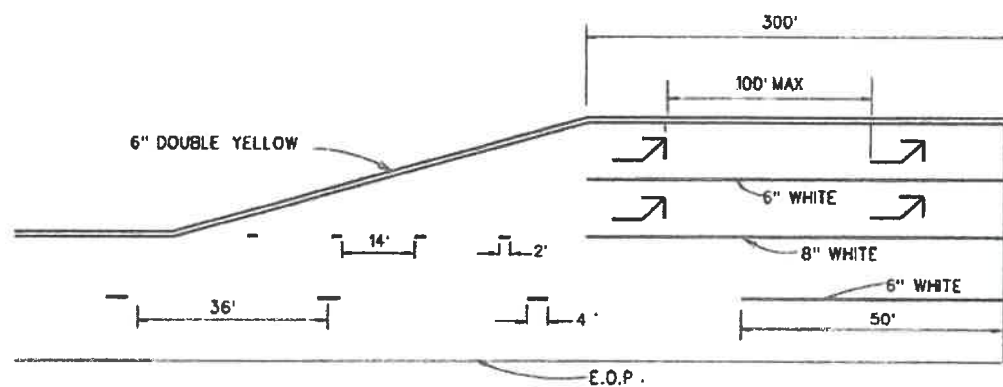
## GENERAL PROVISIONS

### SIGNING FOR LONG TERM STATIONARY PROJECTS



- 1.) If a separator is to be signed it shall be a minimum of 6 feet wide. The signs shall be erected in such a way that they also conform with the 7 foot minimum.
- 2.) Other types of operation may be able to use the standard tri-pod or FDOT approved portable traffic control device as long as there is a minimum of 1 foot from the bottom of the sign to the ground.

### DUAL LEFTS



# GENERAL PROVISIONS

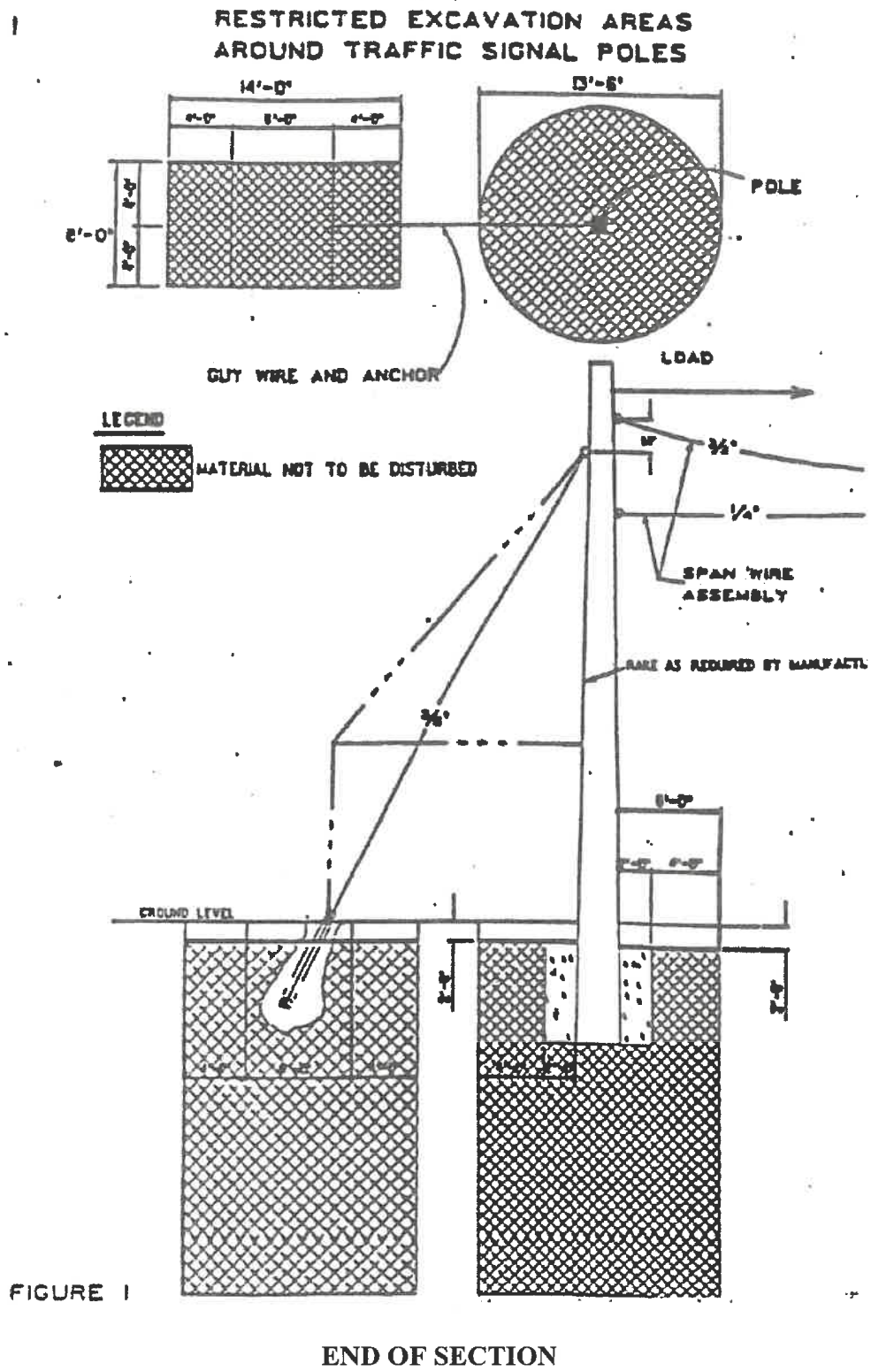


FIGURE 1

## GENERAL PROVISIONS

### SECTION 300 PRIME AND TACK COATS

#### **300-2.3 Tack Coat DELETE AND SUBSTITUTE THE FOLLOWING:**

Unless the Contract Documents call for a specific type or grade of tack coat, use RA-500 meeting the requirements of 916-2, heated to a temperature of 250 to 300°F or undiluted Emulsified Asphalt Grades RS-1h, RS-2, CRS-1h, or NTSS-1hm meeting the requirements of 916-4. Heat RS-1h, RS-2, CRS-1h and NTSS-1hm to a temperature of 150 to 180°F. The Contractor may use RS-1h modified to include up to 3% naphtha to improve handling of the material during the winter months or at any other time, as approved by the Engineer.

For night paving, use RA-500 tack coat. The Engineer may approve RS-1h, RS-2, CRS-1h, or NTSS-1hm for night paving if the Contractor demonstrates, at the time of use, that the emulsion will break to allow paving in a timely manner and not affect the progress of the paving operation.

#### **300-9 Method of Measurement DELETE AND SUBSTITUTE THE FOLLOWING:**

No separate measurement shall be made for prime coat and tack coat material.

#### **300-10 Basis of Payment DELETE AND SUBSTITUTE THE FOLLOWING:**

No separate payment will be made for prime coat and tack coat material but the cost of same, including heating, hauling and applying (including sand or screening covering where required), shall be included in the Contract unit price per square yard for base or pavement courses, respectfully.

There is no direct payment for the Work specified in this Section, it is incidental to, and is to be included in the other items of related Work.

### END OF SECTION

### SECTION 330A HOT BITUMINOUS MIXTURES – GENERAL CONSTRUCTION REQUIREMENTS

#### **SECTION 330A IS ADDED TO THIS SPECIFICATION**

##### **330A-1 Description**

This Section specifies the general construction requirements for all plant-mixed hot bituminous pavements and bases. (More specific requirements pertaining to hot bituminous base and base widening construction are contained in Section 280.) This Section also includes the method of determination of the thickness of pavement to be paid for, when payment is on a square yard basis.

## GENERAL PROVISIONS

### 330A-2 Substitution of Types of Hot Bituminous Mixtures

Except for Asphaltic Concrete Friction Courses and other wearing surfaces, the Contractor will be allowed the option of substituting certain types of hot bituminous mixtures as follows:

- (1) Type S-I Asphaltic Concrete may be substituted for any other type of mixture where the rate of application is specified to be not less than 75 lbs. per square yard.
- (2) Type III Asphaltic Concrete may be substituted for Type n Asphaltic Concrete or Sand-Asphalt Hot Mix and Type II Asphaltic Concrete may be substituted for Sand-Asphalt Hot Mix.

In each case, the stability of the substituted mixture shall be at least as high as that of the mixture specified, and any substitution made shall be at no additional cost to the Department over that which would have accrued had the specified mixture been used.

### 330A-3 Limitations of Operations

#### 330A-3.1 Weather Limitations

Plant operations shall not begin unless all weather conditions are suitable for the laying operations.

#### 330A-3.2 Limitations of Laying Operations

##### 330A-3.2.1 General

The mixture shall be spread only when the surface, upon which it is to be laid, has been previously prepared, is intact, firm and properly cured, and is dry. Unless otherwise approved by the Engineer, no mixture shall be spread that cannot be finished and compacted during daylight hours. Friction course shall not be placed until the adjacent shoulder area has been dressed and grassed.

##### 330A-3.2.2 Temperature

The mixture shall be spread only when the air temperature (the temperature in the shade away from artificial heat) is 40°F and above for layers greater than one inch (100 lbs. per square yard) in thickness and 45°F and above for layers one inch (100 lbs. per square yard) or less in thickness (this includes leveling courses). No mixture shall be placed when there is evidence that the base is frozen.

##### 330A-3.2.3 Wind

The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved, to the extent that the bond between layers will be diminished.





## GENERAL PROVISIONS

### 330A-4 Preparation of Asphalt Cement

The asphalt cement shall be delivered to the asphalt plant at a temperature not to exceed 350 degrees F and the transport tanks shall be equipped with sampling and temperature sensing devices meeting the requirements of 300-3.2 and 300-3.3, respectively. The asphalt cement in storage shall be maintained within a range of 230 degrees F to 350 degrees F in advance of mixing operations. Heating within these limits shall be constant and wide fluctuations of temperature during a day's production will not be permitted.

### 330A-5 Preparation of Aggregates

#### 330A-5.1 Stockpiles

Each aggregate component shall be placed in an individual stockpile, which shall be separated from the adjacent stockpiles, either by space or by a system of bulkheads. The intermingling of different Materials in stockpiles shall be prevented at all times. Each stockpile, including RAP, shall be identified as shown on the Department Mix Designs.

#### 330A-5.2 Prevention of Segregation

Stockpiles shall be formed and maintained in a manner that will prevent segregation. If a stockpile is determined to have excessive segregation, the Engineer will disapprove the material for use on the project until the appropriate action has been taken to correct the problem.

#### 330A-5.3 Blending of Aggregates

Blending or proportioning from railroad cars will not be permitted. All aggregates shall be stockpiled prior to blending or placing in the cold hoppers. All aggregates to be blended or proportioned shall be placed in separate bins at the cold hopper and proportioned by means of securely positioned calibrated gates or other approved devices.

#### 330A-5.4 Cold Bins

##### 330A-5.4.1 Adequacy of Bins

The separate bin compartments of the cold aggregate feeder shall be so constructed as to prevent any spilling or leakage of aggregate from one bin to another. Each bin compartment shall be of such capacity and design as to permit a uniform flow of aggregates. All the bin compartments shall be mounted over a feeder of uniform speed, which shall deliver the specified proportions of the separate aggregates to the drier at all times. If necessary, the bins shall be equipped with vibrators to insure a uniform flow of the aggregates at all times.

##### 330A-5.4.2 Gates

Each bin compartment shall be provided with a gate which is adjustable in a vertical direction. The gate shall be so designed that it can be held securely at any specified vertical opening. The



## GENERAL PROVISIONS

gates shall be equipped with a measuring device for measuring the vertical opening of the gates from a horizontal plane level with the bottom of the feeder.

### 330A-5.5 Mineral Filler

If mineral filler is required in the mix, it shall be fed or weighed-in separately from the other aggregates.

### 330A-5.6 Heating and Drying

The aggregates shall be heated and dried before screening. The temperature of the aggregates shall be so controlled that the temperature of the completed mixture at the plant will fall within the permissible range allowed by these Specifications.

### 330A-5.7 Screening Unit

#### 330A-5.7.1 Oversize Aggregate

Any oversized pieces of aggregate shall be removed by the use of a scalping screen. This oversized material shall not be returned to the stockpile for reuse unless it has been crushed and reprocessed into sizes that will pass the scalping screen.

#### 330A-5.7.2 Screening

Unless otherwise permitted by the Engineer, the quantity of aggregates being discharged onto the screens shall not be in excess of the capacity of the screens to actually separate the aggregates into the required sizes. A maximum of ten percent plus-ten material will be permitted in the minus-ten bin. The maximum amount of minus-ten material allowed in the plus-ten bins will be determined by the Engineer, in accordance with its effect on the uniformity of the mix.

### 330A-5.8 Mixing Different Materials

Unless written permission is obtained, coarse aggregates of different types shall not be mixed; nor shall coarse aggregates of different types be used alternately in sections less than one mile in length.

## 330A-6 Preparation of the Mixture

### 330A-6.1 Batch Mixing

#### 330A-6.1.1 Aggregates

The dried aggregates and mineral filler (if required), prepared in the manner previously described, and combined in batches to meet the job mix formula by weighing each separate bin size, shall be conveyed to the empty mixer.

## GENERAL PROVISIONS

### 330A-6.1.2 Bitumen

The hot asphalt cement, accurately measured, shall be introduced into the mixer simultaneously with, or after, the hot aggregates. Mixing shall continue until the mixture is thoroughly uniform, with all particles fully coated.

### 330A-6.1.3 Mixing Time

The mixing time shall begin when the measuring devices for both the asphalt and the aggregates indicate that all the material is in the mixer, and shall continue until the material begins to leave the mixing unit. The mixing time will vary in relation to the nature of the aggregates and the capacity of the mixer and shall be as designated by the Engineer but in no case shall it be less than 35 seconds.

### 330A-6.2 Continuous Mixing

The dried aggregates and mineral filler (if required), prepared as specified and proportioned to meet the job mix formula by volumetric measurements, shall be introduced into the mixer in synchronization with the accurate, feeding of the hot asphalt cement. The rate of flow of material to the pugmill shall be such that the maintained depth of the mix will not exceed the tips of the paddles when in the upright position. Mixing shall be sufficient to produce a thoroughly and uniformly coated mixture.

### 330A-6.3 Mixing Temperature

The ingredients of the mix shall be heated and combined in such a manner as to produce a mixture, which shall be at a temperature, when discharged from the pugmill or surge bin, within the range of 230°F to 310°F and within the tolerance shown in Table 330AA-1.

Table 330A-1	
Temperature Tolerance From	
Job Mix Formula	
Any Single Measurement	+/- 25°F
Average of Any Five Consecutive Measurements	+/- 15°F

Any load or portion of a load of asphalt mix at the plant or on the Road with mix temperature exceeding 335°F shall be rejected for use on the project.

Temperature of the completed mixture shall be determined by a quick-reading thermometer through a hole in the side of the loaded truck immediately after loading. The hole shall be located within the middle third of the length of the body, and at a distance of from six to ten inches above the surfaces supporting the mixture. If a truck body already has a hole located in the general vicinity of the above specified location, this will be acceptable. At the Department's discretion, the temperature of the load may be taken over the top of the truck in lieu of using the hole in the side of the truck.

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The mix temperature will be taken at the plant and the Roadway for each day for each design mix on the first five loads and an average of once every five loads thereafter. The temperature measurements at the plant shall be taken and recorded by the Contractor's personnel for review by the Department. The temperature measurements at the Roadway will be taken by the Department's Paving Inspector and be recorded on the backside of the delivery ticket. If the temperature exceeds the specified tolerance, the Contractor will be required to take immediate corrective action.

**330A-6.4 Maximum Period of Storage:** The maximum time that any mix may be kept in a hot storage or surge bin is 72 hours.

**330A-6.5 Contractor's Responsibility for Mixture Requirements:** The responsibility for producing a homogeneous mixture, free from moisture and with no segregated Materials, and meeting all requirements of the Specifications for the mixture, including compliance with the design limits, shall lie entirely with the Contractor. These requirements shall apply also to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

**330A-7 Transportation of the Mixture:**

The mixture shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies after cleaning shall be thinly coated with soapy water or an approved emulsion containing not over five percent oil. The coating shall be applied prior to the first loading each day and repeated as necessary throughout the day's operations. After the truck bodies are coated and before any mixture is placed therein, they shall be raised to drain out all excess liquids. Each load shall be covered during cool and cloudy weather and at any time there is a probability of rain.

**330A-8 Preparation of Application Surfaces**

**330A-8.1 Cleaning**

Prior to the laying of the mixture, the surface of the base or pavement to be covered shall be cleaned of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming, where necessary.

**330A-8.2 Patching and Leveling Courses**

Where a surface course is constructed on an existing pavement or old base which is irregular, and wherever so indicated in the Plans, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses.

**330A-8.3 Application over Surface Treatment**

Where a surface course is to be placed over a newly constructed surface treatment, all loose material shall be swept from the paving area and disposed of by the Contractor.

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### 330A-8.4 Coating Surfaces of Contacting Structures

All structures which will be in actual contact with the asphalt mixture, with the exception of the vertical faces of existing pavements and curbs or curb and gutter, shall be painted with a uniform coating of asphalt cement to provide a closely bonded, watertight joint.

### 330A-8.5 Tack Coat

#### 330A-8.5.1 Tack Coat Required

A tack coat, as specified in Section 300, will be required on existing pavements that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

#### 330A-8.5.2 Tack Coat at Engineer's Option

A tack coat will be required on the following surfaces, only when so directed by the Engineer:

- (1) Freshly primed bases.
- (2) Surface treatment.

### 330A-9 Placing Mixture

#### 330A-9.1 Requirements Applicable to All Types

##### 330A-9.1.1 Alignment of Edges

All asphaltic concrete mixtures (including leveling courses), other than adjacent to curb and gutter or other true edges, shall be laid by the stringline method, to assure the obtaining of an accurate, uniform alignment of the pavement edge.

##### 330AA-9.1.2 Temperature of Spreading

The temperature of the mix at the time of spreading shall be within  $\pm 25^{\circ}\text{F}$  of the established mix temperature selected by the Contractor. The minimum frequency for taking mix temperatures on the Road will be an average of one per five trucks. If the temperature fails to fall within the specified tolerance range, corrective action by the Contractor will be required.

##### 330A-9.1.3 Rain, and Surface Conditions

Transportation of asphalt mixtures shall immediately cease from the plant when rain begins at the Roadway. Asphalt mixtures shall not be placed while rain is falling, or when there is water on the surface to be covered. As an exception, mixture caught in transit may be placed at the Contractor's risk if the only option is to waste this mixture, and provided the surface has been tacked (as required) prior to the rain and the surface broomed in front of the spreading operation. Such mixture will be evaluated separately and if it should prove unsatisfactory in any way, in the opinion

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of the Engineer, it shall be removed and replaced with satisfactory mixture at the Contractor's expense.

### **330A-9.1.4 Speed of Spreader**

The forward speed of the asphalt spreader shall be as established by the Engineer.

### **330A-9.1.5 Number of Crews Required**

For each paving machine operated, the Contractor will be required to use a separate crew, each crew operating as a full unit. The Contractor's Certified Paving Technician in charge of the paving operations may be responsible for more than one crew but must be physically accessible to Project personnel at all times when mix is being placed.

### **330A-9.1.6 Checking Depth of Layer**

The depth of each layer shall be checked at frequent intervals and adjustments shall be made when the thickness exceeds the allowable tolerance. When an adjustment is made, the paving machine shall be allowed to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

### **330A-9.1.7 Hand Spreading**

In limited areas where the use of the spreader is impossible or impracticable, the mixture may be spread and finished by hand.

### **330A-9.1.8 Straightedging and Back-patching**

Straightedging and back-patching shall be done after initial compaction has been obtained and while the material is still hot.

## **330AA-9.2 Requirements Applicable to Courses Other Than Leveling**

### **330A-9.2.1 Spreading and Finishing**

Upon arrival, the mixture shall be dumped in the approved mechanical spreader and immediately spread and struck-off to the full width required and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, will be secured. An excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required.

### **330A-9.2.2 Thickness of Layers**

Unless otherwise noted in the Plans each course shall be constructed in layers of the thickness shown on Standard FDOT Index No. 513. Type S-III Asphaltic Concrete shall be constructed in layers of the thickness of not less than 3/4 inch nor greater than 1 1/4 inches.

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### 330A-9.2.3 Laying Width

If necessary due to the traffic requirements, the mixture shall be laid in strips in such a manner as to provide for the passage of traffic. Where the Road is closed to traffic, the mixture may be laid to the full width, by machines traveling in echelon.

### 330A-9.2.4 Correcting Defects

Before any rolling is started the surface shall be checked, any irregularities adjusted, and all drippings, fat sandy accumulations from the screed, and fat spots from any source shall be removed and replaced with satisfactory material. No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture.

### 330A-9.3 Requirements Applicable Only to Leveling Courses

#### 330A-9.3.1 Patching Depressions

Before any leveling course is spread, all depressions in the existing surface more than one-inch deep shall be filled by spot patching with leveling course mixture and then thoroughly compacted.

#### 330A-9.3.2 Spreading Leveling Courses

All courses of leveling shall be placed by the use of two motor graders - one of which is equipped with a spreader box - unless otherwise shown in the Plans. Other types of leveling devices may be used after they have been approved by the Engineer.

#### 330A-9.3.3 Rate of Application

When the total asphalt mix provided for leveling exceeds 50 pounds per square yard, the mix shall be placed in two or more layers, with the average spread of any layer not to exceed 50 pounds per square yard. When Type S-III Asphaltic Concrete is used for leveling, the average spread of a layer shall not be less than 50 pounds per square yard nor more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the rate of application may vary throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require that all the leveling mix be placed prior to the widening operation.

#### 330A-9.3.4 Placing Leveling Course over Existing Pavement

When a leveling course is specified to be placed over cracked concrete pavement (including existing concrete pavement covered with an asphaltic surface), the first layer of leveling shall be placed as soon as possible but no later than 48 hours after cracking the concrete. The remainder of the leveling course shall be placed in the normal sequence of operations.



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### **330A-9.3.5 Removal of Excess 'Joint Material**

Where a leveling course is to be placed over existing concrete pavement or Bridge decks, the excess joint filler in the cracks and joints shall be trimmed flush with the surface prior to placing the first layer of the leveling course.

### **330A-10 Compacting Mixture**

#### **330A-10.1 Provisions Applicable to All Types**

##### **330A-10.1.1 Equipment and Sequence**

For each paving or leveling train in operation, the Contractor shall furnish a separate set of rollers, with their operators.

The following Equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Contractor may select his own Equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be completed before the internal pavement temperature has dropped below 175°F.

- (1) Seal rolling, using tandem steel rollers (either vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pickup, undue displacement or blistering of the material. Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.
- (2) Rolling with self-propelled pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.
- (3) Final rolling with the 8 to 12-ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175°F.

Once the Contractor has selected the Equipment and established the rolling procedures and these have been used for the control strip density determination, then the Contractor must continue to use the same Equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in Equipment or procedures will require a new control strip density determination. The Engineer must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one-inch thick, overbuild course; of variable thicknesses (when the minimum thickness is less than one-inch) and open-graded friction courses, the compaction will be applied in accordance with the Standard Specifications. The specified rolling procedures must be followed when density determinations will not be made.

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When density is not required on those courses indicated in the foregoing paragraph, but the Contractor wants to use other rollers, patterns or sequences than those specified, they may request approval from the Department. Approval may be granted for leveling and intermediate courses 1/2-inch and thicker and overbuild courses when these courses are placed with a paving machine. Density requirements will be in accordance with the provisions of the first paragraph of 330AA-10.3 (Density Control- Nuclear Method), Table 330AA-2 and Table 330AA-3. Approval for a change on patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

### **330AA-10.1.2 Compaction at Crossovers, Intersections, etc.**

When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

### **330A-10.1.3 Rolling Procedures**

The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

### **330A-10.1.4 Speed of Rolling**

Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour, and the area covered by each roller shall not be more than 4,000 square yards per hour, except that for Type S Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

### **330A-10.1.5 Number of Pneumatic-tired Rollers Required**

A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not Delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

### **330A-10.1.6 Compaction of Areas Inaccessible to Rollers**

Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges; manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

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### 330A-10.1.7 Rolling Patching and Leveling Courses

Self-propelled pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least 15 tons. For Type S-III Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

### 330A-10.1.8 Correcting Defects

The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the Engineer. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by the Engineer. Any mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

### 330A-10.1.9 Use of Traffic Roller on First Overbuild Course

A self-propelled pneumatic-tired roller shall be used on the first overbuild course. Coverage shall be a minimum of five passes.

### 330A-10.1.10 Use of Traffic Roller on First Structural Layer Placed on a Milled Surface

A self-propelled pneumatic-tired roller shall be used on the first structural layer placed on a milled surface. Coverage shall be a minimum of three passes.

### 330A-10.2 Provisions Applicable to Shoulder Pavement Only

Shoulder pavements wider than three feet shall be compacted by the use of Equipment of the type required for other asphaltic concrete pavements. Density determinations will be required on shoulder pavements wider than three feet when the thickness is one-inch or greater. These density determinations (including the control strip) will be separate from the pavement lane even when the pavement lane and shoulder are placed in the same pass.

Density determinations will not be required on asphaltic concrete or sand-asphalt hot mix shoulders three feet or less in width. The compactive effort shall be done by the use of tandem steel rollers not exceeding 12 tons in weight. In restricted areas other Equipment that will effectively exert a compactive effort may be approved by the Engineer. The Contractor shall state

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what Equipment and compactive effort (coverage) is proposed to be used. This must be approved by the Engineer before the Contractor starts the operation. Where sand-asphalt hot mix shoulders are constructed within the limits of curb and gutter, compaction shall be done by light weight rolling Equipment, approved by the Engineer, which will not displace the previously constructed curb and gutter.

### 330A-10.3 Density Control

#### 330A-10.3.1 Density Control Nuclear Method

The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238 (Method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

#### 330A-10.3.2 Control Strips

One or more control strips shall be constructed for the purpose of determining the control strip density. A control strip shall be constructed at the beginning of asphalt construction and one thereafter for each successive course. Any change in the composition of the mix will require the construction of a new control strip. The Engineer may require an additional control strip when he deems it necessary to establish a new control strip density or conform the validity of the control strip density being used at that time. The Contractor may request a conformation of the control strip density also. The control strip must be constructed as a part of a normal day's run. The Contractor will not be permitted to construct the control strip separately.

The length of the control strip shall be 300 feet, regardless of the width of the course being laid. When the control strip is to be constructed for the first day of asphalt construction or at the beginning of a new course, it shall be started between 500 and 1,000 feet from the beginning of the paving operation. The thickness of the control strip shall be the same as that specified for the course of which it is a part. The control strip will be constructed using the same mix, the same paving and rolling Equipment and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Every control strip will remain in place and become a portion of the completed Roadway.

When the compaction of the control strip has been completed, ten density determinations will be made at random locations within the control strip. No determinations will be made within one foot of any unsupported edge. The average of these ten determinations will be the Control Strip Density. For purposes of determining the percent of Laboratory density, as required in Table 330AA-2, a correction factor will be developed from cores or by direct transmission nuclear determination where applicable.

- (a) The lab density shall be calculated to the nearest 0.01 percent and rounded to the nearest 0.1 percent.

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In the event that a control strip meeting the requirements of Table 330AA-2 is not obtained, and this particular mix, layer, etc., is completed on the project, density shall be evaluated in accordance with FM 5-543 (Determining Density of Asphalt Pavement Layers When a Valid Control strip is not obtained).

Table 330AA-2			
Roadway Requirements for Bituminous Concrete Mixes			
<u>Mix Type</u>	<u>Density*</u>	<u>Minimum Control Strip Density (%)</u>	<u>Surface* Tolerance</u>
S-I	X	96 Lab. Dens.	X
S-II	X	96 Lab. Dens.	X
S-III	X	96 Lab. Dens.	X
Type II	X	96 Lab. Dens.	X
Type III	X	96 Lab. Dens.	X
SAHM	X	96 Lab. Dens.	X
ABC-1	X	96 Lab. Dens.	**
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-1	X	96 Lab. Dens.	X
FC-2	No Density Required	96 Lab. Dens.	X
FC-4	X	96 Lab. Dens.	X

\*X – Denotes that test is required.

\*\* – Shall meet the straightedge requirements of 200-7.

### 330A-10.3.3 LOTs

For the purpose of acceptance and partial payment, each day's production will be divided into Lots. The standard size of a Lot shall consist of 5,000 lineal feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production or the completion of a given course or at the completion of the project, a partial Lot occurs, then the Lot size will be redefined as follows: If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either six or seven subplot determinations. If the partial Lot contains three or four sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on the three or four subplot determinations.

For the standard size Lot (5,000 lineal feet), five density determinations - one for each subplot - will be made at random locations within the Lot. but not to be taken within one foot of any unsupported edge. The random locations will be determined by the use of statically derived random number tables furnished by the Department. These will also be used for partial Lots, For the Contractor to receive full payment for density, the average density of a Lot will be a minimum of 98.0 percent

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of the control strip density. Once the average density of a Lot has been determined the Contractor will not be permitted to provide additional compaction to raise the average.

**330A-10.3.4 Acceptance:** The completed pavement will be accepted with respect to density on a Lot basis. Partial payment will be made for those Lot's that have an average density less than 98.0 percent of the Control Strip Density based on the following schedule:

<b>Table 330AA-3</b>	
<b>Payment Schedule for Density</b>	
<b><u>Percent of Control Strip Density*</u></b>	<b><u>Percent of Payment</u></b>
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
**Less than 96.0	75

\*In calculating the percent of control strip density, *do not round off* the final percentage.

\*\*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay, otherwise the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

### 330A-10.3.5 Density Requirements for Small Projects

For projects less than 1,000 linear feet in length and Bridge projects with approaches less than 1,000 linear feet each side, the requirements for control strips and nuclear density determination will not apply. The Contractor will use the standard rolling procedures as specified in 330A-10. The provisions for partial payment do not apply to these small projects.

## 330A-11 Joints

### 330A-11.1 Transverse Joints

Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

### 330A-11.2 Longitudinal Joints

For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers. The Engineer may waive this requirement where offsetting is not feasible due to the sequence of construction.



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**330A-11.3 General:** When fresh mixture is laid against the opposite edges of joints (trimmed or formed as provided above), it shall be placed in close contact with the exposed edge so that an even, well-compacted joint will be produced after rolling.

### 330A-12 Surface Requirements

#### 330A-12.1 Contractor Responsibility

The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a 15-foot rolling straightedge. A 15-foot manual straightedge shall be furnished by the Contractor and shall be available at the job site at all times during the paving operation for checking joints and surface irregularities.

#### 330A-12.2 Texture of the Finished Surface of Paving Layers

The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, torn, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface which does not meet the foregoing requirements shall be corrected in accordance with 330A-12.4.

Unless written permission is obtained, asphalt concrete mixtures containing aggregates which will cause a different color appearance shall not be used in the final wearing surface in sections less than one mile in length.

#### 330A-12.3 Acceptance Testing for Surface Tolerance

##### 330A-12.3.1 General

Acceptance testing for surface tolerance will be applicable to pavement lanes and ramps, where the width is constant, and shall include all construction joints.

Intersections, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of 3/8 inch as determined by a 15-foot straightedge, and deemed by the Department to be objectionable, shall be corrected in accordance with 330A-12.4.

When the Department is ready to perform acceptance testing for surface tolerance, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall also provide a representative to be present during the entire operation of straight edging for acceptance purposes.

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### 330A-12.3.2 Test Method

Acceptance testing shall consist of one pass of a standard 15-foot rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing at other locations within the lane being tested.

### 330A-12.3.3 Acceptance Criteria for Last Layer Prior to Friction Course

The Contractor shall furnish and operate an acceptable 15-foot rolling straightedge for testing of the last layer prior to the friction course as directed by the Engineer and supervised by project personnel. All deficiencies in excess of 3/16-inch shall be corrected in accordance with 330A-12.4 and retested as necessary prior to placement of the friction course. Where the final surface is not a friction course, acceptance criteria shall be in accordance with 330A-12.3.4.

### 330A-12.3.4 Acceptance Criteria for Final Surface or Friction Course

Upon completion of the final surface or friction course, district Materials personnel will test the finished surface with a 15-foot rolling straightedge. All deficiencies in excess of 3/16th inch shall be corrected in accordance with 330A-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Engineer may waive corrections specified above if an engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the ride quality of the pavement and corrective action would unnecessarily mar the appearance of the finished pavement.

Where the Engineer elects to waive correction and the finished pavement surface is a friction course, the pay quantity for Asphaltic Concrete Friction Course will be reduced by the amount of friction course which would have been removed and replaced if the correction had been made (100 ft. X lane width).

Where the Engineer elects to waive a correction and the finished pavement surface is other than a friction course, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of Materials which would have been removed and replaced if the correction had been made.

- (a) Where the pay quantity is in square yard, the reduction is based on the area which would have been removed (100 feet X lane width) multiplied by the ratio of the layer thickness to the total thickness of the type of mix specified.
- (b) Where the pay quantity is in tons, the reduction is based on the volume which would have been removed (100 feet X lane width X layer thickness) multiplied by the Laboratory density for the mix.



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### 330A-12.4 Correcting Unacceptable Pavement

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330A-12.3.4:

- (a) **Removing and Replacing:** If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least 50 feet on either side of the defective area, for the full width of the paving lane.
- (b) **Overlaying:** If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of 50 feet on either side of the defective area. The overlay shall extend full width of the Roadway. Care shall be taken to maintain the specified cross slope. The mix used for the overlay may be adjusted as necessary for this purpose by the District Bituminous Engineer.
- (c) **Other Methods:** For courses which will not be the final pavement surface, correction of minor straightedge deficiencies by methods other than specified above shall be approved by the District Bituminous Engineer.

The cost of all corrective Work, either by removing and replacing or by overlaying, shall be borne by the Contractor.

### 330A-13 Protection of Finished Surface

Sections of newly compacted asphaltic concrete which are to be covered by additional courses shall be kept clean until the successive course is laid.

No dumping of embankment or base material directly on the pavement will be permitted. Dressing of shoulders shall be completed before placement of the friction course on adjacent pavement.

Blade graders operating adjacent to the pavement during shoulder construction shall have a two-inch by eight-inch (or larger) board (or other attachment providing essentially the same results) attached to their blades in such manner that it extends below the blade edge, in order to protect the pavement surface from damage by the grader blade.

To prevent rutting or other distortion, sections of newly finished dense-graded friction course and the last structural layer prior to the friction course shall be protected from traffic until the surface temperature has cooled below 160°F.

The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when, in the opinion of the Engineer, maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

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### **330A-14 Correcting Deficient Thickness**

#### **330A-14.1 Allowable Deficiencies**

When the pavement is to be paid for on a square yard basis, the thickness shall be determined from the length of the co-borings, as specified in 330A-15.1. The maximum allowable deficiency from the specified thickness shall be as follows:

- (1) For pavement of a specified thickness of 2 1/2 inches or more: 1/2 inch.
- (2) For pavement of a specified thickness of less than 2 1/2 inches: 1/4 inch.

#### **330A-14.2 Pavement Exceeding Allowable Deficiency in Thickness**

##### **330A-14.2.1 When Deficiency is Seriously in Excess**

Where the deficiency in thickness is: (1) in excess of 3/8 inch, for pavement of less than 2 1/2 inches in specified thickness, or, (2) in excess of 3/4 inch, for pavement of specified thickness of 2 1/2 inches or more, the Contractor shall correct the deficiency either by replacing the full thickness for a length extending at least 50 feet from each end of the deficient area, or (when permitted by the Engineer) by overlaying as specified in 330A-14.2.3.

As an exception to the above, pavement outside the main Roadway area (acceleration and deceleration lanes and crossovers) may be left in place, without compensation when so permitted by the Engineer, even though the thickness deficiency exceeds the tolerance specified above.

The Contractor will receive no compensation for any pavement removed, nor for the Work of removing such pavement.

##### **330A-14.2.2 When Deficiency is Not Seriously in Excess**

When the deficiency in the thickness of the pavement is over 1/4 inch but not more than 3/8 inch, for pavement of specified thickness less than 2 1/2 inches; or when the deficiency in thickness is over 1/2 inch but not more than 3/4 inch, for pavement of specified thickness of 2 1/2 inches or greater; the Contractor will be allowed to leave such pavement in place, but without compensation. The areas of such pavement for which no square yard payment will be made shall be the product of the total distance between acceptable cores, multiplied by the width of the lane which was laid at the particular pass in which deficient thickness was indicated. All costs of the overlaying and compacting shall be borne by the Contractor.

##### **330A-14.2.3 Correcting Deficiency by Adding New Surface Material**

For any case of excess deficiency of the pavement, the Contractor will be permitted, if approved by the Engineer for each particular location, to correct the deficient thickness by adding new surface material and compacting to the same density as the adjacent surface. The area to be corrected and the thickness of new material added shall be as specified in 330A-12.3.

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All costs of the overlaying and compacting shall be borne by the Contractor.

### **330A-15 Calculations for Thickness of Pavement to be Paid for (Applicable Only Where the Pavement is to be Paid for by the Square Yard)**

#### **330A-15.1 Core Borings**

When the Department is ready to core the finished asphalt construction for thickness as required for acceptance testing, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall provide a representative to be present during the entire coring operations for acceptance purposes.

The thickness of the pavement shall be determined from the length of cores, at least two inches in diameter, taken at random points on the cross section and along the Roadway. Each core shall represent a section of Roadway no longer than 200 feet regardless of the number of lanes. Thickness determinations for paved shoulders and widening shall be separate from the mainline Roadway and shall represent a section no longer than 400 feet for each shoulder or- widening. The average thickness shall be determined from the measured thicknesses, and in accordance with the procedure and criteria specified herein.

If the Contractor believes that the number of cores taken by the Department is insufficient to properly indicate the thickness of the pavement, he may request the Department to make additional borings at locations designated by him. The cost of these additional borings shall be deducted from any sums due the Contractor unless such borings indicate that the pavement within the questioned area is of specified thickness.

#### **330A - 15.2 Criteria for Calculations DELETE AND SUBSTITUTE THE FOLLOWING:**

The calculation for asphaltic concrete pavement to be paid for under this section shall be the area in square yards completed and accepted with the length to be used in the calculation being the actual length measured along the surface and the width as shown on the Plans. The thickness to be paid shall be as shown on the Typical Section in the Plans.

Areas of deficient thickness - pavement which is left in place with no compensation (as specified in 330A-14.2), shall not be taken into account in the calculation.

Where areas of defective surface or deficient thickness are corrected by overlaying with additional material, the thickness used in the calculations shall be the thickness specified on the Typical Section for such areas.

**END OF SECTION**

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### SECTION 331 TYPE S ASPHALTIC CONCRETE

#### SECTION 331 IS ADDED TO THIS SPECIFICATION

##### 331-1 Description

This Section specifies the Materials, the composition, and physical test properties for Type S Asphaltic Concrete (Type S-I, Type S-II or Type S-III as specified by the Contract or when offered as alternates. The composition, and physical test properties for all mixes, including Type S Asphaltic Concrete (S-I, S-II and S-III) are shown in the following Table 331-1 and Table 331-2.

Where Type S Asphaltic Concrete is specified in the Contract, if approved by the Engineer, the Contractor may also select Type S-III Asphaltic Concrete as an alternate for the final surface (no friction course specified) and as the final layer of structural course only, prior to the friction course. Type S-II Asphaltic Concrete will not be permitted as the final layer prior to the friction course. Requirements for plant and Equipment shall be as specified in Section 320. General construction requirements shall be as specified in Section 330A.

Table 331-1								
Percent By Weight Total Aggregate Passing Sieves*								
Type	3/4	1/2	3/8	No.4	No. 10	No. 40	No. 80	No. 200
S-I	100	88-100	75-93	47-75	31-53	19-35	7-21	2-6
S-II**	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III		100	88-100	60-90	40-70	20-45	10-30	2-12
Type II		100	90-100	80-100	55-90			2-10
Type III		100	80-100	65-100	40-75	20-45	10-30	0-12
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			2-10
ABC-3***	70-100			30-70	20-60	10-40		2-8
FC-1		100			55-85			2-5
FC-2****		100	85-100	10-40	4-12			2-6
FC-4		100			75-90			2-6

\*In inches, except where otherwise indicated. Number sieves are U.S. Standard sieve series.

\*\*100% passing 1 1/4-inch sieve and 94-100% passing 1-inch sieve.

\*\*\*100% passing 1 1/2-inch sieve.

\*\*\*\*The design range for the No. 10 sieve may be increased for lightweight aggregates.

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Table 331-2					
Marshall Design Properties for Bituminous Concrete Mixes					
Mix Type	Minimum Marshall Stability (lbs.)	Flow* (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)
S-I	1500	8-14	14	3-5	5.0
S-II	1500	8-14	13	3-5	5.0
S- III	1500	8-14	15	3-7	5.5
Type II	500-750	7-16	18	5-16	6.0
Type III	750-1000	7-16	15	5-12	5.5
SAHM	300-500	7-16	15	5-16	6.0
ABC-1	500	7-16	15	5-16	6.0
ABC-2	750	7-16	15	5-14	5.5
ABC-3	1000	8-14	14	3-7	5.0
FC-1	500	7-14	15	8-14	5.5
FC-2	-	-	-	-	-
FC-4	500	7-14	15	12-16	5.0

\*The maximum Flow for the mix design shall be one point less than shown in the Table. The maximum Flow values shown apply only during production.

Work will be accepted on a LOT to LOT basis in accordance with the applicable requirements of Sections 5, 6, and 9. The size of the LOT will be as specified in 331-5 for the bituminous mixture produced at the plant and as stipulated in 330A-10 and 330A-12 for the material placed on the Roadway.

### 331-2 Materials

#### 331-2.1 General Specifications

The Materials used shall conform with the requirements specified in Division III. Specific references are as follows:

- |   |                 |
|---|-----------------|
| (1) Asphalt Cement Viscosity Grade AC-30            | 916-1           |
| (2) Mineral Filler                                  | 917-1 and 917-2 |
| (3) Coarse Aggregate, Stone, Slag or Crushed Gravel | Section 901*    |
| (4) Fine Aggregate                                  | Section 902     |
- \*Gravel for use in asphalt concrete mixtures shall be crushed. In addition, the asphalt concrete mixtures containing crushed gravel as the coarse aggregate component must show no potential for stripping during Laboratory testing, before approval of the mix design.

Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable Specifications.

All Materials shipped to the asphalt plant will be sampled at their destination.

## **GENERAL PROVISIONS**

### **331-2.2 Specific Requirements**

#### **331-2.2.1 Condition of Aggregate**

The aggregate shall be clean and shall contain no deleterious substances. Coarse or fine aggregate containing any appreciable amount of phosphate shall not be used.

#### **331-2.2.2 Fine Aggregate and Mineral Filler**

In Laboratory tests, and for the purpose of proportioning the paving mixture, all material passing the No. 10 sieve and retained on the No. 200 sieve, shall be considered as fine aggregate, and the material passing the No. 200 sieve shall be considered as mineral filler.

#### **331-2.2.3 Screenings**

Any screenings used in the combination of aggregates shall contain not more than 15 percent of material passing the No. 200 sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18 percent of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15 percent material passing the No. 200 sieve. Screenings may be washed to meet these requirements.

#### **331-2.2.4 Use of Reclaimed Asphalt Pavement**

Reclaimed asphalt pavement may be used as a component material of the bituminous mixture subject to the following:

1. The Contractor shall be responsible for the design of asphalt mixes which incorporate reclaimed asphalt pavement as a component part.
2. Reclaimed asphalt pavement shall not exceed 60 percent by weight of total aggregates for Asphalt Base Courses nor more than 35 percent by weight of total aggregates for Structural and Leveling Courses, Reclaimed asphalt pavement shall not be used in Friction Courses.
3. A 3 ½" grizzly shall be mounted over the reclaimed asphalt pavement cold bin. If oversize material shows up in the mix, the size of openings shall be reduced.
4. The reclaimed asphalt pavement material as stockpiled shall be reasonably uniform in characteristics and shall not contain aggregate particles which are soft or conglomerates of fines.

#### **331-2.2.5 Recycling Agents**

When reclaimed asphalt pavement is approved for use as a component material, a recycling agent meeting the requirements specified in 916A-2 shall be used in the mix.

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### **331-3 Permissible Variation for the Coarse Aggregate**

The aggregate or aggregates shipped to the job shall be sized and uniformly graded or combined in such proportions that the resulting mixture meets the grading requirements of the mix design.

### **331-4 General Composition of Mixture**

#### **331-4.1 General**

The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Not more than 20 percent by weight of the total aggregate used shall be silica sand or local Materials as defined in Section 902. The silica sand and local Materials contained in any reclaimed asphalt pavement material, if used in the mix, shall be considered in this limitation. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved mix design.

Reclaimed asphalt pavement meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

#### **331-4.2 Grading Requirements**

In all cases, the job mix formula shall be within the design ranges specified in Table 331-1.

### **331-4.3 Mix Design**

#### **331-4.3.1 General**

Prior to the production of any asphaltic paving mixture, the Contractor shall submit a mix design to the Engineer at least two weeks before the scheduled start of production. The following information shall be furnished:

1. The specific project on which the mixture will be used.
2. The source and description of the Materials to be used.
3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.
4. A single percentage of the combined mineral aggregate passing each specified sieve.
5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The Laboratory density of the asphalt mixture, for all mixes except Open-Graded Friction Courses.



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8. Evidence that the completed mixture will conform to all specified physical requirements.
9. The name of the individual responsible for the Quality Control of the mixture during production.

In lieu of the above, when reclaimed asphalt pavement is approved for use as a component material, the Contractor shall submit to the Engineer at least two weeks before the scheduled start of production in writing a proposed mix design and samples of all material components.

The following information shall be furnished with the proposed mix design for mixes containing reclaimed asphalt pavement:

1. The specific project on which the mixture will be used.
2. The source and description of the Materials to be used.
3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.
4. A single percentage of the combined mineral aggregate passing each specified sieve.
5. A single temperature at which the mixture is intended to be discharged from the plant.
6. The name of the individual responsible for the Quality Control of the mixture during production.

### **331-4.3.2 Revision of Mix Design**

The approved mix design shall remain in effect until a change is authorized by the Engineer. A new design will be required for any change in source of aggregate.

### **331-4.3.3 Resistance to Plastic Flow**

The submitted mix design shall include test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T245. Further, the bulk specific gravity of the Laboratory compacted bituminous mixture shall be determined in accordance with FM T-T166.

The percent of unfilled voids and the percent of aggregate voids filled with asphalt shall be based on the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Maximum specific gravity of the bituminous mixture shall be determined by FM 1-T-209.

### **331-4.4 Contractor's Quality Control**

#### **331-4.4.1 Personnel DELETE IN ITS ENTIRETY**



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### 331-4.4.2 Extraction Gradation Analysis

The bituminous mixture will be sampled at the plant in accordance with FM 1-T168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the standard sieves will be determined in accordance with FM 5-545. All test results will be shown to the nearest 0.01. All calculations will be carried to the 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

The Contractor will run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. The quality control sample of mixture for the extraction gradation analysis will be taken each day as soon as the plant operations have stabilized and the results will be obtained in a timely manner so that adjustments can be made if necessary.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, the test will be run when the accumulative tonnage on such days exceeds 100 tons.

The target gradation and asphalt content shall be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55 percent, or the percentage passing any sieve falls outside the limits shown in Table 331-3, the Contractor will make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55 percent, or exceeds the limits as shown in Table 331-3 for any sieve, the plant operation shall be stopped until the problem has been corrected.

The Contractor will maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

<b>Table 331-3</b>	
<b>Tolerances for Quality Control Tests</b>	
<b>(Extraction Gradation Analysis)</b>	
<b><u>Sieve Size</u></b>	<b><u>Percent Passing</u></b>
1"	
7.0	
3/4"	7.0
1/2"	7.0
3/8"	7.0
No. 4	7.0
No. 10	5.5
No. 40*	4.5
No. 80*	3.0
No. 200	2.0

\*Does not apply to SAHM, ABC-I or Type II.

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### **331-4.4.3 Plant Calibration**

At or before the start of mix production, a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants will be wash graded to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first days' production.

### **331-4.4.4 Viscosity of Asphalt in Mixes Containing Reclaimed Asphalt Pavement**

When reclaimed asphalt pavement is a component material, the viscosity of the asphalt material in the bituminous mixture, determined in accordance with FM 1-T202, shall be 6000 +/- 2000 poises. This determination shall be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2000 tons of mix.

If the viscosity is determined to be out of the specified tolerance, the Contractor shall adjust the recycling agent formulation or blend of reclaimed asphalt material used in the mixture to bring the viscosity within tolerance.

### **331-5 Acceptance of The Mixture**

**(For This Article, the Term "Lot" Applies to Department Projects)**

#### **331-5.1 General**

The bituminous mixture will be accepted at the plant, with respect to gradation and asphalt content, on a Lot to Lot basis. The material will be tested for acceptance in accordance with the provisions of 6-4 and the following requirements. However, any load or loads of mixture which, in the opinion of the Engineer, are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature shall be rejected for use in the Work.

A standard size Lot at the asphalt plant shall consist of 4000 tons with four equal sublots of 1000 tons each.

A partial Lot may occur due to the following:

- (1) The completion of a given mix type on a project.
- (2) an approved Lot termination by the Engineer due to a change in process, extended Delay in production, or change in mix design.

If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either five or six subplot determinations. If the partial Lot contains three sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on three subplot determinations.

When the total quantity of any mix is less than 3000 tons, the partial Lot will be evaluated for the appropriate number of sublots from  $n = 1$  to  $n = 3$ . When the total quantity of any mix type is less

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than 500 tons, the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the Lot(s) at the asphalt plant will carry over from project to project.

### 331-5.2 Acceptance Procedures

The Contractor shall control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and percent passing the No.4, 10, 40 and 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-5.

<b>Table 331-5</b>	
<b>Tolerances for Acceptance Tests</b>	
<b>Characteristic</b>	<b>Tolerance*</b>
Asphalt Content (Extraction)	+/-0.55%
Asphalt Content (Printout)	+/-0.15%
Passing No. 4 Sieve	+/-7.00%
Passing No. 10 Sieve	+/-5.50%
Passing No. 40 Sieve**	+/-4.50%
Passing No. 200 Sieve	+/-2.00%

\*Tolerances for sample size of n = 1. See Table 331-6 for other sample sizes n=2 through n=6.

\*\*Applies only to Type S-I, S-II, S-III, FC-I and FC-4.

Acceptance of the mixture shall be on the basis of test results on consecutive random samples from each LOT. One random sample shall be taken from each subplot. The bituminous mixture will be sampled at the plant in accordance with FM 1-T 168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the No.4, No. 10, No. 40 and No. 200 sieves will be determined in accordance with FM 5-545.

Calculations for the acceptance test results for bitumen content and gradation (percent passing No.4, No. 10, No. 40 and No. 200) shall be shown to the nearest 0.01. Calculations for arithmetic averages shall be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

When the Contractor or Producer chooses to use a storage bin for mix storage overnight or longer, the material processed in this manner will be handled as follows:

The samples of mix taken for acceptance tests on asphalt content must be taken before the mix is placed into the storage bin. Samples of mix for acceptance tests on gradation shall be taken after the mix has been removed from the storage bin.

Payment will be made on the basis of Table 331-6 Acceptance Schedule of Payment. The process will be considered out of control when any individual test result from a LOT exceeds the 90 percent

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pay factor limit for the values in the “one test” column of Table 331-6. When this happens, the LOT will be automatically terminated and the percent of payment will be determined from Table 331-6.

Table 331-6						
Acceptance Schedule of Payment - (Asphalt Plant Mix Characteristics)						
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design						
Pay Factor	1-Test	2-Tests	3- Tests	4-Tests	5- Tests	6-Tests
<b>Asphalt Cement Content (Extraction)</b>						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	Over 0.75	Over 0.57	Over 0.50	Over 0.45	Over 0.42	Over 0.39
<b>Asphalt Cement Content (Printout)</b>						
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35
<b>No. 4 Sieve **</b>						
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	Over 10.00	Over 7.36	Over 6.20	Over 5.50	Over 5.02	Over 4.67
<b>No. 10 Sieve **</b>						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	Over 8.50	Over 6.45	Over 5.54	Over 5.00	Over 4.63	Over 4.36
<b>No. 40 Sieve **</b>						
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.3	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	Over 7.50	Over 6.04	Over 5.39	Over 5.00	Over 4.74	Over 4.54
<b>No. 200 Sieve **</b>						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	Over 2.80	Over 2.27	Over 2.04	Over 1.90	Over 1.80	Over 1.73

\*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contactor may, accept the indicated partial pay. Otherwise, the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

\*\*When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test

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results.

Notes:

- (1) The No. 40 Sieve applies only to Type S-I, S-II, S-III, FC-I and FC-4.
- (2) Deviations are absolute values with no plus or minus signs.

### 331-5.3 Automatic Batch Plant with Printout

Acceptance determinations asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No.4, No. 10, No. 40 and No. 2(0)) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-6.

### 331-5.4 Acceptance on the Roadway

The bituminous mixture will be accepted on the Roadway with respect to compacted density and surface tolerance in accordance with the applicable requirements of 330A-10 and 330A-12.

### 331-5.5 Additional Tests

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control. The Department will determine the Marshall properties, a minimum of one set per LOT, to determine whether or not the Contractor is meeting the specification requirements. Specimens will be prepared at the plant and transported to the District or Central Lab where they will be tested in accordance with FM 5-511 for Marshall stability and flow, FM 1- T 209 for maximum specific gravity, and FM 1-T166 for density. When the average value of the specimens fails to meet specification requirements for stability or flow, or the air void content is below 3.0 percent (for structural mixes only), the Contractor's plant operations may be stopped until all specification requirements can be met or until another mix design has been approved (any revisions to a mix design shall be made in accordance with 331-4.3.2). When it is determined necessary to cease operations while the problem is being resolved, the approval of the Engineer will be required before resuming production of the mix. At this time the Marshall properties must be verified,

### 331-6 Compensation

#### 331-6.1 Items for Which Payment Will Be Made

For the Work specified under this Section (including the pertinent provisions of Sections 320 and 330A), payment will be made for the area of the pavement, in square yards (after adjustment to the equivalent area of specified-thickness pavement), or, when so shown, the weight of the mixture, in tons.

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### **331-6.2 Area of Pavement for Which Payment Will Be Made**

When the pavement is to be paid for on an area basis, the area to be paid for shall be field measured quantity, omitting any areas not allowed for payment under the provisions of 9-3.2, omitting any areas not allowed for payment under 330A-14.2.

The thickness to be paid for under this section is the thickness shown on the typical section in the Plans.

### **331-6.3 Payment by Weight of Mixture**

Where the pavement is to be paid for by weight, the weight shall be determined as provided in 320-2 (including the provisions for the automatic recordation system).

### **331-6.4 Bituminous Material DELETE IN ITS ENTIRETY**

### **331-6.5 Work Included in Payment Items**

The Contract unit price per ton or per square yard, as applicable, shall be full compensation for all the Work specified under this Section (including the applicable requirements of Sections 320 and 330A).

Payment shall be made under:

Item No. 331-2 – Type S Asphaltic Concrete – per ton.

Item No. 331-72 – Type S Asphaltic Concrete – per square yard.

## **END OF SECTION**

## **SECTION 334 SUPERPAVE ASPHALT**

**SECTION 334 SUPERPAVE ASPHALT – DELETE AND SUBSTITUTE THE FOLLOWING:**

### **334-1 Description**

#### **334-1.1 General**

Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of Work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, Equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

#### **334-1.2 Asphalt Work Mix Categories**



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Construction of asphalt pavement will fall into one of the following Work categories:

### 334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

### 334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

### 334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

### 334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (Millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

### 334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

### 334-1.5 Thickness

The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the

## GENERAL PROVISIONS

total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

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

Where:  $t$  = Thickness (in.) (Plan thickness or individual layer thickness)  
 $G_{\text{mm}}$  = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

### 334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

### 334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the Contract Documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

### 334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

### 334-2 Materials



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### 334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

### 334-2.2 Aggregate

Use aggregate capable of producing a quality pavement. For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed Materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

### 334-2.3 Reclaimed Asphalt Pavement (RAP) Material

#### 334-2.3.1 General Requirements

RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

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4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

### 334-2.3.2 Material Characterization

Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.

### 334-2.3.3 Asphalt Binder for Mixes with RAP

Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

## 334-3 Composition of Mixture

### 334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

### 334-3.2 Mix Design

#### 334-3.2.1 General

Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component Materials, including asphalt binder to a Laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: <http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

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The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

### 334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

#### 334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

### 334-3.2.3 Gyratory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at  $N_{\text{design}}$  as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements	
Traffic Level	$N_{\text{design}}$ Number of Gyrations
A	50
B	65
C	75

### 334-3.2.4 Design Criteria

Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6.  $N_{\text{initial}}$  and  $N_{\text{maximum}}$  requirements are not applicable.

### 334-3.2.5 Moisture Susceptibility

Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

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### 334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations ( $N_{\text{design}}$ ).
2. The source and description of the Materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity ( $G_{\text{sb}}$ ) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the Roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

### 334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Roadway to control the process.

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### 334-5 General Construction Requirements

#### 334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the Roadway unless all weather conditions are suitable for the paving operations.

#### 334-5.2 Limitations of Paving Operations

##### 334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base Materials are properly primed and all asphalt base Materials are properly tacked, prior to paving.

##### 334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	N <sub>design</sub> Number of Gyration
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

##### 334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the Roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

##### 334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to

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prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

### 334-5.5 Preparation of Surfaces Prior to Paving

#### 334-5.5.1 Cleaning

Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

#### 334-5.5.2 Patching and Leveling Courses

As shown in the Plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

#### 334-5.5.3 Application Over Surface Treatment

Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

#### 334-5.5.4 Tack Coat

Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd <sup>2</sup> )
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

### 334-5.6 Placing Mixture

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### 334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

### 334-5.6.2 Rain and Surface Conditions

Immediately cease transportation of asphalt mixtures from the plant when rain begins at the Roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

### 334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

### 334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

### 334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

### 334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for

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layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

### 334-5.7 Leveling Courses

#### 334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the Plans.

#### 334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

#### 334-5.7.3 Rate of Application

When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

### 334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select Equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

### 334-5.9 Joints

#### 334-5.9.1 Transverse Joints

Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15-foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project



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and at the beginning and end of Bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

### 334-5.9.2 Longitudinal Joints

For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

### 334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

**334-5.10.1 Texture of the Finished Surface of Paving Layers:** Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter Roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent  $G_{mm}$  of the segregated area using the average  $G_{mb}$  of the Roadway cores and the representative PC  $G_{mm}$  for the questionable material. If the average percent  $G_{mm}$  is less than 90.0, address the segregated area in accordance with 334-5.10.4.

### 334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

### 334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

#### 334-5.10.3.1 Straightedge Testing

##### 334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

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### 334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

### 334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side Streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

### 334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

## 334-6 Acceptance of the Mixture

### 334-6.1 General

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

### 334-6.2 Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

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### 334-6.3 Certification and Process Control Testing by the Contractor

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

#### 334-6.3.1 Process Control Sampling and Testing Requirements

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation ( $P_{-8}$  and  $P_{-200}$ ) and asphalt binder content ( $P_b$ ). Measure the Roadway density with 6 inch diameter Roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the Roadway density in accordance with FDOT Method FM 1-T 166. The minimum Roadway density will be based on the percent of the maximum specific gravity ( $G_{mm}$ ) from the approved mix design. If the Contractor or Engineer suspects that the mix design  $G_{mm}$  is no longer representative of the asphalt mixture being produced, then a new  $G_{mm}$  value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target $\pm 0.55$
Passing No. 8 Sieve (percent)	Target $\pm 6.00$
Passing No. 200 Sieve (percent)	Target $\pm 2.00$
Roadway Density (daily average)	Minimum 90.0% of $G_{mm}$

#### 334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation ( $P_{-8}$  and  $P_{-200}$ ) and asphalt binder content ( $P_b$ ). The mixture will be accepted on the Roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation

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and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

### 334-6.4.1 Acceptance Testing Exceptions

When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on Subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on Bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

### 334-7 Method of Measurement

For the Work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The Bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

### 334-8 Basis of Payment

#### 334-8.1 General

Price and payment will be full compensation for all the Work specified under this Section.

**END OF SECTION**

## GENERAL PROVISIONS

### SECTION 570 PERFORMANCE TURF

#### 575-3 CONSTRUCTION METHODS – DELETE AND SUBSTITUTE THE FOLLOWING:

##### 575-3 Construction Methods

Test the area requiring sod per Section 162-5 and forward results to the Engineer. Apply finish soil layer material in accordance with Section 162 if determined by the Engineer. Fertilize at the rate as shown in Section 570. If soil layer is not determined to be used on areas to receive sod, scarify or loosen the areas to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

#### END OF SECTION

### SECTION 580 LANDSCAPE INSTALLATION

#### SECTION 580 LANDSCAPE INSTALLATION IS ADDED TO THIS SPECIFICATION

##### 580-1.00 General

##### 580-1.01 Scope of Work

Provide all labor, Materials, Equipment and incidentals required to prepare site to final grade, install landscape trees, plants, sod and irrigation systems in accordance with the Plans and as specified. These Specifications are inclusive of a required guarantee, replacements, clean-up, maintenance services, and maintenance of traffic, all of which shall be included in the unit Bid price for each tree. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.

##### 580-1.02 Related Work Specified Elsewhere

Section 585 – Site Maintenance: These provisions shall apply to all Work in Section 580 - Landscape Installation as appropriate.

##### 580-1.03 General Requirements

Refer to the Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, 2021, as the general operating specification document, however Section 580 Landscaping is deleted and replaced with these Specifications for LANDSCAPE

## GENERAL PROVISIONS

INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585). Maintenance of traffic requirements are described in the Contract Documents.

- Comply with all applicable federal, state, county and local codes, ordinances and regulations governing this Work.
- The Work shall be coordinated with other trades to prevent conflicts.
- All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures and under the supervision of a qualified landscape foreman, who shall be on-site at all times during the Work.
- Finish Grade: The Contractor shall verify with the Department that final grade has been achieved and shall perform fine grading if so directed by the Department. The Contractor is responsible for any trees or palms that are planted prior to achieving final grade.
- Prior to commencing Work, the Contractor shall visit the site and ascertain all site conditions, including utilities, structures, slopes, access and available Work space to preclude any misunderstandings and to ensure a trouble-free installation. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. The Contractor shall examine available utility Plans and notify the Department of any conflicts and needed adjustments.
- The Contractor shall notify all utilities servicing the Work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-770** to schedule marking locations of the utilities which subscribe to their service.
- The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility Locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility Locations. In general, the location of trees will be adjusted rather than adjusting the location of utilities or structures. Refer to 580-3.02 for related requirements.
- Prior to the preparation of planting holes, the Contractor shall ascertain the on-site location of, and take necessary precautions to avoid damage to, all above-ground and underground utilities, underdrain trenches, electrical cables, conduits, utility lines, oil tanks, supply lines, pavement, curbing, traffic control devices, pedestrian signals, building structures, or waterproofing. The Contractor shall properly maintain and protect all such improvements. The Contractor shall be responsible for the cost to repair all damages to such improvements caused by his operations.
- The use of mechanical Equipment within five (5') feet of any building or structure to move plants or Materials shall be approved by the Department prior to its use.

## GENERAL PROVISIONS

### 580-1.04 Applicable Documents

- A. Plant nomenclature shall conform to the names given in “The New Royal Horticultural Society Dictionary of Gardening”, which is the source cited by the current September, 2015 edition of Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).
1. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.
  2. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Department.
- B. The Contractor is obligated to be familiar with and understand the following documents in order to comply with the requirements therein to properly perform the Work contemplated in this Contract:
1. All Plans and documents within the Bid package set.
  2. The Florida Grades and Standards, (September, 2015 edition).
  3. The Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, (2021 edition – as general operating specification document, excluding Section 580, Landscaping).
  4. The Florida Dept. of Transportation, Roadway, and Traffic Design Standards, (January, 2021 edition).
  5. The Palm Beach County Streetscape Standards Manual, (current edition).
  6. The Manual of Uniform Traffic Control Devices for Streets and Highways, by the Federal Highway Administration, (current edition).
  7. The State of Florida Manual on Traffic Control and Safe Practices, (current edition).
  8. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by FDOT (current edition).
  9. NCHRP Report 672, Roundabouts: An Informational Guide, (Original Date TRB, 2010; Second Addition August 31, 2020)

### 580-1.05 Quality Control

## GENERAL PROVISIONS

- A. Substitution of Materials and products specified herein, including those meeting “or accepted equal” clauses, shall not be permitted without written authorization from the Department.
- B. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi plant diseases and injuries. No sod with obvious chinch bug or mole cricket damage will be accepted. Any sod roots that appear to be diseased or the detected presence of grubs or other insects within the soil base will result in the sod being rejected.
- C. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.
- D. All single-trunked palms shall have straight vertical trunks, not re-curved trunks, unless otherwise specifically directed in writing by the Department.
- E. Turf grass to be used is St. Augustine “Floritam” and/or Argentine Bahia, *Paspalum notatum* ‘argentine’ as indicated in the Plans and pay item notes. Seed and sod shall conform to Section 981 of the FDOT 2021 Standard Specifications for Road and Bridge Construction. The sod must be obtained from a sod farm that has been inspected and certified by the Florida Dept. of Agricultural and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. The sod must exhibit a dark green color and be free of weeds and foreign matter. It must have a leaf blade density of at least 90% and be free of any diseased or insect-damaged leaf tissue. The soil base of the sod must be a minimum of ¾” thick and a maximum of 2” thick and contain a healthy root system as indicated by turgid feeder roots that are white in color.

The Contractor shall be responsible to become familiar with the site and shall match adjacent properties with similar species of sod, or as otherwise specified on the Plans. The cost for the varied species of sod will be paid under the unit price for Sodding, SY. Such price and payment shall be full compensation for all Work and Materials (top soil, fertilizer and water) specified in this Section, including the excavation of the trench for the sod, and the satisfactory disposal of excavation material.

- F. Plant material shall be Florida Grade No. 1 or better as outlined under the current edition of Florida Grades and Standards.
  - 1. All plants not listed in Florida Grades and Standards, shall conform to a Florida Grade No. 1 as to: (1) health and vitality; (2) condition of foliage; (3) root system; (4) freedom from pest or mechanical damage; (5) heavily branched and densely foliated according to the accepted normal shape of the species.
  - 2. Undersizing plant Materials or substituting one species or cultivar for another are Contract violations, but have no bearing on plant grading. Undersizing or substituting species or cultivars may be permitted only if authorized by the Department in writing.
  - 3. Verification of specified grades are to be determined at the time of delivery (even for trees inspected, accepted, and tagged by the Contractor with the Department at respective



## GENERAL PROVISIONS

nurseries). Grades determined at the time of delivery inspection or during the course of conducting a regrading inspection shall be based on the growth characteristics and condition of the plant at the time of grading. The grade shall not be based on any future or predicted growth potential of the plant. Each tree shall be maintained by the Contractor to Florida Grade No. 1 standards until the date of written Final Acceptance by the Department for that tree. The Department is the final authority to determine if a tree does or does not meet Florida Grade No. 1 standards, including health and vigor of the tree.

4. If at any time during plant installations, the Department believes that any trees are not of the specified grade, the Department may, at their discretion, request a regrading inspection by the Division of Plant Industry. Upon the findings provided thereby, the Department may seek further remedy by requesting replacement of plant Materials or other corrective actions, including, but not limited to, legal redress.
- G. The Department shall have the right, at any stage of the operations, to reject any and all Work and Materials, which, in the Department's opinion, do not meet the requirements of these Specifications or aesthetically do not comply with design intent. Trees that are scarred or damaged during delivery or off-loading will be rejected.
- H. Plant Materials, as proposed by the Contractor, are required to be inspected, accepted and tagged at the respective nurseries by the Contractor with the Department prior to any delivery to the project site, unless waived by the Department in writing. If such waiver is granted, the Department will inspect and approve representative plant material samples at the project site or at the respective nurseries prior to delivery to the project site. Waivers will only apply to the specific projects (Work Orders) and species designated by the Department. Certificates of Nursery Origin may be required for plant Materials not tagged by the Contractor with the Department.

### 580-1.06 Certificate of Inspection:

- A. All shipments of plant material shall originate from state registered nurseries which have undergone regular inspections by the authorized State Agencies prior to delivery to the project site.
- B. State inspection certificates certifying respective plant nurseries of origin shall accompany the bill of lading or invoices. Any certificates of inspection required by the state for specific species also will be provided additionally. Any required transportation documents are to be submitted with invoices as back-up.
- C. Contractor shall furnish the Department with copies of manufacturer's literature, labels, samples, certifications, Material Safety Data Sheets, and Laboratory analytical data for fertilizers, mulch, planting soil backfill mix, chemicals, staking/guying Materials and other products as appropriate, prior to use or application on any project.
- D. Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species",

## GENERAL PROVISIONS

Current Edition, <http://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species.

### 580-1.07 Measurements:

- A. The minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape Plans and conform to the Florida Grades and Standards. Deviations from these measurements must be approved in writing by the Department.
- B. The caliper (diameter) of tree trunks is measured six (6") inches above ground level for trees with calipers up to and including four (4") inches in caliper, and twelve (12") inches above the ground for larger trees.
- C. The caliper (diameter) of palm tree trunks is to be taken at the widest portion of trunk measured between 1' and 3' above the soil line.

### 580-1.08 Shipment and Delivery:

- A. Contractor shall notify the Department, a minimum of 48-hours in advance (excluding weekends and Holidays), of all plant material deliveries. Contractor shall be responsible for delivery, storage, and security of all Materials specified.
- B. Plant Materials shall be protected from sun-scalding and weather and adequately packed to prevent breakage and drying during transit and storage.
- C. The Department will exercise its option to inspect, select and assist the Contractor with the tagging of plant Materials at the nursery proposed by the Contractor unless waived as in ITEM 580 -1.05 H.
- D. Tamper-resistant identification tags supplied by the Contractor and placed on all trees and palms selected for installation, shall show no evidence of tampering upon inspection for Initial Acceptance (of installation). These tags shall be removed following the Department's Initial Acceptance (of installation).
- E. Plants which do not meet Specifications for quality or size herein stated, or plants that show improper handling, or arrive on-site in an unsatisfactory condition (as described in Florida Grades and Standards), will be rejected. Rejected plants shall immediately be removed, disposed of, and replaced with accepted nursery stock of like variety, size, and age. These plants shall be replaced without additional cost to the Department.
- F. Initial acceptance of plant material for initial payment will be given only after material is planted and after meeting requirements prescribed herein.

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- G. Plant materials may be reserved in advance by the Department from nursery sources provided by the Contractor for predetermined amounts of time prior to shipment and delivery. The reserve period will be designated by the County Department issuing the work order and will begin upon the issue date of the work order. Designated time periods will be 1-90 days, 1-180 days, and 1-270 days. The County will compensate the Contractor a percent of the unit price for each unit of plant material reserved in advance of shipment and delivery. This percentage amount is as follows:

<u>Reserve Period</u>	<u>Percent of Unit Price Paid for Reservation of Plant Material</u>
1 - 90 Days	10%
1 - 180 Days	25%
1 - 270 Days	50%

All advance payments shall be applied to the balance owed to the Contractor by the Department upon the completion of any applicable warranty periods. All post- installation guarantees, as specified in ITEM 585 - 1.11, shall apply to all plants held in reserve by the Contractor with no period of reserve time serving as a replacement for any warranty periods specified within the current contract. The Contractor shall select and maintain all plant materials reserved by the Department in a manner and condition designated in ITEM 580 - 1.05. Reserved plant materials shall conform to the type and quality specification listed in ITEM 580 - 2.02. The Department may, at its discretion, reserve plant materials that are less than the caliper, height, spread, clear trunk or rootball size, as designated in the Bid Item description for each unit listed. However, all plant materials must meet the stated specifications prior to shipment and delivery by the Contractor, unless given a written waiver by the Department. The Contractor shall not accept reserve payment for any plant materials that it knowingly cannot provide at the end of the designated reserve period. The Contractor shall notify designated Department representatives within 24 hours if plant materials reserved for any designated period become unavailable. The Contractor shall make available to the Department like species of acceptable specifications if any reserved plant materials are sold to other parties or otherwise rendered substandard during the designated reserve period. In the event that like species of similar quality are not made available by the end of the designated reserve period, the Contractor shall issue a credit or refund any reserve payments for that quantity of plant materials, at the discretion of the Department. The Department shall forfeit any reserve payments made to the Contractor if the Department elects to delay the scheduled shipment and delivery beyond the reserve period contracted for. The Contractor shall grant the Department a reserve time extension, based on additional payment issued within ten (10) days of the end of the contracted reserve period, unless the Contractor can show that any reserved plant materials would exceed the specifications as listed in the Bid Item description for each unit of plant material during the extension of the reserve period.

### 580-1.09 Tree Transplanting:

- A. The Contractor shall provide tree transplanting services as requested by the Department. This service is to be performed by the Contractor within an agreed upon period of receipt of a Work

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Order. Trees transplanted within 90 days of original installation by the Contractor shall carry the balance of the warranty as specified in ITEM 585 -1.11. No warranties shall apply to trees installed more than 90 days prior to transplantation or trees installed by other parties.

- B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warranted trees. Watering procedures must adhere to the Specifications designated in ITEM 580 -2.06 and SECTION 585 -SITE MAINTENANCE.
- C. Palm tree transplanting procedures include digging, loading, transporting, re-planting with Project Engineer approved backfill material and restaking. The original planting hole must be backfilled and sodded.
- D. Hardwood tree transplanting procedures include root pruning of established trees, digging, loading, transporting, replanting with approved backfill material and restaking. The original planting hole must be backfilled with suitable material at the direction of the Project Engineer.
- E. Use machinery that is designed to root prune tree/palm roots with a clean cut. Do not use machinery that will tear or shred the root system. Cut the root system in quarter sections to allow for new feeder roots to develop. If hand root pruning, use sharp cutting instruments to provide clean cuts (no Tearing or Shredding) to the existing root system. Allow a minimum of 18-24" of space to cleanly cut the roots and fill the root pruned area with proper backfill as specified in 580-2.00 Products, 580-2.01- Subsection A – D (Planting Soil Backfill Mix). Reuse native clean fill mixed with topsoil to promote new root development.
- F. Large Hardwoods trees exceeding 8" Cal. shall be transported/moved by the following method.

To protect the integrity and health of the hardwood to be transplanted, a Certified Arborist or Landscape Architect must be consulted "Prior to Relocation" through the County designated representative to determine the best methodology to relocate the designated transplant material. I.E; "A large Live Oak could be relocated by drilling the trunk with a minimum of a 1-1/2" wood drilling core bit to eliminate damage to the main cambium layer, inserting a 1" solid steel rod through the trunk to attach strapping material to and lifting the tree with no stress on the cambium layer.," or a 90" Tree Spade, or Crane method. These are examples of recommended relocation methods but not inclusive of all methods to relocate material. This is written as a guideline only.

G.

### **580-2.00 Products**

#### **580-2.01 Planting Soil Backfill Mix**

- A. All planting areas (except as directed by the Project Engineer) shall be backfilled with a mixture of prepared plant soil mix as shown below to be accepted by the Department prior to use on each project site. Terrasorb AG (super-absorbent water retainer as manufactured by Industrial Services International, Inc.), or similar product accepted in writing by the

## GENERAL PROVISIONS

Department, shall be added to all non-irrigated planting soil backfill mixes at the rate specified by the manufacturer.

- B. This Work shall consist of removing surface debris and then excavating a planting hole and blending compost with the excavated soil to improve soil quality and plant growth. The Planting Soil Backfill Mix shall be created on the project site by uniformly mixing compost with the excavated soil of the planting hole at a 1:3 ratio (25% compost: 75% excavated soil). Backfill and firm the soil blend around the rootball within the planting hole, as described under Part III – Execution. This specification applies to all types of containerized and balled and burlapped plant material.
- C. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and biosolids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no Materials toxic to plant growth.

Compost shall have the following properties:

Parameters	Range
pH	5.5 – 8.0
Moisture content	35% - 55%
C:N ratio	15 – 30:1
Organic matter	> 50%
Particle size	< 1 inch
Soluble salts	< 4.0 mmhos (dS)
Bulk density	< 1000 lbs/cuyd
Foreign matter	< 1% by weight

- D. This specification covers the properties of **AllGro™** as distributed by: **AllGro**, 4 Liberty Lane West, Hampton, NH 03842, telephone (800) 662-2440. The Contractor shall utilize **AllGro** compost, or Department-accepted equal, as directed above.

### 580-2.02 Plant Material

- A. The words “Plant Materials” or “Plants” or “Trees” refer to and include trees and palms. “Plant Materials” shall also refer to accent plants, ground covers and woody ornamentals. When the words “palms” or “palm trees” are utilized, no reference to other tree types is intended. When the words “trees (excluding palms)” are utilized, no other reference to palm trees is intended.
- B. Plant species shall conform to those species and cultivars indicated on the Plans and in the Specifications.
- C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear

## GENERAL PROVISIONS

trunk height, overall height, spread, and rootball size, as applicable. Container grown plant Materials shall be "Florida Fancy" as described in Florida Grades and Standards , Shrubs, Groundcovers and Vines.

- D. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the Department. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.
- E. Trees are required to be one of the following:
  - 1. Container Grown
    - a. Plastic containers: Trees grown in plastic or other rigid containers shall be well established and in the container for at least 60 days, and not root-bound. Minimum container size guidelines will follow those established by Florida Grades and Standards.
    - b. Fabric containers: Minimum rootball size will follow the guidelines established in Florida Grades and Standards. Trees grown in fabric bags should be properly root-pruned and hardened-off in the nursery following harvesting for 45-90 days.
    - c. All slash pines and wax myrtles are required to be container-grown for entire lives before planting on project sites.
  - 2. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Rootball depth on balled and burlapped (B&B) stock (excluding palms) shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the Department for new root growth.
    - a. Field grown balled and burlapped (B&B) trees are usually specified on the unit Bid price plant list, however upon Department approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, Specifications, and unit Bid prices of B&B trees are adhered to.
    - b. Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics and wire baskets are prohibited unless the Department provides written approval.
- F. Collected plants shall not be used unless specifically called for in the Specifications or accepted in writing by the Department. The type, size, and availability of specific species will be the basis of selection of any collected plants.



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- G. All plants for this project are to be secured from state registered nurseries within the south and central Florida areas (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the Department.

### 580-2.03 Quantities

- A. The quantities shown in the leader call-outs in the Plans govern the required installed quantities. The Plant List summarizing quantities is provided as a reference only. The Contractor is responsible for his own take-off. Discrepancies must be brought to the Department's attention, in writing, at the time of ordering plant Materials.
- B. The Department reserves the right to adjust the number and locations of the designated types and species of plants to be used at any of the locations shown. The Department shall make payment based on the actual quantities installed as approved in writing by the Department.

### 580-2.04 Fertilizer for Plantings

- A. Provide commercial grade granular fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable Equipment, delivered in unopened bags or containers, each fully labeled and complying with Florida State fertilizer laws.
- B. Provide a complete fertilizer with proper ratio of nitrogen (N), phosphorus (P), and potassium (K) for the species, including micronutrient trace elements of iron, manganese, zinc, copper, and boron. Provide acid-based, slow-release (sulfur coated) formulas with at least 50% slow-release of nitrogen and potassium.
- C. For non-flowering trees, use 13-3-13 high sulfur, iron, and potash; and for flowering trees, use 15-4-11 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal).
- D. For palm trees use a 'palm special type' 8-4-10 to include minor elements, very high sulfur, manganese, magnesium, and iron; 50% slow-release nitrogen and potassium; and acid-based (sulfur coated) or accepted equal.
- E. For accent plants, ground covers and woody ornamentals, use 16-4-8 that includes micro nutrients, 25% sulfur coated area, 50% slow release nitrogen, or accepted equal.

### 580-2.05 Top Mulch

- A. Mulch shall be recycled, not harvested wood, and made entirely from the wood and bark of the Melaleuca quinquenervia tree, eucalyptus tree, cypress tree milling by-product, or mixed hardwoods. NO CYPRESS MULCH SHALL BE USED ON STATE ROADS. The mulch shall be shredded, cleaned, sized, and aged (heated) to destroy weed seeds, pathogens, and insects. It shall not contain more than 10% (by volume) bark. Shredded pieces of mulch shall not be larger than ¾" diameter and 1-1/2" in length. Mulch shall be free of weeds, seeds (including Melaleuca spp. seeds), soil, and any other organic or inorganic material.

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- B. Prior to its delivery, mulch shall have been inspected and certified by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proof of delivery shall bear official State of Florida stamp of inspection and certification (Grade AA or A). Deliver in bags or bulk by the cubic yard.
- C. All material specified shall be processed specifically for use as mulch around trees and plant beds. The use of construction wood or wooden pallets (which do not decompose and/or may harbor pests), the use of fresh-wood mulch (which deprives surrounding plants of nitrogen), or the use of color dyed mulches, is prohibited.

### 580-2.06 Water

Contractor shall provide water, labor, and Equipment (including a self-canceling nozzle with a diffuser) necessary to distribute water as required for all installed Materials using hand-watering methods. Existing or proposed irrigation systems will not be relied on to provide water for newly planted Materials. Use water free of elements toxic to plant and/or animal life. Refer to SECTION 585 – SITE MAINTENANCE for detailed watering Specifications.

### 580-2.07 Guying and Staking Material

- A. Support stakes, braces, battens, and anchor stakes pads shall be structurally sound, #2 grade, yellow pine, or #2 cedar; free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.
  - 1. Minimum nominal size of vertical stakes: 2"x4" with the length adjusted as appropriate for proper staking relative to tree height or as per Specifications/details.
  - 2. Minimum nominal size of angled braces: 2"x4" with the length adjusted as appropriate for proper staking relative to tree height as per Specifications/details.
  - 3. Anchor stake pads for braces to be 2"x4" and a minimum of 12" long.
  - 4. Battens for braces to be 2"x 4" and a minimum of 12" long.
- B. Banding at brace battens for heavy trunked palms and specified trees shall be minimum 1" steel manufactured specifically for banding – minimum two (2) bands per palm. Wrap palm trunks (excluding Washington palms) with minimum of five (5) layers of heavy nursery grade, burlap cloth before installing battens.
- C. For small trees using vertical support stakes, trunks shall be secured to such stakes with guying material that is wide, smooth, sturdy and flexible plastic or rubber such as Wellington tape or accepted equal. Guying tape to connect trunk to support stake at 90°. This flexible tape shall replace the traditional guy wire and hose method in order to avoid damage to trunk and branches.



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- D. Unless the appropriate painting Bid item is included in the applicable Work Order, then all vertical stakes, angled braces, anchor stake pads, and/or battens shall be provided and installed as natural, unpainted wood. When the appropriate painting Bid item number is included in the applicable Work Order, then the wood for all vertical stakes, angled braces, anchor stake pads, and/or battens shall be painted Forest Green using Behr exterior grade flat latex paint, or accepted equal, such that there is complete coverage of all surfaces. This painting shall be done prior to delivery of the wood staking and bracing material to the planting site. The only painting allowed at the planting site will be minor touch-up by brush only for saw cuts, abrasions, nicks, etc. There shall be no spray painting at the planting site. Care shall be exercised to avoid wet paint coming into contact with the tree/palm, Wellington tape, banding, or burlap.
- E. To the extent that painted vertical stakes, angled braces, anchor stake pads, and/or battens are proposed by the Contractor for re-use, then in addition to meeting other specification requirements, they shall receive a fresh, complete coat of the above specified paint. This complete paint coverage shall be maintained in good condition until staking and bracing Materials are removed from the planting site. The Department reserves the right, at its discretion, for the Department to paint staking and bracing material.

### 580-2.08 Root Barrier Material

The Contractor shall provide and install rigid root barrier, DeepRoot UB 48-2 by Urban Landscape Products, or flexible fabric root barrier, Typar Biobarrier Root Control System as manufactured by Reemay, Inc., or accepted equal, as directed by the Department or as indicated in the Plans or as required by the permitting agencies. All safety precautions and installation procedures prescribed by the manufacturer shall be adhered to.

### 580-3.00 Execution

#### 580-3.01 General

- A. The Contractor's Work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the Contract Documents or otherwise by the Department.
- B. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. Plants shall be provided complete shade until installation, unless directed differently by the Department. If a balled and burlapped (B&B) tree is not planted within 12-hours of delivery then the rootball shall be kept covered with a moist material to prevent drying of root growth tips until planting. Plants shall not remain unplanted on-site for a period exceeding 24-hours. All sod must be installed within 72 hours of harvest from the source farm. Any sod which is not planted within 24 hours after cutting shall be stacked in an accepted manner and maintained in a properly moistened condition. Any sod left on the Work site for more than 48 hours before installation will be rejected. All sod delivered to the Work

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site will be contained on 48" x 48" wooden pallets and individual pieces be no smaller than 12" x 24".

- C. The Contractor shall install and maintain all plants (through final acceptance) in accordance with the requirements of the project Plans, Bid documents/Specifications, and applicable standards as listed under ITEM 580 -1.04 B.

### 580-3.02 Layout of Planting Holes

- A. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape Plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the field before starting Work. Refer to ITEM 580 -1.03 F for other applicable requirements.
- B. Should the Contractor encounter overhead or underground obstructions, Median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the Department and alternate planting locations or plan modifications will be selected and approved by the Department. Trees which cannot be adjusted to accommodate such conditions and still adhere to clear sight spacing and clear zone requirements, will be eliminated.
- C. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the Department a minimum of 48-hours in advance (excluding weekends and/or Holidays). The Department shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the Specifications, Plans, and details unless otherwise addressed above.

### 580-3.03 Tree and Palm Installation

- A. All planting holes shall be excavated to size and depth specified herein and in accordance with the Plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified or as directed by the Project Engineer. The general planting procedures for all trees and palms, whether B&B or container grown, are similar except as noted below.
  - 1. Container-grown trees and palms:
    - (a) Any container-grown (CG) plants which have become pot-bound or for which the top system is too large for the size of the container, shall be rejected.
    - (b) CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system. At such time, all containers shall be cut and opened fully, in a manner that will not damage the root system.
    - (c) Trees in containers shall be carefully removed from the pots, cans, boxes, or other containers in a manner not to damage the roots or the rootball of soil formed by the

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container. Scraping the rootball on the sides and bottom to stimulate new root growth outside of the existing rootball should be performed prior to placement into the hole.

2. Balled and Burlapped Trees and Palms: Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these plants. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.

If accepted for use under ITEM 580-2.02 E.2.b, synthetic fabrics and wire baskets require special attention. Remove woven plastic fabrics and nylon twine completely after setting the plant in the hole since such nondegradable Materials can girdle stems and roots as they expand through the material. However, this practice may not be feasible when moving large trees that have been sleeved in woven plastic Materials before being placed in wire baskets. Slice the material through the wire basket and remove as much as possible to facilitate healthy root growth into the landscape soil. Once the tree is set in the planting hole, cut off all of the wire basket (that is not under the rootball) before backfilling.

3. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm per the current Florida Grades and Standards. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection, unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.
- B. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by the Department. The depth of each planting hole shall be not less than 6" deeper than the height of the root ball or container as applicable and as per planting details.
  - C. Trees shall be set in planting holes on the specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plumb). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.
  - D. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into place in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle

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below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.

- E. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.
- F. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance, the watering requirements of ITEM 585-3.01 C shall be complied with.
- G. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the Department in writing. Pruning methods shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet the Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the Department. The central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the Department. Remove any tree leader dowels and fasteners at the time of planting.
- H. During the course of planting, excess and waste Materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting operations shall be removed and the area maintained in this finished state until final acceptance.

### 580-3.04 Fertilizing

After planting tree, and prior to mulching the saucer, apply the recommended types and quantities of fertilizer appropriate for tree type according to the manufacturer's recommended rate Specifications for new plantings. Apply fertilizer to the soil surface within the saucer area such that the granular fertilizer is mixed into the top 6" of soil around the edge of the root zone to the perimeter of the saucer berm and then watered in. Never allow fertilizer to touch the trunk of the tree to avoid burning by soluble salts. The use of tablet-type fertilizers such as "Agri-Form" or equal, to be placed in the planting hole prior to backfilling is also acceptable.

### 580-3.05 Mulching

- A. Prior to mulching the saucer area around each tree, remove all weeds, debris, and rocks (over 1" diameter), and then level the soil inside the saucer area surrounded by the circular berm without covering the top of the rootball.

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- B. A 3" layer of the specified biodegradable mulch, suitable to the Project Engineer, shall be placed around all newly planted trees within earth berms surrounding saucers as defined in ITEM 580-3.03 E and as shown on drawings and as specified. For individual plants, the mulch shall be spread to entirely cover the saucer area within the circular earth berm. Mulch shall be installed and maintained a minimum of 3" away from the trunks of all trees. Once in place, the mulch is to be watered until saturated.
- C. This 3" mulch layer shall be maintained around each tree by the Contractor until its final acceptance in order to buffer soil temperature, reduce weed competition, conserve moisture, and increase soil nutrient availability.

### 580-3.06 Guying and Staking

- A. Guy and stake plant Materials as specified and detailed to assure upright form, and in accordance with the following:
  - 1. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x4" (with length sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2') feet into the ground, and at least 12" deep into undisturbed soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.
  - 2. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x4" wood braces (with length sized relative to tree height), toenailed to 2"x4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except for Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10") inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.
- B. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The Department may prohibit completion of any further Work until all plant material has been appropriately staked. The Contractor's guying and staking shall prevent trees from falling or being blown over (including by high winds). The Contractor shall re-straighten, replant, and restake all trees which lean or fall, and remove all trees which are damaged due to lack of proper guying and staking within two (2) Working Days of notification by the Department. The Department will determine if the fallen tree is damaged and is to be replaced. Such



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decision shall not be cause for additional expense to the Department. Damaged trees shall be replaced and guyed or staked at no additional cost to the Department within 30 Calendar Days of notification occurring at quarterly inspections.

- C. All guys and stakes found to be too loose or damaged shall be repaired, tightened, and/or replaced within two (2) Calendar Days of notification by the Department at no cost to the Department. Guys and stakes shall be fully maintained to provide adequate structural support for the plant providing a neat, orderly and clean appearance. In cases of stake or brace damage caused by circumstances beyond those covered in the Contract, such as vehicular accidents, the Contractor shall replace damaged stakes as specified by the Department at Bid price.
- D. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6<sup>th</sup>) and twelfth (12<sup>th</sup>) months following planting. At the Contractor's option, the anchor stake pads shall be either completely removed or driven into the ground such that the top of the stake is a minimum depth of 4" below grade. The Contractor shall notify the Department fifteen (15) Calendar Days prior to removing guying and staking material. Removal of guying and staking Materials shall not relieve the Contractor of any responsibilities of any warranted Materials that may be in place.

### **580-3.07 Maintenance Prior to Initial Acceptance (At Installation)**

The Contractor's maintenance shall commence after each plant is planted and shall continue until initial acceptance (at installation), after which the formal minimum twelve (12) month maintenance/guarantee period shall commence. All maintenance operations before and after Initial Acceptance (at installation), shall be conducted consistent with Specification SECTION 585 -SITE MAINTENANCE, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plants. Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the Department, disturbed areas shall be re-sodded to match existing turf at no additional cost to the Department.

### **580-3.08 Sod Installation and Maintenance Prior to Initial Acceptance**

- A. Elimination of Existing Turf Cover: Existing vegetation cover is to be sprayed with a non-selective herbicide such as Glyphosate (Roundup) or equivalent. Herbicide is to be applied at a rate of active ingredient per gallon as specified on the product label. All spraying must be done with a low volume / low pressure sprayer and applied in a manner that will minimize drift and contact with adjacent plant Materials or vehicular traffic. No spraying will be allowed under inclement weather conditions or wind in excess of 10 miles per hour. If an indicator dye is used in the spray mixture, it must not come into contact with the curb, gutter, traffic

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separator, or other concrete surfaces. The Contractor is responsible for the removal of any stains caused by indicator dyes to these surfaces. The resulting dead vegetation is to be raked and removed.

- B. Site Preparation: The site is to be prepared for sodding by the removal of debris such as sticks, rocks, roots and litter and the establishment of final grade. The location of any existing irrigation systems are to be noted and all sprinkler heads flagged prior to the beginning of site preparation Work. All holes and depressions are to be filled with backfill material that consist of 50% sand and 50% organic soil. Existing high spots in the Median surface are to be leveled with the resulting grade facilitating the sheet-flow of water to the curb line. The soil perimeter at the inside curb line is to be excavated to a depth of  $\frac{3}{4}$ " to 2" to allow the top of the base of the installed sod to be flush with the top of the curb. Any soil that is spilled outside of the Median must be removed immediately.
- C. Sod Installation: The sod is to be placed onto the prepared site in a pattern with staggered seams. All sodding must be done in contiguous areas with no large gaps between planting sites. Each piece of sod must be abutted against the one adjacent to it. All gaps between pieces of sod will be filled with partial sod pieces or topsoil. No gaps greater than  $\frac{1}{2}$ " in the seams between the individual pieces of sod will be accepted. All parts of the sod must be in firm contact with the soil surface and any corners or edges that overlap other pieces of sod must be trimmed. The sod must be kept 2 feet away from the trunks of any existing trees with a symmetrical circle of bare ground being established around each tree. All sod shall be top dressed with screened soil mixture of 75% organic soil and 25% sand that is free of rocks sticks or other debris. After the topdressing operation is completed the sod is to be compacted with a 1,000 lbs. roller.
- D. Site Cleanup: All wooden pallets, partial sod pieces, piles of backfill material, Equipment and debris must be removed from the job site prior to the approval of substantial completion.
- E. Irrigation: As soon as the area covered by a single zone of irrigation is sodded, the system should be activated and 0.10" to 0.25" of water applied to the sod. The newly planted sod is to be irrigated twice a day between the hours of 10:00 a.m. and 2:00 p.m., unless watering restrictions are in effect, for a period of 10 days or until a root system has been established as evidenced by substantial resistance when the sod is pulled away from the soil base.
- F. Mowing: The Contractor is responsible for an initial mowing of the sod with St. Augustine "Floritam" mowed at 3" and Bahia "Argentine" at 3.5" with a rotary type mower. If the mower is equipped with a side-delivery chute a deflection device should be used to eliminate the discharge of grass clippings into Roadway lanes.

### 580-3.09 Installation of Accent Plants, Ground Covers and Woody Ornamentals

- A. Elimination of Existing Vegetative Cover: shall conform to the Specifications contained within ITEM 580 -3.08 A.

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- B. **Site Preparation of Planting Beds:** The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and litter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site or reused on site at the discretion of the Department.
- C. **Installation of Plant Materials:** Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by making vertical cuts to the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade. "Terrasorb AG", or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with the specified soil mixture and shall be firmly compacted and watered-in, so that no air pockets remain.
- D. **Pre-emergent Herbicide Application and Mulching:** The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G", or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Mulch products used in bed plantings shall conform to the Specifications as listed in ITEM 580 -2.05.

### 580-3.10 Basis of Payment

All cost associated with the performance of this Work under this Contract including but not limited to all Materials, labor, and Equipment required to successfully establish the plant material and to complete the incidental Work shall be included in the unit Bid item price for the individual plant material.

Payment for these items shall be on an 'each' basis.

## END OF SECTION

## SECTION 585 SITE MAINTENANCE SPECIFICATIONS

### SECTION 585 IS ADDED TO THIS SPECIFICATION

#### 585-1.00 General

#### 585-1.01 Work Included

- A. The maintenance Work consists of providing all labor, Materials, Equipment, permits, maintenance of traffic, and incidentals necessary to perform all required landscape maintenance commencing after each tree is planted and continuing until final acceptance at the



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end of the maintenance/guarantee period. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.

- B. Grassed areas beyond the perimeter of the earth berm/watering saucers will be maintained by others.

### **585-1.02 Related Work Specified Elsewhere**

Section 580 – Landscape Installation: These provisions shall apply to all Work in Section 585 Site Maintenance as appropriate.

### **585-1.03 General Operating Specification**

Refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (2021 edition), as the general operating specification document, however Section 580, Landscaping is deleted and replaced with the Specifications for LANDSCAPE INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585) herein. Maintenance of traffic requirements are described in the Contract Documents.

### **585-1.04 Protection**

Protect all plants, wildlife, site furniture, paved surfaces, and buildings during maintenance procedures and the application of chemicals. When using Equipment and chemicals, use according to manufacturer's directions and Specifications. Repair or replace any items damaged through improper use of Equipment or application of chemicals at no cost to the Department. Contractor shall submit a copy of the applicable pest control licenses to the Department and Material Safety Data Sheets for all products to be used for this Work. Apply all chemicals after 48-hours' notice to the Department and at a time and in such a manner that the public will not be in contact with nor have any real or imagined harm done to them by the application including, but not limited to, herbicides, insecticides, and fungicides.

### **585-1.05 Coordination of Maintenance Schedule**

Coordinate and schedule all Work through the Department. The Contractor shall submit a detailed maintenance schedule for the minimum twelve (12) month maintenance/guarantee period (divided into anticipated quarterly Work Plans) to the Department for review within fifteen (15) Calendar Days of receipt of Work Order and before Initial Acceptance (of installation).

### **585-1.06 Quality of Operation**

Provide the maintenance services in a professional manner and keep all areas in a clean, orderly, and safe condition, satisfactory to the Department at all times. Abide by all applicable federal, state, and local laws, ordinances, and regulations.

### **585-1.07 Personnel**

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- A. During all maintenance Work hours, provide a qualified, English speaking and competent person in the Work area who is authorized to supervise the maintenance operations and to represent and act for the Contractor.
- B. All personnel shall be required to wear proper attire which, as a minimum, includes a standard shirt carrying company name and/or logo, present a good appearance and maintain a professional code of conduct.
- C. All personnel shall take lunch breaks and use restroom facilities in appropriate areas off site.

### **585-1.08 Equipment**

- A. All vehicles shall be maintained in good working order, affixed with a company name/logo, painted, with no visible rust and shall be parked on pavement in public areas only. Provide protection of paving from loading ramps. Use tarps/plywood to protect from oil.
- B. Fueling mowers, edgers, etc. shall be completed prior to unloading Equipment. Re-fueling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by Contractor.
- C. No storage or provision for storage shall be made on site for maintenance Equipment or Materials. Contractor shall be responsible for transporting Equipment and Materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written agreement.

### **585-1.09 Monthly Reports**

On or before the tenth day of each month, submit for approval a written report describing in detail all Work performed by the Contractor under this Contract during the past month (including replacement, mulching, fertilizing, pruning, and chemical application activities). The report shall also include: dates of site inspection(s) by qualified personnel as described in ITEM 585 -1.07; observations of the general health and vitality of all plantings; the locations and severity of any pests encountered; detailed descriptions of all chemical treatments applied; the general condition of areas maintained; descriptions of damage and vandalism; repair or maintenance recommendations; and the proposed general and landscape maintenance program to be performed by the Contractor during the next month. Department shall approve format of monthly reports, and require revised formats as necessary.

### **585-1.10 Routine Quarterly Inspections**

During the minimum twelve (12) month maintenance period, the Contractor will be required to make maintenance inspections with the Department on a quarterly basis for weeks number 13, 26, and 39 from the date of Initial Acceptance (at installation) at a time scheduled by the Department. Problems identified during these inspections and corrective actions to be taken (with time frames) will be listed by the Contractor and be incorporated into an amended version of the upcoming quarter's Work plan, unless otherwise indicated by the Department.

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### 585-1.11 Guarantee, Replacement, and Final Inspections

- A. Guarantee: All Work shall be guaranteed during the minimum twelve (12) month maintenance/guarantee period during which all plants are to be maintained to meet Florida Grade No. 1 as per Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services (henceforth referred to as Florida Grades and Standards). All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.
- B. Replacements: The Department will be the authority to determine which “Replacement Category” described below applies to each tree and what, if any, action is to be taken.
1. If, at any time during the minimum twelve (12) month maintenance/guarantee period, the Department identifies trees that are substandard, unhealthy, dead, damaged or otherwise in unsatisfactory condition, then such trees shall be removed and replaced/staked by the Contractor as per the following at no additional cost to the Department.
    - a. Remove such trees within fifteen (15) Calendar Days of written notification by the Department, and fill planting holes immediately with soil to finish grade level. This notification may occur at any time in addition to quarterly inspections.
    - b. Replace such trees within thirty (30) Calendar Days after the written notification occurring at quarterly inspections.
    - c. The Department reserves the right to remove any unhealthy, substandard, damaged, or dead trees with prior notification to the Contractor, however, the Contractor shall replace such trees as per these Specifications.
  2. Fallen or leaning trees shall be removed (if damaged or otherwise substandard) or uprighted/restaked (if apparently healthy and meeting Florida Grade No. 1).
    - a. Those trees requiring removal shall be removed within two (2) Working Days of written notification by the Department. Planting holes of removed trees shall be immediately filled with soil to finish grade level.
    - b. Those trees requiring uprighting/restaking shall be corrected within 12 hours notification by the Department. The Department, without prior notification to the Contractor, reserves the right to remove, reposition, any fallen or leaning tree encroaching into a vehicular travel lane or creating any other situation affecting public health, safety, welfare.
  3. Trees showing clear evidence of being damaged or knocked down by vehicular accidents will be removed by the Department and replaced by the Contractor on a unit cost basis within thirty (30) Calendar Days after the written notification occurring at quarterly inspections.

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4. The Contractor shall notify the Department in writing of each successfully completed tree removal and/or replacement and each shall be identified by station number location shown on the planting Plans.
5. All replacement trees shall become guaranteed for a minimum of twelve (12) months from the date of their initial acceptance for replacement installation, and follow the same maintenance/guarantee period requirements specified herein for originally planted trees.

### C. Final Acceptance:

1. The Contractor shall notify the Department in writing fifteen (15) Calendar Days prior to presumptive completion of maintenance/guarantee period in order for the Department to schedule a semi-final inspection. Said maintenance/guarantee period shall be continued until the final inspection is complete and the final acceptance of the project is granted by the Department.
2. Within seven (7) Calendar Days of the notice in ITEM 585 -1.11 C.1, a semi-final inspection will be scheduled by the Department with the Contractor. Following the semi-final inspection, the Department will provide the Contractor with a list of deficiencies including necessary replacements and required time frames for completion. Replacements, including those in ITEM 585 -1.10 B, shall occur prior to final inspection and before final acceptance is granted. When the Work specified by the Contract is found to be completed to the Department's satisfaction, the semi-final inspection shall constitute a final inspection.
3. Upon satisfactory replacement of material and performance of required Work by the Contractor, another semi-final inspection shall be made. If the required material is found to have been replaced and the Work completed satisfactorily, then this shall constitute the final inspection.
4. When, upon completion of the final inspection, the Work is found to be completed satisfactorily, the Department shall give the Contractor written notice of final acceptance.
5. Notwithstanding the above, the Department reserves the right to accelerate the date of any final acceptance (thereby ending the maintenance/guarantee period) when the Department deems such action is in the Department's best interest.
6. Earth berm rings utilized to retain water within the saucer area of each tree (located at the perimeter of the planting hole, 1.5 times larger than the rootball) must be maintained at minimum 6" height throughout the entire guarantee period, but are to be knocked down to level grade just before the semi-final inspection for each tree. The grassed areas affected by the reshaped mulched areas shall be treated with an herbicide as per manufacturer's Specifications for weed-removal before applying mulch. A 3" layer of mulch shall be applied by the Contractor to the entire eye-shaped area before final acceptance. The mulch area of trees that are clustered in tight groupings may be merged to form one mulch bed if approved in writing by the Department.

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### 585-2.00 Products

#### 585-2.01 Landscape Maintenance Materials

- A. Water: Use water free of elements toxic to plant and/or animal life. Contractor shall provide (within the unit cost for each tree) labor and Equipment necessary to distribute water as required for all installed Materials using hand-watering methods. Existing or proposed irrigation systems should not be relied on to provide water for newly planted Materials.
- B. Replacement Trees: Conform to the type, species, grade, standard, size and method of installation as originally specified unless otherwise directed in writing by the Department. For replacement trees which differ from the original plants, the Contractor must obtain prior written approval by the Department, and submit a credit/debit statement, as appropriate.
- C. Planting Soil Backfill Mix: As specified in SECTION 580 -LANDSCAPE INSTALLATION.
- D. Fertilizer: As specified in SECTION 580 -LANDSCAPE INSTALLATION.
- E. Top Mulch: As specified in SECTION 580 -LANDSCAPE INSTALLATION.
- F. Herbicides: Use herbicides recommended for the control of the types of weeds encountered as recommended by the University of Florida Cooperative Extension Service.
- G. Insecticides: Use insecticides recommended for the control of the types of insect pests encountered. Insecticides shall be EPA approved.
- H. Fungicides: Use fungicides recommended for the control of the types of fungi encountered. Fungicides shall be EPA approved.

### 585-3.00 Execution

#### 585-3.01 Landscape Maintenance

General: Maintain all plantings in a healthy, vigorous and attractive condition so as to maintain the required Florida Grade No. 1 for all plantings as per Florida Grades and Standards, commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

##### A. Tree and Palm Maintenance:

##### 1. Pruning and Trimming:

- a. Trees (excluding palms): Prune all trees to remove dead, broken, or infected branches, suckers, vines and dead or decaying stumps and all other undesirable growth. Perform pruning to maintain Florida Grade No. 1 growth habit. To enhance the appearance of

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specific trees, the Department may request additional pruning. Perform all pruning in accordance with American Association of Arborists standards and recommendations and also those of Florida Grades and Standards. Do not remove more than 15% of branches unless otherwise approved in writing by the Department. Buckhorning (also called 'hat-racking') of any tree is not permitted.

- b. Palms: Prune all palms to remove dead or substantially brown fronds only.
  - c. Debris Removal: Remove and properly dispose of off-site all clippings, leaves, branches, sticks, and twigs after each pruning.
2. Fertilization: Apply specified complete fertilizers that are accepted by the Department at manufacturer's recommended rates. Notify the Department 48-hours in advance of applications. Consistent with Contractor's submitted detailed maintenance schedule in ITEM 585 -1.05, fertilize all trees two (2) times per year between March and October (no closer than four (4) months apart). Broadcast fertilizer inside saucer area around the edge of the root zone. Fertilizer must not be allowed to touch the trunk.
  3. Mulching:
    - a. Maintain a three foot (3') radius ring with a three (3") inch layer of mulch in all plant beds around all trees. Replenish to specified depth prior to each quarterly inspection during the minimum 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.
    - b. The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm of saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.
  4. Weed Control: On a monthly basis, remove weeds mechanically or by spot treatment with accepted herbicide in all plant beds (including the mulched saucer area and the surrounding earth berm). All herbicides, including pre-emergents, are to be used according to label Specifications during the maintenance period. All planting areas/mulched areas shall be weed-free for the final inspection.
  5. Sucker Removal: Remove sucker growth monthly from all areas of the trunk, its base, and root zone.
  6. Insect Control: Control insect pests which infest plant Materials, and control ant mounds which may occur in landscape areas. Record insecticides and other remedies on the monthly Work report.
  7. Plant Replacement: Refer to ITEM 585 -1.11 B.
- B. Watering:

## GENERAL PROVISIONS

1. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.
2. The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

Water Use Guidelines			
Amount of Water Applied:			
Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute maximum.			
Minimum Frequency Guidelines for Hand-Watering:			
Material	Day	Frequency	No. Applications
Trees	1 – 30	Daily	30
“	31 – 180	Every 3 <sup>rd</sup> Day	50
“	181 – 325	Every 7 <sup>th</sup> Day	20
“	326 – 361	Every 12 <sup>th</sup> Day	3

3. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Contractor shall adjust as needed for optimum plant health. The minimal frequencies suggested above shall not limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.
4. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping earth berm and saucer, tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Department.
5. Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.
6. Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's monthly reports.



## GENERAL PROVISIONS

- C. Monthly Reports: Complete monthly reports as described in ITEM 585-1.09.
- D. All cost associated with the performance of Work under this Contract including but not limited to all Materials, labor, and Equipment shall be included in the unit Bid item price for each tree, shrub and or ground cover/turf.

### END OF SECTION

## SECTION 590 IRRIGATION SYSTEM CONSTRUCTION

**SECTION 590 IS ADDED TO THE SPECIFICATION AS FOLLOWS:**

### **590-1.00 General**

#### **590-1.01 Scope of Work**

- A. Irrigation systems shall be constructed using sprinklers, valves, piping, fittings, controllers, wiring, etc. of sizes and types as shown on the drawings and as called for in these Specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

Sprinkler lines, valves, piping, wiring, etc. are essentially diagrammatic. Minor adjustments in location to suit field conditions are anticipated. Major relocations shall have prior approval of the Department.

Unless otherwise specified or indicated on the drawings, construction of the irrigation system shall include furnishing, installing and testing of all mains, laterals and fittings, furnishing and installing of sprinkler heads, gate valves, control valves, controllers, and control wires, etc.; all necessary specialties and accessories such as backflow preventers, pump stations, excavation and backfill, and all other Work in accordance with the Plans and Specifications as required for a complete system.

- B. The Contractor shall obtain all permits and pay required fees to any governmental agency having jurisdiction over the Work. Inspections required by local ordinances shall be arranged



## GENERAL PROVISIONS

as required. Upon completion of the Work, satisfactory evidence that all Work has been installed in accordance with the ordinances and code requirements shall be furnished to the Department.

- C. While working on Medians or on the roadside, proper traffic control shall be used to protect workers and the public. Traffic control operations for installation and for future maintenance shall be in accordance with the Palm Beach County Streetscape Standards Manual, current edition, and as stated in the Maintenance of Traffic Section in these Contract Documents. All Work shall be done in accordance with all local and state codes and standards. All above ground apparatus and structures that are installed shall be kept a minimum of 6' from the adjacent travel lane.

### 590-2.00 Products

#### 590-2.01 General

All Materials to be incorporated in this system shall be new and without flaws or defects and of the quality and performance as specified and meeting the requirements of this section. All material to be incorporated into an irrigation system that utilizes re-use water shall have the appropriate labels and bear the proper color (lavender) as required by the service provider. All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

#### 590-2.02 Pipe and Fittings

Pipe sizes shall conform to those shown on drawings. No substitutions of smaller pipe sizes will be permitted but substitutions of larger sizes may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

##### A. Polyvinyl Chloride (PVC)

1. All plastic pipe shall be continuously and permanently marked with the following information:
  - a. manufacturer's name
  - b. pipe size
  - c. schedule number, class or SDR number
  - d. type of material
  - e. code number

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2. Unless otherwise noted on the drawings, all plastic pipe fittings shall be Schedule 80 polyvinyl chloride free from manufacturing defects.
  3. Solvents used for joining must comply with the requirements of ASTM-D-2466 and be recommended by the manufacturer of the plastic pipe used.
  4. All PVC main lines 2 ½" or larger shall have provision for expansion and contraction provided in the joints. All joints shall be designed for push-on connection. A push-on joint with a coupling manufactured as an integral part of the pipe barrel consisting of a thickened section with an expanded bell with a groove to retain a rubber sealing ring of uniform cross section similar and equal to Johns-Manville Ring-Tite and Ethyl Bell Ring or made with a separate twin gasket coupling similar and equal to Certainfeed Fluid-Tite are acceptable. Circular gaskets shall conform to the requirements of ASTM designation F477. All O-ring pipe shall be Class 200.
  5. All tees and elbows connecting to the o-ring mainline shall be ductile iron manufactured for use with PVC O-ring pipe, Harco or accepted equal.
  6. Underground detectable marking tape shall be Line Guard or accepted equal.
  7. When directional bore is chosen as the method by which to install sleeves, the main line pipe shall be smooth continuous HDPE SDR 11 with appropriate fittings for connection to Rigid PVC O-ring main line. Manufacturer shall be KAF-FLEX, (800) 451-7646 or accepted equal.
  8. Main line, 2" or smaller, shall be Schedule 40 PVC or HDPE with Schedule 80 PVC fittings.
  9. All lateral lines shall be Schedule 40 PVC.
- B. Galvanized Steel: Galvanized steel pipe shall conform to the requirements of ASTM Designation A 120, Schedule 40. At threaded joints between PVC and metal pipes, the metal shall contain the socket end and the PVC side, the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.
- C. HDPE SDR 11: HDPE SDR 11 shall conform to the requirements of ASTM, ANSI, AWWA, etc., standard specification is incorporated by reference in these Specifications, the reference standard shall be the latest edition and revision

### 590-2.03 Risers

## GENERAL PROVISIONS

- A. All sprinklers shall have a flexible riser assembled by the use of flexible polyethylene pipe. The inside diameter of the polyethylene pipe shall be the same diameter as the sprinkler head inlet.
- B. Swing joints used with rotor and spray bodies shall be by Lasco or accepted equal.

### 590-2.04 Valves

- A. Backflow Preventer (used only for potable water supply): The backflow preventer shall be a Reduced Pressure Zone (RPZ) type, as accepted by Palm Beach County Water Utilities Department, capable of having a flow rate that is greater than or equal to that which comes from the meter.

The backflow preventer body shall be constructed of bronze and the internal parts of stainless steel. A backflow preventer is not required for reclaimed water (gray water), but a check valve of the same size as the delivery line is required.

- B. Manual Valves: All zone shut-off valves of sizes 2" or smaller shall be all bronze double disc wedge type with integral taper seats and non-rising stem. Those in-ground shall be installed in a separate valve box. Gate valves shall be NIBCO, T-113-K or equal American made, conforming to MSS SP-80 @ 200psi/13.8 Bar
- C. Automatic Control Valves: Shall be Irritrol 100P-1.5 FC with omni-reg pressure regulator, Toro P-220-27-0-6 (pressure-regulated angle type), or accepted equal. All remote control valves are to have standard solenoid to be compatible with the Two-Wire control system and the irrigation controller, as per plans, details and specifications. All control valves shall be provided with an equal sized gate valve installed upstream from the control valve and included in the same valve box.
- D. Pressure Relief Valves: The pressure relief valve shall maintain constant upstream pressure by passing or relieving excess pressure, and shall maintain close pressure limits without causing surges. The pressure relief valve shall be a fast opening, slow closing, 125 class flanged globe type valve. See Plans for size (1" minimum) and opening pressure.
- E. Air/Vacuum Relief Valves: The air/vacuum relief valve shall be a 2" AR Series Combination Air and Vacuum Release Valve by BERMAD, or accepted equal. Install a 1" gate valve to allow isolation of relief valve for periodic cleaning and maintenance. The relief valve shall be installed in an approved valve box on a 1 2/" 'swing joint' vertical riser affixed to a saddle tap at the top of the mainline at the highest location in the system in both directions from the source

## GENERAL PROVISIONS

or as directed. Install in a traffic rated valve box per section 590-2.05.

### 590-2.05 Valve Box

To be polymer concrete with fiberglass reinforcement with a minimum “Tier 15” or Tier 22 traffic rated cover, embossed with the word ‘Irrigation’, as certified by the manufacturer. Recommended manufacturers are CDR systems Corp., Ormond Beach Florida and Quazite, Lenoir City, Tennessee, or accepted equal. Optional sizes shall be a minimum of 18" X 12"x12" or 18" X 18"x12" or larger if more than 1 ACV is to be installed with cover (no metal). The appropriate valve zone numbers shall be tagged or stenciled on the underside of the lids. Color of valve box to correspond with type of water used.

### 590-2.06 Sprinkler Heads

- A. Quick Coupler Valves: Quick coupler valves shall be two-piece heavy duty brass with locking vinyl cover. Rainbird Model #33 DL RC or accepted equal to be used where specified on the drawings. Provide (2) Model 2049 cover keys with (2) swivel hose ell adapters, Model SH-O or those suitable for use with equal manufacturer. Any quick-couples used with reclaimed water or surface water must be permanently labeled “Do Not Drink” in English and in Spanish.
- B. Sprinkler Heads: Toro 570Z PRX, or accepted equal shall be provided where specified on the drawings. Rotor heads shall be Hunter I-20 with stainless steel risers, K-Rain Pro-Plus, Toro EZ Adjust, or accepted equal. All heads located on slopes shall be equipped with a Check Valve Seal.
- C. Bubbler Heads: Bubbler heads shall be adjustable with a full circle delivery pattern. Rainbird 1300 A-F, Toro 514-20, Irritrol 533 or accepted equal, shall be provided where specified on the drawings.

### 590 - 2.07 Electrical Control Wiring

All electrical control wiring shall be UF which has been approved for direct underground burial.

- A. Ground/common wire shall be American wire gauge size 12.
- B. Control wire shall be American wire gauge size 12, or as specified on the drawings.
- C. Electrical control wire Two-Wire system cable decoder cables between the controllers and the decoders shall be Hunter 1D1 GRY, 1D1PUR, 1D1YWL, 1D1ORG, 1D1BLU and/or 1D1TAN Twisted Blue and Red insulated solid copper conductors, 14 Gauge, 14/2 AWG

## GENERAL PROVISIONS

A.K.A Paige P7313D Direct Burial Decoder Cable Part Number 1701116RB with high density polyethylene insulation as manufactured by Paige, Two-Wire Control System wiring between the single decoders and the zone valve shall be 14/2 AWG Paige DTS Cable.

- D. Insulation shall be 075" thick minimum covering for positive waterproof protection of 14/2 AWG.
- E. Waterproof 3M DBY and DBR-6 wire connectors shall be used for all wire connections per the details.

### 590-2.08 Pump Station

A. Pump shall be as specified on the drawings.

1. Submersible pump requires the following:

- a. A cased well of appropriate size and depth as specified on the drawings to accept the specified pump and motor (see well Specifications).
- b. A submersible pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Aerometer or accepted equal to be installed with a pressure relief valve. Submit performance curves prior to installation.
- c. One 6" thick concrete, below-ground vault, Model #PB4848-48 by Oldcastle Precast, Inc., or accepted equal. Required inside dimensions shall 48" x 48" x 48" deep. Vault shall have a concrete bottom containing drain hole(s) and an Aluminum 48" x 48" cover. 300 PSF load rating, Model #ADP300 by U.S.F. Fabrication, Inc., or accepted equal. The vault shall be core drilled as necessary to connect tanks to discharge pipe (see Item d below).
- d. One rust control tank and one fertigation tank. Tanks shall be 55-gallon capacity, 20" dia. x 38" deep seamless molded plastic, minimum 1/8" thick, Model # TC2038IA by Chem Tainer Inc., or accepted equal. Tanks shall have piped connections to two injector pumps then to the discharge side of the pump. Injector pumps shall be wired to pump control and be capable of delivering between 10 and 100 parts per million. Pumps shall be a solenoid driven metering pump by LMI Unidose, Model # UO42-281, or accepted equal.
- e. Electrical Equipment shall be mounted on an aluminum, unistrut rack (3" x 1'-4" U-Channel uprights with 2" x 1/4" L-Channel cross braces). The rack shall contain the

## GENERAL PROVISIONS

irrigation controller and motor control/starter in a NEMA 4x enclosure, injector pumps (see Item d above) and a NEMA 4x circuit breaker panel with manual shut-off. A rain switch, Rainsensor Series # RS1000 by Irritrol, or accepted equal shall be required. Connection from the irrigation controller to the rain switch shall be via a conduit adapter mounted on a pole, per code, or through the integration of a wireless rain cut-off. All electrical Work must be performed by a licensed electrician. Electrical service meter shall be mounted 36" above grade on its own unistrut rack at the base of the pole where the riser has been installed and provided with a 2P3W Fused NEMA 4X rated stainless steel Manual Disconnect with UL Class RK-5 Fuses, all sized per applicable codes for the pump being installed.

- f. For pumps 5 HP and larger, an Ames C1a Valve, or accepted equal pressure regulating and pressure sustaining valve, pressure gauge followed by a gate valve, both of the same size as the main line.
  - g. A Coast Guardshack cage fabricated from expanded steel, or accepted equal, to enclose the well head and both valves, mounted on a concrete pad as per the manufacturer's Specifications.
  - h. Concrete vaults shall contain sump pumps wired to the power panel. Pumps shall be ¼ hp, Myers, Model # 525VI, 115 V, or accepted equal. Install PVC discharge pipe just below grade for a minimum distance of ten feet with a 4" PVC pop-up discharge blow off cover by NDS or accepted equal.
2. Centrifugal pump station requires the following:
- a. A cased well of appropriate size and depth as specified in the drawings (see well Specifications).
  - b. A centrifugal pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Flint & Walling with brass impeller (for all 3hp or smaller pumps), Goulds, Sta-Rite, Sullivan Electric or accepted equal, to be installed with a pressure relief valve and Hot Stop or similar emergency shut-off device. Submit performance curves prior to installation.
  - c. Concrete vault as described in Item 2.08-A1c above.
  - d. Rust control and fertigation tanks as described in Item 2.08-A1d above.
  - e. Electrical Equipment and mounting as described in Item 2.08-A1e above.

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- f. Pressure regulating valve with a pressure gauge as described in Item 2.08-A1 f above.
  - g. A pump enclosure, Canal Screens, Inc., or accepted equal, sized to house the pump and the pressure regulating valve and gate valve if applicable, set on an aluminum skid and anchored to a concrete pad of the size recommended by the enclosure manufacturer.
  - h. A check valve on the intake side of the pump of the same size as the intake pipe installed either inside or outside of the pump enclosure.
3. Potable, reuse or surface water supplies require the following:
- a. Plans shall be submitted to the appropriate water utility for review. Contractor shall pay any plan review fees. Palm Beach County will arrange for water service and tap, and will pay any service initiation fees.
  - b. An RPZ backflow preventer, as accepted by Palm Beach County Water Utilities Department, Ames Cla Valve or accepted equal, pressure regulating and pressure sustaining valve, pressure gauge followed by gate valve installed by a licensed plumber beyond the water meter.
4. When reclaimed water is used, the requirements are the same as those for potable water, except that a check valve shall be installed instead of the RPZ backflow preventer.
5. When the water source is surface water such as a lake or canal, the requirements are the same as those for a centrifugal pump station except for the well. In addition, the suction pipe shall be fitted with a Plum Creek, Aqua Queen or accepted equal, self-cleaning intake screen installed as per manufacturer's Specifications.
- B. Pipes, valves, fittings, etc., shall be galvanized steel in sizes and locations as shown on the Plans. No PVC shall be used above ground.

### 590-2.09 Controller

Shall be Sentinel Field Satellite as manufactured by Toro, or accepted equal, in stainless steel wall-mounted cabinet, mounted on an aluminum unistrut (see Item 2.08-A1e above). Provide an additional 120V, 15 AMP electrical outlet for auxiliary power and a Data Industrial Model IR-PR flow sensor (size determined by size of mainline). Flow sensor shall be located as indicated in details within a 11" x 11" x 18" polymer concrete box with fiberglass reinforcement and fitted with a locking traffic rated cover. Provide each satellite controller with a hand held radio and radio

## GENERAL PROVISIONS

port, one surge protection board, antenna or Aircard, U.L. approved ground rod/plate protection (separate grounding protection is required from the pump station) and pump start. Contractor shall be responsible for hook up and verification of positive connection to Central Controller. Pump controls shall be mounted on aluminum unistrut with fused shut-off, meter and rain sensor. Electrical service shall be U.L. approved, installed by a licensed electrician and provided with a molded breakaway plug and connector installed in a traffic rated approved in ground pull box.

**Toro Sentinel** "Water Management System" central controller, or approved equal. This unit shall communicate with the central, and have a mother-board and one 96 Station daughter-board which is compatible with a two-wire communication path with Toro ISP decoders.

For information and prices, contact Hector Turf at (954)429-3200.

### **590-2.10 Communication Tower**

Shall be a freestanding tripod G-25 by ROHN, or accepted equal, with 12" spacing. Antenna shall be installed per manufacturer's directions in the location indicated in the Plans or as directed by Department personnel. The number of sections required to provide positive communications shall be determined at the time of installation.

### **590-3.00 Execution**

#### **590-3.01 Surface Conditions**

##### **A. Inspection**

1. Prior to all irrigation Work, the Contractor shall carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. The Contractor shall coordinate Work with electrical and paving Contractors, as needed.
3. The Contractor shall verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original designs, the referenced standards, and the manufacturers' recommendations.
4. The Contractor shall call Sunshine State One-Call of Florida, Inc. at 1-800-432-770 to verify utility locations at least 48 hours prior to digging. The Contractor shall be responsible for contacting or locating other utilities. The Palm Beach Water Utilities Department also must be contacted at (561) 641-3429, or the appropriate water utility



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having jurisdiction over the project area, to verify locations and depths of underground utilities.

5. If the irrigation system is damaged as a result of improper construction or coordination on the part of the Contractor, the damage shall be repaired by the Contractor at no expense to the Department.

### B. Discrepancies

1. In the event of a discrepancy, the Contractor shall immediately notify the Department. 100% coverage and 100% overlap is required regardless of any site changes.
2. The Contractor shall not proceed with the installation in areas of discrepancy until such discrepancies have been fully resolved in writing by the Department.

### 590-3.02 Field Measurements

The Contractor shall make all necessary measurements in the field to insure precise fit of items in accordance with the Specifications found in the drawings. The final layout of the project must be approved by the Department before any Work commences.

### 590-3.03 Trenching and Backfilling

- A. Trenching for plastic pipe shall be excavated to sufficient depth and width to permit proper handling and installation of pipe and fittings. The backfill shall be thoroughly compacted and leveled off to adjacent soil level. The backfill shall contain no lumps or rocks larger than 3 inches. The top six inches of backfill shall be free of rocks larger than 1", subsoil or trash. Pipe trench shall be sodded if placed in an existing sodded area and shall not settle after backfilling.

### B. Minimum Depth of Cover:

1. The minimum depth of cover for main lines shall be 24" with a layer of Line Guard installed at a depth of 6".
2. For lateral lines on the discharge side of the E.R.C.V., minimum depth of cover shall be 18".
3. For Line Guard (main lines only), minimum depth of cover shall be 6".

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4. Requirements of the FDOT Utility Accommodation Manual and the specific Utility Permit Conditions shall take precedence over the above standards for work in State Roads

### 590-3.04 Installation of Piping

#### A. Inspection of Pipe and Fittings

The Contractor shall carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs, and reaming as required. Install all pipe with all markings up for visual inspection and verification.

- B. The Contractor shall coordinate Work with Site Contractor to locate sleeves of size and location as shown on the drawings.

#### C. Plastic Pipe

1. The Contractor shall exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid bending and concentrated external load.
2. The Contractor shall repair all dented and damaged pipe by cutting out the dented or damaged section and rejoining with a coupling.
3. In joining, use only the specified solvent and make all joints in strict accordance with the manufacturer's recommended methods. Give solvent welds at least 15 minutes set up time before moving or handling and 24 hours curing time before filling with water.
4. For plastic-to-steel connections, Work the steel connection first; use a non-hardening pipe dope on all threaded plastic-to-steel connections and use only light wrench pressure.

#### D. Galvanized Pipe

1. Make all cuts to galvanized pipe square with all cuts thoroughly reamed and all rough edges or burrs removed.
2. Make all pipe threads sound, clean-cut, and well fitting.
3. Use pipe dope on male fittings only.
4. Make all screwed joints tight with all the necessary wrenches, but without handle extensions.

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### E. Pavement Crossings:

1. Sleeves under decorative paving or sidewalks are to be HDPE or Schedule 40 PVC and installed at depth of 24".
2. Sleeves under vehicular paving are to be HDPE or Schedule 80 PVC or hot-dipped galvanized steel with a minimum wall thickness of .237" and installed at a depth of 36" of cover on County roads and per the FDOT Utility Accommodation Manual on State roads .
3. Installation under existing pavement is to be by jack and bore or directional bore. Ends of the bore shall be marked with 3 M detectable 'buttons' to assist future locations. Upon completion of the bores, the Contractor shall provide documentation of the bore construction by means of bore logs and in addition, on State Roads, plan and profile sheets. Any pavement, curb, sidewalk, or other surface damaged during boring shall be replaced to Palm Beach Department and F.D.O.T. Specifications.
4. The contractor shall provide the GPS State Plane Coordinates for location of all landscape irrigation sleeve (Both Active & Abandoned) ends and provide plan, & profile as-built's, bore logs, and install 3M Electronic markers at the sleeve ends during construction

### 590-3.05 Installation of Equipment

#### A. Manual Control Valves and Electric Remote Control Valves

The Contractor shall install manual and electric remote control valves in control boxes where indicated on the drawings, a minimum of 18" from back of curb, in accordance with the manufacturer's recommendations.

#### B. Motor, Pump, Pressure Control Valves, Check Valves and Main Shut-off Gate Valves

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

#### C. Air Relief Valves

Install where indicated on the drawings at highest elevation, in accordance with manufacturer's recommendations.

#### D. Pressure Relief Valves

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Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

### E. Sprinkler Heads

Installation of Irrigation Heads: Heads shall be placed to finished grades. Locate sprinkler heads a minimum of 12" from back of curb. Upon installation heads shall be flagged by colored markers for positive identification in field. Prior to operation of heads, the Contractor will lay an area 2' x 2' of sod around each head. Sod shall be laid so that it is even with the finished grade. Heads must be firmly set so as to withstand being driven over with soft tire Equipment without damage. Rotor heads require swing joint assemblies.

### F. Thrust Blocking

1. In general, thrust blocks are required on the main line at the following locations:
  - a. Where the pipe changes direction of the water (i.e., ties, elbows, crosses, wyes and tees).
  - b. Where the pipe size changes (i.e., ties, elbows, crosses, wyes and tees)
  - c. At the end of the pipeline (i.e., caps and plugs).
  - d. Where there is an in-line valve.
2. Blocks shall be concrete, having a calculated compressive strength of 3,000 psi. Install as shown on details.

### G. Controllers

The Contractor shall install controllers at locations as shown on plan according to manufacturer's recommendations.

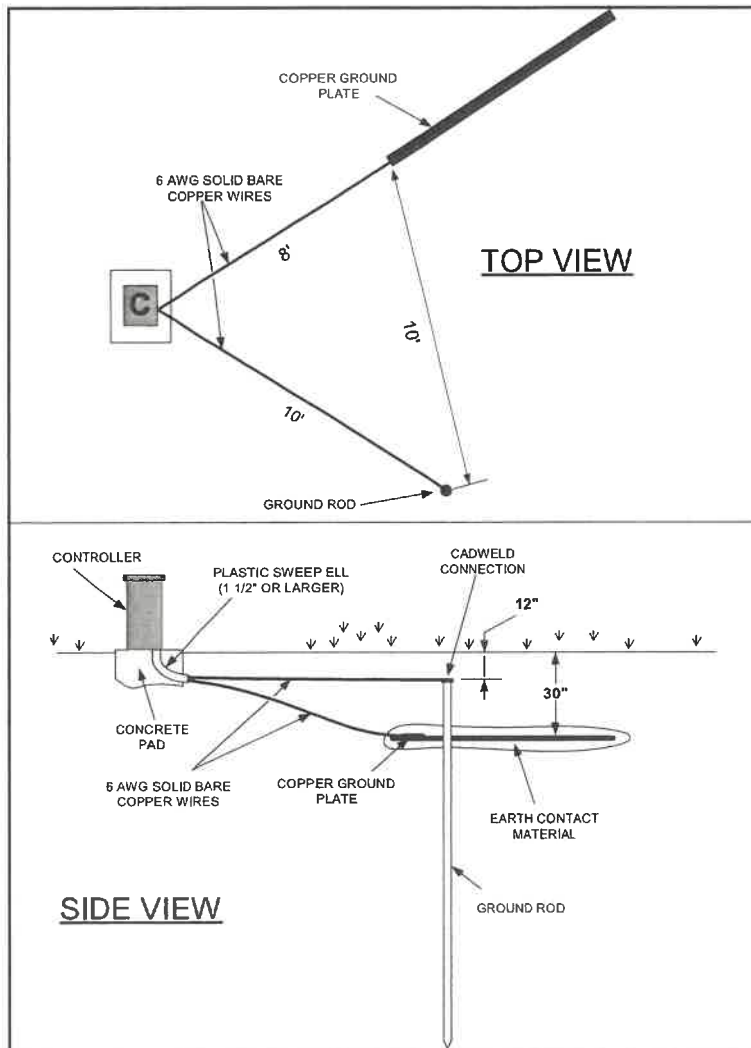
### H. Lightning Arrestor

The Contractor shall install an arrestor at each controller location shown on the plans to provide lightning protection on both primary and secondary sides of all controllers in accordance with Article 250 of the National Electrical Code (NEC.) Grounding, bonding, and shielding components will include the items described in the following paragraphs, at a minimum.

## EARTH GROUNDING

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Use grounding electrodes that are UL listed or manufactured to meet the minimum requirements of Article 250-52 of the 2002 edition of the NEC. At the very minimum, the grounding circuit will include a copper clad steel ground rod, a solid copper ground plate and 100 pounds of PowerSet® earth contact material, as defined below and per the following detail. This detail is the minimum requirement for supplementary grounding of any electronic equipment. Other details, for a multitude of field situations, are available from the American Society of Irrigation Consultants, ASIC Guideline 100-2002 ([www.asic.org](http://www.asic.org), "Design Guides".)



Ground rods are to have a minimum diameter of 5/8" and a minimum length of 10 feet. These are to be driven into the ground in a vertical position or an oblique angle not to exceed 45 degrees at a location 10 feet from the electronic equipment, the ground plate, or the wires and cables connected to said equipment, as shown in the detail above. The rod is to be stamped with the UL logo [Paige Electric part number 182007.] A 6 AWG solid bare copper wire (about 12 feet long) shall be connected to the ground rod by the installer using a Cadweld GR1161G "One-Shot"

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welding kit [Paige Electric part number 1820037.] This wire shall be connected to the electronic equipment ground lug as shown in the detail above.

The copper grounding plate assemblies [Paige Electric part number 182199L] must meet the minimum requirements of Article 250-52(d) of the 1999 NEC. They are to be made of a copper alloy intended for grounding applications and will have minimum dimensions of 4" x 96" x 0.0625". A 25-foot continuous length (no splices allowed unless using exothermic welding process) of 6 AWG solid bare copper wire is to be attached to the plate by the manufacturer using an approved welding process. This wire is to be connected to the electronic equipment ground lug as shown in the detail of page 1. The ground plate is to be installed to a minimum depth of 30", or below the frost line if it is lower than 30", at a location 8 feet from the electronic equipment and underground wires and cables. Two 50-pound bags of PowerSet® [Paige Electric part number 1820058] earth contact material must be spread so that it surrounds the copper plate evenly along its length within a 6" wide trench. Salts, fertilizers, bentonite clay, cement, coke, carbon, and other chemicals are not to be used to improve soil conductivity because these materials are corrosive and will cause the copper electrodes to erode and become less effective with time.

Install all grounding circuit components in straight lines. When necessary to make bends, do not make sharp turns. To prevent the electrode-discharged energy from re-entering the underground wires and cables, all electrodes shall be installed away from said wires and cables. The spacing between any two electrodes shall be as shown in the detail of page 1, so that they don't compete for the same soil.

The earth-to-ground resistance of this circuit is to be measured using a Megger®, or other similar instrument, and the reading is to be no more than 10 ohms. If the resistance is more than 10 ohms, additional ground plates and PowerSet® are to be installed in the direction of an irrigated area at a distance of 10', 12', 14', etc. It is required that the soil surrounding copper electrodes be kept at a minimum moisture level of 15% at all times by dedicating an irrigation station at each controller location. The irrigated area should include a circle with a 10-foot radius around the ground rod and a rectangle measuring 1-foot X 24-feet around the plate.

All underground circuit connections are to be made using an exothermic welding process by utilizing products such as the Cadweld "One-Shot" kits. Solder shall not be allowed to make connections. In order to ensure proper ignition of the "One-Shot", the Cadweld T-320 igniter must be utilized [Paige Electric part number 1820040.] The 6 AWG bare copper wires are to be installed in as straight a line as possible, and if it is necessary to make a turn or a bend it shall be done in a sweeping curve with a minimum radius of 8" and a minimum included angle of 90°. Mechanical clamps shall be permitted temporarily during the resistance test process, but are to be replaced with Cadweld "One-Shot" kits immediately thereafter.

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Proof of effectiveness of lightning arrestor shall be in accordance with manufacturer's guidelines. A maximum of 10 ohms of resistance is allowable.

### I. Backflow Preventer

RPZ Backflow Preventer shall be installed by licensed plumber in a location approved by the appropriate water utility department.

### 590-3.06 Electrical Control Wiring

- A. Installation of electrical control cable shall be of the size specified and shall be taped to the bottom of the main line. Expansion joints in the wire to be provided at 200-foot intervals by making 5 to 6 turns of the wire around a piece of ½" pipe. Where it is necessary to run wire in a separate trench, the wire shall be within a PVC sleeve and have a minimum cover of twelve (12) inches.
- B. All wire connections at remote control valves, within valve boxes, and at all wire splices, shall be left with a 6' minimum "slack" so that in case of repair, the valve bonnet or splice may be brought to the surface without disconnecting the wires. Waterproof splice to be Rainbird or equal
- C. All pump station wiring shall be done by a licensed electrician.
- D. All electric control wire shall be sized as recommended by the controller, valve, Two-wire control system and grounding manufacturer, except as otherwise specified. It shall be encased in an orange 1-1/4" HDPE pipe conduit installed in the piping trenches wherever possible and be placed along side of the main line. All Two-Wire cable between decoders/electric wire boxes, along the entire wire paths and into the bottom of the controller or control wire junction box at edge of the pump station shall be encased in the orange HDPE pipe conduit.
- E. At all wire connections at remote control valves, decoders and at all wire splices, the wire shall be left with sufficient slack so that in case of repair the valve bonnet, decoder or splice may be brought to the surface without disconnecting the wires. See Zone Valve/Decoder Wiring/Grounding Detail for lengths (30"-60"). All splicing of wire shall take place in valve boxes. All splicing of wires shall be made using UL listed waterproof wire connectors as recommended by the wire manufacturer and per the valve and decoder details which specify 3M BDY and DBR-6 waterproof wire connectors.
- F. Each remote control valve shall be connected to a single station decoder shall have wire sizes and coded colors per the Zone Control Valve/Decoder Wiring/Grounding Detail and as

## GENERAL PROVISIONS

recommended by the manufacturer, except as otherwise specified. All decoders, which are connected to the same controller, shall be connected to the Two-Wire path Control System using Decoder Wire, which shall be Hunter 1D1GRY, 1D1PUR, 1D1YWL, 1D1org, 1D1tan Twisted blue and red insulated solid copper conductors, 14 Gauge, 14/2 AWG Paige P7313D Direct Burial Decoder Cable part Number 170116RB with high density polyethylene insulation as manufactured by Paige. Each individual controller shall have a separate Two-Wire Path/s wire control system entirely independent any wire system of all other controllers. Only those remote control valves, which are being controlled by one specific controller, shall be connected to that controller's two-wire control system.

- G. Two-Wire Control System wiring between the single decoders and the zone valves shall be 14/2 AWG Paige DTS Cable, color coded with each pair being different colors than the other solenoid wires within the group of solenoids per the Zone Control Valve/Decoder Wiring/Grounding Detail. The decoders shall be installed in a Gray rectangular valve box with "Electric" logo per the Remote Control Valve/Decoder Wiring/Grounding Detail.

### 590-3.07 Testing and Inspection

#### A. Closing in Uninspected Work

The Contractor shall not allow or cause any of the irrigation Work to be covered or enclosed until it has been inspected, tested, and approved by the Department. Any Work which has been covered shall be exposed for inspection.

#### B. Flushing

Before backfilling the main line, and with all control valves in place before lateral pipes are connected, completely flush and test the main line and repair all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

#### C. Testing

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.
2. Before testing, fill the line with water for a period of at least 24 hours.
3. After valves have been installed, test all main lines for leaks at a pressure of 100 psi for a period of 4 hours with all couplings exposed and with all pipe sections center-loaded. No more than 5 psi loss will be acceptable.



## GENERAL PROVISIONS

4. Furnish all necessary testing Equipment and personnel.
5. Correct all leaks and re-test until accepted by the Owner.

### D. Final Inspection:

1. The Contractor shall thoroughly clean, adjust and balance all systems.
2. The Contractor shall demonstrate the entire system to the Department, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius arc of coverage and overspray, and that the installed system is workable, clean, and efficient. No irrigation water shall enter the Roadway.

### 590-3.08 Instructions

- A. Remote Control Legend: Attach a typewritten legend inside each controller door that states the areas covered by each remote control valve.
- B. Maintenance Personnel: After the system has been completed, inspected and approved, the Contractor shall instruct the Owner's maintenance personnel in the operation and maintenance of the irrigation system.
- C. Provide all manuals, product literature, Warranty Certificates, keys, etc. to the Department - Streetscape Section.

### 590-3.09 Plans

Substantial deviations from piping layout (2' or more) shall be recorded as Work progresses and an as-built plan of the sprinkler system shall be furnished to the Owner as a condition of completion of Work. Forward all bore logs and profiles, tests results and permit copies to the Department - Streetscape Section.

### 590-3.10 Guarantee

All equipment, material, and labor shall be guaranteed by the Contractor for a period of one (1) year after substantial completion of the project. Any defects found, either in Materials or workmanship, during the period shall be immediately corrected at the Contractor's expense.

### 590-3.11 Basis of Payment

## GENERAL PROVISIONS

Irrigation system shall include all labor and material cost to install and restore a fully functional irrigation system, provide and install ground rod protection to the satellite controller(s) and pump station(s). Cost shall include the protection and rehabilitation of any existing wells and service points, establishing service points, satellite controllers, pump stations and wells as indicated in the Plans and per Palm Beach County Streetscape Section's Specifications, or approved equals. Cost shall include the integration of the system into the central universal interface software program operated by the Palm Beach County streetscape section including all designated frequencies and the providing of manuals, keys, hand held remotes (two per installed station) and ancillary items required for a fully functional irrigation system with 100% coverage and 100% overlap. Irrigation system shall be paid as a LUMP SUM basis.

### END OF SECTION

## SECTION 595 IRRIGATION WELL CONSTRUCTION

### SECTION 595 IS ADDED TO THIS SPECIFICATION

#### 595-1.00 General

##### 595-1.01 Related Documents and General Conditions

Drawings and General Provision of Contract, including General Supplementary Conditions apply to Work of this Section. The Contractor shall keep a copy of all Contract Documents on-site at all times including drawings, all Specifications and Codes mentioned above, and copies of all logs, and correspondence. All Work shall be done in accordance with all applicable ordinances, laws, codes and regulations. Any changes required by these ordinances, laws, codes and regulations shall be made at no additional expense to the Owner.

##### 595-1.02 Scope of Work

The Work covered by this Section of the Specifications shall include, but not be limited to, the following:

- A. All labor, Equipment, material, and operations necessary for construction, development, and testing of the proposed 5" well (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).
- B. All labor and Materials necessary to connect 5" well to a specified pump (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).
- C. Drill well to a depth as necessary to achieve the required water flow and water quality.

## GENERAL PROVISIONS

- D. The Contractor shall apply for and pay for all permits and licenses required for execution of the Work. Any required signatures by Department officials will be provided. The Contractor shall arrange for, and be present during, all required inspections. Any required additional Work or Materials resulting from inspections under the above permits shall be provided at no cost to the Owner.

### 595-1.03 Quality Assurance

- A. The Contractor shall inspect the site to determine conditions to be encountered during construction noting all existing and /or proposed utilities (see SECTION-590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS for underground utility location procedures).
- B. The Contractor shall be responsible for any damage that occurs as a result of the construction. This shall include, but not be limited to, the Owner's property, underground utilities, and vehicular traffic. The Contractor shall keep the Work area neat and orderly, continually removing rubbish, waste material and temporary structures.
- C. Protecting Water Quality

Take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the stratum from which well is to draw its supply. Prevent contaminated water, gasoline, etc., from entering well, either through the opening or by seepage through ground surfaces.

If well becomes contaminated or water having undesirable physical or chemical characteristics enters the well due to neglect, provide casings, seals, sterilizing agents or other Materials to eliminate contamination or shut off undesirable water. Provide remedial Work at no cost to the Owner.

Exercise care in performance of Work to prevent breakdown or caving-in of strata overlaying that from which water is to be drawn. Develop, pump or bail well until water pumped from the well is substantially free from sand.

Protect Work to prevent either tampering with the well or entrance of foreign matter during well development. Upon completion, provide a temporary well cap.

- D. Driller's Requirements: An experienced foreman or driller who has authority to take orders from the Department is to be constantly in control of the well site. Upon request, the driller shall furnish well drilling information desired by the Department.
- E. The Contractor shall guarantee the water well for one (1) year from the date of initial acceptance by the Department. This shall include all material, workmanship, and well performance.

## GENERAL PROVISIONS

### 595-1.04 Abandonment of Drilling

- A. If it becomes necessary to abandon drilling operations before completion of a water producing well, the Contractor shall follow all regulations for abandonment of the well as required by local authorities having jurisdiction.
- B. Should abandonment of drilling be necessary due to poor workmanship or negligence on the part of the Contractor, no compensation will be allowed.
- C. Should abandonment of drilling be necessary due to inadequate water supply or for another reason that is deemed to be no fault of the Contractor by the Department, payment for the Work shall be based upon the actual vertical footage completed and shall be paid at the Contract Unit Price for Additional Well Depth In Excess Of Base Depth, or as agreed upon.

### 595-1.05 Submittals

- A. Prior to starting construction of the well, the Contractor shall submit to the Department for approval an estimated schedule of the Work to be accomplished and a description of the methods and Equipment to be used during construction. The description shall include methods he will use to drill, develop and test the well.
- B. The Contractor shall keep accurate logs of the irrigation well and samples of Materials drilled through. Take samples of substrata formation at ten foot intervals and/or changes in formation throughout the entire depth of the well.

Provide the following information to the Department for record purposes:

- 1. Casings: Diameter, thickness, weight per foot of length, depth below grade.
- 2. Pumping Test: Static water level, maximum safe yield, drawdown at a maximum yield.
- 3. Drilling Log: Log indicating strata encountered.
- 4. Alignment: Certification that the well is aligned and plumb within specified tolerances.

The Contractor shall keep an accurate record of the order, number, size and length of the individual pieces of pipe as assembled in the well. The records shall be delivered to the Department upon completion of the Work.

- C. The Contractor shall provide to the Department a physical and chemical analysis of water from the finished well. Make the analysis, certified by an approved testing Laboratory, in accordance with local requirements, to include the following: total dissolved solids, silica, iron, pH, sulfur, chloride, and salt content.

### 595-2.00 Products

## GENERAL PROVISIONS

### 595-2.01 Materials

#### A. Casings

The irrigation well casing shall be new black steel pipe, Schedule 40, minimum of 6" opening, or as specified in the drawings. The joints may be welded or threaded coupling.

#### B. Grout

Grout shall be ANSI/ASTM C150, type shall suit project conditions.

### 595-3.00 Execution

#### 595-3.01 Well Construction

- A. Annular space shall be continuously filled with grout, with process being completed in a single operation. Subsequent Work in the well, such as drilling or other operations, shall be suspended for 72 hours after grouting of casing. The only exception shall be when quick-setting cement is used, when Work may proceed after 24 hours.
- B. Install permanent casing with a temporary well cap. Installation of the well cap shall be coordinated with the pump system installer.
- C. The well shall be of sufficient size to produce a continuous supply of water at an acceptable quality and specified capacity.
- D. If subterranean formations/conditions require, the well shall be supplied with an alternate gravel pack with 20' minimum of stainless steel slotted screen and TREMI piped gravel pack.

#### 595-3.02 Well Development

- A. The well shall be developed by such methods that will effectively extract, from a water bearing formation, the maximum practical quantity of sand, drilling mud and other fine Materials in order to bring the well to maximum yield per foot of drawdown and to a sand-free condition. This Work shall be performed in a manner that does not cause any undue settlement or disturbance of the strata above the water bearing formation, nor disturb the seal around the well casing, thereby reducing the sanitary protection otherwise afforded by the seal.
- B. Development of the well shall continue until water pumped from the well, at a maximum test pumping rate, is clear and free from sand and other debris that is larger than 0.030" in diameter. The water shall be considered sand-free when no samples taken during the test pumping contain more than 2 parts per million of suspended solids per weight. The Contractor shall submit to the Department certification from an approved testing Laboratory that indicates the results of the "Non-Filterable Residual" (total suspended solids) test, as specified in the EPA Manual, Section 160.2. A sufficient amount of water to insure a detection limit of less than 2 PPM (mg/L) must be filtered.

## GENERAL PROVISIONS

### 595-3.03 Testing of Well for Plumbness and Alignment

- A. Set casing plumb and true to line. At a minimum, tests for plumbness and alignment shall be made after construction of the well and before its acceptance. Additional tests may be required during the performance of the Work.
- B. Test alignment of the well by lowering a pipe approximately 40 feet in length to a depth of 90 feet. The pipe used for the alignment test shall be not more than ½" smaller in diameter than the portion of casing or hole being tested at the time. The pipe must pass freely through the casing or hole.
- C. The well casing shall not be out of plumb more than 2/3 of the diameter of the casing per 100' of length. If the well does not pass this test, the Contractor shall be responsible for repair or replacement of the well.

### 595-3.04 Testing Well for Yield and Drawdown

- I. Final pumping tests shall be conducted only after the well has been fully constructed, cleaned out and depth of well accurately measured.
- II. A variable capacity test pump shall be provided that has a minimum capacity of the maximum expected yield at total head equal to drawdown in the well, plus the head loss in the pump column and discharge piping.
- III. The Contractor shall provide enough discharge piping for pumping unit to conduct water to a point of disposal that will avoid a nuisance or endangerment to adjacent property. Provide and maintain any Equipment needed for measuring flow of water such as a weir box, orifice or water meter. The elevation of the water level in the well will then be measured.
- IV. All labor, power and other necessary Materials, Equipment and supplies required to operate the pumping unit shall be supplied by the Contractor. The final testing for each well shall consist of four (4) hours of continuous pumping after maximum drawdown has been reached. After completion of the final test, foreign matter such as sand, stones or other debris shall be removed from the well by bailing, sand pumping or other approved methods.
- V. After the test pump and auxiliary Equipment have been installed, the Department shall be notified a minimum of 3 days prior to the start of any test pumping. Conduct test pumping as follows:
  - 1. Record initial water elevations in the well.
  - 2. Start test pump and make adjustments to bring pump to required pumping rate.
  - 3. Record readings of water level in the well and pumping rate at 30 minute intervals.
  - 4. Water samples shall be taken for analysis at the beginning and at the end of the pump test.

## GENERAL PROVISIONS

- VI. Upon completion of the pumping test, record the returning levels in the well at 15 minute intervals until 95% of the well capacity is reached. Prepare notations so that a curve of the recovery rate may be plotted.
- VII. Provide all test results and other required submittals to the Department.

### 595-3.05 Disinfection of Well

- A. Use disinfection procedures as required by local government agencies. The well must be cleaned of foreign substances after all development Work has been completed and it has been satisfactorily tested. Casings should be swabbed, using alkalis if necessary, to remove foreign substances.
- B. The well shall be disinfected with a chlorine solution of sufficient strength to provide a minimum chlorine to water ratio of 100 parts per million within the well. The chlorine solution shall be introduced into the well using gravity, pump or drop feeder. A contact period of 24 hours shall be attained; then the well shall be pumped until the chlorine residual is less than 0.2 parts per million.

### END OF SECTION

## SECTION 800 SPECIAL CONDITIONS – ASBESTOS – PROCEDURES FOR DEMOLITION OF STRUCTURES – ASBESTOS MATERIAL REMOVAL

### SECTION 800 IS ADDED TO THIS SPECIFICATION General

This Section is included for the removal and disposal requirements of asbestos material encountered during construction, whether or not it is indicated on the Plans. The following are special conditions and procedures for the Demolition of Structures and handling and disposal of asbestos cement pipe.

### SECTION 1 OF 3: ASBESTOS NOTIFICATION

Federal and state asbestos regulations require, prior to demolition of any structure:

1. An inspection for asbestos-containing Materials (ACM)
2. Removal of specified ACM, and

## GENERAL PROVISIONS

3. An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements #1 and #2 above, the Department has surveyed the structure(s) in this Bid/Work Order for the presence of ACM and every effort has been made to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g., asbestos-cement board and shingles) before releasing this project to the Contractor. Verification of this Work is attached to this Bid/Work Order. If not attached, it is the Contractor's responsibility to contact the Project Manager of the department overseeing this Bid/Work Order, or the Department's Risk Management / Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and
2. A copy of Risk Management/Loss Control's memo of approval to proceed to next phase addressed to the County department overseeing the project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form, titled "Notice of Asbestos Removal Project" (i.e., NESHAP notification, 40 CFR Part 61.145(b)), for each separate address to be demolished to the below listed agencies at least 10 business days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

**SEND ORIGINAL TO:**

Asbestos Coordinator  
Florida Dept. of Environmental Protection  
400 N. Congress Avenue  
West Palm Beach, FL 33401

**SEND COPY TO:**

PBC Risk Management/Loss Control  
160 Australian Avenue, Suite 401  
West Palm Beach, FL 33416-1229  
Fax: 561-233-5440

The Contractor must immediately notify the Project Manager of the County department overseeing the project and Loss Control [phone 561-233-5430] if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification, and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP timeframes.

The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, or is in poor condition (i.e. not intact), immediately contact the Department's Project Manager or Loss Control.

### SECTION 2 OF 3: WORK PRACTICES

Compliance with the following regulations is the demolition Contractor's responsibility:

1. Environmental Protection Agency (EPA) NESHAP 40 CFR Part 61 Subpart M – National Emission Standard for Hazardous Air Pollutants, updated August 2004;



## GENERAL PROVISIONS

2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101;
3. EPA "A Guide to Normal Demolition Practices Under the Asbestos NESHAP", September 1992;
4. Asbestos NESHAP "Adequately Wet Guidance", December 1990; and
5. OSHA Standard Interpretation, dated August 13, 1999, "Requirements for demolition operations involving Materials containing <1% asbestos".

The above regulations include utilizing wet demolition methods and prohibition of recycling the Substructure with presumed or confirmed Category I ACM. Written permission from Palm Beach County to the Contractor is needed for said recycling.

### SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have a competent person on-site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

### END OF SECTION

### SECTION 987 SOIL LAYER MATERIALS

**DELETE SECTION 987 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:**

#### 987-1 Description

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T 267 and shall have a pH value of 6.0 or greater and less than or equal to 7.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following Materials.

#### 987-2 Materials

Prepared soil layer Materials may be obtained from either, or a combination of the following sources:

- (1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.

## GENERAL PROVISIONS

- (2) Designated borrow pits for the project.
- (3) From other sources of organic soil Materials provided by the Contractor.

### **987-2.1 Organic Soil**

This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

### **987-2.2 Blanket Material**

Meet the material classification shown on the Plans and Design Standards, Index No. 505.

### **987-2.3 Compost**

Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

#### **987-2.3.1 Compost for Use as a Soil Amendment**

If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

#### **987-2.3.2 Compost for Use as a Mulch**

The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inch in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste Materials.

**END OF SECTION**

## **DRIVEWAY CONSTRUCTION RELEASE**

The Contractor shall have the included "Right of Entry and Release Agreement for Road and Driveway Construction" form executed by each property owner where driveway construction is required.

The Contractor shall be responsible for all coordination with the property owners for this construction. The Contractor shall provide the County with copies of these executed agreements.

These driveways shall be constructed in accordance with the Plans and the Specifications or as directed by the Engineer. The quantities are included in the 6" concrete sidewalk (driveways) item, 6" base item and asphaltic concrete item for the construction of these driveways.

## **SPECIAL DRIVEWAY NOTES AND SPECIFICATIONS**

1. Contractor shall work in conjunction with the engineer in contacting and coordinating with property owners of parcels bordering this Roadway, as directed by the Engineer.
2. Contractor shall obtain written permission from property owners for driveway construction and for approval of driveway staking.
3. Property owners shall have the option of selecting a circular driveway, a "T" type driveway or other modification as approved by the engineer. The selection is subject to existing site conditions and compatibility to existing driveways.
4. The driveway construction shall consist of 6" concrete on a compacted Subgrade or Type S-1 asphaltic concrete surface course on a 6" base, as directed by the engineer, to match the existing driveway.
5. If the asphaltic concrete option is required, the entire driveway may be resurfaced.
6. During driveway construction, temporary access and parking may be provided.
7. Items incidental to driveway construction shall be included in the square yard price for the items listed above. Such items include clearing and grubbing, excavation earthwork, grading, restoration of sodding, landscaping, sprinkler systems and all other Work that may be required to complete driveway construction.

## RIGHT OF ENTRY AND RELEASE AGREEMENT FOR ROAD AND DRIVEWAY CONSTRUCTION

PROJECT NAME: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_  
 PROPERTY OWNER: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach COUNTY (hereinafter referred to as COUNTY), its Contractor and \_\_\_\_\_ (herein referred to as OWNER), provides as follows:

WHEREAS, the COUNTY is desirous of completing the construction of \_\_\_\_\_, and as part of this project is willing to construct circular driveway and/or driveway modifications on OWNER'S land to aid in OWNER'S ingress and egress; and

WHEREAS, in order to construct said driveways it is necessary for the COUNTY to enter upon the above described property of OWNER and to perform various excavating and constructing tasks thereon;

WHEREAS, the COUNTY agrees to construct the driveway and/or driveway modification for the benefit of the OWNER, the COUNTY wishes the OWNER to assume full responsibility for design, location, maintenance, and liability for driveway improvements and/or modifications upon completion of the construction.

NOW, THEREFORE, in witness of the above, and in consideration of the COUNTY agreeing to construct said driveway improvements, and for other good and valuable consideration in hand received, OWNER hereby grants unto COUNTY, their Employees, Agents, Contractors, Sub-contractors, and/or Assigns the license and right to enter upon said land of OWNER for the purpose of constructing circular driveway and/or driveway modifications for the undersigned OWNER.

IT IS FURTHER AGREED that the previously referenced considerations, OWNER, hereby releases and holds the COUNTY harmless from any damages that result or might result to OWNER'S property as a result of the COUNTY, the Employees, Agents, Contractors, Sub-contractors and/or Assigns coming upon said land for the purposes previously stated.

IT IS FURTHER AGREED that the license and rights granted herein shall cease upon completion and finalization of the Contract upon which said construction is performed.

IT IS FURTHER UNDERSTOOD AND AGREED that upon completion of construction, OWNER assumes ownership and responsibility for driveway location, maintenance and liability regarding said driveway improvements and agrees to indemnify, and hold the COUNTY harmless from all claims and liabilities that may arise out of the design, existence, location, or maintenance of said driveway.

\_\_\_\_\_  
 WITNESS (Signature)

\_\_\_\_\_  
 OWNER/AGENT (Signature)

\_\_\_\_\_  
 WITNESS (Print Name)

\_\_\_\_\_  
 OWNER/AGENT (Print Name)

## PERMITS

The Contractor is advised that the following pages are copies of the applicable permits for this project. If a permit document includes copies of plan sheets, those pages may not be included herein, but are available from the Department upon request or from the permitting agency.

All general and special conditions required by specific permit(s) shall be executed accordingly and it is the Contractor's responsibility to ensure compliance with said conditions.

Any permits requiring "as-built" information and/or certification shall be prepared by a professional engineer or land surveyor licensed in the state of Florida and shall be the responsibility of the Contractor.

The Contractor is responsible for assuring the completion of appropriate construction certifications, and submittal of the construction completion certifications to permitting agencies as required by each permit referenced in these documents.

All costs associated with meeting said requirements, if not included in a bid item, shall be incidental to the Project and no compensation, either monetary or time, shall be considered.

**The Contractor agrees that the entirety of the permits listed below  
shall govern.**

### **Contract Permits**

<b>Permit Number</b>	<b>Permitting Agency</b>	<b>Location of Full Permit Documents</b>
TBD	TBD	TBD

## OEBO PARTICIPATION EVALUATION FORM

<b>DATE SENT:</b> September 27, 2022	<b>CONTRACTS MANAGER:</b> Holly Knight
<b>PROJECT #:</b> 2022054	<b>PROJECT NAME:</b> Guardrail Continuing Services Construction Contract
<b>USER DEPARTMENT:</b> Engineering and Public Works	<b>SOLICITATION OPENING DATE:</b>
<b>OEBO ESTABLISHED API:</b> SBE Price Preference	

**KEYS FOR DETERMINATIONS:**

- (1) YES
- (2) NO
- (3) NOT APPLICABLE

### BID EVALUATION INFORMATION

RESPONDENTS	RESPONDENT IS A CERTIFIED S/M/WBE	RESPONDENT IS ELIGIBLE TO RECEIVE PREFERENCE	PERCENTAGE OF S/M/WBE UTILIZATION
SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC	( 2 )	( 2 )	0 %
FLORIDA ROADWAY SIGNS, INC.	( 1 )	( 1 )	100%

**REMARKS:**


There are no subcontractors in these responses. Florida Roadway Signs, Inc. is responsive to the API and the EBO requirements.

Evaluated by: Angela Smith, SBDS III

Signature: 

Date: 9/27/2022

Reviewed by: Allen Gray, Manager

Signature: 

Date: 9/27/2022

**OEBO SCHEDULE 1**

Guardrail Continuing Services Construction Contract  
**SOLICITATION/PROJECT/BID NAME:** \_\_\_\_\_ **SOLICITATION/PROJECT/BID NO.:** 2022054  
**SOLICITATION OPENING/SUBMITTAL DATE:** 9/20/2022 **COUNTY DEPARTMENT:** Palm Beach County, Engineering & Public Works Roadway Production Division

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:  
 Southeast Highway Guardrail & Attenuators, LLC 7760 Hooper Rd, West Palm Beach, FL 33411  
**NAME OF PRIME RESPONDENT/BIDDER:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_  
**CONTACT PERSON:** Barry Snyder **PHONE NO.:** 561 792 0040 **E-MAIL:** iliana.angel@sehighway.com  
**PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK:** 100%  
 \*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☒ MBE ☐ WBE ☐ SBE ☐

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)					Total	N/A	N/A	N/A	N/A	N/A

Total Bid/Offer Price \$ 264,383.01

Total Certified S/M/WBE Participation \$ N/A

I hereby certify that the above information is accurate to the best of my knowledge: Barry Snyder  CEO  
 Name & Authorized Signature Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - Modification of this form is not permitted and will be rejected upon submittal.

REVISED 05/23/2022

## OEBO LETTER OF INTENT – SCHEDULE 2

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2022054

SOLICITATION/PROJECT NAME: Guardrail Continuing Services Construction Contract

Prime Contractor: Southeast Highway Guardrail & Attenuators, LLC Subcontractor: N/A

**(Check box(s) that apply)**

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

**Column 1**

**Column 2**

**Column 3**

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
N/A	N/A	N/A	N/A	N/A	N/A

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: N/A

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

N/A

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: N/A

Southeast Highway Guardrail & Attenuators, LLC

Print Name of Prime

By: 

Authorized Signature

Barry Snyder

Print Name

CEO

Title

Date: 9/20/2022

N/A

Print Name of Subcontractor/subconsultant

By: N/A

Authorized Signature

N/A

Print Name

N/A

Title

Date: N/A



## EBO FORMS

Office of Equal Business Opportunity  
Good Faith Efforts Form

## PRIME CONTRACTOR GOOD FAITH EFFORTS

Prime Contractor Name: \_\_\_\_\_ Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

The Prime Contractor has to demonstrate "Good Faith Efforts" to meet the S/M/WBE goal, which includes the accurate preparation and submittal of this form, and other efforts described in Section 2-80.27 (1.c) of the Equal Business Opportunity Ordinance.

When submitting a Subcontracting Goal - Waiver Request Form, please submit documentation of your efforts indicated below 7 days prior to bid opening or proposal due date. The fields below will serve as a guide for the Office of Equal Business Opportunity (OEBO) to evaluate your Good Faith Efforts toward meeting subcontracting goals. We ask that this form is utilized in order to provide uniformity to our process; additional documents can be submitted as support for efforts made. For any questions regarding this document, please contact the Office of EBO at 561-616-6840.

THE PRIME CONTRACTOR SHOULD ONLY SUBMIT THIS INFORMATION IF THE PARTICIPATION PLAN DOES NOT MEET THE CONTRACT GOAL. FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN THE BID AND/OR PROPOSAL FOUND AS NON-RESPONSIVE TO THE ENTIRE SOLICITATION. PLEASE NOTE THAT METHODS OF CONTACT CANNOT BE THE SAME ON MULTIPLE ATTEMPTS.

Scope of Service	Line Item No.	SMWBE Type for Goal	Certified Firm Name, Address, Phone, Email and Contact Person	Methods of Contact	Number of times contacted	Contact Date(s)	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
		SBE		Phone				
		MBE		E-mail				
		WBE		Fax				
		SMWBE		Pre-Bid				

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

<https://discover.pbcgov.org/oebo/Pages/Documents.aspx>

## EBO FORMS

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

PROJECT NAME:		DATE:	
COMPANY NAME:		CONTACT NO.:	
CONTACT PERSON:		CONTACT EMAIL:	

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of **80 or more points** to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website <https://www.pbcgov.org/pbcvendors>.

**PART I: Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal**

Points: \_\_\_\_

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **15 points possible:***

- ☐ List the specific scope of work identified for each of the S/M/WBEs contacted
- ☐ Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s)
- ☐ Additional comments, if any

**PART II: Initial Communications to Potential S/M/WBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts**

Points: \_\_\_\_

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **40 points possible:***

- ☐ Contact at least three (3) S/M/WBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☐ Include current documentation of searches from the EBO Vendor Directory.
- ☐ Notify S/M/WBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☐ Additional comments, if any

**PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors**

Points: \_\_\_\_

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **30 points possible:***

- ☐ Promptly follow-up with S/M/WBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- ☐ Include a written statement with contact information on all subcontractors contacted to include the following:
  - ☐ Name of the subcontractor/firm and the contact person(s)
  - ☐ Telephone and Email address
  - ☐ Scope of work the subcontractor indicated they would perform
  - ☐ Notes regarding the outcome of the contact
  - ☐ Dates of contact and Dates of Negotiations

<https://discover.pbcgov.org/oebo/Pages/Documents.aspx>

Revised 5/2019

## EBO FORMS

- ☐ The negotiated price  
☐ Bids received from subcontractors that could provide a commercially useful function  
☐ Additional comments, if any

**PART IV: Attendance at Pre-Bid Meeting**

Points: \_\_\_\_

*County staff maintains documentation regarding attendance at the pre-bid meeting.***5 points possible:**

- ☐ Below list the individuals from your staff/firm that attended the pre-bid meeting

**PART V: Offer Assistance in Securing Financing, Insurance, or Competitive Supplier Pricing**

Points: \_\_\_\_

*Please provide documentation and supporting evidence to show how the criteria was fulfilled.***10 points possible:**

- ☐ Provide easy access to plans and specifications for S/M/WBES  
☐ Provide competitive pricing  
☐ Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
- ☐ Provide written documentation of the type of assistance offered  
☐ Company name, contact person and telephone number  
☐ Name of person who provided the assistance
- ☐ Provide the name, contact person, contact information the competitive pricing offered by the Supplier.  
☐ Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN A TOTAL OF 80 OR MORE POINTS TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature

Print Name/Title

\_\_\_\_ Approved

\_\_\_\_ Denied

**TOTAL SCORE: \_\_\_\_/100****Director, Office of Equal Business Opportunity**

## EBO FORMS

**REQUEST FOR SBE OR M/WBE SUBSTITUTION/MODIFICATION/REMOVAL**

INSTRUCTIONS FOR SECTIONS 1 TO 3: PRIME CONTRACTOR COMPLETES ALL SECTIONS AS APPLICABLE AND SUBMITS TO DEPARTMENT PROJECT MANAGER AND OEBO OFFICE FOR APPROVAL.

**Section 1: Prime Contractor/ Consultant Information****Name of Prime****Contact Person****Phone Number****Project Name****Bid/Proposal/Project No.****Original Contract Amount****SBE Goal****MBE Goal****Section 2: SBE or M/WBE MODIFICATION\*****Name of Subcontractor/Sub-Consultant****Contact Person****Phone****Original Subcontract Amount****Percent of Contract****Amendment/Change Order/Contingencies/Allowances (if Applicable)****New Contract Amount****Percent of Contract****Section 3: SBE or M/WBE REMOVAL OR SUBSTITUTION\***

Please attach a completed Palm Beach County S/M/WBE Subcontractor/Sub-Consultant's Performance Report and Good Faith Efforts documentation.

\*A separate and properly executed Schedule 2 (Letter of Intent) is required to support any changes submitted on this form, when applicable.

**Approvals:**

Dept. Project Manager	<input type="text"/>	Signature:	<input type="text"/>	Date	<input type="text"/>
OEBO Representative	<input type="text"/>	Signature:	<input type="text"/>	Date	<input type="text"/>

## PROPOSAL FORM

Southeast Highway Guardrail & Attenuators, LLC

(COMPANY NAME)

7760 Hooper Rd

(COMPANY ADDRESS)

West Palm Beach, FL

(COMPANY CITY & STATE)

33411

(COMPANY ZIP CODE)

CONTACT NAME Barry Snyder

PHONE NUMBER 561 792 0040

FACSIMILE NUMBER 561 792 9798

EMAIL ADDRESS iliana.angel@sehighway.com

81-2488503

FEDERAL TAX I.D. #

9/20/2022

DATE SUBMITTED

FOR THE CONSTRUCTION OF: **GUARDRAIL CONTINUING SERVICES**  
**CONSTRUCTION CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2022054**

TO THE BOARD OF COUNTY COMMISSIONERS OF  
 PALM BEACH COUNTY, FLORIDA:

We, the undersigned (Contractor), hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and that we are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of Materials, and we hereby agree to furnish and pay for all necessary labor, Equipment, Materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all Work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:



## PROPOSAL FORM

<b>BID PROPOSAL</b> <b>GUARDRAIL CONTINUING SERVICES CONSTRUCTION</b> <b>CONTRACT</b> <b>PBC PROJECT #2022054</b>						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1	536-73	Removal & Disposal of "Old" Guardrail	9,000	LF	\$0.01	\$ 90.00
2	536-73	Removal & Disposal "Old" Guardrail, w/ Concrete Posts	20	LF	\$0.01	\$ 0.20
3	536-73	Removal & Disposal of Anchorage Assemblies	75	EA	\$0.01	\$ 0.75
4	536-73	Removal & Disposal of Safety Pipe Rail	350	LF	\$0.01	\$ 3.50
5	N/A	Installation of Used Guardrail	25	LF	\$0.01	\$ 0.25
6	538-1	Reset Guardrail (per FDOT Spec)	12,500	LF	\$4.50	\$ 56,250.00
7	339-1	Misc. Asphalt	1	TN	\$200.00	\$ 200.00
8	N/A	Surcharge to Reset Guardrail Post on Base Plate	5	EA	\$0.01	\$ 0.05
9	538-1	Reset Anchorage Assembly, Type SKT 350	2	EA	\$150.00	\$ 300.00
10	536-85-xx	Anchorage Assembly, Type II, Cable Anchor Option	2	EA	\$1,500.00	\$ 3,000.00
11	536-85-xx	Anchorage Assembly, Type SKT 350	3	EA	\$4,600.00	\$ 13,800.00
12	536-85-xx	Anchorage Assembly, Type SRT-350	5	EA	\$1,800.00	\$ 9,000.00
13	536-85-xx	Anchor Panel, for Type II	8	EA	\$135.00	\$ 1,080.00
14	536-85-xx	Anchor Panel, for Type SKT 350	12	EA	\$250.00	\$ 3,000.00
15	536-85-xx	Type SKT 350 Extruder Head	8	EA	\$900.00	\$ 7,200.00
16	536-7-3	Special Guardrail Post	15	EA	\$100.00	\$ 1,500.00
17	N/A	Block, Concrete, Special, at Bridge	2	EA	\$0.01	\$ 0.02
18	N/A	Block, Offset Utility (Double Blocking)	5	EA	\$0.01	\$ 0.05
19	N/A	Block, Wood, w/ Hardware	200	EA	\$5.00	\$ 1,000.00
20	N/A	Block, Recycled Plastic, w/ Guardrail Bolt	70	EA	\$10.00	\$ 700.00
21	536-85-xx	End Section, Buffer	3	EA	\$600.00	\$ 1,800.00
22	536-85-22	End Section, Flared	10	EA	\$30.00	\$ 300.00
23	536-85-24	End Section, Parallel	10	EA	\$0.01	\$ 0.10
24	536-85-26	End Section, CRT	10	EA	\$0.01	\$ 0.10
25	536-85-xx	End Section, Rounded	40	EA	\$50.00	\$ 2,000.00
26	N/A	End Shoe, Special (Bridge Attachment Piece)	4	EA	\$40.00	\$ 160.00
27	N/A	Drill Holes for End Shoe Attachment	100	EA	\$0.01	\$ 1.00
28	536-1-3	Guardrail, Steel Beam, Double Face	25	LF	\$13.00	\$ 325.00
29	536-1-1	Guardrail, Steel Beam, Straight Panel Only (No Post or Hardware)	2,250	LF	\$8.00	\$ 18,000.00
30	536-1-1	Guardrail, Steel Beam, Shop Bent Panel Only (No Post or Hardware)	200	LF	\$8.00	\$ 1,600.00
31	536-1-1	Guardrail, Steel Beam, Straight, Jobs Up Through 37' 6"	1,250	LF	\$17.00	\$ 21,250.00
32	536-1-1	Guardrail, Steel Beam, Straight, Jobs of 37' 7" - 62' 6"	800	LF	\$17.00	\$ 13,600.00
33	536-1-1	Guardrail, Steel Beam, Straight, Jobs of 62' 7" - 100' 0"	550	LF	\$15.00	\$ 8,250.00
34	536-1-1	Guardrail, Steel Beam, Straight, Jobs of 100' 1" - 500' 0"	650	LF	\$14.00	\$ 9,100.00
35	536-1-1	Guardrail, Steel Beam, Straight, Jobs Over 500'	2,000	LF	\$9.00	\$ 18,000.00
36	536-1-1	Guardrail, Steel Beam, Straight, w/ 9' Posts	25	LF	\$1.00	\$ 25.00
37	536-1-1	Guardrail, Steel Beam, Shop Bent, Jobs Up Through 37' 6"	350	LF	\$19.50	\$ 6,825.00
38	536-1-1	Guardrail, Steel Beam, Shop Bent, Jobs of 37' 7" - 62' 6"	150	LF	\$1.00	\$ 150.00
39	536-1-1	Guardrail, Steel Beam, Shop Bent, Jobs of 62' 7" - 100' 0"	125	LF	\$1.00	\$ 125.00

## PROPOSAL FORM

<b>BID PROPOSAL</b> <b>GUARDRAIL CONTINUING SERVICES CONSTRUCTION</b> <b>CONTRACT</b> <b>PBC PROJECT #2022054</b>						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
40	536-1-1	Guardrail, Steel Beam, Shop Bent, Jobs of 100' 1" - 500' 0"	113	LF	\$1.00	\$113.00
41	536-1-1	Guardrail, Steel Beam, Shop Bent, w/9' Posts	25	LF	\$1.00	\$25.00
42	536-1-1	5 Degree Radius Shop Bent Guardrail (6-1/4')	31	LF	\$1.00	\$31.00
43	536-8-x	Transition Panel, QUAD Beam to W Beam, Narrow	2	EA	\$0.01	\$0.02
44	536-8-x	Transition Panel, QUAD Beam to W Beam, Medium	2	EA	\$0.01	\$0.02
45	536-8-x	Transition Panel, QUAD Beam to W Beam, Wide	2	EA	\$0.01	\$0.02
46	536-83-1	Post, Guardrail, Steel, Standard	70	EA	\$55.00	\$3,850.00
47	N/A	Post, Guardrail, Steel, 9'	3	EA	\$65.00	\$195.00
48	N/A	Post, Guardrail, Wood (Treated Timber), Standard	18	EA	\$35.00	\$630.00
49	N/A	Post, Guardrail, Encased, Steel	3	EA	\$0.01	\$0.03
50	N/A	Post, Guardrail, Encased, Wood	3	EA	\$0.01	\$0.03
51	N/A	Post, Guardrail, Steel, Special, w/ Plate	5	EA	\$400.00	\$2,000.00
52	N/A	Post, Guardrail, CRT	15	EA	\$25.00	\$375.00
53	536-6	Rail, Safety Pipe, Special	225	LF	\$10.00	\$2,250.00
54	N/A	Round-Off Top of Wooden Guardrail Post and Block (All Sides)	25	EA	\$0.01	\$0.25
55	536-85-26	Controlled Release Terminal, 8' Radius	2	EA	\$500.00	\$1,000.00
56	536-85-26	Controlled Release Terminal, 16' Radius	1	EA	\$2,300.00	\$2,300.00
57	536-85-26	Controlled Release Terminal, 24' Radius	2	EA	\$500.00	\$1,000.00
58	536-85-26	Controlled Release Terminal, 32' Radius	2	EA	\$500.00	\$1,000.00
<b>THRIE Beam</b>						
59	536-8-xx	THRIE Beam Terminal Connector	3	EA	\$30.00	\$90.00
60	536-8-xx	THRIE Beam Bridge Connector Complete (Detail J)	8	EA	\$1.00	\$8.00
61	536-8-xx	12" x 12" x 1/4" Back Up Plate	2	EA	\$0.01	\$0.02
62	536-8-xx	8" x 8" x 5/8" Filler Plate	5	EA	\$0.01	\$0.05
63	536-8-xx	21" x 21" x 5/8" Back Up Plate	5	EA	\$0.01	\$0.05
64	536-1-11	THRIE Beam, Straight Panel Complete (w/ Post, Block & Hardware)	20	LF	\$15.00	\$300.00
65	536-1-11	THRIE Beam, Shop Bent Panel Complete (w/ Post, Block & Hardware)	85	LF	\$15.00	\$1,275.00
66	536-1-11	THRIE Beam, Straight Panel (Panel Only)	125	LF	\$10.50	\$1,312.50
67	536-1-11	THRIE Beam, Shop Bent Panel (Panel Only)	5	LF	\$25.00	\$125.00
68	536-8-xx	6'-3" Transition Panel THRIE Beam to W-Beam	6	EA	\$250.00	\$1,500.00
69	N/A	THRIE Beam Offset Block	4	EA	\$15.00	\$60.00
<b>QUADGUARD Energy Absorbing System</b>						
70	544-x-x	QUADGUARD Energy Absorbing Sys., (3 Bay) (All Widths) (Includes Foundations)	1	EA	\$7,500.00	\$7,500.00
71	544-x-x	QUADGUARD Energy Absorbing Sys., Additional Bay (All Widths) (Includes Additional Foundation Requirements)	2	EA	\$1,000.00	\$2,000.00
<b>QUADGUARD Energy Absorbing System - Bay Replacement Parts</b>						
72	544-x-x	QUADGUARD Energy Absorbing Sys., Additional Cartridges (Type I)	2	EA	\$1,500.00	\$3,000.00
73	544-x-x	QUADGUARD Energy Absorbing Sys., Additional Cartridges (Type II)	1	EA	\$1,500.00	\$1,500.00
74	544-x-x	QUADGUARD Energy Absorbing Sys., Backup Assy., Concrete 24"	2	EA	\$1.00	\$2.00

## PROPOSAL FORM

<b>BID PROPOSAL</b> <b>GUARDRAIL CONTINUING SERVICES CONSTRUCTION</b> <b>CONTRACT</b> <b>PBC PROJECT #2022054</b>						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
75	544-x-x	QUADGUARD Energy Absorbing Sys., Backup Assy., Tension Strut 24"	2	EA	\$1.00	\$ 2.00
<b>QUADGUARD Energy Absorbing System - Parts for Repair of Damaged QUADGUARD</b>						
76	544-x-x	QUADGUARD Energy Absorbing Sys., Nose Assembly, 24"/30"/36"	1	EA	\$2,000.00	\$ 2,000.00
77	544-x-x	QUADGUARD Energy Absorbing Sys., Diaphragm 24"	2	EA	\$2,000.00	\$ 4,000.00
78	544-x-x	QUADGUARD Energy Absorbing Sys., diaphragm 30"	2	EA	\$500.00	\$ 1,000.00
79	544-x-x	QUADGUARD Energy Absorbing Sys., Fender Panel Assembly, 24"/30"/36"	2	EA	\$2,000.00	\$ 4,000.00
<b>QUADGUARD ELITE System - Bay Replacement Parts</b>						
80	544-x-x	QUADGUARD ELITE Fender Panel	2	EA	\$1,000.00	\$ 2,000.00
81	544-x-x	QUADGUARD ELITE Diaphragm Assembly	2	EA	\$1,400.00	\$ 2,800.00
82	544-x-x	QUADGUARD ELITE Nose Belt Assembly	1	EA	\$500.00	\$ 500.00
83	544-x-x	QUADGUARD ELITE Cylinder Cartridge	2	EA	\$500.00	\$ 1,000.00
<b>QUADGUARD ELITE System</b>						
84	544-x-x	QUADGUARD ELITE System (7 Bay) - 69" Wide Incl./ All Hardware	1	EA	\$1.00	\$ 1.00
85	544-x-x	QUADGUARD ELITE System (7 Bay) - 90" Wide Incl./ All Hardware	1	EA	\$1.00	\$ 1.00
86	544-x-x	QUADGUARD ELITE System (11 Bay) - 69" Wide Incl./ All Hardware	1	EA	\$15,000.00	\$ 15,000.00
87	544-x-x	QUADGUARD ELITE System (11 Bay) - 90" Wide Incl./ All Hardware	1	EA	\$1.00	\$ 1.00
<b>TOTAL BID</b>						<b>\$ 264,383.01</b>
THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.						
THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.						
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.						
<b>Note #</b>	<b>PAY ITEM FOOTNOTES</b>					
1	All costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shall be included in, unit prices for the pay items.					
2	All items shall include cost to furnish and install unless otherwise noted and shall mean complete installation under any field conditions (in Concrete, asphalt, etc.).					
3	<b>Removal and Disposal or Delivery of Guardrail items, -</b> Disposition of All materials in the field shall be at the discretion of the Road and Bridge Division or other Palm Beach County representative on-site.					
4	<b>Surcharge to Reset Guardrail Post on Base Plate -</b> This item is considered an add-on to the per linear foot price for Item 6 - Reset Guardrail and shall constitute all Additional labor and materials for each post removed and Reset on a surface-mounted base plate.					
5	Item 54, <b>Round-Off Top of Wooden Guardrail Post and Block</b> (All Sides) shall Include All labor, router equipment and materials to produce a routed, 3/4" round over on All top edges and corners of Wooden Posts and Blocks adjacent to, and/or within 2' of, pedestrian sidewalks and pathways.					
6	FDOT Item numbers are for use in determining eligibility for price adjustment per General Provision 9-2 only.					



## PROPOSAL FORM

PROJECT NO. **2022054**TOTAL BID  
\$264,383.01

IN FIGURES

The Contractor acknowledges that Addenda   1   thru   2   have been received and that related costs are reflected in the submitted bid. Contractor has committed to   0   % ***SBE participation*** as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The Contractor further agrees to perform all force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

THE TIMELY COMPLETION OF THIS PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or Holidays to meet the required Contract schedules.

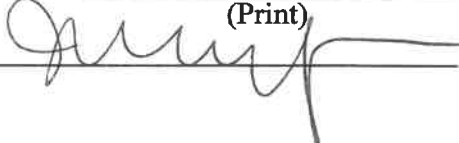
## PROPOSAL FORM

The Contractor shall complete in full all Work under this Contract in accordance with the Special Provisions. It is further agreed that should the Contractor fail to complete all necessary Work under this Contract within the above referenced time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8 of the Standard Specifications.

The Contractor further agrees to furnish a sufficient and satisfactory Bond, on the form herein provided, in accordance with Section 3 of the General Provisions.

The Contractor further agrees to bear the full cost of maintaining all Work until the final acceptance, as provided in the Contract Documents.

Accompanying this Proposal is a Proposal Guaranty (Bid Bond) made payable to Palm Beach County, a Political Subdivision of the State of Florida, in the sum of 5% of amount Bid which is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned should fail to execute the attached Contract under the conditions of this Proposal. Otherwise, the Bid Bond is to be returned to the Contractor upon the delivery of a satisfactory Contract Bond.

Company Name: Southeast Highway Guardrail  
& Attenuators, LLC Authorized Officer: Barry Snyder  
Address: 7760 Hooper Rd Signature:   
West Palm Beach, FL 33411 (Print)

**PROPOSAL FORM****CONTRACTOR CERTIFICATION**

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT

PALM BEACH COUNTY PROJECT NO. 2022054

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name of Contracting Firm: Southeast Highway Guardrail & Attenuators, LLCBy: Date: 9/20/2022Name and Title: Barry Snyder, CEOAddress or P.O. Box: 7760 Hooper RdWest Palm BeachFL33411

City

State

Zip Code

Telephone: 561792 0040

Area Code

Number

## PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) Bidders having a permanent place of business in Palm Beach County; (2) Bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible Bidder is a non-local business, then all Bids received from responsive, responsible local Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
2. Glades Local Preference means that if the lowest responsive, responsible Bidder is a non-Glades business, then all Bids received from responsive, responsible Glades Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A Bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total Bid price, may receive a local preference of three (3) percent, solely for the purpose of determining Bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total Bid price, he may receive a local preference of four (4) percent for the purposes of ranking Bidders.

To receive either a Local Preference or a Glades Local Preference, a Bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. A permanent place of business means that the Bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the Bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the Bidder will produce a substantial portion of the goods or services to be purchased. The Bidder must submit the attached Certification of Business Location at the time of Bid submission. Failure to submit this information will cause the Bidder to not receive a local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the Contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive Bidder by one hundred thousand dollars (\$100,000).

The local Bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBE Preference prevails over both the Local and Glades Local Preferences.

## CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those Bidders having a permanent place of business in Palm Beach County (County); and (2) those Bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested Bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. The Bidder must submit this Certification of Business Location at the time of Bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the Bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the Bid or Proposal submitted by the Bidder to the County.

1) Bidder is a:

  X   **Local Business** (A local business has a permanent place of business in Palm Beach County\*\*)

(Please indicate):

  X   Headquarters located in Palm Beach County.

       Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

       **Glades Business** (a Glades business has a permanent place of business in the Glades\*\*)

(Please indicate):

       Headquarters located in the Glades.

       Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

       **Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

**\*\*A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the Bidder's Palm Beach County Business Tax Receipt verifies the Bidder's permanent place of business.

THIS CERTIFICATION is submitted by Barry Snyder  
(Name of Individual)

CEO, of Southeast Highway Guardrail & Attenuators, LLC  
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the Bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the Bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the Bidder.

 9/20/2022  
Signature Date

## PALM BEACH COUNTY LIVING WAGE ORDINANCE

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002) (a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

### **Implementation**

This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

### **Procurement Specifications**

The Ordinance states that the living wage requirement shall be included in the procurement Specifications for all county construction contracts that have a total Contract value exceeding \$100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

### **Maintenance of Payroll Records**

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this Contract. The records shall contain:

- (1) Each employee's name and address;
- (2) Each employee's job title and classification;
- (3) The number of hours worked each day by each employee;
- (4) The gross wages and deductions made for each employee; and
- (5) Annual wages paid to each employee.

### **Reporting Payroll**

Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this Contract.



## LIVING WAGE CERTIFICATION

Project: Guardrail Continuing Services Construction Contract

Contractor Name: Southeast Highway Guardrail & Attenuators, LLC

Contact Person: Barry Snyder

Contractor Address: 7760 Hooper Rd, West Palm Beach FL 33411

Contractor Phone: 561 792 0040

Amount of Contract: \$1,500,000

Please include the following with the Bid submission:

1. Brief description of the service provided under the construction Contract.
2. A statement of wage levels for prospective non-county employees.
3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1<sup>st</sup>. (See Palm Beach County Code Section 2-149(b)(2).)

**The living wage for October 1, 2021, through September 30, 2022, is \$12.99/hour.**

The contractor/subcontractor(s) shall post a copy of the following Notice to Employees (LW-3) at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this  
20 day of September, 2022.

**(Corporate Seal)**

  
 (Authorized Signature)

Barry Snyder, CEO  
 (Print Name and Title)

## LIVING WAGE ORDINANCE AND CERTIFICATIONS

### Notice and Posting

Non-county employers shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **\$12.99** per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.

**This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2021, through September 30, 2022.**

### NOTICE TO EMPLOYEES (ENGLISH)

**If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$12.99 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.**

### NOTIFICACIÓN A PATRONES (ESPAÑOL)

**Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos \$12.99 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.**

### AVI POU ENPLWAYE-YO (CREOLE)

**Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen \$12.99 pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.**



(Authorized Signature)

Barry Snyder, CEO

(Print Name and Title)



## CERTIFICATION OF COMPLIANCE WITH THE LIVING WAGE ORDINANCE

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with the Living Wage Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

9/20/2022

\_\_\_\_\_  
Date

Southeast Highway Guardrail and Attenuators, LLC

\_\_\_\_\_  
Company Name (Print)

Barry Snyder, CEO

\_\_\_\_\_  
Authorized Officer: Name/Title (Print)

  
\_\_\_\_\_  
Signature

### Service Provided under Construction Contract:

Southeast Highway will under this contract Remove, Replace, Relocate, and Repair all damaged and/or destroyed sections of Guardrail and/or Attenuators in all of Palm Beach County Roads, using only approved FDOT materials and following all the guidelines and standards.

### Living Wage & Income Statement

We believe that all individuals deserve the opportunity to earn a living wage & income including the remarkable and diverse group of people who work at Southeast Highway Guardrail and Attenuators, LLC, including non- county employees. We recognize the concepts of living wage and living income as basic human rights and that mandated minimum wages are not always sufficient to allow workers a basic, but decent, standard of living including but not limited to adequate housing, food, access to education, childcare and savings for unexpected events. As a result, we are taking action to maintain our strong pay practices within our daily operations including continuing to pay a living wage to full-time and non- county employees in all our locations. It is Southeast Highway Guardrail & Attenuators, LLC commitment to current and prospective non-county employees to always maintain wages above Palm Beach County living wage ordinance.



Barry Snyder, CEO

**ALWAYS COPIED... NEVER THE SAME!**



**SOUTHEAST HIGHWAY**

**GUARDRAIL & ATTENUATORS, LLC**

GUARDRAIL • ATTENUATORS • FENCING • HANDRAIL • DISASTER RECOVERY



**HEADQUARTERS: 7760 HOOPER ROAD • WEST PALM BEACH, FL 33411 • 561-792-0040 • [WWW.SEHIGHWAY.COM](http://WWW.SEHIGHWAY.COM)**

MIAMI, FL • ORLANDO, FL • TAMPA, FL • JACKSONVILLE, FL • SAVANNAH, GA • AUSTIN, TX • SAN ANTONIO, TX • DALLAS-FORT WORTH METROPLEX

### SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

**When Contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

9/20/2022

Date

Southeast Highway & Attenuators, LLC

Company Name (Print)

Barry Snyder, CEO

Authorized Officer: Name/Title (Print)

Signature

## BB-1

COUNTY OF PALM BEACH )

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the Principal be accepted and Principal, within fourteen (14) consecutive business days after the date of the Letter of Intent to Award, the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount equal to One Hundred Per Cent (100%) of the total contract amount satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the County, and the Surety agrees to pay said sum immediately upon demand of the County, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal.

**BID BOND**

**Southeast Highway Guardrail & Attenuators, LLC**

IN WITNESS WHEREOF, \_\_\_\_\_ as Principal herein, has caused these presents to be signed in its name, by its CEO, and attested by its VP, under its corporate seal, and Great Midwest Insurance Company, as Surety herein, has caused these presents to be signed in its name, by its Attorney-in-Fact, under its corporate seal, this 30th day of August, A.D., 20 22.

ATTEST:

Connie Sinkus  
(Signature)

Connie Sinkus  
(Print Name)

VP  
(Title)

Southeast Highway Guardrail and Attenuators, LLC (Seal)

By: [Signature]  
(Principal)

Barry Snyder  
(Print Name)

CEO  
(Title)

ATTEST:

Linda A. Damon  
(Signature)

Linda A. Damon  
(Print Name)

Attorney-in-Fact  
(Title)

Great Midwest Insurance Company (Seal)

By: Michael E. Watts  
(Surety)

Michael E. Watts  
(Print Name)

Attorney-in-Fact  
(Title)

## POWER OF ATTORNEY

## Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Michael E. Watts, Paul A. Simeon, Linda A. Damon

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



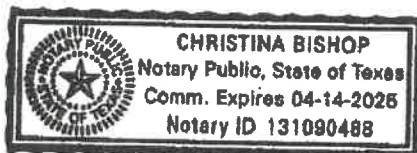
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill  
President

## ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop  
Notary Public

## CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30th Day of August 20 22



BY

Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, as a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



# CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the Member (insert title) of Southeast Highway Guardrail & Attenuators, LLC (insert business name) a LLC (insert business organization, i.e. corporation, LLC, LLP), organized and existing in good standing under the laws of the State of DE (Firm), and that the following Resolutions are true and correct Resolutions adopted by the LLC (insert form of management) of the Firm on the 2nd day of February, 2023 in accordance with the laws of the State of DE (where Firm is organized) of the Firm, and LLC Agreement (governing documents) of the Firm.

RESOLVED, that the Firm shall enter into that certain Contract between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Barry Snyder the Member of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 2nd day of February, 2023

(SEAL)

(Signature)

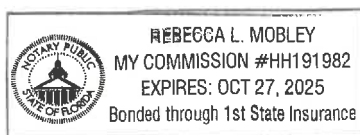
(Print Name and Title)

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of February, 2023, by Barry Snyder (name) as Member (title) for LLC (firm), on behalf of the (choose one) corporation / company / partnership, who is ☒ personally known to me or ☐ has produced (type of identification) as identification.

↙  
Southeast Highway Guardrail & Attenuators, LLC

(Stamp/Seal)



(Notary Signature)

Notary Public, State of FL

(Print Notary Name)

Commission Number HH191982

My Commission Expires 10/27/25

## CONTRACT

[illegible]

This Contract, made and entered into on \_\_\_\_\_, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County"), and **Southeast Highway Guardrail & Attenuators, LLC**, Florida, and its heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the Work and furnish all necessary labor, Materials, Equipment, machinery, tools, apparatus, services, state Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, and means of transportation for the complete construction of:

**PROJECT NAME: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT**

**PROJECT NO.: 2022054**

IN THE AMOUNTS specified in Work Orders which may be issued by the County. The County is not required to issue any Work Orders hereunder. The total value of Work Orders issued under this Contract shall not exceed **One Million Five Hundred Thousand Dollars (\$1,500,000.00)**, except as may be increased according to Section 9-11 of the Contract Specifications.

The Contractor further agrees for the consideration herein mentioned to commence Work with adequate forces and Equipment within five (5) Working Days of the notice to commence for the Work Order being issued for a specific project and to fully complete all contracted Work under the same in accordance with Contract Documents. After commencement of the Work, the Work Order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the Work Order. Should the time limit for completion of the Work Order exceed the expiration date of the Contract, the Work Order Work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all Work Orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said Work is the essence of the Contract. If Contractor fails to complete the Work within the time limit, it is agreed that for such Calendar Day that any Work provided for in these Contract Documents remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent Work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent Work as an excuse for Delay in a Contractor's Work, or for its non-performance.



**CONTRACT**

IN WITNESS WHEREOF, the Parties have caused this Contract for Guardrail Continuing Services Contract, Project No. 2022054 to be executed and sealed the day and year first written above.

**OWNER:**

APPROVED AS TO TERMS  
AND CONDITIONS

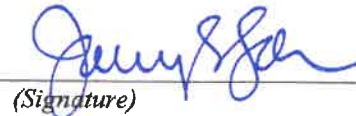
By: \*



Morton L. Rose, P.E.  
Director of Roadway Production

**CONTRACTOR:**

By:



(Signature)

Southeast Highway Guardrail & Attenuators, LLC

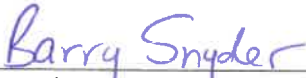
(Corporate Name)

a

DE

corporation

(insert state of incorporation)



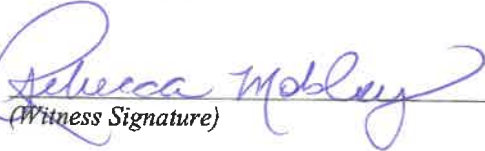
(Print signatory's name)

Member

(Print signatory's title)

2/2/23

(Date)

**ATTEST WITNESS:**


(Witness Signature)

Rebecca Mobley

(Print Witness Name)



(Witness Signature)

Maria Laura Hodgson.

(Print Witness Name)

(Corporate Seal)



**CONTRACT***{SIGNATURE PAGES CONTINUED}***ATTEST:**

Joseph Abruzzo  
Clerk of the Circuit Court & Comptroller

By: 

Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: 

Yelizaveta B. Herman  
Assistant County Attorney

COUNTY: **R2023 0539**  
**APR 18 2023**

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

By: 

Gregg K. Weiss, Mayor

ISSUED IN TRIPLICATE

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: GM223960

BOND AMOUNT: One Million Five Hundred Thousand and 00/100 (\$1,500,000.00)

CONTRACT AMOUNT: \$1,500,000

---

CONTRACTOR'S NAME: Southeast Highway Guardrail and Attenuators, LLC

CONTRACTOR'S ADDRESS: 7760 Hooper Road, West Palm Beach, FL 33441

CONTRACTOR'S PHONE: (561) 792-0040

---

SURETY COMPANY: Great Midwest Insurance Company

SURETY ADDRESS: 800 Gessner Road, Suite 600, Houston, TX 77024

SURETY PHONE: (713) 935-0226

---

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33  
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

---

PROJECT NO.: 2022054

DESCRIPTION OF WORK: Installation of/modification to guardrail

---

PROJECT LOCATION: Countywide

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

## PUBLIC CONSTRUCTION BOND

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

\$ 1,500,000.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated APR 18 2023, 20\_\_\_\_, entered into a Contract with the County for:

Project Name:	Guardrail Continuing Services Construction Contract
Project No.:	2022054
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated APR 18 2023 between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

## PUBLIC CONSTRUCTION BOND

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

(Seal)

Southeast Highway Guardrail and Attenuators, LLC

ATTEST:

Connie Sinkus  
(Signature)

Connie Sinkus  
(Print Name)

VP  
(Title)

By: Barry Snyder  
(Principal)

Barry Snyder  
(Print Name)

Member  
(Title)

(Seal)

ATTEST:

Linda A. Damon  
(Signature)

Linda A. Damon  
(Print Name)

Office Manager  
(Title)

Great Midwest Insurance Company

By: Michael E. Watts  
(Surety)

Michael E. Watts  
(Print Name)

Attorney-in-Fact  
(Title)

## PUBLIC CONSTRUCTION BOND

PROJECT NO.: 2022054

DESCRIPTION OF WORK: Installation/modification of guardrail

PROJECT LOCATION: Countywide

SURETY COMPANY: Great Midwest Insurance Company

SURETY ADDRESS: 800 Gessner Road, Suite 600  
Houston, TX 77024

SURETY PHONE: (713) 935-0226

BOND NUMBER: GM223960

BOND AMOUNT: One Million Five Hundred Thousand and 00/100 (\$1,500,000.00)

CONTRACT AMOUNT: \$1,500,000

As the Surety Company for Southeast Highway Guardrail and Attenuators, LLC we have executed the captioned bond. Because the contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, Michael E. Watts, Attorney-in-Fact, permission is hereby granted to Palm Beach County to fill in the contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

## POWER OF ATTORNEY

## Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:  
Michael E. Watts, Paul A. Simeon, Linda A. Damon

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



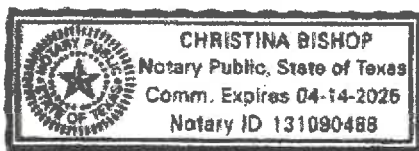
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill  
President

## ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop  
Notary Public

## CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.



BY

Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



<https://discover.pbcgov.org/oebo/Pages/Documents.aspx>

PC-1

406

I hereby certify that the above information is accurate to the best of my knowledge

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.



**OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION**

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. A completed release of lien form can be submitted in lieu of a Schedule 4.

This is to certify that \_\_\_\_\_ received a  
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ from \_\_\_\_\_  
(Prime Contractor Name)

On \_\_\_\_ / \_\_\_\_ / \_\_\_\_ for my \_\_\_\_ Invoice for labor and/or materials supplied  
MM DD YYYY Month

On \_\_\_\_ / \_\_\_\_  
(Project Name) (Project No.)

DEPT.: \_\_\_\_\_ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Price or Percentage: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor / subconsultant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification \_\_\_\_\_

Revised 12/31/2019

## CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

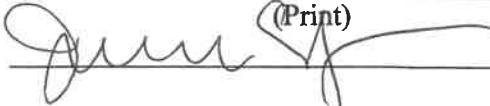
ROADWAY CONSTRUCTION SITES  
GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT  
PALM BEACH COUNTY PROJECT NO. 2022054

Pursuant to section 8-1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction the Contractor shall “not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work, but **shall perform with its own organization work amounting to not less than 40% of the total Contract amount.**”

Subcontractor Name	Subcontract to Whom	Work Description	Total Amt. Sublet
N/A	N/A	N/A	N/A

All pertinent provisions and requirements of the Contract Documents will be part of any subcontracts. It is agreed that an executed or a certified copy of the subcontract will be submitted upon request, to Palm Beach County (County). All sublets will be in continued compliance with all Contract provisions and that the Contractor will continue to perform the minimum percentage of the Contract Work with its own organization, as required by said Contract. It is recognized and agreed that, as Contractor, the Contractor remains responsible for the proper performance of all requirements of said contract and the County does not relieve or release the Contractor and its Surety or either of them of any liability under the Contract Bond. The Contractor certifies that firms or individuals, debarred or suspended by the FHWA or the County, are not being used as subcontractors. A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Southeast Highway Guardrail

Company Name: & Attenuators, LLC Authorized Officer: Barry Snyder  
 Address: 7760 Hooper Rd Signature:  (Print)  
West Palm Beach, FL 33411



Palm Beach County  
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002136	Southeast Highway Guardrail & Attenuators, LLC		Compliant					2022054	Southeast Highway Guardrail & Attenuators, LLC
		A , XV	Continental Casualty Company	7015245851	11/2/2022	11/2/2023	Auto Liability		
		Ag , XV	The Continental Insurance Company	7015245879	11/2/2022	11/2/2023	Excess Liability		
		Ag , XV	American Casualty Company of Reading, Pennsylvania	7015245865	11/2/2022	11/2/2023	General Liability		
		Ag , XV	The Continental Insurance Company	7034498116	11/2/2022	11/2/2023	Workers Comp		
Risk Profile :	Standard - Construction Services								
Required Additional Insured :	Palm Beach County Board of County Commissioners								
Ownership Entity :									



## Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002025	Southwide Industries, Inc.		Compliant					2022056	Pavement Marking Continuing Services Construction
		Ap . X	National Specialty Insurance Company	gmi044600	8/18/2022	8/18/2023	Auto Liability		
		Ag . XIV	Ascot Specialty Insurance Company	ESXS221000128501	8/18/2022	8/18/2023	Excess Liability		
		Ag . XIV	Ascot Specialty Insurance Company	ESGL221000128401	8/18/2022	8/18/2023	General Liability		
		A+g . XV	American Zurich Insurance Company	WC56-11-342-08	4/1/2022	4/1/2023	Workers Comp		

**Risk Profile :**

Standard - Construction Services

**Required Additional Insured :** Palm Beach County Board of County Commissioners**Ownership Entity :**



SOUTATT-01

MROSE

Item 6.

DATE (MM/DD/YYYY)  
3/22/2023

## CERTIFICATE OF LIABILITY INSURANCE

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).

<b>PRODUCER</b> Watts Group LLC 65 LaSalle Road #209 West Hartford, CT 06107	<b>CONTACT NAME:</b> Paul Simeon		
	<b>PHONE (A/C, No, Ext):</b> (860) 231-7250	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> psimeon@thewattsgrp.com		
<b>INSURED</b>  Southeast Highway Guardrail & Attenuators, LLC 7760 Hooper Rd. Royal Palm Beach, FL 33411	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> American Casualty Company of Reading, Pennsylvania		20427
	<b>INSURER B:</b> Continental Casualty Company		20443
	<b>INSURER C:</b> Continental Insurance Company		35289
	<b>INSURER D:</b> Continental General Insurance Company		71404
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		7015245865	11/2/2022	11/2/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						<b>SITE POLLUTION</b> \$ 1,000,000
	OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		7015245851	11/2/2022	11/2/2023	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<b>comp/coll deds</b> \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		7015245879	11/2/2022	11/2/2023	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7034498116	11/2/2022	11/2/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Rented/Owned Equip			7015410586	8/28/2022	11/2/2023	\$5,000 deductible 100,000
D	Installation			7015410586	8/28/2022	11/2/2023	\$5,000 deductible 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project #2022054.

Project Description: Guardrail Continuing Services Construction Contract.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's officers, employees and agents is endorsed as an additional insured on Commercial General Liability (and Umbrella Liability, if applicable).

\*Contractual Liability Coverage is applicable to the indemnification/hold harmless provision of article 7-12.1.

Note: Other entities in the right of way are to be listed individually as additionally insured.

## CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners  
c/o Engineering Department/Roadway Production Division  
2300 N Jog Rd Rm 3W-33  
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

# Participation Form

Small Business Enterprise (SBE)/Affirmative Procurement Initiative (API)/  
Minority/Women Owned Business Enterprise (M/WBE)

PROJECT Guardrail Continuing Services Construction Contract

PROJECT NO. 2022 054

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was 0 % /Affirmative Procurement Initiative (API) placed on this contract was 0 %.

The Contractor achieved a Small Business Enterprise (SBE) participation/Affirmative Procurement Initiative (API) of 0 % at the end of this project.

The Contractor's proposed Minority/Women Owned Business Enterprise (M/WBE) goal for this project was 0 %.

The Contractor achieved a Minority/Women Owned Business Enterprise (M/WBE) participation of 0 % at the end of this project.

CONTRACTOR: Southeast Highway Guardrail & Attenuators, LLC

BY: Barry Snyder

PRINT NAME: Barry Snyder, Member

DATE: 2/2/23



**CHANGE ORDER**

☐ Owner Initiated                      ☐ Quantity Overruns/Underruns  
☐ Differing Site Conditions           ☐ Request By Another Agency/Outside Party:  
☐ Zoning/Code/Ordinance Changes  
☐ Errors/Omissions/In Design           ☐ A. Reimbursable    ☐ B. Non-Reimbursable  
☐ Other:

PROJECT:  
 (Name)  
 TO:  
 (Contractor)

CHANGE ORDER NO:  
 COUNTY PROJECT NO:  
 CONTRACT DATE:  
 RESOLUTION NO:  
 DISTRICT NO:

You are directed to make the following changes in this Contract:

The original Contract Sum was	.	.	.	.	.	.	\$
Net change by previous Change Orders	.	.	.	.	.	.	\$
The Contract Sum prior to this Change Order was	.	.	.	.	.	.	\$
The Contract Sum will be increased by this Change Order	.	.	.	.	.	.	\$
The new Contract Sum including this Change Order will be	.	.	.	.	.	.	\$
The Contract Time will be increased by.	.	.	.	.	.	.	( ) Days
The Date of Completion including this Change Order therefore is	.	.	.	.	.	.	

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

**Southeast Highway Guardrail & Attenuators, LLC**

CONTRACTOR

Address 7760 Hooper Road  
West Palm Beach, FL 33411

NAME: Barry SnyderSIGNATURE: [Signature]TITLE: MemberDATE: 2/2/23



**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229**

**REQUEST:**

☐ WORK ORDER NO. \_\_\_\_\_  
☐ NEW AUTHORIZATION \_\_\_\_\_  
☐ CHANGE ORDER NO. \_\_\_\_\_  
☐ SUPPLEMENTAL NO. \_\_\_\_\_  
☐ OTHER: \_\_\_\_\_

**REQUESTING DIVISION:**

☐ ROAD & BRIDGE \_\_\_\_\_  
☐ TRAFFIC \_\_\_\_\_  
☐ ROADWAY PRODUCTION \_\_\_\_\_  
☐ CONSTRUCTION COOR. \_\_\_\_\_  
☐ STREETScape \_\_\_\_\_

**INFORMATION:**

DATE \_\_\_\_\_  
 REQUESTOR \_\_\_\_\_  
 COMMISSION DISTRICT NO: \_\_\_\_\_  
 RESOLUTION NO: \_\_\_\_\_  
 PBC PO NUMBER: \_\_\_\_\_

**PROJECT LOCATION/LIMITS:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_  
**CONTRACT NO:** \_\_\_\_\_

**BUDGET LINE ITEM:** \_\_\_\_\_  
**CONTRACT DATE:** \_\_\_\_\_

**CONTRACTOR/CONSULTANT/VENDOR:** \_\_\_\_\_ **VENDOR #** \_\_\_\_\_  
**CONTACT:** \_\_\_\_\_ **CONTACT PHONE NUMBER:** \_\_\_\_\_

**Details:**

The total amount of this request, per the attached documentation, is not to exceed \$ \_\_\_\_\_

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was \_\_\_\_%.

The Affirmative Procurement Initiative (API) placed on this contract was \_\_\_\_%.

The estimated SBE participation/API for this request is \_\_\_\_%.

The cumulative SBE participation/API to date for this Contract including this request is \_\_\_\_%.

The Minority/Women Owned Business Enterprise (M/WBE) API for this contract is \_\_\_\_%. The estimated M/WBE participation for this request is \_\_\_\_%. The cumulative M/WBE participation to date for this Contract including this request is \_\_\_\_%.

**Palm Beach County Engineering and Public Works Contact:**

<u>Albert W. Hoffman</u>	<u>Director, Construction Coordination</u>	<u>561-684-4180</u>
Name	Title	Telephone Number

**CONTRACTOR/CONSULTANT/VENDOR APPROVALS**

Please indicate your receipt of this request by signing and returning this original document to our office.

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**PALM BEACH COUNTY APPROVALS**

**BOARD APPROVAL?** No **Date:** \_\_\_\_\_

\_\_\_\_\_  
Division Approval Date

\_\_\_\_\_  
Budget Approval Date

\_\_\_\_\_  
Deputy County Engineer Date

\_\_\_\_\_  
Contract Review Committee (when required) Date



**FORM OF GUARANTEE**BOND NO. GM223960

GUARANTEE FOR (Contractor and Surety Name) Southeast Highway Guardrail and Attenuators, LLC  
 and Great Midwest Insurance Company

We the undersigned hereby guarantee that the Guardrail Continuing Services Construction Contract (Project), Project Number 2022054, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated APR 18 2023  
 (notice of completion filing date)

**SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY**

Southeast Highway Guardrail and Attenuators, LLC (Seal)  
 (Contractor)

By: [Signature]  
 (Signature)

Barry Snyder, Member  
 (Printed Name and Title)

Great Midwest Insurance Company (Seal)  
 (Surety)

By: [Signature]  
 (Signature)

Michael E. Watts, Attorney-in-Fact  
 (Printed Name and Title)

## POWER OF ATTORNEY

## Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Michael E. Watts, Paul A. Simeon, Linda A. Damon

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



**GREAT MIDWEST INSURANCE COMPANY**

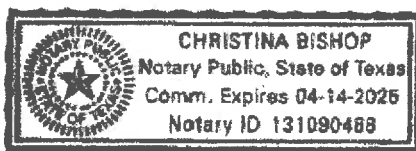
BY \_\_\_\_\_

*Mark W. Haushill*

Mark W. Haushill  
President

## ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY \_\_\_\_\_

*Christina Bishop*

Christina Bishop  
Notary Public

## CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.



BY \_\_\_\_\_

*Leslie K. Shaunty*

Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."**

**Surety Acknowledgement**

State of Connecticut

ss. Manchester

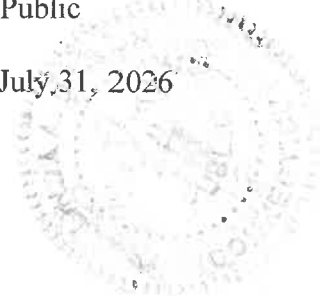
County of Hartford

On this       day of       , in the year       , before me personally came Michael E. Watts, to me known, who being by me duly sworn, did depose and say that he resides in West Hartford, CT, that he is the Attorney-In-Fact of the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation, that the seals affixed to said instrument is such seal, that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.



Linda A. Damon - Notary Public

My Commission Expires: July 31, 2026



## CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety Company:

\_\_\_\_\_  
[name and address of Surety]

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

\_\_\_\_\_  
[name and address of Contractor]

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, Board of County Commissioners, 301 N. Olive Avenue, West Palm Beach, Florida 33401, as set forth in said Surety Company's bond:

\_\_\_\_\_  
IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Attest) Witness Signature

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Witness Printed Name)

\_\_\_\_\_  
(Signature of Surety's Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)

(Seal)

# FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of \$ \_\_\_\_\_, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as \_\_\_\_\_ "Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personnel are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my and seal and I hereby acknowledge that the foregoing statements are true and correct this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESS:

CONTRACTOR

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Print Name*

BY \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_ for \_\_\_\_\_, on behalf  
*(title of officer/member/partner) (name of corporation/company/partnership)*

of the \_\_\_\_\_, who is ☐ personally known to me or has  
*[choose one] corporation/company/partnership*

produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

## Form 1

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me the undersigned authority in said county and state, personally appeared \_\_\_\_\_, who being first duly sworn, deposes and says that he is:

\_\_\_\_\_ (a) President (or Vice President) of \_\_\_\_\_  
corporation authorized to do business under the laws of Florida and which Corporation is the contractor;

OR

\_\_\_\_\_ (b) a partner of the firm of \_\_\_\_\_  
composed of \_\_\_\_\_ and \_\_\_\_\_, doing business  
under the name of \_\_\_\_\_, which firm is the contractor;

OR

\_\_\_\_\_ (c) the individual who, doing business under the trade name of \_\_\_\_\_  
is the contractor,

on project No. \_\_\_\_\_, Road \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_  
County, Florida, under Resolution No. \_\_\_\_\_ with the County of Palm Beach dated  
the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_; that the deponent knows of his own  
knowledge that:

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.
2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.
3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.
4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affix Corp. Seal)

\_\_\_\_\_  
(Deponent)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

CONTRACTOR: \_\_\_\_\_

PROJECT: \_\_\_\_\_

## Form 2

We, the \_\_\_\_\_, having heretofore executed a performance and payment bond for the above named contractor covering the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surety company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the \_\_\_\_\_ has caused the Instrument to be executed on its behalf by its \_\_\_\_\_ and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

SURETY COMPANY

(AFFIX SEAL)

BY: \_\_\_\_\_  
It's Attorney in Fact

(Power of Attorney must be attached  
if executed by Attorney in Fact)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_,

(e.g. attorney in fact)

(name of Surety)

on behalf of said surety, and who is ☐ personally known to me or has produced \_\_\_\_\_ (type of identification) as identification, and who acknowledges that [circle one] he/she executed said instrument for the purpose therein expressed and that [circle one] he/she has due and legal authority to execute the same on behalf of said surety

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Countersignature: \_\_\_\_\_  
Required ONLY if executed by Non Florida Resident Agent

CONST-8







**DISBURSEMENT OF PREVIOUS PERIODIC PAYMENTS TO SUBCONTRACTORS**

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

PROJECT NO: \_\_\_\_\_

TO APPLY TO MONTHLY ESTIMATE FOR \_\_\_\_\_, 20\_\_\_\_  
(Month)

\_\_\_\_\_, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for \$ \_\_\_\_\_ which is in dispute with

\_\_\_\_\_ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

\_\_\_\_\_  
*Contractor*\_\_\_\_\_  
*Signature*\_\_\_\_\_  
*Print Name*\_\_\_\_\_  
*Title*STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_The foregoing instrument was acknowledged before me by means of ☐ physical presence or  
☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_ for \_\_\_\_\_, on behalf  
(title of officer/member/partner) (name of corporation/company/partnership)of the \_\_\_\_\_, who is ☐ personally known to me or has  
[choose one] corporation/company/partnership

produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

**DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS**

DATE: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_  
 TO APPLY TO FINAL ESTIMATE NO. \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for \$ \_\_\_\_\_ which is in dispute with \_\_\_\_\_ (leave blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount

(Use Attachment for Additional Sub-Contractor or Suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____ Contractor	_____ By
	_____ Title

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_ for \_\_\_\_\_, on behalf  
 (title of officer/member/partner) (name of corporation/company/partnership)

of the \_\_\_\_\_, who is ☐ personally known to me or has  
 [choose one] corporation/company/partnership

produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
 (Signature of Notary Public - State of Florida)



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

*Serving you.*

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

**\*\*LOCATED AT\*\***  
7760 HOOPER RD  
ROYAL PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	SOUTHEAST HIGHWAY HOLDINGS LLC		B21.588049 - 08/18/21	\$132.00	B40158209

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

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2021/2022 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016093002  
EXPIRES: SEPTEMBER 30, 2022**



SOUTHEAST HIGHWAY GUARDRAILS AND ATTENUATORS  
SOUTHEAST HIGHWAY HOLDINGS LLC  
7760 HOOPER RD  
WEST PALM BEACH FL 33411-3831



6 - 2320

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



	<b>PALM BEACH COUNTY - VENDOR SELF SERVICE (VSS)</b> <b>SUBSTITUTE FORM W-9: REQUEST FOR</b> <b>TAXPAYER IDENTIFICATION NUMBER&amp;CERTIFICATION</b>	<b>DO NOT SUBMIT</b> <b>FORM TO IRS</b>
<b>TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.</b>		
<b>FOR OFFICIAL USE ONLY: VENDOR/CUSTOMER CODE VS0000006418</b>		
<b>Part I: Vendor Information</b>		
<b>1. Legal Business Name:</b> (As it appears on IRS EIN records, CP575, 147C - or - Social Security Admin records, Social Security Card, certified Form SSA7028) Southeast Highway Guardrail & Attenuators, LLC	<b>2. If you use Alias/DBA , please list below:</b>	
<b>3. Entity Type:</b> LLC filing as Partner	<b>FOR OFFICIAL USE ONLY</b>	
<b>Part II: Taxpayer Identification Number (TIN) &amp;Taxpayer Identification Type</b>		
<b>1. Enter your TIN here: (DO NOT USE DASHES) 812488503</b>		
<b>2. Taxpayer Identification Type (Check appropriate box):</b>		
<input checked="" type="checkbox"/> Employer ID No. (EIN)	<input type="checkbox"/> Social Security No. (SSN)	<input type="checkbox"/> Individual Taxpayer ID No. (ITN)
<input type="checkbox"/> N/A (Non-United States Business Entity)		
<b>Part III: Primary 1099 Vendor&amp;Remittance Address</b>		
<b>1. Primary 1099 Vendor Address:</b>  Number, Street, and Apartment or Suite Number 7760 Hooper Rd  City, State and Nine Digit Zip Code or Country West Palm Beach FL 33411-3831	<b>2. Remittance Address:</b>  Number, Street and Apartment or Suite Number 7760 Hooper Rd  City, State and Nine Digit Zip Code or Country West Palm Beach FL 33411-3831 USA	
<b>Part IV: Exemption from Backup Withholding</b>		
For payees exempt from Backup Withholding, check the box and provide an exemption code: <input type="checkbox"/> Exempt from Backup Withholding Exemptions (code applies only to certain entities, not individuals; see instructions on page 3): Exemptions from FATCA reporting code (if any): _____ Exempt payee code (if any): _____ (Applies to accounts maintained outside the US)		
<b>Part V: Certification</b>		
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).		
Sign Here:		561-792-0040
	Signature Barry Snyder	Phone Number
	Print Preparer's Name	Phone Number
Contact's Email Address	barry.snyder@sehighway.com	
PLEASE FAX TO: 561-242-6744 OR EMAIL TO: PBCVendor@pbcgov.org. SUBSTITUTE FORM W9 MUST BE SUBMITTED ALONG WITH APPLICATION FOR VSS REGISTRATION SUMMARY FORM		



DIVISION of  
**CORPORATIONS**  
*an official State of Florida website*

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#)   [Next On List](#)   [Return to List](#)

SOUTHEAST HIGHWAY

[Events](#)   **No Name History**

### **Detail by Entity Name**

Foreign Limited Liability Company

SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

#### **Filing Information**

<b>Document Number</b>	M16000003895
<b>FEI/EIN Number</b>	81-2488503
<b>Date Filed</b>	05/16/2016
<b>State</b>	DE
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	12/04/2019
<b>Event Effective Date</b>	NONE

#### **Principal Address**

7760 Hooper Rd.  
West Palm Beach, FL 33411

Changed: 01/29/2020

#### **Mailing Address**

7760 Hooper Rd.  
West Palm Beach, FL 33411

Changed: 01/29/2020

**Registered Agent Name & Address**

CORPORATION SERVICE COMPANY  
 1201 HAYS STREET  
 TALLAHASSEE, FL 32301-2525

**Authorized Person(s) Detail****Name & Address**

Title Member

Snyder, Barry  
 7760 Hooper Rd.  
 West Palm Beach, FL 33411

Title Manager

Sinkus, Connie  
 7760 Hooper Rd.  
 West Palm Beach, FL 33411

**Annual Reports**

Report Year	Filed Date
2021	04/23/2021
2022	07/28/2022
2022	08/03/2022

**Document Images**

<a href="#"><u>08/03/2022 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>07/28/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/23/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/29/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>12/04/2019 -- LC Amendment</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/16/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/27/2018 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/02/2018 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/09/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>07/05/2017 -- LC Amendment</u></a>	<a href="#">View image in PDF format</a>

[04/19/2017 -- ANNUAL REPORT](#)[View image in PDF format](#)[08/19/2016 -- LC Amendment](#)[View image in PDF format](#)[05/19/2016 -- LC Amendment](#)[View image in PDF format](#)[05/13/2016 -- Foreign Limited](#)[View image in PDF format](#)[Previous On List](#)[Next On List](#)[Return to List](#)

SOUTHEAST HIGHWAY

[Search](#)[Events](#)**No Name History**



Company ID Number: 1113707

**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	Southeast Highway Guardrail & Attenuators
Company Facility Address	7760 Hooper Rd. West Palm Beach, FL 33411
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	812488503
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3 site(s)





Item 6.

Company ID Number: 1113707

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FL

3



Company ID Number: 1113707

Approved by:

<b>Employer</b> Southeast Highway Guardrail & Attenuators	
<b>Name (Please Type or Print)</b> Megan Reynolds	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2016
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2016

**Similar Projects Information** *(complete the following for each similar project)*

Similar Project Experience	Name	Annual Guardrail Construction Contract Palm Beach County - Project #2020052
	Location	Palm Beach County - County Wide
	Total Construction Cost	Contract \$ 1,745,000.00
	Description	Guardrail and Attenuators Maintenance in Palm Beach County Roads
Client/ Owner	Firm / Agency	Palm Beach County - Engineering and Public Works
	Contact person	Holly Knight
	Phone number	561 684 4151
	Email	HKnight@pbcgov.org
Bidder's Role (prime/subcontractor):		Prime Contractor
Portion of Project Completed by Bidder:		100%
Construction Cost of Portion of Project Completed by Bidder:		\$ 1,132,276.72

**Similar Projects Information** *(complete the following for each similar project)*

Similar Project Experience	Name	AR-20-11584-HL - Guardrail Repair Project
	Location	Osceola County - County Wide
	Total Construction Cost	Contract \$ 120,000.00
	Description	Guardrail Maintenance in Osceola County Roads
Client/ Owner	Firm / Agency	Osceola County
	Contact person	Danny Hinton
	Phone number	407 742 7500
	Email	danny.hinton@osceola.org
Bidder's Role (prime/subcontractor):		Prime Contractor
Portion of Project Completed by Bidder:		Current - 100 %
Construction Cost of Portion of Project Completed by Bidder:		\$ 96,023.75

**Similar Projects Information** *(complete the following for each similar project)*

Similar Project Experience	Name	Turnpike Enterprise E8T57
	Location	HEFT Maintenance
	Total Construction Cost	Contract \$ 381,448.55 per year (3 year contract)
	Description	Removal, Replacement, Relocation, and Repair of damaged or destroyed sections of Guardrail and/or attenuators in PBC
Client/ Owner	Firm / Agency	Florida Department of Transportation
	Contact person	Guillermo Vado
	Phone number	954 934 1367
	Email	guillermovado@dot.state.fl.us
Bidder's Role (prime/subcontractor):		Prime Contractor
Portion of Project Completed by Bidder:		Current - 100%
Construction Cost of Portion of Project Completed by Bidder:		\$ 317,939.80



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine Ramaglia, Town Manager**

**DATE: June 4, 2024**

**SUBJECT: Consideration of *Resolution No. 2024-35* approving easements related to Paving A Road and Collecting Canal from A Road to B Road**

### **Background:**

The Town Council has previously indicated support for the paving of A Road south of Okeechobee Boulevard and Collecting Canal from A Road to B Road. Both of these roadway segments are and have been maintained by the Town since the Town and District merged. It is anticipated that such paving project will be initiated as a part of the Town's FY 2025 Capital Improvement Plan. In order to ensure the paving project will be able to move forward in a timely manner, it is beneficial for the Town to secure Roadway and/or Drainage and/or Utility easements along those portions of the roads. The proposed easements will generally encompass the western 25 feet of the properties along A Road and the southern 25 feet of the properties on Collecting Canal Road. While there is an existing 20 foot roadway easement along Collecting Canal Road, drainage easements would be useful in this area.

Town staff will be reaching out to the property owners using the attached checklist to guide their efforts to secure the requested easements. The property locations for the proposed easements are identified in Exhibit "A" to Resolution No. 2024 - and the form of the proposed easement is the Town's standard easement form which was previously approved by Town Council is attached to the Resolution as Exhibit "B". The exact nature and extent of the easement will vary depending on the particular location.

The Town Council must accept the easements in accordance with Section 05-085 of Article 05 "Administrative and Legal Provisions" of Part I "Administration and Definitions of the Town's ULDC. In order to facilitate Council's consideration and approval of the FY25 CIP program and gauge the residents' interest in A Road and Collecting Canal Road being paved, the Town Manager suggests the Town Council approve and accept the easements at the identified locations, authorize the Mayor to execute the easements and Town staff to record the easements, without the necessity of bringing them back individually to the Town Council for acceptance and approval, under the following conditions:

1. That the easements will be in the standard form approved by Town Council or with nonmonetary changes subject to approval by the Town Manager and Town Attorney;
2. Authorizing the Mayor (or Town Manager) to execute the acceptance of the easements identified in the Resolution upon approval by the Town Attorney;
3. Require that the easement for each property after being fully executed be recorded.

**Recommendation:** Move that Town Council adopt *Resolution No. 2024-35* accepting easements on properties identified therein.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2024-35

#### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING EASEMENTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Roadway, Drainage, and Utility purposes; and

**WHEREAS**, specifically, the Town has a need for easements on the properties listed in the attached Exhibit “A” in order to ensure there is a clear right to make road and drainage improvements on A Road, south of Okeechobee Boulevard, and Collecting Canal Road from A Road to B Road, which are anticipated to take place in Fiscal Year 2025; and

**WHEREAS**, the easements will be substantially in the form previously approved by Town Council for Roadway, Drainage and Utility Easements, attached as Exhibit “B”; and

**WHEREAS**, pursuant to Section 05-085 of the Town’s Unified Land Development Code and Town Council adopted procedures, all easements must be accepted by the Town Council prior to recording.

#### **NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The Town Council hereby accepts Easements for Roadway, and/or Drainage and/or Utility purposes, as the necessity of those Easements are determined by Town staff to facilitate the road and drainage improvements including paving of A Road South of Okeechobee Boulevard to Collecting Canal Road and Collecting Canal Road from A Road to B Road, upon the properties identified in Exhibit “A”, attached hereto, in substantially the same form as previously approved by Town Council, subject to the approval of the Town Manager and Town Attorney. No monetary changes to the form of the easement will be approved by the Town Manager and Town Attorney without further authorization from Town Council. Upon approval by the Town Attorney, the Mayor is authorized to execute the Easements on behalf of the Town and Town staff is directed to have said Easements recorded in the public records.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 5.** This Resolution shall become effective upon its adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF JUNE, 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Anita Kane, Mayor

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Margaret Herzog, Vice Mayor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Laura Danowski, Councilmember

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Phillis Maniglia, Councilmember

\_\_\_\_\_  
Robert Shorr, Councilmember



**EXHIBIT A****LOCATION OF EASEMENTS****A ROAD SOUTH**

1. **A Road** – Parcel Identification Number: 41-41-43-17-01-101-0040
2. **915 A Road** – Parcel Identification Number: 41-41-43-17-01-102-0020
3. **966 A Road** – Parcel Identification Number: 41-41-43-17-01-102-0010
4. **1062 A Road** – Parcel Identification Number: 41-41-43-17-01-103-0030
5. **1120 A Road** – Parcel Identification Number: 41-41-43-17-01-103-0010
6. **1180 A Road** – Parcel Identification Number: 41-41-43-17-01-104-0020
7. **A Road** – Parcel Identification Number: 41-41-43-17-01-104-0040
8. **A Road** – Parcel Identification Number: 41-41-43-17-01-105-0040
9. **1400 A Road** – Parcel Identification Number: 41-41-43-17-01-105-0030
10. **1470 A Road** – Parcel Identification Number: 41-41-43-17-01-106-0020
11. **1560 A Road** – Parcel Identification Number: 41-41-43-17-01-106-0040
12. **1688 A Road** – Parcel Identification Number: 41-41-43-17-01-107-0020
13. **1742 A Road** – Parcel Identification Number: 41-41-43-17-01-107-0030
14. **1814 A Road** – Parcel Identification Number: 41-41-43-17-01-108-0020
15. **1858 A Road** – Parcel Identification Number: 41-41-43-17-01-108-0010
16. **15960 Okeechobee Blvd.** – Parcel Identification Number: 41-41-43-17-01-109-0030

**COLLECTING CANAL ROAD**

1. **15565 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-147-0010
2. **15665 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-147-0020
3. **15707 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-147-0030
4. **15801 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-101-0010
5. **15851 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-101-0020
6. **15897 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-101-0030
7. **15961 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-101-0050

Prepared by and return to:  
 Elizabeth V. Lenihan, Esq.  
 Town of Loxahatchee Groves  
 155 F Road  
 Loxahatchee Groves, FL 33470

## EXHIBIT "B"

### ROADWAY/DRAINAGE/UTILITY EASEMENT AGREEMENT

THIS GRANT OF A ROADWAY/DRAINAGE/UTILITY EASEMENT ("Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between (NAME) and (NAME), husband and wife, with a mailing address of (NUMBER) A Road, Loxahatchee, Florida, 33470, hereinafter referred to as the "GRANTOR", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

#### WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the roadway/drainage/utility improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided. The GRANTEE acknowledges that the existing fence and landscaping are not an

obstruction and will not be removed by the GRANTEE; however, new and replacement fencing and landscaping must be placed outside the Easement Property.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grant to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this easement on the day and year first above written.

WITNESSES:

**GRANTOR:**

By: \_\_\_\_\_

\_\_\_\_\_

Witness name: \_\_\_\_\_

NAME

Witness address: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Witness name: \_\_\_\_\_

NAME

Witness address: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by NAME and NAME, who are ☐ personally known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

**GRANTEE ACCEPTANCE:**

**TOWN OF LOXAHATCHEE GROVES**

ATTEST:

By: \_\_\_\_\_  
Anita Kane, Mayor

\_\_\_\_\_  
Town Clerk

Approved as to form  
and legal sufficiency

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit "A"Description of Easement

The West 25 feet of the of the LEGAL DESCRIPTION OF THE PROPERTY of Tract \_\_\_\_, Block A, Loxahatchee Groves, according to the plat thereof as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida.

**A portion of Property Control Number: 41-41-43-17-01-10x-xxxx**



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Francine Ramaglia, Town Manager**

**DATE: June 4, 2024**

**SUBJECT: Consideration of 7<sup>th</sup> Addendum to the Law Enforcement Service Agreement (LESA)**

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**Background:**

On October 1, 2017, an agreement was made by and between the Town of Loxahatchee Groves and Ric L. Bradshaw, Sheriff of Palm Beach County. The Parties executed a Law Enforcement Service Agreement effective October 1, 2017, a First Addendum effective October 1, 2018, a Second Addendum effective October 1, 2019, a Third Addendum effective October 1, 2020, a Fourth Addendum effective October 1, 2021, a Fifth Addendum effective October 1, 2022, Fifth Addendum effective October 1, 2022, and Sixth Addendum effective October 1, 2023 by which the Sheriff agreed to perform law enforcement services.

Now before Town Council is the Seventh Addendum which is propose to take effect October 1, 2024 for an additional thirty-six (36) months ending on September 30, 2027.

The chart below shows the changes in prices from October 1, 2017 through September 30, 2027 in which you will see an increase of 13.7% over the 10 years.

Contract Type	Effective Date	of Annual Amount	Contract	Annual Increase to the Agreement
Original	October 1, 2017		\$610,000.00	N/A
Addendum 1	October 1, 2018		\$622,200.00	2%
Addendum 2	October 1, 2019		\$622,200.00	0%
Addendum 3	October 1, 2020		\$622,200.00	0%
Addendum 4	October 1, 2021		\$622,200.00	0%
Addendum 5	October 1, 2022		\$640,866.00	3%
Addendum 6	October 1, 2023		\$660,092.00	3%
Addendum 7	October 1, 2024		\$666,693.00	1%
	October 1, 2025		\$680,027.00	2%
	October 1, 2026		\$693,628.00	2%



155 F Road Loxahatchee Groves, FL 33470

**Recommendation:**

Move that Town Council approve ***Resolution No. 2024-34*** authorizing the Seventh Addendum to the Law Enforcement Service Agreement between the Town and Sheriff Ric L. Bradshaw.



**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2024-34****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND SHERIFF RIC L. BRADSHAW AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 11(2) of the Charter of the Town of Loxahatchee Groves (“Town”) provides that “law enforcement services will be provided by contract with the Palm Beach County Sheriff’s Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum”; and

**WHEREAS**, in accordance with the Town Charter, the Town entered into a Law Enforcement Service Agreement with Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (“Sheriff”) effective October 1, 2017; and

**WHEREAS**, the parties have annually executed an Addendum to extend the term of the Law Enforcement Services Agreement, currently through October 1, 2024, and make other changes as necessary; and

**WHEREAS**, the Sheriff, through the Seventh Addendum, has agreed to extend the term of the Law Enforcement Service Agreement, as previously modified, and requested additional changes including an increase in the cost of the services and setting a defined amount for additional services; and

**WHEREAS**, the Town has determined it to be in the best interests of the residents of the Town to enter into the Seventh Addendum.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted as if fully set forth herein.

**Section 2.** The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Seventh Addendum to the Law Enforcement Service Agreement with Sheriff Ric L. Bradshaw.

**Section 3.** This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Laura Danowski

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Robert Shorr

**SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES**

This Seventh Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as “Loxahatchee Groves”) located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the “Parties.”

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, a Third Addendum effective October 01, 2020, a Fourth Addendum effective October 01, 2021, a Fifth Addendum effective October 01, 2022, and a Sixth Addendum effective October 01, 2023, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to renew said Agreement for an additional thirty six (36) months, effective October 01, 2024.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as follows:

The total amount due for services (personnel and equipment) for the period beginning October 01, 2024 through September 30, 2025 shall be \$666,693.00. Monthly payments shall be \$55,557.75.

The total amount due for services (personnel and equipment) for the period beginning October 01, 2025 through September 30, 2026 shall be \$680,027.00. Eleven monthly payments shall be \$56,668.92. The last monthly payment shall be \$56,668.88.

The total amount due for services (personnel and equipment) for the period beginning October 01, 2026 through September 30, 2027 shall be \$693,628. Eleven monthly payments shall be \$57,802.33. The last monthly payment shall be \$57,802.37.

2. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2, Section 2.1 (E) shall be compensated at a rate of \$116.00 per hour and will be billed by the Sheriff to the Town on a monthly basis. This rate is subject to change upon agreement between the Town and Sheriff. Alternatively, the Town may opt to submit an application for an off-duty permit.

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Seventh Addendum to this Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE**

**TOWN OF LOXAHATCHEE GROVES**

BY: \_\_\_\_\_  
Ric L. Bradshaw

BY: \_\_\_\_\_  
Anita Kane

Title: Sheriff

Title: Mayor

Witness: \_\_\_\_\_  
Eric Coleman, Major

Witness: \_\_\_\_\_  
Valerie Oakes, Interim Town Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Reviewed and approved for execution:

BY: \_\_\_\_\_  
Francine Ramaglia, Town Manager

# Town of Loxahatchee

## Vendor Activity Report

Item 8.

Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Discount Amount Discount Taken	Payment Type	Payment #	Payment Date	Amount Paid	Transaction Balance
<b>PBSO(Palm Beach Sheriffs Office)</b>										
10/02/2017	57217	Invoice	10/02/2017	\$50,833.33	\$0.00	Computer Check	7858	10/03/2017	\$50,833.33	\$0.00
	Law Enforcement Contract-New		10/02/2017							
10/10/2017	57590	Invoice	10/18/2017	\$50,833.33	\$0.00	Computer Check	7894	10/18/2017	\$50,833.33	\$0.00
	Law Enforcement Contract- November		10/18/2017							
11/06/2017	57591	Invoice	11/17/2017	\$50,833.33	\$0.00	Computer Check	7937	11/17/2017	\$50,833.33	\$0.00
	Monthly Law Enforcement srevices		11/15/2017							
12/08/2017	57592	Invoice	12/18/2017	\$50,833.33	\$0.00	Computer Check	7981	12/19/2017	\$50,833.33	\$0.00
	Monthly sheriff's invoice		12/18/2017							
01/08/2018	57593	Invoice	01/19/2018	\$50,833.33	\$0.00	Computer Check	8031	01/19/2018	\$50,833.33	\$0.00
	Monthly Law Enforcement- Contract		01/19/2018							
02/08/2018	57594	Invoice	02/12/2018	\$50,833.33	\$0.00	Computer Check	8062	02/14/2018	\$50,833.33	\$0.00
	Monthly law enforcement contract		02/12/2018							
03/08/2018	57595	Invoice	03/15/2018	\$50,833.33	\$0.00	Computer Check	8114	03/16/2018	\$50,833.33	\$0.00
	LAW Enforcement CONtract Services- April		03/15/2018							
03/19/2018	59395	Invoice	03/30/2018	\$184.00	\$0.00	Computer Check	8134	03/30/2018	\$184.00	\$0.00
	Law Enforcement- Election Duty		03/30/2018							
04/06/2018	57596	Invoice	04/16/2018	\$50,833.33	\$0.00	Computer Check	8159	04/16/2018	\$50,833.33	\$0.00
	Monthly Law Enforcement Contract		04/16/2018							
05/07/2018	57597	Invoice	05/15/2018	\$50,833.33	\$0.00	Computer Check	8190	05/15/2018	\$50,833.33	\$0.00
	Monthly law enforcement contract		05/15/2018							
06/07/2018	57598	Invoice	06/19/2018	\$50,833.33	\$0.00	Computer Check	8243	06/20/2018	\$50,833.33	\$0.00
	Monthly law enforcement contract		06/19/2018							
07/02/2018	60423	Invoice	07/18/2018	\$212.00	\$0.00	Computer Check	8337	07/19/2018	\$212.00	\$0.00
	Off duty Deputy- 6-25- Board Meeting		07/18/2018							
07/10/2018	57599	Invoice	07/19/2018	\$50,833.33	\$0.00	Computer Check	8355	07/19/2018	\$50,833.33	\$0.00

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Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Discount Amount Discount Taken	Payment Type	Payment #	Payment Date	Amount Paid	Transaction Balance
	Law Enforcement Contract-Town		07/19/2018							
08/09/2018	57600	Invoice	08/20/2018	\$50,833.37	\$0.00	Computer Check	8432	08/20/2018	\$50,833.37	\$0.00
	Law Enforcement contract- Sept.		08/20/2018							
09/10/2018	60980	Invoice	10/03/2018	\$51,850.00	\$0.00	Computer Check	8527	10/04/2018	\$51,850.00	\$0.00
	PBSO contract- October		10/03/2018							
10/10/2018	61399	Invoice	10/16/2018	\$51,850.00	\$0.00	Computer Check	8563	10/17/2018	\$51,850.00	\$0.00
	Law enforcement contract-Nov		10/16/2018							
11/08/2018	61400	Invoice	11/19/2018	\$51,850.00	\$0.00	Computer Check	8625	11/19/2018	\$51,850.00	\$0.00
	Law enforcement contract- December 18		11/19/2018							
12/10/2018	61401	Invoice	12/11/2018	\$51,850.00	\$0.00	Computer Check	8668	12/12/2018	\$51,850.00	\$0.00
	Law enforcement contract service- January		12/11/2018							
01/07/2019	61402	Invoice	01/10/2019	\$51,850.00	\$0.00	Computer Check	8724	01/11/2019	\$51,850.00	\$0.00
	Law Enforcement Contract- February		01/10/2019							
02/07/2019	61403	Invoice	02/20/2019	\$51,850.00	\$0.00	Computer Check	8807	02/21/2019	\$51,850.00	\$0.00
	Monthyl law enforcement contract services		02/20/2019							
03/06/2019	61404	Invoice	03/08/2019	\$51,850.00	\$0.00	Computer Check	8856	03/08/2019	\$51,850.00	\$0.00
	Law Enforcement Contract- April		03/08/2019							
04/08/2019	61405	Invoice	04/11/2019	\$51,850.00	\$0.00	Computer Check	8928	04/17/2019	\$51,850.00	\$0.00
	Law Enforcement service contract- May		04/11/2019							
04/08/2019	63210	Invoice	04/11/2019	\$212.00	\$0.00	Computer Check	8928	04/17/2019	\$212.00	\$0.00
	Municipal election duty		04/11/2019							
05/09/2019	61406	Invoice	05/15/2019	\$51,850.00	\$0.00	Computer Check	8994	05/28/2019	\$51,850.00	\$0.00
	Law Enforcement service- June-19		05/15/2019							
06/10/2019	61407	Invoice	06/20/2019	\$51,850.00	\$0.00	Computer Check	9052	06/26/2019	\$51,850.00	\$0.00
	Monthly law enforcement services- July 2019		06/20/2019							
07/08/2019	61408	Invoice	07/15/2019	\$51,850.00	\$0.00	Computer Check	9088	08/06/2019	\$51,850.00	\$0.00

# Town of Loxahatchee

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Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Discount Amount Discount Taken	Payment Type	Payment #	Payment Date	Amount Paid	Transaction Balance
	Law Enforcement Contract Services-August 19		07/15/2019							
08/08/2019	61409	Invoice	08/13/2019	\$51,850.00	\$0.00	Computer Check	9131	08/14/2019	\$51,850.00	\$0.00
	Law Enforcement Service Contract-September 2019		08/13/2019							
10/03/2019	64654	Invoice	10/14/2019	\$51,850.00	\$0.00	Computer Check	9267	10/21/2019	\$51,850.00	\$0.00
	Law Enforcement Services Contract-October-19		10/14/2019							
10/09/2019	64777	Invoice	10/14/2019	\$51,850.00	\$0.00	Computer Check	9267	10/21/2019	\$51,850.00	\$0.00
	Law Enforcement Services Contract-November		10/14/2019							
11/06/2019	65214	Invoice	11/12/2019	\$51,850.00	\$0.00	Computer Check	9306	11/13/2019	\$51,850.00	\$0.00
	Monthly law enforcement contract service - December		11/12/2019							
12/09/2019	65215	Invoice	12/11/2019	\$51,850.00	\$0.00	Computer Check	9361	12/18/2019	\$51,850.00	\$0.00
	Law Enforcement Services Contract- January		12/11/2019							
01/09/2020	65216	Invoice	01/13/2020	\$51,850.00	\$0.00	Computer Check	9419	01/21/2020	\$51,850.00	\$0.00
	Law Enforcement Services Contract- February		01/13/2020							
02/03/2020	65217	Invoice	02/11/2020	\$51,850.00	\$0.00	Computer Check	9458	02/11/2020	\$51,850.00	\$0.00
	Law Enforcement		02/11/2020							
03/11/2020	65218	Invoice	03/11/2020	\$51,850.00	\$0.00	Computer Check	9504	03/17/2020	\$51,850.00	\$0.00
	Law Enforcement Services for April		03/11/2020							
04/14/2020	65219	Invoice	04/14/2020	\$51,850.00	\$0.00	Computer Check	9553	04/28/2020	\$51,850.00	\$0.00
	Law Enforcement Service for May		04/14/2020							
05/03/2020	65220	Invoice	05/15/2020	\$51,850.00	\$0.00	Computer Check	9573	05/21/2020	\$51,850.00	\$0.00
	Law Enforcement Service for June		05/15/2020							
06/05/2020	65221	Invoice	06/05/2020	\$51,850.00	\$0.00	Computer Check	9601	06/10/2020	\$51,850.00	\$0.00
	Law Enforcement Service for July		06/05/2020							

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Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Discount Amount Discount Taken	Payment Type	Payment #	Payment Date	Amount Paid	Transaction Balance
07/03/2020	65222 Law Enforcement Service for August	Invoice	07/03/2020 07/29/2020	\$51,850.00	\$0.00	Computer Check	9652	07/23/2020	\$51,850.00	\$0.00
08/01/2020	65223 Law Enforcement Service Sept 2020	Invoice	08/01/2020 08/01/2020	\$51,850.00	\$0.00	Computer Check	9676	08/17/2020	\$51,850.00	\$0.00
10/05/2020	67616 Law Enforcement Service Oct	Invoice	10/05/2020 11/01/2020	\$51,850.00	\$0.00	Computer Check	9789	11/18/2020	\$51,850.00	\$0.00
10/05/2020	67884 Law Enforcement Service Nov	Invoice	10/05/2020 10/15/2020	\$51,850.00	\$0.00	Computer Check	9789	11/18/2020	\$51,850.00	\$0.00
11/03/2020	68242 Law Enforcement Service Dec	Invoice	11/03/2020 11/03/2020	\$51,850.00	\$0.00	Computer Check	9789	11/18/2020	\$51,850.00	\$0.00
12/01/2020	68243 Law Enforcement Services Jan'21	Invoice	12/01/2020 12/01/2020	\$51,850.00	\$0.00	Computer Check	10129	05/27/2021	\$51,850.00	\$0.00
12/08/2020	4530823 burglar alarm permit	Invoice	12/08/2020 12/08/2020	\$26.00	\$0.00	Credit Card Charge	428	12/08/2020	\$26.00	\$0.00
01/03/2021	68244 Law Enforcement Service Feb'21	Invoice	01/03/2021 01/03/2021	\$51,850.00	\$0.00	Computer Check	9988	02/03/2021	\$51,850.00	\$0.00
02/11/2021	68245 Law Enforcement Service March 2021	Invoice	02/11/2021 02/11/2021	\$51,850.00	\$0.00	Computer Check	10004	02/17/2021	\$51,850.00	\$0.00
03/03/2021	68246 Law Enforcement Service April 2021	Invoice	03/03/2021 03/03/2021	\$51,850.00	\$0.00	Computer Check	10035	03/09/2021	\$51,850.00	\$0.00
04/03/2021	68247 Law Enforcement Service May 2021	Invoice	04/03/2021 04/03/2021	\$51,850.00	\$0.00	Computer Check	10089	04/21/2021	\$51,850.00	\$0.00
05/03/2021	68248 Law Enforcement Service June 2021	Invoice	05/03/2021 05/03/2021	\$51,850.00	\$0.00	Computer Check	10109	05/10/2021	\$51,850.00	\$0.00
06/01/2021	4623985 alarm permit	Invoice	06/01/2021 06/01/2021	\$51.00	\$0.00	Credit Card Charge	593	06/01/2021	\$51.00	\$0.00



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Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Discount Amount Discount Taken	Payment Type	Payment #	Payment Date	Amount Paid	Transaction Balance
06/03/2021	68249	Invoice	06/03/2021	\$51,850.00	\$0.00	Computer Check	10163	06/18/2021	\$51,850.00	\$0.00
	Law Enforcement Service		06/03/2021							
07/03/2021	68250	Invoice	07/03/2021	\$51,850.00	\$0.00	Computer Check	10231	08/04/2021	\$51,850.00	\$0.00
	Law Enforcement Service		07/03/2021							
08/03/2021	68251	Invoice	08/03/2021	\$51,850.00	\$0.00	Computer Check	10256	09/08/2021	\$51,850.00	\$0.00
	Law Enforcement Service		08/03/2021							
09/29/2021	4830067-4866299	Invoice	09/29/2021	\$128.13	\$0.00	Credit Card Charge	808	09/29/2021	\$128.13	\$0.00
	False Alarm		09/29/2021							
10/01/2021	70513	Invoice	10/01/2021	\$51,850.00	\$0.00	EFT Check	212	11/09/2021	\$51,850.00	\$0.00
	Law Enforcement Service		10/01/2021							
10/03/2021	70662	Invoice	10/03/2021	\$51,850.00	\$0.00	EFT Check	212	11/09/2021	\$51,850.00	\$0.00
	Law Enforcement Service		10/03/2021							
11/03/2021	70950	Invoice	11/03/2021	\$51,850.00	\$0.00	EFT Check	227	12/03/2021	\$51,850.00	\$0.00
	Law Enforcement Services		11/03/2021							
12/03/2021	4895475-081-474	Invoice	12/03/2021	\$307.50	\$0.00	Credit Card Charge	921	12/03/2021	\$307.50	\$0.00
	false alarms		12/03/2021							
12/03/2021	71223	Invoice	12/03/2021	\$51,850.00	\$0.00	EFT Check	245	12/17/2021	\$51,850.00	\$0.00
	Law Enforcement Service		12/03/2021							
01/06/2022	71401	Invoice	01/06/2022	\$51,850.00	\$0.00	EFT Check	263	02/01/2022	\$51,850.00	\$0.00
	Monthly service- February 2022		01/06/2022							
01/18/2022	4960653-4979625	Invoice	01/18/2022	\$128.13	\$0.00	Credit Card Charge	997	01/18/2022	\$128.13	\$0.00
	False alarm charges		01/18/2022							
02/08/2022	71688	Invoice	02/08/2022	\$51,850.00	\$0.00	EFT Check	278	02/17/2022	\$51,850.00	\$0.00
	February Law enforcement services		02/08/2022							
03/11/2022	71968	Invoice	03/11/2022	\$51,850.00	\$0.00	EFT Check	295	03/11/2022	\$51,850.00	\$0.00
	Law Enforcemet Services- April		03/11/2022							
05/05/2022	72596	Invoice	05/17/2022	\$51,850.00	\$0.00	EFT Check	335	05/18/2022	\$51,850.00	\$0.00
	Law Enforcement Services-June		05/17/2022							
06/10/2022	72889	Invoice	06/21/2022	\$51,850.00	\$0.00	EFT Check	353	06/21/2022	\$51,850.00	\$0.00
	Law Enforcement Services- July		06/21/2022							

# Town of Loxahatchee

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Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Discount Amount Discount Taken	Payment Type	Payment #	Payment Date	Amount Paid	Transaction Balance
07/11/2022	73149	Invoice	07/12/2022	\$51,850.00	\$0.00	EFT Check	367	07/12/2022	\$51,850.00	\$0.00
	Law Enforcement services- August		07/12/2022							
08/15/2022	72293	Invoice	08/16/2022	\$51,850.00	\$0.00	EFT Check	391	08/16/2022	\$51,850.00	\$0.00
	Law Enforcement services-May		08/19/2022							
08/16/2022	73446	Invoice	08/16/2022	\$51,850.00	\$0.00	EFT Check	391	08/16/2022	\$51,850.00	\$0.00
	Law Enforcement Services- September		08/19/2022							
09/06/2022	73446	Invoice	09/06/2022	\$51,850.00	\$0.00	EFT Check	409	09/08/2022	\$51,850.00	\$0.00
	Law Enforcement Services-September		09/09/2022							
10/05/2022	73832	Invoice	10/04/2022	\$53,405.50	\$0.00	EFT Check	428	10/05/2022	\$53,405.50	\$0.00
	Law Enforcement Services-Oct-22		10/07/2022							
10/19/2022	74115	Invoice	10/31/2022	\$53,405.50	\$0.00	EFT Check	444	11/02/2022	\$53,405.50	\$0.00
	Law enforcement Services-November		11/04/2022							
11/14/2022	74455	Invoice	11/15/2022	\$53,405.50	\$0.00	EFT Check	454	11/17/2022	\$53,405.50	\$0.00
	Law Enforcement services-December		11/21/2022							
12/03/2022	74769	Invoice	12/03/2022	\$53,405.50	\$0.00	EFT Check	479	01/09/2023	\$53,405.50	\$0.00
	January 2023 Law Enforcement Services		12/03/2022							
01/03/2023	75042	Invoice	01/03/2023	\$53,405.50	\$0.00	EFT Check	532	02/14/2023	\$53,405.50	\$0.00
	February 2023 Law Enforcement Services		01/03/2023							
02/03/2023	75330	Invoice	02/03/2023	\$53,405.50	\$0.00	EFT Check	532	02/14/2023	\$53,405.50	\$0.00
	March 2023 Law Enforcement Services		02/03/2023							
03/03/2023	75674	Invoice	03/03/2023	\$53,405.50	\$0.00	EFT Check	566	03/17/2023	\$53,405.50	\$0.00
	April 2023 Services		03/03/2023							
04/03/2023	76024	Invoice	04/03/2023	\$53,405.50	\$0.00	EFT Check	600	04/17/2023	\$53,405.50	\$0.00
	May 2023 Services - Police		04/03/2023							
05/03/2023	76362	Invoice	05/03/2023	\$53,405.50	\$0.00	EFT Check	623	05/15/2023	\$53,405.50	\$0.00
	June 2023 Police Services		05/03/2023							

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Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Discount Amount Discount Taken	Payment Type	Payment #	Payment Date	Amount Paid	Transaction Balance
06/03/2023	76660	Invoice	06/03/2023	\$53,405.50	\$0.00	EFT Check	645	06/12/2023	\$53,405.50	\$0.00
	July 2023 Police Services		06/03/2023							
07/03/2023	76934	Invoice	07/03/2023	\$53,405.50	\$0.00	EFT Check	662	07/12/2023	\$53,405.50	\$0.00
	August 2023 Services		07/03/2023							
08/03/2023	77219	Invoice	08/03/2023	\$53,405.50	\$0.00	EFT Check	684	08/10/2023	\$53,405.50	\$0.00
	September 2023 Law Enforcement Services		08/03/2023							
10/02/2023	77687	Invoice	10/02/2023	\$55,007.67	\$0.00	EFT Check	745	10/20/2023	\$55,007.67	\$0.00
	October 2023 Law Enforcement Services		10/02/2023							
10/03/2023	77872	Invoice	10/03/2023	\$55,007.67	\$0.00	EFT Check	746	10/20/2023	\$55,007.67	\$0.00
	November 2023 Lae Enforcement Services		10/03/2023							
11/03/2023	78278	Invoice	11/03/2023	\$55,007.67	\$0.00	EFT Check	779	12/06/2023	\$55,007.67	\$0.00
	December 2023 Services		11/03/2023							
12/03/2023	78663	Invoice	12/03/2023	\$55,007.67	\$0.00	EFT Check	783	12/14/2023	\$55,007.67	\$0.00
	January 2024 Services		12/03/2023							
01/03/2024	78879	Invoice	01/03/2024	\$55,007.67	\$0.00	EFT Check	812	01/12/2024	\$55,007.67	\$0.00
	February 2024 Services		01/03/2024							
02/03/2024	79232	Invoice	02/03/2024	\$55,007.67	\$0.00	EFT Check	843	02/07/2024	\$55,007.67	\$0.00
	March 2024 Services		02/03/2024							
03/03/2024	79651	Invoice	03/03/2024	\$55,007.67	\$0.00	EFT Check	869	03/14/2024	\$55,007.67	\$0.00
	April 2024 Law Enforcement Services		03/03/2024							
04/03/2024	79964	Invoice	04/03/2024	\$55,007.67	\$0.00	EFT Check	910	04/18/2024	\$55,007.67	\$0.00
	May 2024 Law Enforcement Services		04/03/2024							
05/03/2024	80371	Invoice	05/03/2024	\$55,007.67	\$0.00					\$55,007.67
	June 2024 Law Enforcement Services		05/03/2024							
Totals for PBSO(Palm Beach Sheriffs Office):				\$4,287,833.79	\$0.00				\$4,232,826.12	\$55,007.67
<b>GRAND TOTALS:</b>				<b>\$4,287,833.79</b>	<b>\$0.00</b>				<b>\$4,232,826.12</b>	<b>\$55,007.67</b>
<b>A total of 90 transaction(s) listed</b>										

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND  
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE  
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is made by and between the TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

**WITNESSETH:**

**WHEREAS**, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – DEFINITIONS**

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. Town Manager shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

## ARTICLE 2 – LEVELS OF SERVICE

### 2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the Town to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF's general orders, the TOWN Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the



TOWN, and statutes of the State of Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce Town Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the TOWN, upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. TOWN Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the TOWN.

- F. Unless exigent circumstances exist, all deputies assigned to the Town of Loxahatchee Groves shall remain within the corporate limits of the Town of Loxahatchee Groves.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "Town of Loxahatchee Groves" and the Town logo, designed to match the scheme of Sheriff's vehicles.

## 2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

## 2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the Town Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the TOWN.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN once annually at a date to be scheduled after the Florida UCR report is finalized, and shall include data, analysis and reporting.
- D. The SHERIFF or designee will provide the town a monthly summary report as is completed now.

## 2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than March 31<sup>st</sup> of each prior fiscal year through the term of the agreement.
- B. Annual staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and must be approved by the Town Council.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

## ARTICLE 3 – OTHER RESPONSIBILITIES

### 3.1 Employment Responsibility

- A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the TOWN are deemed Palm Beach County Sheriff's Office employees and not employees of the TOWN.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

### 3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the



services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

#### **ARTICLE 4 – TOWN RESPONSIBILITIES**

##### **4.1 Office Space**

- A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.
- B. Future space planning shall be coordinated with the SHERIFF and the TOWN.

4.2 The TOWN shall provide two (2) copies of TOWN'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

#### **ARTICLE 5 – CONSIDERATION**

- 5.1 The total amount due for all services beginning October 1, 2017 through September 30, 2018, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$610,000.00.
- 5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the TOWN'S budget process and approved by the TOWN Council.
- 5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the TOWN in writing and will be billed at the then current extra-duty permit hourly rate.
- 5.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25<sup>th</sup> day of the month preceding the month of service.
- 5.5 The TOWN shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.
- 5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

## **ARTICLE 6 – AUDIT OF RECORDS**

- 6.1 The TOWN may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.
- 6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and SHERIFF may agree.
- 6.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

## **ARTICLE 7 – FINES AND FORFEITURES**

### **7.1 Law Enforcement Education Funds**

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the Town of Loxahatchee Groves. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

### **7.2 Chapter 316, Florida Statutes, Fines**

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21 Florida Statutes.

### **7.3 Alarm Ordinance Fines and Fees.**

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.



## ARTICLE 8 – INSURANCE

- 8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.
- 8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

## ARTICLE 9 – HOLD HARMLESS

- 9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement, and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the

alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

#### **ARTICLE 10 – INDEPENDENT CONTRACTOR**

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

#### **ARTICLE 11 – TERM**

11.1 This Agreement shall remain in full force and effect commencing October 1, 2017 and ending September 30, 2027, all dates inclusive unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the TOWN.

#### **ARTICLE 12 – TERMINATION**

12.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31<sup>st</sup> of any given year for termination effective as of October 1<sup>st</sup> of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

#### **ARTICLE 13 – TRANSITION**

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a TOWN Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.



#### **ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
  - B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.
- 14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 14.3 The Town Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the Town of Loxahatchee Groves, pursuant to Resolution No. R2017-XX of the Town Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Town of Loxahatchee Groves or the laws of the State of Florida.

#### **ARTICLE 15 – NOTICE**

- 15.1 The persons to receive notice under this Agreement are:

**TOWN MANAGER:**

William F. Underwood, II  
155 F Road  
Loxahatchee Groves, FL 33470

**TOWN ATTORNEY:**

Mike D. Cirullo, Jr.  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

**SHERIFF:**

Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:

Department of Legal Affairs  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

**ARTICLE 16 – NON-ASSIGNABILITY**

- 16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the Town Council, which consent must be evidenced by a duly passed resolution.

**ARTICLE 17 – THIRD PARTIES**

- 17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

**ARTICLE 18 – JOINT PREPARATION**

- 18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**ARTICLE 19 – ENTIRE AGREEMENT**

- 19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

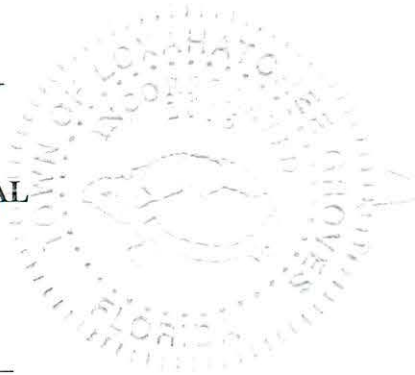
TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

By: Virginia M. Walton By: David Browning  
Virginia Walton, Town Clerk David Browning, Mayor

Dated: JUNE 6, 2017

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: Michael D. Cirullo, Jr.  
Michael D. Cirullo, Jr., Town Attorney



ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: Antonio Araujo  
Antonio Araujo, Major

By: Ric L. Bradshaw  
Ric L. Bradshaw

Dated: 6/7/2017

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: Sheriff's Agency Attorney  
Sheriff's Agency Attorney

## EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2017.

Palm Beach County Sheriff's Office Allocations	
Title	Quantity
Deputy Sheriff LE	5
TOTAL	5

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

Increases in future allocations will be mutually agreed upon.





155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** June 4, 2024

**SUBJECT:** Consideration of Ordinance No. 2024-03 on 2<sup>nd</sup> Reading - Uniform Requirements for Town Advisory Boards

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**Background:**

Over the years, the Town Council has adopted several resolutions dealing with various Town advisory boards, including, but not limited to, the Scholarship Fund Committee, Charter Review Committee, Unified Land Development Code Review Committee, Finance Advisory and Audit Committee, and the Roadway, Equestrian Trails and Greenway Advisory Committee. Each resolution provides for the composition, term, appointment procedure, removal, etc. To ensure consistency and a more efficient procedure, the Town Attorney has drafted Ordinance No. 2024-03, an advisory board ordinance that applies to all Town advisory boards, committees, and commissions unless otherwise set forth in the Code.

The ordinance provides uniformity for its advisory boards in composition, quorums, eligibility, appointment, terms, removal, vacancies, officers, procedures, and meetings. The ordinance also provides the Town Council with the authority to adopt other resolutions (or ordinances) that address the particular qualifications for members of each board and the time and frequency of meetings. It provides for an application process for potential board members, and the Town Council will review the applications and vote on the members and alternates for each board. Board members will serve two-year staggered terms and will continue to serve until successors are appointed.

On April 16, 2024, at their Workshop meeting, the Town Council review and discuss proposed Ordinance No. 2024-03 regarding Town Advisory Boards and to make any changes to prepare the ordinance for first reading. The revision includes amending Section 2-23(a)(2)(c) to add “or a member of the public”.

Also included with this agenda item are the proposed considerations received thus far Town committees.

On May 7, 2024, the Town Council approved Ordinance 2024-03 on first reading.



155 F Road Loxahatchee Groves, FL 33470

**Recommendation:** Motion to approve ***Ordinance No. 2024-03*** authorizing uniform requirements to Town advisory boards on second reading.

**ORDINANCE NO. 2024-03**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” TO REORGANIZE ITS PROVISIONS, TO PROVIDE FOR ADOPTION BY RESOLUTION OF SUPPLEMENTAL RULES OF PROCEDURE, DECORUM, AND ORDER FOR MEETINGS OF THE TOWN COUNCIL AND TOWN BOARDS, AND TO REPLACE REFERENCES TO CITIZEN REQUESTS WITH REFERENCES TO PUBLIC COMMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

**WHEREAS**, Chapter 2, Article II of the Code of Ordinances provides rules of procedure, decorum, and order for meetings of the Town Council and Town boards; and

**WHEREAS**, the Town Council wishes to amend Chapter 2, Article II, to remove outdated provisions and provide for the adoption by resolution of supplemental rules of procedure, decorum, and order; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2:** The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 2 “Administration”, Article II “Town Council” as follows:

## **Sec. 2-22. - Special meetings of town council.**

- (a) The town clerk shall, at the request of the mayor or on written request of three or more council members, call special meetings of the town council by notifying, in writing, or otherwise, all of the members of the town council that a special meeting has been called and supplying said members with the time, date and place thereof.
- (b) Except in cases of an emergency meeting, notification supplied to each town council member and the public, pursuant to this section, whether in writing or otherwise, must be received at least 72 hours prior to the scheduled time of said special meeting.
- (c) Special meetings of the town council shall be called solely for specific and stated purposes only. It is the intention of the town council that no items shall be added to a special meeting agenda other than those items for which the meeting was called.

## **Sec. 2-23. Town council meetings generally.**

- (a) *Ground rules for behavior of members of the town council.* The following shall constitute the guidelines for behavior to be adhered to by members of the town council in their respective roles as elected public officers of the town:
  - (1) Members of the town council shall:
    - a. Forgive each other;
    - b. Each conduct themselves with dignity;
    - c. Agree to disagree with each other; and
    - d. Show respect for the points of view of other members of the town council.
  - (2) Members of the town council shall not:
    - a. Falsely accuse another member of the town council of wrongdoing;
    - b. Criticize each other in a rancorous or unprofessional manner;
    - c. Make personal attacks on another member of the town council or a member of the public; or
    - d. Individually act without the support of the town council.
- (b) *Procedures and scope.*
  - (1) The Charter of the town provides that the town council may determine its own rules of procedure. All other municipal meetings shall be conducted in accordance with the procedural requirements as established by resolution of the town council or, if no resolution exists or it is silent on a matter of procedure, Roberts Rules of Order shall apply, said rules of order being incorporated into this section by reference.
  - (2) The town council, the town manager, the town clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the town council as well as any supplemental rules of procedure, decorum, and order adopted by resolution of town council.

- (3) Members of the town council and other public officers attending or participating in any regular or special meeting of the town council shall abide by the standards of conduct and values set forth in the Town of Loxahatchee Groves Code of Ethics for Public Officers.
- (c) *Agenda.* The town clerk shall prepare the agenda for each town council meeting. Citizens requesting to address the town council may be scheduled on the agenda by giving to the town clerk's office their name, address, phone number and subject on which they wish to address the town council pursuant to subsection (f) of this section.
- (d) *Duties and responsibilities of mayor.*
  - (1) The mayor or presiding officer at any regular or special meeting of the town council shall only introduce agenda items by the agenda item number and the brief title as listed on the agenda with no further explanation or comment. Thereafter, the mayor or presiding officer may call on the town manager, and the town manager or his designee shall furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing or discussion by the town council as required for the particular item under the time limits imposed by this section.
  - (2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the town council shall direct all comments and questions on the subject matter being discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the public or direct any questions to other members of the town council or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the town council desiring to speak. The mayor or presiding officer shall recognize other members of the town council in rotation and not call on any member a second and subsequent time until such time as all members of the town council shall have had the opportunity to speak.
  - (3) If the mayor or presiding officer desires to participate in a discussion, he shall do so only when the speaking member of the town council has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the town council for the purpose of comment.
  - (4) The mayor or presiding officer shall not use his power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.
  - (5) Motions to change the order of business shall require a majority vote of the town council.
  - (6) A member of the town council may not reintroduce any discussion item that has failed due to lack of second for at least six months after the motion failed, unless either an emergency exists and the public business requires reconsideration of the item, or a member of the town council who was on the prevailing side of the prior vote, introduces the discussion item for reconsideration.
  - (7) The mayor or presiding officer, in consultation with the town attorney, shall make rulings on parliamentary procedure. At least three votes of members of the town council are required to overrule the mayor or presiding officer on rulings of parliamentary procedure.

- (8) The mayor or presiding officer may, during town council proceedings, request that the town council move on to the next item on the meeting agenda by voting or otherwise.
- (e) *Time of meetings.* All regularly scheduled meetings of the town council shall begin at such time as is established by resolution of the town council, no later than 7:00 p.m. and shall end on or about 11:00 p.m. ~~By majority vote of those present, the town council may extend the length of the council meeting. Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.~~
- (f) *Town council discussion.*
- (1) Discussion by a member of the town council shall not be limited, unless a motion to limit debate is made and adopted. Each member of the town council shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table. The motion to limit debate shall not be debated and, to be adopted, shall require an affirmative vote of at least supermajority of the members of the town council present.
  - (2) Each member of the town council and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself to the issues under debate, avoiding all personalities and indecorous language.
  - (3) Members of the town council shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the town council desires to direct questions to another member of the town council or the public, the questions shall be directed to the mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question. If a member of the town council wishes to direct a question to town staff, the question shall be directed to the town manager, through the mayor, who will, in turn, recognize such member of town staff.
  - (4) While the town council is in session, members of the town council and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings, nor the peace of the town council.
  - (5) Members of the town council may request that the mayor or presiding officer recess the public meeting.
- (g) ~~*Citizen requests*~~ *Public Comments.*
- (1) ~~The town council, on each night that a regularly scheduled meeting is to be held, shall convene at 7:00 p.m. Citizens requests shall be entertained on or about 8:45 p.m. Any citizen desiring to address the town council during this time interval must submit a written request to the town clerk prior to 8:45 p.m., but subject nonetheless to the discretion of the mayor or presiding officer. Citizen requests will be held in the priority order in which they are received by the town clerk.~~

- (2) ~~Each request shall succinctly detail the matter to be brought before the town council, and shall contain the name, address, and phone number where the citizen can be reached if the need arises; and shall be dated and signed by the citizen.~~
- (3) Subject to the waiver rule contained within this section, public discussion comments by individual citizens shall be limited to three minutes ~~during the citizens request period.~~ The town clerk shall be charged with the responsibility of notifying each citizen 30 seconds ~~before said time shall elapse and~~ when said time limit has expired.
- (h) *Waiver of rules.* By majority vote, the town council may ~~invite citizen discussion on any agenda item and thereby~~ waive the proscriptions otherwise outlined in the section or in any resolution adopted pursuant to subsection 2-23(g)(2). ~~In every case where a citizen is recognized by the mayor to discuss an agenda item, the citizen shall step to the podium, state his name and address for the benefit of the town clerk, and identify any group or organization he represents. The citizen shall then succinctly state his position regarding the item before the town council.~~
- (i) *Decorum to be maintained.* Order shall be maintained at each town council meeting and the mayor is hereby empowered to order from the room any citizen who refuses to comply with the rules and regulations outlined in this section.
  - (1) It shall be unlawful for any individual or member of the town council to disturb or disrupt a meeting of the town council or refuse to obey the orders of the mayor or presiding officer in the conduct of the meeting. Any individual or member of the town council who causes a disturbance of the meeting shall be warned by the mayor or presiding officer or, alternatively, by a majority vote of the town council, with dispatch, that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If, after sufficient warning, the individual or member of the town council fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual or member of the town council shall be removed from the meeting by an authorized law enforcement officer or his authorized agent in attendance at the meeting if so directed by the mayor or presiding officer. Once removed, the individual or member of the town council shall be barred from further audience for the remainder of the meeting.
  - (2) In the event the mayor or presiding officer shall fail to act, any member of the town council may move to require the mayor or presiding officer to act to enforce the rules of this section, and the affirmative vote of a majority of the members of the town council present at that time shall require the mayor or presiding officer to act.
  - (3) If the audience or a part thereof becomes unruly, the mayor is empowered to either recess or adjourn the meeting.
  - (4) Any individual or member of the town council who, at a town council or board meeting, willfully interrupts or disturbs such meeting in violation of F.S. § 871.01, entitled "Disturbing Schools and Religious and Other Assemblies," is subject to arrest by those law enforcement officers present. No action by the mayor or presiding officer is required for a law enforcement officer to enforce F.S. § 871.01. The mayor and town council shall be guided by the following definitions/elements of disturbance under the aforementioned statute:

- a. To commit an offense under F.S. § 871.01, a person must have deliberately acted to create a disturbance. That is, he must act with the intention that his behavior impede the successful functioning of the assembly in which he has intervened, or with reckless disregard of the effect of his behavior;
  - b. The acts complained of must be such that a reasonable person would expect them to be disruptive; and
  - c. The acts must, in fact, significantly disturb the assembly.
- (5) In addition to any other remedy provided by law, a violation of this subsection (i) may be prosecuted as a municipal ordinance violation through the issuance of a notice to appear, served on the violator as set forth in Rule 3.125, Florida Rules of Civil Procedure, as amended from time to time.
- (j) *Expression of opinion.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting or by expressing their opinions in written form to the town council.
- (k) *Application to town boards.* ~~All references in this section to "town council" shall also mean the~~ The provisions of this section also apply to the various town boards provided for in this Code or created by the town council. Town council may adopt by resolution supplemental rules of procedure, decorum and order that apply to town boards.
- ~~(l) *Special meetings.* Special meetings of the town council shall be called solely for specific and stated purposes only. It is the intention of the town council that no items shall be added to a special meeting agenda other than those items for which the meeting was called.~~

**Section 3: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 4: Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

**Section 5: Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.



**Section 6: Effective Date.** This ordinance shall take effect immediately upon adoption.

Councilmember \_\_\_\_\_ offered the foregoing ordinance on first reading.

Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

Councilmember \_\_\_\_\_ offered the foregoing ordinance on second reading.

Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

\_\_\_\_\_

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**TOWN OF LOXAHATCHEE GROVES, FLORIDA  
BUSINESS IMPACT ESTIMATE**

Item 9.

**ORDINANCE NO. 2024-03**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” TO REORGANIZE ITS PROVISIONS, TO PROVIDE FOR ADOPTION BY RESOLUTION OF SUPPLEMENTAL RULES OF PROCEDURE, DECORUM, AND ORDER FOR MEETINGS OF THE TOWN COUNCIL AND TOWN BOARDS, AND TO REPLACE REFERENCES TO CITIZEN REQUESTS WITH REFERENCES TO PUBLIC COMMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**  
**BUSINESS IMPACT ESTIMATE**

Item 9.

**ORDINANCE NO. 2024-03**

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The purpose of this ordinance is to enhance government efficiency and effectiveness by updating Town Council's rules of procedure, decorum, and order for meetings of the town council and town boards, provide for the adoption of supplemental rules by resolution and to replace references to citizen requests with references to public comments.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Loxahatchee Groves, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any): N/A

# TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



## AGENDA MEMO

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Office of the Town Attorney

**DATE:** June 4, 2024

**SUBJECT:** Consideration of *Ordinance No. 2024-06* on Second Reading

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### Background:

At the May 7, 2024, Town Council meeting, Ordinance No. 2024-06 was discussed and approved on First Reading. In preparing the Ordinance for Second Reading, the additional proposed language reads as follows:

### **Sec. 2-182. - Eligibility and qualifications of town advisory board members.**

- (a) Unless otherwise provided for in this Code or the Florida Statutes, as may be amended from time to time, all members of the advisory boards shall be qualified at the time of appointment and throughout their respective term.
- (b) Members of advisory boards must meet the following minimum qualifications:
  - a. Be a resident of the Town of Loxahatchee Groves;
  - b. Not have an unresolved finding of violation or lien ordered by the Town's Special Magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent (5%) of the total assets or capital stock. Business entity means any corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity;
  - c. Not be in active litigation opposing the Town; and
  - d. Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.
- (c) Members of an ad hoc committee may be residents or landowners in the Town of Loxahatchee Groves and must otherwise meet the criteria in (b) of this section.

- (d) The town council shall be the sole judge of the qualifications of its advisory board members and may delegate to staff the verification of each proposed appointee's qualifications.
- (e) Should any member of an advisory board, at any time during the term of their appointment, fail to meet all the required qualifications, he or she must notify the town manager within thirty (30) days of the member becoming unqualified.

**Recommendations:**

Move to approve *Ordinance No. 2024-06* on second reading.

## ORDINANCE NO. 2024-06

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to address its advisory boards, including but not limited to their composition, qualifications, appointment, terms, removal, and vacancies; and,

**WHEREAS**, the Town wishes to ensure that all Town advisory boards comply with the new ordinance and that advisory board provisions throughout the Town’s Code of Ordinances and Unified Land Development Regulations are consistent with the same; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2.** The Town Council for the Town of Loxahatchee Groves hereby adopts Chapter 2 “Administration”, Article VII “Town Advisory Boards” as follows:

### **ARTICLE VII. – TOWN ADVISORY BOARDS**

#### **Sec. 2-180. - Applicability.**

(a) Unless otherwise provided for in this Code, all town advisory boards, committees and commissions (collectively, hereinafter “advisory board” or “board”) shall comply with the provisions set forth in this Article. To the extent permitted by law, this Article shall also apply to the planning and zoning board.

(b) All meetings, records, and files of advisory boards shall be open and available to the public, as required by Chapter 119, Florida Statutes, Chapter 286, Florida Statutes, and any other applicable law.

(c) Pursuant to section 120-005 of the town's Unified Land Development Code, Article 120 "Quasi-Judicial Hearings" shall apply to all town advisory boards which hold quasi-judicial hearings.

(d) All advisory board members shall be subject to applicable sections of Chapter 112, Florida Statutes, Palm Beach County Code of Ethics, and Town of Loxahatchee Groves Code of Ethics for Public Officers set forth in Chapter 2 "Administration," Article III "Officers and Employees," Division 2 "Code of Ethics."

**Sec. 2-181. - Composition; quorum.**

(a) Town advisory boards shall be comprised of five members. All members shall be appointed in accordance with the procedures set forth in section 2-183.

(b) Three members in physical attendance at a meeting shall constitute a quorum of the advisory board, and official action shall be taken by the board by a majority vote of the members present.

(c) In its discretion, the town council may provide, by resolution or ordinance, that a particular advisory board will be composed of fewer than five members. A quorum for such a board shall be equal to the majority of the members of the board.

**Sec. 2-182. - Eligibility and qualifications of town advisory board members.**

(a) Unless otherwise provided for in this Code or the Florida Statutes, as may be amended from time to time, all members of the advisory boards shall be qualified at the time of appointment and throughout their respective term.

(b) Members of advisory boards must meet the following minimum qualifications:

- a. Be a resident of the Town of Loxahatchee Groves;
- b. Not have an unresolved finding of violation or lien ordered by the Town's Special Magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent (5%) of the total assets or capital stock. Business entity means any



corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity;

- c. Not be in active litigation opposing the Town; and
- d. Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.

**(c) Members of an ad hoc committee may be residents or landowners in the Town of Loxahatchee Groves and must otherwise meet the criteria in (b) of this section.**

- (d) The town council shall be the sole judge of the qualifications of its advisory board members and may delegate to staff the verification of each proposed appointee's qualifications.
- (e) Should any member of an advisory board, at any time during the term of their appointment, fail to meet all the required qualifications, he or she must notify the town manager within thirty (30) days of the member becoming unqualified.

#### **Sec. 2-183. - Appointment process.**

Each member of the town council shall nominate a qualified individual to each advisory board and shall notify the town clerk of the nomination. The town clerk shall send each nominee the town advisory board member application form and upon return of the completed application shall confirm the qualifications of each nominee. Following qualification, staff shall prepare a resolution to appoint all such nominees as required by Section 4, subsection (7) of the charter.

#### **Sec. 2-184. - Terms of appointees; removal; vacancy.**

- (a) Each member appointed to an advisory board shall serve an unspecified term but no longer than concurrent with the term of the appointing member of the town council.
- (b) Advisory board members shall serve at the pleasure of the appointing member of town council and the town council. Advisory board members may be removed without cause by the appointing member of town council. Advisory board members may also be removed with cause by a majority vote of the members of the town council present at any publicly noticed meeting for inefficiency, neglect of duty or misconduct in office only after a hearing before town council and only if the advisory board member has been given a copy of the charges at least ten (10) days prior to the hearing and has had an opportunity to be heard in person or by counsel. Staff will notify applicable town council members regarding their respective appointee's absence from any

advisory board meetings.

(c) An advisory board member will automatically forfeit his or her position: (i) if convicted of a felony while a member of the board; (ii) if he or she has three consecutive absences; or (iii) he or she is no longer qualified.

(d) In the event of a vacancy on an advisory board, the member of town council whose appointment is vacant shall appoint a replacement for the unexpired term in the same manner as provided in section 2-183.

#### **Sec. 2-185. - Officers.**

Each advisory board shall have a chairperson and vice-chairperson and such other officers as the board shall deem necessary. Unless otherwise provided for herein, officers of the board shall be elected by a majority vote of the membership of the board at its first meeting after the members' initial appointments, and annually thereafter. A member of the board may be elected to serve as an officer without restriction as to the number of terms served.

#### **Sec. 2-186. - Compensation.**

Advisory board members shall serve without compensation. If authorized by the town council, reasonable expenses which are incurred in the performance of their duties may be reimbursed to the members. The payment of such expenses shall be in accordance with Chapter 112, Florida Statutes and any applicable town policy.

#### **Section 2-187. - Procedures; meetings; agendas; decisions; staff; attorney.**

(a) Each board shall conduct its business in accordance with Robert's Rules of Order and any applicable rules of procedure adopted by resolution of the town council. The actions, decisions, and recommendations of each board shall be advisory only.

(b) Each board shall meet on an as-needed basis, as determined by the town council or the town manager.

(c) Each board shall have an official agenda for its regular meetings which shall determine the matters of business to be considered at each meeting and the order in which such items shall be presented. Preparation of the agenda shall be the responsibility of the town manager.

(d) Decisions of the board shall be determined by motions duly made and seconded and carried by a majority vote of the members present. Minutes shall be kept of all meetings and

proceedings and shall include and state the vote of each member on each question. The motion shall state the reason upon which it is made, and such reason shall be based upon the prescribed guides and standards applicable to the subject matter and/or the particular advisory board. Copies of the agenda, together with copies of documents and papers relative thereto, shall be made available for review by board members in the town hall as far in advance of the meeting as time for preparation will permit.

(e) The town council or the town manager shall determine on a case-by-case basis whether a board requires the services of a secretary to perform such tasks as recording the meeting, taking minutes, and preparing the agenda. Otherwise, the board will select one of its members to perform such duties.

(f) The town attorney will provide legal representation to an advisory board at the request of the town manager.

### **Section 2-188. - Advisory board resolutions, ordinances.**

Resolutions regarding advisory boards that remain in effect as of the date of the adoption of this ordinance shall remain valid but only as to those provisions not in conflict with this article. The town council may adopt resolutions or ordinances from time to time to address specific qualifications, duties, or other desired provisions for individual town advisory boards as long as such resolutions do not conflict with this article.

**Section 3.** The Town Council for the Town of Loxahatchee Groves hereby reorganizes, and amends Chapter 34 “Planning and Development” as follows:

## **Chapter 34 – PLANNING AND DEVELOPMENT**

### **ARTICLE I. – IN GENERAL**

~~Sec. 34-1. – Reserved. Designation of the planning and zoning board the as local planning agency and the town council as the land development regulation commission.~~

~~(a) — The Town Council of the Town of Loxahatchee Groves hereby designates the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's land planning agency for the purpose of reviewing applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1).~~

~~(b) The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164, for the town.~~

~~(c) The planning and zoning board shall have the authority to hear and make recommendations on rezoning applications.~~

~~(d) The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of the effective date of this ordinance, only upon referral of such proposed amendments by the town council.~~

\* \* \*

## **ARTICLE II. – LOCAL PLANNING AGENCY; LAND DEVELOPMENT REGULATION COMMISSION; AND PLANNING AND ZONING BOARD**

### **Sec. 34-25. – Designations and general authority.**

(a) As of October 13, 2019, the Town Council of the Town of Loxahatchee Groves designated the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's local planning agency for the purpose of reviewing applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1). Failure of the School District to make such appointment after notice from the Town and/or the failure of the appointed School District representative to attend agency meetings shall not be deemed a failure of the Town to comply with this requirement nor shall it delay the agency's authority to take official action. Pursuant to F.S. § 163.3174(1), the Town will provide opportunities for involvement by applicable community college boards by inviting each board to send a representative to attend agency meetings and make comments on appropriate items.

(b) The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164.

### **Sec. 34-25. – Composition and term of office.**

~~(a) The planning and zoning board shall be composed of five members, and two alternate members placed in office in accordance with the following procedure:~~

- ~~(1) Each member of the town council shall nominate a qualified person for appointment to the planning and zoning board by the town council, to serve one-year terms.~~
- ~~(2) Two alternate members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the town council each year to serve one-year terms. Alternate members may participate in all matters that come before the board at meetings at which they attend. However, alternate members may only vote as members of the board, in their designated order, whenever any regular member of the board is absent.~~
- ~~(b) Members of the planning and zoning board shall be appointed from the residents of the town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors, however, the town council may appoint one member, including alternates, who is a non-resident landowner. Board members shall hold no other town office or position.~~
- ~~(c) Three members of the planning and zoning board who are in attendance shall constitute a quorum for purposes of convening a meeting and transacting the business at hand.~~
- ~~(d) Vacancies on the planning and zoning board shall be filled by appointment by the town council for the unexpired term of the membership vacated. Nomination for such appointment shall be made by the council member who nominated the vacating board member; except that if an alternate member should vacate his position, any member of the town council may nominate a qualified person for appointment to such position, which must be approved by the town council.~~
- ~~(e) The town council shall have the authority to remove any member of the planning and zoning board from his office for cause whenever, after due notice of hearing at a regular or special meeting of the town council, a majority of the council votes for such removal. Causes for removal shall include absence from two consecutive board meetings without valid excuse as determined by the planning and zoning board.~~

- (f) ~~Compensation. The members of the planning board shall serve without compensation but shall be reimbursed for any expenses authorized by the town council, which may be incurred in the performance of their duties.~~
- (g) ~~Organizational meeting. The initial organizational meeting of the board shall occur at the first meeting of the board following the appointment of board members by the town council. Thereafter, the board meeting in May of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice chair, who shall be elected for terms of one year by the board from its membership.~~

**Sec. 34-26. – Provisions particular to the planning and zoning board. ~~Business meetings and procedures.~~**

- (a) ~~The conduct of planning and zoning board business and holding of hearings shall be governed by Robert's Rules of Order and such other rules of procedure as the town council may determine to be necessary.~~ Qualifications. Members of the planning and zoning board shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as have professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors. Board members shall hold no other town office or position; however, this does not preclude the board member from participating on another Town advisory board.
- (b) Meetings. The board shall meet once each month for the transaction of its business, provided that a meeting may be cancelled by the town manager when no business is pending. Special meetings may be called by the town manager when, in the opinion of the town manager, there are conditions of such urgency as to justify a special meeting, provided that at least 48 hours' notice shall be given each member prior to the time set for such special meeting and that any statutory or town code notice timeframes are met. The board may schedule additional meetings as it deems necessary to conduct its business, training and other related matters.
- (c) Staff. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto. The board, through its chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.

**Sec. 34-27. – ~~Administrative assistance.~~**

~~(a) The town manager shall provide such staff and clerical assistance as the planning and zoning board may require for the reasonable performance of its duties, including a recording secretary. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto.~~

~~(b) The board, through its chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.~~

~~(c) The town attorney shall provide legal representation to the board at the request of the town manager.~~

**Sec. 34-278. - Powers and duties.**

(a) The planning and zoning board shall hear and make recommendations to the town council as to findings of fact on applications for:

(1) Rezoning applicants.

(2) Zoning ordinance amendments.

(3) Site plans.

(4) Conditional uses.

(5) Special exceptions permitted within each zoning district.

(6) Variances.

(7) Administrative appeals.

(8) Special permits and nonconforming uses.

(9) Any other planning or zoning related matter referred to it by the town council.

(b) After hearing any of the above applications, the board may recommend appropriate conditions, restrictions, limitations and safeguards it deems necessary, consistent with applicable law.

(c) The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of October 13, 2019, only upon referral of such proposed amendments by the town council.

~~(c)~~(d) The board shall perform such other duties and special assignments as may be directed by the town council.

**Sec. 34-29. - Planning and zoning board advisory only.**

The actions, decisions and recommendations of the planning and zoning board shall not be final or binding on the town council but shall be advisory only.

**Section 4: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 5: Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

**Section 6: Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 7: Effective Date.** This ordinance shall take effect immediately upon adoption.

Councilmember \_\_\_\_\_ offered the foregoing ordinance on first reading.

Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

Councilmember \_\_\_\_\_ offered the foregoing ordinance on second reading.

Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote



was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Robert Shorr

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Laura Danowski

**TOWN OF LOXAHATCHEE GROVES, FLORIDA  
BUSINESS IMPACT ESTIMATE**

Item 10.

**ORDINANCE NO. 2024-06**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**  
**BUSINESS IMPACT ESTIMATE**

Item 10.

**ORDINANCE NO. 2024-06**

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The purpose of this ordinance is to enhance government efficiency and effectiveness by providing for applicability, composition, quorum, eligibility, qualifications, appointment, terms, removal, vacancies, officers, compensation, and procedures regarding town advisory boards; reorganization and revisions to chapter 34 planning and development to ensure compliance with new town advisory board.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Loxahatchee Groves, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: 0

4. Additional information the governing body deems useful (if any): N/A



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Francine Ramaglia, Town Manager

**DATE:** June 4, 2024

**SUBJECT:** Consideration of *Ordinance No. 2024-05* on First Reading providing that in the event there is no Contract for Law Enforcement Services in effect between the Town and the Palm Beach County Sheriff's Office ("PBSO") or an Adjoining Municipality, the Law Enforcement Services in the Town will be the Standard Law Enforcement Services Provided by the PBSO.

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**Background:**

The Town of Loxahatchee Groves currently has an agreement for law enforcement services with the Palm Beach County Sheriff's Office. Ordinance No. 2024-05 proposes that in the event there is no contract for law enforcement services in effect between the Town and PBSO or an adjoining municipality, the law enforcement services in the Town will be the standard law enforcement services by the PBSO.

At its regular meeting on May 7, 2024, the Town Council approved the first reading of Ordinance No. 2024-05.

There has been one modification in Section 2, to include the following language: "... the law enforcement services to be provided within the Town will be the standard law enforcement services provided by the PBSO in unincorporated Palm Beach County, without an agreement with the Town."

**Recommendation:**

Approve *Ordinance No. 2024-05* regarding law enforcement services on second reading.

**TOWN OF LOXAHATCHEE GROVES****ORDINANCE NO. 2024-05**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 11(2) of the Town's Charter provides that law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary; and,

**WHEREAS**, the Town currently has an agreement for law enforcement services with the Palm Beach County Sheriff's Office; and,

**WHEREAS**, Florida law currently limits the options for contractual law enforcement services for a municipality to the Sheriff of the County, or with a law enforcement agency of an adjoining municipality; however, while the Town could legally enter into a law enforcement services agreement with an adjoining municipality, all municipalities adjoining the Town currently have agreements for law enforcement services with the PBSO; and,

**WHEREAS**, Section 11(2) of the Town's Charter also provides that that the town shall not establish a town police department without a referendum; and,

**WHEREAS**, given the budgetary restraints of the Town and other logistical challenges to the Town creating its own law enforcement agency, in the event the Town's agreement with PBSO is terminated for any reason, the Town will need to rely on the standard law enforcement services of the PBSO that may be provided by PBSO without an agreement with the Town; and,

**ORD NO. 2024-05**

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The above stated “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**Section 2.** In the event there is no agreement for law enforcement services in effect between the Town and the Palm Beach County Sheriff’s Office (PBSO) or with an adjoining municipality, the law enforcement services to be provided within the Town will be the standard law enforcement services provided by the PBSO in unincorporated Palm Beach County, without an agreement with the Town.

**Section 3.** Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

**Section 4.** Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 5.** Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 6.** Effective Date. This Ordinance shall take effect as provided by law.

**ORD NO. 2024-05**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ORD NO. 2024-05**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Vice Mayor Margaret Herzog

\_\_\_\_\_  
Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Robert Shorr



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\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

April 19, 2021

Town Council  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, Florida 33470

Re: Level of Service for Law Enforcement

Dear Mayor and Councilmembers:

At the April 6, 2021, Town Council Meeting, the Town Council discussed the Agreement between the Town and the Palm Beach County Sheriff's Office for law enforcement services. During that discussion, the Town Council discussed the obligations of the Sheriff's Office and the Town in providing law enforcement services within the boundaries of the Town. Just prior to the conclusion of your meeting (at approximately midnight), Mr. Brako advised that the Attorney General's Office has declined to render an opinion on this topic. He then offered some general comments on this matter. This letter is to provide additional information and clarification on the matter of level of service for law enforcement for the Town.

The Sheriff, pursuant to Section 30.15, Florida Statutes, has numerous powers, duties, and obligations; including, in relevant part, the following:

- (1) Sheriffs, in their respective counties, in person or by deputy, shall:
  - (e) Be conservators of the peace in their counties.
  - (f) Suppress tumults, riots, and unlawful assemblies in their counties with force and strong hand when necessary.
  - (g) Apprehend, without warrant, any person disturbing the peace, and carry that person before the proper judicial officer, that further proceedings may be had against him or her according to law.

There does not appear to be any statutory requirement dictating the means and methods by which the Sheriff is to perform his or her law enforcement duties. The level of service and the amount of resources and personnel to be committed to enforcement by any Sheriff is discretionary and likely considered a planning level function. See *Carter v. City of Stuart*, 468 So.2d 955 (Fla. 1985).

Pursuant to Section 2(b), Article VIII of the Florida Constitution,

Municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

Such powers are secured by Section 166.021(4), Florida Statutes, which also limits the exercise of extraterritorial powers by municipalities. There are numerous references in Florida Statutes to municipal law enforcement, including at least one statutory requirement that a municipality provide law enforcement services. Section 316.640(3), Florida Statutes, requires the police department of each chartered municipality to enforce traffic laws within the boundaries of the municipality. In addition, Section 166.049, Florida Statutes, requires municipal law enforcement agencies to provide the following:

- (1) Schedule at least two law enforcement officers to be on duty at all times. While on duty, each officer must be able to communicate directly with the other and, if not engaged in another law enforcement activity, respond to the other officer's request for assistance; or
- (2) Establish a means for a municipal law enforcement officer to communicate with the county sheriff's office and to request assistance of a routine law enforcement nature from the sheriff's office; or
- (3) Establish a mutual aid agreement as provided in chapter 23 in order for a municipal law enforcement officer to communicate with municipal law enforcement agencies of other jurisdictions and to request routine law enforcement assistance from those agencies.

The provisions in Section 166.049, Florida Statutes, were intended to protect law enforcement officers in smaller jurisdictions, to ensure that they had a means to call for assistance if needed. *Op. Att'y Gen. Fla. 97-40* (1997). Though it appears from the language in Section 316.640(3), Florida Statutes, that the Town is required to provide at least traffic related law enforcement within its boundaries, how the Town provides municipal law enforcement services is likely a discretionary planning level function. See *Carter* (Fla. 1985).

The Town has not established its own law enforcement agency. Instead, the Town is able to contract for law enforcement services. The legislature, in an effort to assist smaller municipalities, enacted Section 166.0495, Florida Statutes, which provides, in part, that:

A municipality may enter into an interlocal agreement, pursuant to s. 163.01 with an adjoining municipality or municipalities within the same county to provide law enforcement services within the territorial boundaries of the other adjoining municipality or municipalities. ... The authority granted a municipality under this section is in addition to and not in limitation of any other authority granted to a municipality to enter into agreements for law enforcement services or to conduct law enforcement activities outside the territorial boundaries of the municipality.

It is our understanding that all of the municipalities adjoining the Town contract with the Palm Beach County Sheriff's Office for law enforcement services. This eliminates the option for the Town to enter into an interlocal agreement with another municipality for such services as provided in Section 166.0495, Florida Statutes. *Op. Att'y Gen. Fla.* 2011-24 (2011). However, as stated therein, the authority granted under Section 166.0495, Florida Statutes, is in addition to any other authority the Town has to enter into agreements for law enforcement services.

Section 11(2) of the Town Charter provides that:

Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town will not establish a town police department without a referendum.

By adoption of its Charter, the Town has decided to contract with the Palm Beach County Sheriff's Office for law enforcement services. Such contractual arrangements between county sheriffs and municipalities have been considered appropriate and approved by Florida courts, so long as the municipal government retains ultimate responsibility to supervise law enforcement functions within its boundaries. *City of Palm Beach Gardens v. Barnes*, 390 So.2d 1188 (Fla. 1980), *Op. Att'y Gen. Fla.* 93-93 (1993), *Op. Att'y Gen. Fla.* 95-50 (1995). While the language in the Charter provides that the Town will contract for law enforcement services "until the town adopts an ordinance to the contrary", it appears from the language in Section 316.640(3), Florida Statutes, that simply not providing some level of municipal law enforcement services is probably not an option.

The Town has, in its Agreement with the Palm Beach County Sheriff's Office, established a particular level of service for law enforcement services that the Sheriff's Office provides to the Town. Without this contractual obligation, the Sheriff may not be required to provide any particular level of service. There has been some discussion as to the level of service that the Sheriff would have to provide if the Town did not contract with the Sheriff. Theoretically, the Sheriff might provide a similar level of service as that provided to unincorporated areas of Palm Beach County. However, absent a judicial determination by a Florida court, there does not appear to be any requirement as to the specific level of service that the Sheriff must provide to a municipality, other than the level of service established pursuant to a contract. Pursuant to the Agreement between the Town and the Sheriff's Office, the Sheriff has assigned deputies, at least one per shift, specifically to serve the Town. Those assigned deputies remain within the corporate limits of the

Town Council  
April 19, 2021  
Page 4

Town during their shift. Without this Agreement, the Sheriff may, for example, assign one deputy to patrol an area that includes the Town as part of a much larger area. In this example, the level of service provided to the Town would be diminished, even if it remains similar to the service provided in the unincorporated areas.

As it appears that the Town is required to provide some level of law enforcement services within its boundaries, the Town may continue to contract with the Palm Beach County Sheriff's Office. Alternatively, the Town may pursue a referendum to establish a Town police department. Either option would allow the Town to establish the level of service for law enforcement services provided to the Town.

I trust that the above opinion is of assistance. If you have any questions, please contact me.

Respectfully,



Glen J. Torcivia

cc. Jamie Titcomb, Town Manager  
Lakisha Q. Burch, Town Clerk

Select Year: 2023 ▼ Go

## The 2023 Florida Statutes (including Special Session C)

[Title XII](#)  
MUNICIPALITIES

[Chapter 166](#)  
MUNICIPALITIES

[View Entire Chapter](#)

**166.0495 Interlocal agreements to provide law enforcement services.**—A municipality may enter into an interlocal agreement pursuant to s. [163.01](#) with an adjoining municipality or municipalities within the same county to provide law enforcement services within the territorial boundaries of the other adjoining municipality or municipalities. Any such agreement shall specify the duration of the agreement and shall comply with s. [112.0515](#), if applicable. The authority granted a municipality under this section is in addition to and not in limitation of any other authority granted a municipality to enter into agreements for law enforcement services or to conduct law enforcement activities outside the territorial boundaries of the municipality.

**History.**—s. 1, ch. 97-62.

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Select Year: 2023 ▼ Go

## The 2023 Florida Statutes (including Special Session C)

[Title XXIII](#)[MOTOR VEHICLES](#)[Chapter 316](#)[STATE UNIFORM TRAFFIC CONTROL](#)[View Entire Chapter](#)

**316.640 Enforcement.**—The enforcement of the traffic laws of this state is vested as follows:

(1) STATE.—

(a)1.a. The Division of Florida Highway Patrol of the Department of Highway Safety and Motor Vehicles; the Division of Law Enforcement of the Fish and Wildlife Conservation Commission; the Division of Law Enforcement of the Department of Environmental Protection; and the agents, inspectors, and officers of the Department of Law Enforcement each have authority to enforce all of the traffic laws of this state on all the streets and highways thereof and elsewhere throughout the state wherever the public has a right to travel by motor vehicle.

b. University police officers may enforce all of the traffic laws of this state when violations occur on or within 1,000 feet of any property or facilities that are under the guidance, supervision, regulation, or control of a state university, a direct-support organization of such state university, or any other organization controlled by the state university or a direct-support organization of the state university, or when such violations occur within a specified jurisdictional area as agreed upon in a mutual aid agreement entered into with a law enforcement agency pursuant to s. [23.1225](#)(1). Traffic laws may also be enforced off-campus when hot pursuit originates on or within 1,000 feet of any such property or facilities, or as agreed upon in accordance with the mutual aid agreement.

c. Florida College System institution police officers may enforce all the traffic laws of this state only when such violations occur on or within 1,000 feet of any property or facilities that are under the guidance, supervision, regulation, or control of the Florida College System institution, or when such violations occur within a specified jurisdictional area as agreed upon in a mutual aid agreement entered into with a law enforcement agency pursuant to s. [23.1225](#). Traffic laws may also be enforced off-campus when hot pursuit originates on or within 1,000 feet of any such property or facilities, or as agreed upon in accordance with the mutual aid agreement.

d. Police officers employed by an airport authority may enforce all of the traffic laws of this state only when such violations occur on any property or facilities that are owned or operated by an airport authority.

(I) An airport authority may employ as a parking enforcement specialist any individual who successfully completes a training program established and approved by the Criminal Justice Standards and Training Commission for parking enforcement specialists but who does not otherwise meet the uniform minimum standards established by the commission for law enforcement officers or auxiliary or part-time officers under s. [943.12](#). This sub-subparagraph may not be construed to permit the carrying of firearms or other weapons, nor shall such parking enforcement specialist have arrest authority.

(II) A parking enforcement specialist employed by an airport authority may enforce all state, county, and municipal laws and ordinances governing parking only when such violations are on property or facilities owned or operated by the airport authority employing the specialist, by appropriate state, county, or municipal traffic citation.

e. The Office of Agricultural Law Enforcement of the Department of Agriculture and Consumer Services may enforce traffic laws of this state.

f. School safety officers may enforce all of the traffic laws of this state when such violations occur on or about any property or facilities that are under the guidance, supervision, regulation, or control of the district school board.

2. Any disciplinary action taken or performance evaluation conducted by an agency of the state as described in subparagraph 1. of a law enforcement officer's traffic enforcement activity must be in accordance with written work-performance standards. Such standards must be approved by the agency and any collective bargaining unit representing such law enforcement officer. A violation of this subparagraph is not subject to the penalties provided in chapter 318.

3. The Division of the Florida Highway Patrol may employ as a traffic accident investigation officer any individual who successfully completes instruction in traffic accident investigation and court presentation through the Selective Traffic Enforcement Program as approved by the Criminal Justice Standards and Training Commission and funded through the National Highway Traffic Safety Administration or a similar program approved by the commission, but who does not necessarily meet the uniform minimum standards established by the commission for law enforcement officers or auxiliary law enforcement officers under chapter 943. Any such traffic accident investigation officer who makes an investigation at the scene of a traffic accident may issue traffic citations, based upon personal investigation, when he or she has reasonable and probable grounds to believe that a person who was involved in the accident committed an offense under this chapter, chapter 319, chapter 320, or chapter 322 in connection with the accident. This subparagraph does not permit the officer to carry firearms or other weapons, and such an officer does not have authority to make arrests.

(b)1. The Department of Transportation has authority to enforce on all the streets and highways of this state all laws applicable within its authority.

2.a. The Department of Transportation shall develop training and qualifications standards for toll enforcement officers whose sole authority is to enforce the payment of tolls pursuant to s. 316.1001. Nothing in this subparagraph shall be construed to permit the carrying of firearms or other weapons, nor shall a toll enforcement officer have arrest authority.

b. For the purpose of enforcing s. 316.1001, governmental entities, as defined in s. 334.03, which own or operate a toll facility may employ independent contractors or designate employees as toll enforcement officers; however, any such toll enforcement officer must successfully meet the training and qualifications standards for toll enforcement officers established by the Department of Transportation.

3. For the purpose of enforcing s. 316.0083, the department may designate employees as traffic infraction enforcement officers. A traffic infraction enforcement officer must successfully complete instruction in traffic enforcement procedures and court presentation through the Selective Traffic Enforcement Program as approved by the Division of Criminal Justice Standards and Training of the Department of Law Enforcement, or through a similar program, but may not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission for law enforcement officers or auxiliary law enforcement officers under s. 943.13. This subparagraph does not authorize the carrying of firearms or other weapons by a traffic infraction enforcement officer and does not authorize a traffic infraction enforcement officer to make arrests. The department's traffic infraction enforcement officers must be physically located in the state.

## (2) COUNTIES.—

(a) The sheriff's office of each of the several counties of this state shall enforce all of the traffic laws of this state on all the streets and highways thereof and elsewhere throughout the county wherever the public has the right to travel by motor vehicle. In addition, the sheriff's office may be required by the county to enforce the traffic laws of this state on any private or limited access road or roads over which the county has jurisdiction pursuant to a written agreement entered into under s. 316.006(3)(b).

(b) The sheriff's office of each county may employ as a traffic crash investigation officer any individual who successfully completes instruction in traffic crash investigation and court presentation through the Selective Traffic Enforcement Program (STEP) as approved by the Criminal Justice Standards and Training Commission and funded through the National Highway Traffic Safety Administration (NHTSA) or a similar program approved by the commission, but who does not necessarily otherwise meet the uniform minimum standards established by the commission for law enforcement officers or auxiliary law enforcement officers under chapter 943. Any such traffic crash investigation officer who makes an investigation at the scene of a traffic crash may issue traffic citations when, based upon personal investigation, he or she has reasonable and probable grounds to believe that a person

who was involved in the crash has committed an offense under this chapter, chapter 319, chapter 320, or chapter 322 in connection with the crash. This paragraph does not permit the carrying of firearms or other weapons, nor do such officers have arrest authority.

(c) The sheriff's office of each of the several counties of this state may employ as a parking enforcement specialist any individual who successfully completes a training program established and approved by the Criminal Justice Standards and Training Commission for parking enforcement specialists, but who does not necessarily otherwise meet the uniform minimum standards established by the commission for law enforcement officers or auxiliary or part-time officers under s. 943.12.

1. A parking enforcement specialist employed by the sheriff's office of each of the several counties of this state is authorized to enforce all state and county laws, ordinances, regulations, and official signs governing parking within the unincorporated areas of the county by appropriate state or county citation and may issue such citations for parking in violation of signs erected pursuant to s. 316.006(3) at parking areas located on property owned or leased by a county, whether or not such areas are within the boundaries of a chartered municipality.

2. A parking enforcement specialist employed pursuant to this subsection shall not carry firearms or other weapons or have arrest authority.

(3) MUNICIPALITIES.—

(a) The police department of each chartered municipality shall enforce the traffic laws of this state on all the streets and highways thereof and elsewhere throughout the municipality wherever the public has the right to travel by motor vehicle. In addition, the police department may be required by a municipality to enforce the traffic laws of this state on any private or limited access road or roads over which the municipality has jurisdiction pursuant to a written agreement entered into under s. 316.006(2)(b). However, nothing in this chapter shall affect any law, general, special, or otherwise, in effect on January 1, 1972, relating to "hot pursuit" without the boundaries of the municipality.

(b) The police department of a chartered municipality may employ as a traffic crash investigation officer any individual who successfully completes instruction in traffic crash investigation and court presentation through the Selective Traffic Enforcement Program (STEP) as approved by the Criminal Justice Standards and Training Commission and funded through the National Highway Traffic Safety Administration (NHTSA) or a similar program approved by the commission, but who does not otherwise meet the uniform minimum standards established by the commission for law enforcement officers or auxiliary law enforcement officers under chapter 943. Any such traffic crash investigation officer who makes an investigation at the scene of a traffic crash is authorized to issue traffic citations when, based upon personal investigation, he or she has reasonable and probable grounds to believe that a person involved in the crash has committed an offense under the provisions of this chapter, chapter 319, chapter 320, or chapter 322 in connection with the crash. This paragraph does not permit the carrying of firearms or other weapons, nor do such officers have arrest authority.

(c)1. A chartered municipality or its authorized agency or instrumentality may employ as a parking enforcement specialist any individual who successfully completes a training program established and approved by the Criminal Justice Standards and Training Commission for parking enforcement specialists, but who does not otherwise meet the uniform minimum standards established by the commission for law enforcement officers or auxiliary or part-time officers under s. 943.12.

2. A parking enforcement specialist employed by a chartered municipality or its authorized agency or instrumentality is authorized to enforce all state, county, and municipal laws and ordinances governing parking within the boundaries of the municipality employing the specialist, or, pursuant to a memorandum of understanding between the county and the municipality, within the boundaries of the county in which the chartered municipality or its authorized agency or instrumentality is located, by appropriate state, county, or municipal traffic citation.

3. A parking enforcement specialist employed pursuant to this subsection may not carry firearms or other weapons or have arrest authority.

(4)(a) Any sheriff's department, or any police department of a municipality, may employ as a traffic control officer any individual who successfully completes at least 8 hours of instruction in traffic control procedures through a program approved by the Division of Criminal Justice Standards and Training of the Department of Law



Enforcement, or through a similar program offered by the local sheriff's department or police department, but does not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission for law enforcement officers or auxiliary law enforcement officers under s. [943.13](#). A traffic control officer employed pursuant to this subsection may direct traffic or operate a traffic control device only at a fixed location and only upon the direction of a fully qualified law enforcement officer; however, it is not necessary that the traffic control officer's duties be performed under the immediate supervision of a fully qualified law enforcement officer.

(b) In the case of a special event or activity in relation to which a nongovernmental entity is paying for traffic control on public streets, highways, or roads, traffic control officers may be employed to perform such traffic control responsibilities only when off-duty, full-time law enforcement officers, as defined in s. [943.10\(1\)](#), are unavailable to perform those responsibilities. However, this paragraph may not be construed to limit the use of traffic infraction enforcement officers for traffic enforcement purposes.

(c) This subsection does not permit the carrying of firearms or other weapons, nor do traffic control officers have arrest authority.

(5)(a) Any sheriff's department or police department of a municipality may employ, as a traffic infraction enforcement officer, any individual who successfully completes instruction in traffic enforcement procedures and court presentation through the Selective Traffic Enforcement Program as approved by the Division of Criminal Justice Standards and Training of the Department of Law Enforcement, or through a similar program, but who does not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission for law enforcement officers or auxiliary law enforcement officers under s. [943.13](#). Any such traffic infraction enforcement officer who observes the commission of a traffic infraction or, in the case of a parking infraction, who observes an illegally parked vehicle may issue a traffic citation for the infraction when, based upon personal investigation, he or she has reasonable and probable grounds to believe that an offense has been committed which constitutes a noncriminal traffic infraction as defined in s. [318.14](#). In addition, any such traffic infraction enforcement officer may issue a traffic citation under ss. [316.0083](#) and [316.1896](#). For purposes of enforcing ss. [316.0083](#), [316.1895](#), and [316.183](#), any sheriff's department or police department of a municipality may designate employees as traffic infraction enforcement officers. The traffic infraction enforcement officers must be physically located in the county of the respective sheriff's or police department.

(b) The traffic infraction enforcement officer shall be employed in relationship to a selective traffic enforcement program at a fixed location or as part of a crash investigation team at the scene of a vehicle crash or in other types of traffic infraction enforcement under the direction of a fully qualified law enforcement officer; however, it is not necessary that the traffic infraction enforcement officer's duties be performed under the immediate supervision of a fully qualified law enforcement officer.

(c) This subsection does not permit the carrying of firearms or other weapons, nor do traffic infraction enforcement officers have arrest authority other than the authority to issue a traffic citation as provided in this subsection.

(6) **MOBILE HOME PARK RECREATION DISTRICTS.**—Notwithstanding subsection (2) or subsection (3), the sheriff's office of each of the several counties of this state and the police department of each chartered municipality have authority, but are not required, to enforce the traffic laws of this state on any way or place used for vehicular traffic on a controlled access basis within a mobile home park recreation district which has been created under s. [418.30](#) and the recreational facilities of which district are open to the general public.

(7) **CONSTRUCTION OF CHAPTER 87-88, LAWS OF FLORIDA.**—For purposes of traffic control and enforcement, nothing in chapter 87-88, Laws of Florida, shall be construed to classify any road which has been dedicated or impliedly dedicated for public use, and which has been constructed and is open to the use of the public for vehicular traffic, as a private road or driveway.

(8) **TRAFFIC ENFORCEMENT AGENCY.**—

(a) Any agency or governmental entity designated in subsection (1), subsection (2), or subsection (3), including a university, a Florida College System institution, a school board, or an airport authority, is a traffic enforcement agency for purposes of this section and s. [316.650](#).

(b) A traffic enforcement agency may not establish a traffic citation quota.

**History.**—s. 1, ch. 71-135; ss. 1, 2, ch. 73-24; s. 1, ch. 76-31; s. 1, ch. 76-270; s. 3, ch. 79-246; s. 11, ch. 83-167; ss. 4, 5, ch. 87-88, s. 2, ch. 87-178; s. 7, ch. 87-270; s. 1, ch. 90-177; s. 1, ch. 92-18; s. 17, ch. 93-164; s. 4, ch. 93-404; s. 30, ch. 94-306; s. 1, ch. 94-334; s. 138, ch. 94-356; s. 1, ch. 95-141; s. 904, ch. 95-148; s. 3, ch. 96-276; s. 37, ch. 96-350; s. 87, ch. 99-245; ss. 6, 244, ch. 99-248; s. 109, ch. 2002-20; s. 11, ch. 2002-205; s. 46, ch. 2002-295; s. 26, ch. 2003-1; s. 18, ch. 2003-286; s. 6, ch. 2005-120; s. 2, ch. 2009-216; s. 9, ch. 2010-80; s. 15, ch. 2011-66; s. 13, ch. 2012-88; s. 44, ch. 2013-15; s. 2, ch. 2013-171; s. 1, ch. 2015-15; s. 11, ch. 2016-239; s. 10, ch. 2019-141; s. 10, ch. 2023-174.

**Note.**—Former s. 316.016.

Select Year: 2023 ▼ Go

## The 2023 Florida Statutes (including Special Session C)

[Title XII](#)  
MUNICIPALITIES

[Chapter 166](#)  
MUNICIPALITIES

[View Entire Chapter](#)

**166.049     Municipal law enforcement agencies; communications and assistance.**— The chief of police shall:

(1) Schedule at least two law enforcement officers to be on duty at all times. While on duty, each officer must be able to communicate directly with the other and, if not engaged in another law enforcement activity, respond to the other officer's request for assistance; or

(2) Establish a means for a municipal law enforcement officer to communicate with the county sheriff's office and to request assistance of a routine law enforcement nature from the county sheriff's office; or

(3) Establish a mutual aid agreement as provided in chapter 23 in order for a municipal law enforcement officer to communicate with municipal law enforcement agencies of other jurisdictions and to request routine law enforcement assistance from those agencies.

**History.**—s. 2, ch. 95-318.

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**TOWN OF LOXAHATCHEE GROVES, FLORIDA  
BUSINESS IMPACT ESTIMATE**

Item 11.

**ORDINANCE NO. 2024-05**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**  
**BUSINESS IMPACT ESTIMATE**

Item 11.

**ORDINANCE NO. 2024-05**

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The purpose of this ordinance is to provide for the safety and welfare of the Town's citizens by establishing a level of service for law enforcement services in the event the Town does not have a contractor for law enforcement services with the Palm Beach County Sherriff's Office or another municipality's law enforcement agency.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Loxahatchee Groves, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any): N/A

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town of Loxahatchee Groves Town Council

**FROM:** Francine Ramaglia, Town Manager

**DATE:** June 4, 2024

**SUBJECT:** Consideration of *Ordinance No. 2024-04* on Second Reading Amending the Unified Land Development Code Section 10-015, “Definitions”, and Section 20-015, “Residential Zoning Districts”.

---

#### Background:

At its May 7, 2024, Regular Meeting, the Town Council approved Ordinance No. 2024-04 on first reading.

#### Recommendations:

Staff recommends approval of the proposed *Ordinance No. 2024-04* on second reading.

**ORDINANCE NO. 2024-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT TO SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves, Florida, (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the Town Council, as the governing body of the Town, pursuant to the authority vested in it by Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

**WHEREAS**, the Town desires to update its definition of Essential Services and clarify the process by which a debris management site may be permitted; and

**WHEREAS**, there has been a demonstrated need for such uses due to increasing storm activity; and

**WHEREAS**, the Town Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the Town of Loxahatchee Groves.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1. Legislative Findings, Intent and Purpose.** The WHEREAS clauses contained herein are legislatively determined to be true and correct and are incorporated herein and represent the legislative findings of the Town Council. It is the purpose and intent of this ordinance to promote the health, safety, and general welfare of the residents of the Town, and to provide essential services to residents within the Town’s corporate limits.

**Section 2.** The Town of Loxahatchee Groves hereby amends Section 10-015 “Definitions” of Article 10 of Part I “Administration and Definitions” of its Unified Land Development Code to read as follows:

*Essential services.* The erection, construction, alteration or maintenance by public utilities or governmental agencies, of underground or overhead sanitary sewer, communication, gas, electrical, steam or water transmission or distribution systems, and drainage facilities, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, transformer substations and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare. Essential services may also include debris management services for the purposes of post-disaster clean up.

**Section 3.** The Town of Loxahatchee Groves hereby amends Section 20-015 “Residential Zoning Districts, Permitted Uses” of Article 20 of Part II “Zoning Districts” of its Unified Land Development Code to read as follows:

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

<b>Principal Uses</b>	<b>Agricultural Residential (AR)</b>
Single Family Dwelling	Permitted
Modular Home or Factory-Built Home	Permitted subject to Section 80-65
<u>Essential Services – Debris Management (for post-disaster clean up)</u>	<u>Permitted w/ Special Exception Category B, subject to Section 20-055</u>
Essential Services – <u>other</u>	Permitted w/Special Exception <u>Category A</u>



Principal Uses	Agricultural Residential (AR)
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A

**Section 4.** The Town of Loxahatchee Groves hereby adds Section 20-55 to Article 20 of Part II “Zoning Districts” of its Unified Land Development Code to read as follows:

**Section 20-055. – Essential Services, Debris Management (for post-disaster clean up)**

(A) Debris management operations (for post-disaster clean up) pre-approved by the Department of Environmental Protection may be permitted by Special Exception, Category B subject to the following requirements:

- (1) Properties used as a debris management site shall be located south of Collecting Canal Road.
- (2) Vehicular access to a property used for debris management shall be provided from Southern Boulevard or a lettered road ie. A Road, B Road, C Road etc.
- (3) Properties used for the purposes of debris management shall be greater than 10 acres.
- (4) A minimum distance separation shall be required between two properties used for the purposes of debris management.
  - a. The minimum distance separation shall be one (1) mile, measured in a straight-line distance, between property lines.
  - b. The minimum distance separation shall only apply to properties within the Town limits.

(B) Properties that do not have pre-approval by the Department of Environmental Protection shall be subject to the Special Exception, Category A requirements.

**Section 5. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 6. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 7. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 8. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_ DAY OF \_\_\_\_, 20\_\_.**

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Laura Danowski

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Robert Shorr

**TOWN OF LOXAHATCHEE GROVES, FLORIDA  
BUSINESS IMPACT ESTIMATE**

**ORDINANCE NO. 2024-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

**TOWN OF LOXAHATCHEE GROVES, FLORIDA  
BUSINESS IMPACT ESTIMATE**

**ORDINANCE NO. 2024-04**

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Loxahatchee Groves, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any): N/A



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council**  
**FROM: Francine Ramaglia, Town Manager**  
**DATE: June 4, 2024**  
**SUBJECT: Discussion on Recreational Vehicle Ordinance**

---

**Background:**

A facilitated discussion on the recreational vehicle ordinance will be presented by the town's Consultant Planner Kaitlyn Forbes, Complete Cities who will provide a PowerPoint presentation at the meeting.

Included in your packet is a memorandum from Ms. Forbes and also the minutes of October 23, 2023, which is the last time the Town Council considered this item.

**Recommendation:**

Discuss and provide staff with direction.

DATE: May 28, 2024  
TO: Town of Loxahatchee Groves, Town Council  
FROM: Complete Cities, Consultant Planner  
Subject: Recreational Vehicle (RV) Ordinance Update

### Background

The Town of Loxahatchee Groves began the process of updating its Recreational Vehicle (RV) regulations in the spring of 2023. A series of public workshops were held to collect feedback and information regarding resident's use of RVs, future needs, and permitting concerns. During that process, there was much concern for the equestrian community. RVs and temporary housing were expressed to be a critical component of the seasonal industry. Based on this input, the initial direction was to consider more lenient policies, perhaps considering annual RVs or increased allowances to support the need. However, through the public hearing process, residents expressed concern about the impacts to infrastructure, life safety, and community character, amongst others. Further, there did not seem to be the same public support or need for expanded RV allowances during the hearing process.

### Prior Public Hearings

The Town Council last considered the RV item at the October 23, 2023 public hearing. The minutes from that meeting are below. Ordinance 2023-06 was denied.

### Initial Considerations

While the previous draft ordinance amendment trended toward increasing RV allowances, it should be noted, most communities are further restricting RVs for similar reasons cited at the last public hearings. The issues of perceived and real density, infrastructure impacts, life safety impacts, amongst others are valid. The Town has long had a one dwelling unit per five acre density maximum. Before increasing RV allowances, concerns regarding permitting requirements and code enforcement should be addressed. In fact, it seemed many of the equestrian community concerns could be addressed through permitting modifications and clarifications regarding certain restrictions rather than increasing the total number of permitted vehicles.

Careful use of RVs should continue so that RVs are not inadvertently used to circumvent density allowances. The Town does offer more permanent, alternative solutions such as accessory dwelling units, caretakers' quarters, and groom's quarters. If a demand from the equestrian community still exists, the Town may wish to consider addressing the need by re-evaluating these aforementioned alternatives.

### Next Steps

The Council has requested to revisit the RV policies to address reoccurring issues. It is well documented there are concerns with the application form itself. Further, code enforcement of the existing regulations has been a consistent challenge. The Council may consider a range of amendments, from simple modifications to the application process to reconsidering more impactful portions of the ordinance again, such as length of stay and number of vehicles.





**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL SPECIAL MEETING MINUTES  
OCTOBER 23, 2023**

*Meeting audio available in Town Clerk's Office  
Meetings are also available on YouTube.*

**CALL TO ORDER**

Mayor Danowski called the meeting to order at 4:00 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Danowski led the Pledge of Allegiance.

**MOMENT OF SILENCE**

Mayor Danowski led a prayer.

**ROLL CALL**

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmembers Margaret Herzog, Phillis Maniglia, and Marianne Miles, Town Manager Francine L. Ramaglia, Town Attorney Glenn Torcivia, Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

**ADDITIONS, DELETIONS AND MODIFICATIONS**

Councilmember Maniglia noticed scribbler's error regarding Ordinance No. 2023-07 should be Ordinance No. 2023-06.

**Motion was made by Vice Mayor Shorr seconded by Councilmember Herzog to approve the agenda as is with the correction to Ordinance No. 2023-07 to Ordinance No. 2023-06; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.**

**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

There was a public comment from Cassie Suchy.

**REGULAR AGENDA AND PUBLIC HEARING**

1. Consideration of **Ordinance No. 2023-07 06** on second reading adopting Revised Recreational Vehicle Program Requirements.

There were public comments made by Paul Coleman, John Havens, Ken Johnson, Todd McLendon, Brian McNeil, Minish Sood, Cassie Suchy, and Town Clerk Burch read the from the following into the record Anita Brady, Jodi Jensen, Evelio Santos, and Diane Laudadio.

Town Manager Ramaglia stated that in 2020 Ordinance 2020-07 was passed and due to that ordinance, it has been hard to enforce that Ordinance. She continued to state why the RV ordinance has been brought back to the Town Council for modifications. She stated that this ordinance was done to address the current issues in which this ordinance has caused. She then presented Kaityn Forbes. Kaityn Forbes presented the update and Forbes Ordinance No. 2023-06.

Vice Mayor Shorr stated that the RV ordinance has been in effect since 2020, he also asked about the notification to the public regarding the RV ordinance. Town Manager Ramaglia responded to his question. He also continued to give his view on the ordinance. Stated that this is not just about equestrians. It's been around, it has benefits.

Councilmember Maniglia stated that this has nothing to do with agricultural but greed, has to do with people who sit on our dais that doesn't understand. She continued to express her views on this topic.

Councilmember Miles stated that we have been discussing RVs for a long time. Lot of false accusations and rumors that has gone on out here.

Councilmember Herzog stated she has difficulty with the number of RVs that are being proposed, doesn't want to be surrounded by 5 acres who could have up to 4 RVs. Feels we should go back to 2. Not let random people come in to do random things with water, sewer, etc. no more than 2 on 10 acres. If we are trying to accommodate equestrians -they knew they couldn't do it in Wellington, why are they doing it here. She feels this ordinance needs to be looked into some more. She is currently not in favor of.

Mayor Danowski asked about vacant lot in the RV ordinance. Ms. Forbes responded. Asked has any revision been done to the RV application. Ms. Forbes stated that it will not be done until after passing the ordinance. Mayor Danowski commented on the need of quarters for a loved one, she completely agrees with this. Wants Code Enforcement to monitor this, there is still a need for additional changes, yes. She then told a story.

Vice Mayor Shorr stated the way he understood it that you pay 250.00 to get your site improved by the Building Official, when the RV comes in you have to pay a 100.00 fee, it is a two-step process. The way the ordinance is written it starts when the tenant gets here. He comments on page 5 last sentence double of (one needs to be stricken). He wanted a clear definition of yard or set back. Ms. Forbes responded. Town Manager Ramaglia stated there is no reference only yard sales.

Each Town Councilmember gave their individual suggestions of how they feel that the size of the acreage should be for the number of RVs to be on the property. There continued to be discussions among the Town Council regarding the changing of Ordinance No. 2023-06.

**Motion was made by Vice Mayor Shorr seconded by Mayor Danowski to approve Ordinance No. 2023-06 on second reading repealing Section 20-50 "Recreational Vehicles" of Article**

**20- “Residential Zoning Districts” and establishing Article 92 “Recreational Vehicles” within Part III “Supplemental Regulations” within the Unified Land Development Code with the correction of the four scribbler’s error, changing the chart to 1 to 2.91 acres (1 RV), greater 2.9 to 4.82 acres (2 RVs), and greater 4.9 up to four seasonal , ; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr. Nays: Councilmembers Herzog and Maniglia. Motion failed 3-2.**

**Motion was made by Councilmember Miles seconded by Mayor Danowski to approve Ordinance No. 2023-06 on second reading repealing Section 20-50 “Recreational Vehicles” of Article 20- “Residential Zoning Districts” and establishing Article 92 “Recreational Vehicles” within Part III “Supplemental Regulations” within the Unified Land Development Code with the correction of the four scribbler’s error, changing the seasonal permit chart to 1 acre (1 RV), 2 to 4.8 acres (2 RVs), and greater 4.9 (4 RVs) ; it was voted as follows: Ayes: Mayor Danowski, Vice Mayor Shorr. Nays: Councilmembers Herzog and Maniglia. Motion failed 3-2.**

Town Manager Ramaglia asked for clarification on direction from the Town Council. She asked so will we now actively enforce the existing RV ordinance from 2020-07 without any change in the fee or the application. Mayor Danowski responded by stating enforce the old one, no application change, no fee changes and then she asked about enforcement. Town Manager Ramaglia responded that this is complaint driven. There continued to be discussion among the Town Council and Town Manager.

## **DISCUSSION**

2. Presentation regarding the new Form 6 reporting requirements for elected officials.

Town Attorney Torcivia presented the item regarding the Form 6 reporting requirement for elected officials and its impact. There was discussion between the Town Council and Town Staff.

There was a public comment made by Cassie Suchy. Town Attorney Torcivia responded.

## **TOWN STAFF COMMENTS**

### **Town Manager**

No comment.

### **Town Attorney**

No comment.

### **Public Works Director**

Larry Peters presented the item to the Town Council.

Vice Mayor Shorr asked if this presentation was about roads or culverts, then he asked about 161<sup>st</sup> N., and the emergency culvert on Lakeside. Mr. Peters responded. There continued to be discussion between the Vice Mayor Shorr and Town Staff.

Councilmember Maniglia asked for the pricing on Collecting Canal. She asked Town Manager Ramaglia where this money would come from, Ms. Ramaglia responded. She asked a question

from a resident- she stated that the gentleman stated he owned up until the middle of the road and doesn't want road paved. Ask does he has all easements for west G and Folsom. There continued to be discussion between the Town Council and Mr. Peters.

Councilmember Miles asked if you have a private or Town bridge culvert are you allowed to have it be overgrown with trees and vegetation into or around the culvert. Mr. Peters responded that it should be maintained. There continued to be discussion between Councilmember Miles and Mr. Peters.

Mayor Danowski asked what the protocol is to recover fill that has fallen into canal where banks restored that's now sitting in the bottom of canals as a blockage. Mr. Peters responded. There continues to be discussion between the Mayor and Mr. Peters.

There continued to be discussion from the Town Council and Town Staff.

#### **Town Clerk**

Asked the Town Council would they consider going to one meeting per month. There was discussion among them. Then it was decided that starting November they would go to one meeting per month.

### **TOWN COUNCILMEMBER COMMENTS**

#### **Phillis Maniglia (Seat 1)**

- Happy with the turnout of tonight's meeting, appreciate the people who came out tonight.

#### **Marianne Miles (Seat 3)**

- Disappointed about tonight's outcome regarding the RV ordinance.

#### **Marge Herzog (Seat 5)**

- Landowners will have a meeting this Thursday and will have a representative from the South Florida Water Management District.

#### **Vice Mayor Robert Shorr (Seat 4)**

- Stated that he shouldn't be surprised by the outcome.

#### **Mayor Laura Danowski (Seat 2)**

- Thanked everyone for attending the meeting but was disappointed with the outcome of the RV ordinance.

### **ADJOURNMENT**


The workshop was adjourned at 6:51 p.m.

Town of Loxahatchee Groves  
Town Council Special Meeting

October 23, 2023  
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**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

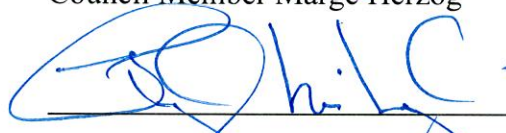
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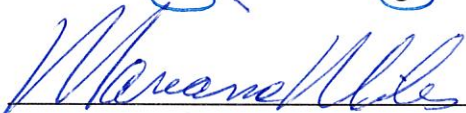
  
Lakisha Burch, Town Clerk

  
Mayor Laura Danowski

  
Vice Mayor Robert Shorr

  
Council Member Marge Herzog

  
Council Member Phillis Maniglia

  
Council Member Marianne Miles



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council of Town of Loxahatchee Groves**

**FROM: Town Attorney's Office**

**VIA: Francine Ramaglia, Town Manager**

**SUBJECT: Discussion on Sign Code**

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**Background:**

The Town has an adopted sign code in Article 90 of the Unified Land Development Code (ULDC). Following changes in the law, some updates to the sign code are necessary. Town Council requested an opportunity to review and discuss the current sign code and potential changes, in addition to those required by law.

Changes in Florida law require that all sign regulations be content-neutral. Sign regulations should not include categories that are content based, such as “political signs”. More appropriately, sign regulations may address size, height, building materials, lighting, moving parts, portability, time, and location (setbacks, on-premises or off-premises). The substantive message of the sign must be irrelevant to the application of the regulations. Sign regulations must be narrowly tailored to serve a significant governmental interest, and must not foreclose an entire medium of expression. For example, a general prohibition against carrying of portable signs would be struck down while a prohibition against commercial portable signs may be upheld.

Town Council previously gave direction for the Town Attorney to work with the existing sign code to remove any outdated and illegal language and to bring it back for review and discussion by Council. The direction from Council also included that the revised draft should incorporate changes previously recommended by the ULDC Committee.

In preparing the revised draft for review and discussion by Council, the following changes were generally made:

1. Revised the scope, purpose and intent to be more legally defensible.
2. Deleted unused definitions.
3. Deleted content-based regulations.
4. Consolidated sign type regulations that were consistent regardless of zoning district, including relocation of temporary sign regulations from Section 90-045 and promotional sign regulations from Section 90-050 all to Section 90-040.
5. Clarified distinctions by sign type and zoning district.



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6. Revised language regarding farm signs to be consistent with Florida Statutes.
7. Added language regarding denial and appeal of and variance to a sign permit.
8. Added language regarding enforcement and severability of the sign code.
9. Made, marked, and noted proposed changes recommended by the ULDC and when the recommended language was altered or not recommended by the Town Attorney.

The Town Manager and Planning Consultant also reviewed the revised draft and the following recommendations are made for Council consideration in its review and discussion of the sign code:

1. Consider moving definitions to Section 10-015, Definitions (includes all definitions for ULDC).
2. Minimum occupancy requirement for “anchor tenant”.
3. How to calculate and define sign area, perimeter, face (including when double-faced), height, structure. Which of these measurements should be followed or are they all needed?
4. Whether to include awning, canopy, mansard signs. These are currently treated the same, consider separating and modifying, if retaining.
5. Modify the definition for billboard sign.
6. Clarify regulation of flags.
7. Adding regulations related to the definition of “identification signs”.
8. Modifying definitions; particularly “internal illumination”, “mobile signs”, “monument sign”, “permanent sign”, “public service sign”, “snipe sign”, “strip lighting”, “tethered/inflatable sign”, “traffic control sign”.
9. Create definition for “secondary sign”.
10. Delete murals; unless desire murals to include commercial messaging. Consider adding a public art component to the ULDC that may include murals.
11. Prohibit all off-premises signage.
12. Section 90-015 should stay a complete list of all prohibited signs, not just permanent signs; consider modifying the list to remove sign types allowed as temporary and to add other types. If permitting mansard roof signs, clarify prohibition on roof signs. Code currently includes provisions for temporary use of inflatable/tethered (balloon), banner or pennant, and mobile signs.
13. Discuss definition and whether to prohibit or allow strip lighting.
14. Consider adding detail regarding sign materials and lighting. Consider whether string lights should be included.
15. Modify mandatory building identification (address) signs to reference building code and only include any additional regulations, such as uniformity of size and color within a single development.
16. Consider modifying time frame references from “for any period of time” to “at any time”.





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17. Consider time frame for temporary signs. Code originally set at 6 months, ULDC Committee recommended 30 days unless extended by Town Manager. Time frame may be best considered and established by sign type and location.
18. Consider allowance and regulation of digital changeable copy signs. Where may be located (zoning district, type of facility), dwell time, visual elements, transition time, messages per cycle, prohibition of flash and zoom elements, stop/danger messaging, and red/green/amber colors.
19. Consider separate regulations for drive-through signs.
20. Prohibit monument signs for accessory structures.
21. Consider regulations for directional and safety signage proposed by ULDC. Should this be revised as part of requirement for master signage plan for developments, including process for approval and sign types for directional, regulatory, street, monument, and wall, at a minimum? Should it be standard for all zoning districts? Consider adding regulation for height.
22. Consider appropriate sign sizing by sign type, zoning district, and sign location.
23. Consider reducing maximum sign size in Conservation (CN) zoning district.
24. Consider eliminating use of temporary signs in Conservation (CN) zoning district.
25. Consider reducing flag pole height limit for commercial flags.
26. Revise permit section to include time limitations.
27. Consider whether to delete Section 90-070(D)(1) and (2). Review new enforcement provision in Section 90-080.
28. Clarify exemption for flag does not include exemption for the flag pole.
29. Consider performing inventory and enforcement of nonconforming signs prior to adoption of revisions to sign code or consider revising amortization provision in Section 90-075(A).
30. Consider re-structuring, re-ordering, and re-formatting sign code. Should permit requirements be at the top and prohibited signs be at the bottom? Should the regulations by type or type and zoning district be in-line text or table format? Should both permanent and temporary sign type standards by zoning district be in the same section or separated?

### **Recommendation:**

Discuss potential changes to the sign code and provide direction to staff.



**ORDINANCE NO. 2024-\_\_**

**AN ORDINANCE ADOPTED BY THE TOWN COUNCIL OF  
THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
AMENDING ARTICLE 90 “SIGNS” OF PART III  
“SUPPLEMENTAL REGULATIONS” OF THE UNIFIED  
LAND DEVELOPMENT CODE; PROVIDING FOR  
SEVERABILITY, CONFLICTS, CODIFICATION AND AN  
EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves, Florida, (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the Town Council, as the governing body of the Town, pursuant to the authority vested in it by Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

**WHEREAS** the Town desires to modify and update its regulation of signs in a manner consistent with the United States Supreme Court’s decision in *Reed v. Town of Gilbert*, 576 U.S. 155 (2015), holding that the regulation of signage based on content is subject to strict scrutiny in determining whether such regulation is constitutional; and

**WHEREAS**, the *Reed* decision does not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs; and

**WHEREAS**, the Town does not wish to censor speech or regulate the content thereof, but rather to provide for the public welfare by regulating the physical characteristics and placement of signage in a manner that enhances the aesthetics of the community, reduces visual pollution, provides clear information, and minimizes distractions to drivers in the interests of traffic safety; and

**WHEREAS**, the Town Council finds and determines that these sign regulations are intended to protect the public from the dangers of unsafe signs, including signs that create

hazardous conditions, confusion, and visual clutter through excess proliferation, improper placement, illumination, animation, and excessive size; and

**WHEREAS**, the Town Council finds and determines that these sign regulations are intended to permit signs that are compatible with their surroundings, aid orientation, and do not obstruct the vision of or distract motorists, bicyclists, or pedestrians; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves legislatively determines and declares that adoption of a new, updated sign regulation code as set forth herein is in the public interest of the health, safety and general welfare of the residents and business community of the Town; and

**WHEREAS**, the Town Council deems approval of this Ordinance to be in the best interest of the residents and citizens of the Town of Loxahatchee Groves.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**SECTION 1. Legislative Findings, Intent and Purpose.** The WHEREAS clauses contained herein are legislatively determined to be true and correct and are incorporated herein and represent the legislative findings of the Town Council, in addition and supplemental to those findings set forth in Section 90-005 of this ordinance. It is the purpose and intent of this ordinance to promote the health, safety, and general welfare of the residents of the Town, and to ensure the proper regulatory requirements for signage within the Town's corporate limits.

**SECTION 2.** The Town of Loxahatchee Groves hereby amends Article 90 "Signs" of Part III "Supplemental Regulations" of its Unified Land Development Code to read as follows:

## **Article 90 - SIGNS**

### **Section 90-005. - ~~Purpose and intent.~~ Scope, Intent, Purpose.**

~~The purpose of this section is to establish standards for the placement and use of signs and other advertising consistent with State of Florida and Federal law. These standards are designed to protect the health and safety of the Town of Loxahatchee Groves and to assist in the promotion of local businesses and industries. Specifically, this section is intended to:~~

- ~~(A) — *Identification.* Promote and aid in the identification, location, and advertisement of goods and services, and the use of signs for free speech;~~
- ~~(B) — *Aesthetics.* Preserve the unique character of the Town and protect the Town from visual blight;~~
- ~~(C) — *Compatibility.* Make signs compatible with the overall objectives of the Plan and protect property values by ensuring compatibility with surrounding land uses;~~

~~(D) — *Safety.* Promote general safety and protect the general public from damage or injury caused by, or partially attributed to, the distractions, hazards, and obstructions that result from improperly designed or located signs.~~

(A) *Scope.* The provisions of this article shall regulate the location, number, size, use, appearance, construction and maintenance of all signs permitted in each zoning district. This chapter is not intended to and does not apply to signs constructed, maintained, or otherwise posted, owned, or leased by the Town of Loxahatchee Groves, Palm Beach County, the State of Florida, or the federal government, and does not regulate official traffic control devices.

(B) *Intent.* Increased numbers and size of signs, as well as certain types of lighting, distract the attention of motorists and interfere with traffic safety. In addition, the indiscriminate construction and maintenance of signs detract from the appearance of the Town. It is therefore the intent of these regulations to promote and protect the public health, safety, general welfare, convenience and enjoyment of the citizens of the Town. More specifically, the sign regulations are intended to:

- (1) Classify and categorize signs by type and zoning district;
- (2) Permit, regulate and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area, so as to support and complement the goals, objectives and policies set forth in the Town's comprehensive plan;
- (3) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (4) Encourage and allow signs that are appropriate to the zoning district in which they are located consistent with and serving the needs of the land uses, activities and functions to which they pertain;
- (5) Establish regulations affecting the design, construction, and maintenance of signs for the purpose of ensuring equitable means of graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the Town. It is recognized that signs form an integral part of architectural building and site design and require equal attention in their design, placement and construction;
- (6) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the Town and that complements the natural surroundings in recognition of this Town's reliance on its natural surroundings and

beautification efforts as a source of economic advantage as an attractive place to live and work;

- (7) Preclude signs from conflicting with the principal permitted use of the lot and adjoining lots;
- (8) Establish dimensional limits and placement criteria for signs that are legible and proportional to the size of the lot and structure on which the sign is to be placed, or to which it pertains;
- (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts in the Town;
- (10) Encourage the effective use of signs as a means of communication in the Town;
- (11) Ensure pedestrian safety and traffic safety;
- (12) Regulate signs so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;
- (13) Regulate signs so that they are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination;
- (14) Curtail the size and number of signs to the minimum reasonably necessary to identify a residential or business location, and the nature of such use, and to allow smooth navigation to these locations;
- (15) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive area of signs which compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;
- (16) Allow for traffic control devices without Town regulation consistent with national standards because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;
- (17) Minimize the possible adverse effect of signs on nearby public and private property;

- (18) Protect property values by precluding, to the maximum extent possible, signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (19) Protect property values by ensuring that the size, number, and appearance of signs are in harmony with buildings, neighborhoods, structures, and conforming signs in the area;
- (20) Except to the extent expressly preempted by Palm Beach County, state, or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (21) Foster the integration of signage with architectural and landscape designs;
- (22) Not regulate signs more than necessary to accomplish the compelling and important governmental objectives described herein;
- (23) Enable the fair and consistent enforcement of these sign regulations; and
- (24) Be considered the maximum standards allowed for signage.

(C) Purpose: The regulations in this article are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Town of Loxahatchee Groves' substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. It is therefore the purpose of this article to promote aesthetics and the public health, safety, and general welfare, and assure the adequate provision of light and air within the Town of Loxahatchee Groves through reasonable, consistent, and nondiscriminatory standards for the posting, displaying, construction, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests.

(D) Findings. In addition and supplemental to the findings and determinations contained in the "Whereas" provisions, which are incorporated by reference into this section, the Town Council acting in its legislative capacity for the purpose of regulating signage, hereby makes the following findings of fact:

The reasonable regulation of the location, number, size, use, appearance, construction and maintenance of signs within the Town serves a compelling governmental interest, for the following reasons:

- (1) Florida Constitution. Article II, Section 7 of the Florida Constitution provides that "[i]t shall be the policy of the state to conserve and protect its natural resources and

scenic beauty.” A beautiful environment preserves and enhances the desirability of Loxahatchee Groves as a place to live and to do business. Implementing the Florida Constitution is a compelling governmental interest.

(2) Florida Statutes. Florida law specifically requires that municipalities adopt sign regulations. See Section 163.3202(2)(f), Florida Statutes. Complying with state law is a compelling governmental interest.

The Town Council specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no less restrictive way for the Town to further these interests.

### **Section 90-010. - Definitions.**

In addition to terms defined in Article 10, "Definitions, Abbreviations, and Construction of Terms," the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Abandoned sign.* Any sign, except a billboard sign, which no longer pertains to any person, organization, product, service, activity or business located on or available at the premises where such sign is displayed; any sign, except a billboard sign, which no longer contains a message; and/or any sign in a state of disrepair.

~~*Aggregate frontage.*~~

~~a. — *Interior plots:* The actual lineal street frontage;~~

~~b. — *Through plots:* The total actual lineal street frontage on both streets;~~

~~c. — *Corner plots:* The sum of the straight line lineal distances along both streets extended beyond corner chords, radius and turn lanes to the point of intersection;~~

~~d. — *Interrupted corner plots:* The sum of the actual street frontages exclusive of outparcels.~~

*Anchor tenant.* The leading tenant(s) in a multiple-tenant shopping center of four or more tenants. An anchor tenant(s) shall occupy a minimum of forty-five percent (45%) of the total shopping center space.

*Animated sign.* A sign designed to utilize motion of any part by any means, including wind power, or designed to display changing colors, flashing, oscillating or intermittent lighting, electronic messages or moving images, or which emits visible smoke, vapor, particles, noise or sounds. The definition of animated sign shall not include changeable copy signs, as defined herein.

~~*Area of sign.* The total area of each sign face which may be used to display copy, including background, but not including the frame and structural supporting elements. Where a sign is composed of individual letters, characters or symbols applied directly to a building, canopy, marquee, mansard, fascia, facade, parapet, awning, wall or fence, the area of the sign shall be the smallest rectangle, triangle or circle which will enclose all of the letters, characters or symbols. The area of a double-faced sign shall be the total area of each sign face.~~

*Awning or umbrella.* A shelter made of fabric, plastic, vinyl or other non-rigid material supported by a metal frame.

*Awning sign.* A type of sign that is painted, stitched, stamped, perforated or otherwise affixed to an awning or umbrella.

*Balloon sign.* A type of sign that is temporary, three-dimensional, and usually made of non-rigid material, inflated by air or other means to a point of semi-rigidity and used for advertising purposes, with or without copy.

*Banner or pennant sign.* A type of sign, with or without a frame and with or without characters, letters, symbols or illustrations, made of cloth, fabric, paper, vinyl, plastic or other non-rigid material for the purpose of gaining the attention of persons.

~~*Bench sign.* Any sign painted on or affixed to a bench or to a shelter for persons awaiting public transportation.~~

*Billboard sign.* A type of sign which directs attention to a business, commodity, service, product, activity or ideology not conducted, sold, offered, available or propounded on the premises where such sign is located and the copy of which is intended to be changed periodically.

*Building frontage.* The wall extending the length of the building or lease lines of any building, the legal use of which is one of commercial or industrial enterprise and including the location of public entrance(s) to the establishment.

*Building identification sign.* A mandatory sign providing the address of the structure, dwelling unit, or business to which it is attached. All building identification signs must be attached to the structure and easily identifiable. Building identification signs for non-residential structures may be in the form of an awning sign.

*Building wall sign.* A type of sign where its entire area is displayed upon or attached to any part of the exterior of a building wall, facade or parapet, approximately parallel to and not more than 12 inches from the face of the wall upon which it is displayed or attached.

*Cabinet sign.* Any sign, other than a banner or pennant sign, which is designed so that the sign face is enclosed, bordered or contained within a boxlike structure or cabinet, frame or other similar device. This definition shall not include individual channel letters.

~~*Campaign sign.* See "opinion sign."~~

*Canopy.* A permanent, unenclosed shelter attached to and extending from a building or a free-standing permanent shelter.

*Canopy sign.* A type of sign that is painted on or otherwise affixed to the fascia of a canopy, marquee or mansard roof.

*Changeable copy sign.* A sign designed in a manner that allows the copy to be changed either manually, electronically or by any other method through the use of attachable letters, numbers, symbols or changeable pictorial panels, and other similar characters, or through internal rotating or moveable parts which can change the visual message without altering the sign face.

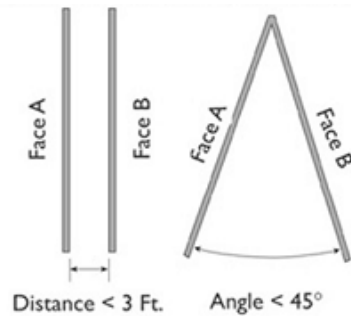
*Channel style letters.* Unlit three-dimensional letters that are applied to sign panels or monuments.

*Copy.* The linguistic or graphic content of a sign, either in permanent or removable form.

*Directional sign.* A sign, with or without a directional arrow, designed to direct the public to a facility or service or to direct and control traffic, such as entrance and exit signs, and which does not contain any other commercial advertising.

*Directory sign.* A sign, which may consist of an index, designed to provide the names of tenants in an office building, shopping center or other multi tenant complex.

*Double-faced sign.* A sign with two sign faces which are parallel and less than three feet of each other or are not parallel but are connected and within 45 degrees of each other. See diagram.



*Façade.* That portion of any exterior building elevation extending from grade to the top of the parapet wall or eaves along the entire width of the business establishment building frontage.

*Fascia.* The flat, outside horizontal member of a cornice, roof, soffit, canopy or marquee.

*Fence or wall sign.* A type of sign attached to and erected parallel to the face of or painted on a fence or free-standing wall and supported solely by such fence or free-standing wall.

*Flag.* A piece of fabric, often attached to a staff, containing distinctive colors, patterns or symbols; identifying a government or political subdivision.

*Frontage.* The total distance along any street line.

*Garage sale sign.* A sign designed to advertise the sale of personal property by the person or family conducting the sale in, at or upon residentially zoned or residentially used property. Garage sale signs shall include lawn sales, yard sales or any similar designation.

*General information sign.* A sign designed to provide information on the location of facilities or a warning to the public regarding the premises where the sign is located, such as entrance or exit signs, caution, no trespassing, no parking, tow-away zone, parking in rear, disabled parking, restrooms, etc., and containing no commercial advertising.

*Grand opening sign.* A temporary sign designed to announce the opening of a newly licensed business not previously conducted at the location by the same person(s).

*Hanging wood frame sign.* A type of sign hung or suspended from a free-standing wood frame, such frame being not higher than five feet, nor wider than four feet.

*Holiday or seasonal signage.* The temporary lighting, garlands, wreaths or other decorations relating to a particular regional or nationally recognized holiday and containing no advertising.

*Identification sign.* A sign designed to provide the name, owner, address, use, and/or service of a particular activity located on the premises where such sign is displayed.



*Illuminated sign.* Any sign having characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes designed for that purpose, whether or not said lights or tubes are physically attached to the sign.

*Inline or local tenants.* All tenants in a multiple-tenant shopping center not classified as an anchor tenant.

~~*Interior sign.* Any type of sign located inside a building which is not clearly visible from and not intended to be seen from the exterior of the building.~~

*Internal illumination.* A light source concealed or contained within the sign which becomes visible by shining through a translucent surface.

~~*Menu sign.* A sign designed to indicate the food items, products, services or activities provided on the premises. Such signs are commonly, but not necessarily, associated with fast food restaurants at the entrance to drive-through facilities.~~

*Mobile sign.* Any type of sign not permanently attached to a wall or the ground or any other approved supporting structure, or a sign designed to be transported, such as signs transported by wheels, mobile billboards, sandwich signs, sidewalk signs, curb signs, and unanchored signs.

*Monument sign.* A type of freestanding sign supported by an internal structural framework or integrated into a solid structural feature other than support poles. In order to qualify as a monument sign, the supporting structure shall not be less in width than 50 percent of the sign face, inclusive of any box, cabinet, or frame.

*Mural.* A graphic, artistic representation painted on a wall, not including graffiti, which contains no advertisement or relationship to any product, service or activity provided, offered or available on the premises.

*Neon sign.* A type of sign formed by luminous or gaseous tubes in any configuration.

*Nonconforming sign.* A sign or advertising structure which was lawfully erected and maintained prior to the current provisions of this Code regulating signs, which by its height, type, design, square foot area, location, use or structural support does not conform to the requirements of this article.

*Off-premises sign.* A sign, other than a billboard, designed to direct attention to a business, commodity, service, product or activity not conducted, sold, offered or available on the premises where such sign is located.

~~*Opinion sign.* A sign designed to containing language, wording or an expression not related to the economic interests of the speaker and its audience, such speech generally considered to be ideological, political or of a public interest nature; or a sign indicating belief concerning an issue, name, cause or affiliation, including signs advertising political parties or any political information.~~

~~*Outdoor event sign.* A temporary sign designed to identify an outdoor event which is of general interest to the community.~~

*Panel sign.* A type of sign having the sign face or faces supported between two columns or poles, with no open area between such columns or poles.

*Parapet.* A false front or wall extension above the roof line of a building.

*Permanent sign.* Any sign which, when installed, is intended for permanent use. For the purposes of this article, any sign with an intended use in excess of six months from the date of installation shall be deemed a permanent sign.

*Pole sign.* A type of free-standing sign erected upon a pole or poles which are visible and wholly independent of any building or other structure for support.

*Projecting sign.* A type of sign attached to and supported by a building or other structure and which extends at any angle therefrom.

*Public service sign.* A type of sign erected by a governmental authority, within or immediately adjacent to a right-of-way, indicating the location of public or governmentally owned facilities, such as airports, public transportation, hospitals, schools, parks or indicating street names or other messages of public concern.

~~*Real estate sign.* A temporary sign designed to indicate a property which is for rent, sale or lease, including signs pointing to a property which is open for inspection by a potential purchaser (open house sign) or a sign indicating "shown by appointment only" or "sold."~~

*Roof sign.* A type of sign erected above the roofline or parapet, or any sign placed on rooftop structures.

*Shopping center or other multi-tenant center.* A commercial facility consisting of four or more tenants within a single building, or multiple buildings.

*Sign.* Every device, frame, letter, figure, graphic, character, mark, permanently fixed object, ornamentation, plane, point, design, picture, logo, stroke, stripe, symbol, trademark, reading matter or other representation for visual communication that is used for the purpose of bringing the subject thereof to the attention of others.

*Sign face.* The part of a sign, visible from one direction, that is or can be used for communication purposes, including any background material, panel, trim, color or direct or self-illumination used that differentiates the sign from the building, structure, backdrop surface or object upon which or against which it is placed.

*Sign width.* The horizontal distance, in lineal feet, measured along the lower edge of a sign cabinet, box, frame or other surface containing a sign face.

*Sign structure.* Any structure erected for the purpose of supporting a sign, including decorative cover and/or frame.

*Snipe sign.* A sign of any material, including paper, cardboard, wood or metal, which is tacked, nailed, pasted, glued or otherwise affixed to a pole, tree, stake, fence, structure, building, trailer, dumpster or other object, with the message thereon not applicable to the present use of the premises upon which the sign is located.

*Strip lighting.* Strip lighting is lighting consisting of long tubes, instead of bulbs that provide illumination.

~~*Subdivision sign.* A sign designed to indicate the name of a subdivision or neighborhood or other residential development.~~

*Temporary sign.* Any sign, other than a snipe sign, with an intended use for a limited period of time of six months or less. of thirty days or less, unless extended

~~*Tethered/Inflatable sign.* A tethered/inflatable sign is a temporary, three-dimensional sign, inflated by air or other means to a point of semi-rigidity and anchored to the ground which is used for advertising purposes, with or without copy.~~

*Traffic control sign.* Any sign designed to control traffic on public streets or private property, such as speed limit, stop, caution, one-way, do not enter, tow-away zone or no parking signs.

*Window sign.* A sign designed to be located in a window or other transparent surface, or within a building or other enclosed structure which is visible from the exterior through a window or other opening intended to attract the attention of the public. This term shall not include merchandise located in a window or interior signs.

#### **Section 90-015. – Prohibited permanent signs.**

The following types of permanent signs are prohibited in the Town of Loxahatchee Groves ~~unless specifically permitted by Section 90-050, "Promotional signs."~~

- (A) Animated signs;
- (B) Balloon signs;
- (C) Banner or pennant signs;
- (D) Bench signs;
- (E) Billboards;
- (F) Mobile signs;
- (G) Pole signs;
- (H) Projecting signs;
- (I) Roof signs;
- (J) Snipe signs;
- (K) ~~Strip lighting.~~

#### **Section 90-020. – ~~Temporary signs.~~ Reserved.**

The following types of signs are permitted in the Town of Loxahatchee Groves on a temporary basis:

- (A) ~~Garage sale sign;~~
- (B) ~~Project sign;~~
- (C) ~~Real estate sign;~~
- (D) ~~Seasonal or holiday signage.~~
- (E) ~~Other signs, including opinion signs, to be used on a temporary basis.~~

#### **Section 90-025. - General provisions for all signs.**

This section establishes the physical standards and requirements applicable to all signs including flags and the districts in which they are located. More detailed standards applicable to specific types of signs follow this section.

- (A) *Setbacks.* All signs shall be setback a minimum of five feet from the property line.
- (B) *Materials.* All permanent signs shall be made of durable materials not subject to rapid deterioration.
- (C) *Lighting.*
  - (1) All sign lighting is restricted to the hours of operation of the entity or establishment with which the sign is associated.
  - (2) All sign lighting shall be properly shielded to prevent glare on adjacent streets or properties.
  - (3) Illumination shall be constant and shall not consist of flashing or animated lights.
  - ~~(4) Exception. Holiday signage shall be exempt from the lighting requirements above.~~
- (D) *Maintenance.* Every sign, together with its framework, braces, angles, or other supports, shall be well maintained in appearance and in a good and safe condition. The sign shall be properly secured, supported, and braced, and able to withstand wind pressures as required by the applicable building code or any other regulatory code or ordinance in effect within the Town limits. In the event that an attached sign is removed, all anchor holes shall be filled and covered, by the owner of the property, in a manner that renders the anchor holes non-discernable with the wall.
- (E) *Design and placement.*
  - (1) All permanent signs shall be limited to a maximum of two faces (double-faced).
  - (2) No All-signs shall not be placed in such a position or manner as to obstruct or interfere, either physically or visually, with any fire escape, fire alarm or police alarm, or in a manner that interferes with any opening required for legal ventilation or as a means of ingress and egress. and
  - (3) No sign shall not project over a public street, trail, or other public right-of-way unless approved by the Town Council.
  - (4) No sign shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision through the site distance triangle as defined in Section 105-055, ULDC, or at any location, where, by reason of position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device.
  - (5) No sign shall be erected which makes use of the words "stop," "look," "danger," or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.
- (F) *Sign message.* Any sign authorized by this article may contain a non-commercial message unrelated to the business located on the premises where the sign is erected provided that sign language or graphics do not contain obscenities.

**Section 90-030. – Computing sign perimeter area and sign face area.**

(A) The methodology for computing sign perimeter area shall be as follows: Sign perimeter area shall be measured to include the entire area within a single continuous perimeter composed of squares or rectangles that enclose the extreme limits of all sign elements including, but not limited to, sign structures or borders, written copy, logos, symbols, illustrations, and contrasting colored background. Supporting structures such as frames are included in the sign perimeter area calculation.

(B) The methodology for computing sign face area for all sign types shall be as follows:

~~(A)~~(1) *Single-faced signs.* Single-faced signs shall measure the sign face area to include the entire area within a single continuous perimeter composed of squares or rectangles that enclose the extreme limits of all sign face elements including, but not limited to, sign structures or borders, written copy, logos, symbols, illustrations, and contrasting colored background and materials, ~~unless stated otherwise herein.~~ Supporting structures such as poles, frames, columns, and sign bases, ~~decorative elements, details, columns~~ are not included in the sign face area calculation.

~~(B)~~(2) *Double-faced signs.* Double-faced signs shall be counted as a single-faced sign. Where the sign faces are not equal in size, the larger sign face shall be used as the bases for calculating sign face area.

#### **Section 90-035. - Computing sign height.**

Sign height shall be measured from the lowest height of the adjacent ground. The height of the nearest adjacent roadway crown shall be used if the sign is placed on a mound or berm.

#### **Section 90-040. - Standards by sign type and zoning district.**

(A) The following types of signs shall be constructed or erected in accordance with the following specific regulations in addition to all other applicable regulations set forth in this article.

(1) Mandatory building identification (address) signs. One (1) address sign, between eight (8) and twelve (12) inches in height, is required for each structure, business or dwelling unit, and comply with the following requirements:

- a. Must be attached to the building or may be an awning or canopy sign;
- b. Sign face area shall be a minimum of 0.5 sq. ft. and a maximum of 2 sq. ft.; and
- c. Where multiple address signs are provided in a development, they shall be of uniform size and color.

(2) Wall signs. Sign attached to the wall of a structure that complies with the following requirements:

- a. A minimum of ten percent (10%) of the structure must be maintained as clear wall area on either end of the sign;

b. The length of the sign shall not exceed seventy-five percent (75%) of the building length or width of tenant's building frontage;

c. Shall use carved or channel-styled letters, symbols, and logos only. Depth of lettering shall be eight (8) inches maximum;

d. Cabinet signs and changeable copy signs are prohibited; and

e. May not be used jointly with canopy sign for single tenant.

(3) Monument or panel signs. Freestanding sign a maximum height of six (6) feet and maximum length of twelve (12) feet, except in a shopping center or other multi-tenant center where the maximum height shall be eight (8) feet. Such signs must also comply with the following requirements:

a. Design may include carved or channel-styled letters, symbols, and logos; cabinet signs, provided that letters, symbols, and logos intrude or extrude from sign face at a minimum of 3/8 inches; or changeable copy, which is limited by zoning district.

b. To be used as a primary sign type except in Commercial Low (CL) and Commercial Low Office (CLO) zoning districts, where may also be used as secondary sign type.

(4) Awning or canopy sign are attached to the structure and have a maximum sign face area of one (1) sq. ft. per one (1) linear foot of canopy or twenty-four (24) feet, whichever is less, and a minimum sign face area of sixteen (16) sq. ft. Such signs must also comply with the following requirements:

a. Maximum one (1) per canopy or two (2) per building, whichever is less;

b. Shall use carved or channel-styled letters, symbols, and logos only. Depth of lettering shall be eight (8) inches maximum;

.c Does not include cabinet signs and changeable copy signs, which are prohibited; and

d. May not be used jointly with wall sign for single tenant.

(5) Window signs are attached to the window or glass door of the structure and have a maximum sign face area of six (6) sq. ft. or twenty percent (20%) of any window or door area, whichever is less.

(6) Temporary signs may be freestanding or attached to the structure and must comply with the following requirements:

a. Inflatable/tethered: maximum height of fifteen (15) feet and maximum length (and width) of ten (10) feet;

b. Banner or pennant: maximum height of six (6) feet and maximum sign face area varies by zoning district;

c. Mobile: varies by zoning district;

d. A permit must be obtained under Section 90-\_\_\_\_\_ for any such sign over six (6) square feet;

e. No more than four (4) may be erected per plot for any period of time except for inflatable/tethered signs which are limited to one (1) per plot for any period of time;

f. Shall not be larger or higher than any permanent sign located on the premises in accordance with this article.

g. Shall not be lit or illuminated in any way;

h. Shall be placed no closer than three (3) feet from any property line and five (5) feet to the nearest public right-of-way;

i. Shall not be attached to any utility pole, fence, tree, shrub or other plant; and

j. Shall be removed after \_\_\_\_\_

#### **Section 90-041. - Standards by zoning district.**

(A) The following signs are permitted in the Agricultural Residential (AR) zoning district subject to the requirements below. All signs in residentially zoned districts shall not be illuminated ~~unless it is holiday signage~~.

(1) *Mandatory building identification sign:*

Sign face area	<del>0.5 sq. ft. (min) — 2 sq. ft. (max)</del>
Lettering	<del>3 in. (min) — 8 in. (max)</del>
Number of signs (maximum)	<del>1 per dwelling unit</del>
Attached/freestanding or both	Attached

(2) *Garage sale Temporary signs:*

Sign face area	6 sq. ft. (max)
<u>Sign design</u>	<u>Banner signs</u> <u>Mobile signs</u>
Number of signs (maximum)	4 per garage sale
Height	6 feet (max)
Other restrictions	Signs shall be removed after sale
Attached/freestanding or both	Freestanding

(3) ~~Real estate sign:~~

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) shall be removed after sale
Attached/freestanding or both	Freestanding

(4) ~~Seasonal or holiday signage:~~

Sign face area	Not applicable
Other restrictions	Signage shall not be erected more than four weeks before the holiday and shall be removed within two weeks after the holiday
Attached/freestanding or both	Both

(5) ~~Opinion sign:~~

Sign face area	6 sq. ft. (max)
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Number of signs (maximum)	<del>1 per street frontage</del>
Height	6 feet (max)
Other restrictions	<del>Sign(s) shall be removed within six weeks after election or final decision on issue (if applicable)</del>
Attached/freestanding or both	Freestanding

(B) The following signs are permitted in the Commercial Low (CL) and the Commercial Low Office (CLO) zoning districts. All signs, ~~other than holiday signage~~, shall be illuminated by back lighting (halo or silhouette) or external lighting only.

(1) *Mandatory building identification sign:*

Sign face area	<del>0.5 sq. ft. (min) — 4 sq. ft. (max)</del>
Lettering	<del>3 in. (min) — 12 in. (max)</del>
Number of signs (maximum)	<del>1 per structure or business</del>
Other	<del>May be an awning sign</del>
Attached/freestanding or both	Attached

(2) ~~*Awning sign:*~~

Sign face area	4 sq. ft. (max); sign face area may not occupy more than 20 percent of awning
Lettering	3 in. (min) — 12 in. (max)
Number of signs (maximum)	1 per structure or business
Attached/freestanding or both	Attached

(32) *Building wall sign:*a. *Individual building as outparcel or stand-alone building:*

Sign face area (maximum)	1 sq. ft. <u>of sign face area</u> per one (1) linear foot of building frontage, or 36 square feet <u>of sign face area</u> , whichever is less. A minimum of 18 square feet <u>of sign face area</u> is permitted; <del>however, in no case should the length of the sign exceed 75 percent of the building length</del>
Number of signs (maximum)	<del>1 per building. Buildings located on a corner are permitted a</del> <u>Two (2)</u> <del>where the second wall sign is no greater than at 50 percent of the square footage of the primary sign; or, in the alternative, the total allowable signage may be divided equally between the two wall signs.</del>
Sign design and dimension	<del>Carved or channel-styled letters, symbols, and logos only. Depth of lettering shall be eight inches maximum. Cabinet signs and changeable copy signs shall not be permitted</del>
Other restrictions	<del>A minimum of ten percent of the building must be maintained as clear wall area on either end of the sign.</del>
Attached/freestanding or both	<del>Attached</del>

b. *Shopping center or other multi-tenant center:*

Sign face area (maximum)	<del>Regular</del> <u>Inline</u> tenants: 1 sq. ft. <u>of sign face area</u> per one (1) linear foot of tenant's <u>building</u> frontage, or 36 square feet <u>of sign face area</u> , whichever is less. A minimum of 18 square feet <u>of sign face area</u> is permitted.
	Anchor tenants: 1 sq. ft. <u>of sign face area</u> per one (1) linear foot of anchor tenant's <u>building</u> frontage, or <del>60</del> <u>72</u> square feet, whichever is less
	<del>All tenants: In no case should the length of the sign exceed 75 percent of the building length or width of tenant frontage</del>

Number of signs (maximum)	<u>One (1) per tenant with an individual exterior standard entrance and one (1) per anchor tenant.</u> Corner tenants are permitted a second wall sign at 50 percent of the square footage of the primary sign; <u>or, in the alternative, the total allowable signage for a corner lot may be divided equally between the two wall signs.</u>
<del>Sign design and dimension</del>	<del>Carved or channel styled letters, symbols, and logos only. Depth of lettering shall be eight inches maximum. Cabinet signs and changeable copy signs shall not be permitted</del>
<del>Other restrictions</del>	<del>A minimum of ten percent of the building must be maintained as clear wall area on either end of the sign.</del>
Attached/freestanding or both	Attached

(43) *Canopy sign:*

Sign face area	<del>1 sq. ft. per one linear foot of canopy or 24 feet, whichever is less. A minimum of 16 square feet is permitted</del>
Number of signs (maximum)	<del>1 per canopy or 2 per building, whichever is less</del>
<del>Sign design and dimension</del>	<del>Carved or channel styled letters, symbols, and logos only. Depth of lettering shall be eight inches maximum. Cabinet signs and changeable copy signs shall not be permitted</del>
Attached/freestanding or both	Attached

(54) *Monument or panel sign:*a. *Individual building as outparcel or stand-alone building:*

Sign <del>face</del> <u>perimeter</u> area (maximum)	<u>60 75</u> square feet
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Number (maximum)	1 per building
Sign design	<del>Carved or channel styled letters, symbols, and logos permitted. Cabinet signs are permitted provided that letters, symbols, and logos intrude or extrude from sign face at a minimum of 3/8".</del> Changeable copy is limited to 25 percent of sign face
<del>Sign dimensions</del>	<del>Maximum height of six feet and maximum length of 12 feet</del>
Secondary signs	Drive-thrus, multi-tenant buildings, and accessory structures of 1,000 square feet or greater are permitted one secondary monument or panel sign with a maximum face area of no greater than 12 square feet. The sign <b>structure</b> shall be no higher or wider than five feet. All secondary signs, <b>unless a menu sign or directory sign,</b> shall be consistent in design with the primary sign on site. All secondary signage shall be located within 40 feet from the accessory structure and setback at least 20 feet from all property lines
<del>Attached/freestanding or both</del>	Freestanding

b. *Shopping center or other multi-tenant center:*

Sign <b>face perimeter</b> area (maximum)	<b>72 95</b> square feet
Number (maximum)	1 per driveway <b>accessing a public street</b>
Sign design	<del>Carved or channel styled letters, symbols, and logos permitted. Cabinet signs are permitted provided that letters, symbols, and logos intrude or extrude from sign face at a minimum of 3/8".</del> Changeable copy is limited to 25 percent of sign face
<del>Sign dimensions</del>	<del>Maximum height of eight feet and maximum length of 12 feet</del>
Secondary signs	Drive-thrus, multi-tenant buildings, and accessory structures of 1,000 square feet or greater are permitted one secondary monument or panel sign with a maximum face area of no greater than 12 square feet. The sign <b>structure</b> shall be no higher or wider than five feet. All

	secondary signs, <b>unless a menu sign or directory sign,</b> shall be consistent in design with the primary sign on site. All secondary signage shall be located within 40 feet from the accessory structure and setback at least 20 feet from all property lines
Attached/freestanding or both	Freestanding

~~(6) — Menu sign or Menu Board:~~

Secondary signs	<del>Drive-thrus, multi-tenant buildings, and accessory structures of 1,000 square feet or greater are permitted one secondary monument or panel sign with a maximum face area of no greater than 12 square feet. The sign structure shall be no higher or wider than five feet. All secondary signs, unless a menu sign or directory sign, shall be consistent in design with the primary sign on site. All secondary signage shall be located within 40 feet from the accessory structure and setback at least 20 feet from all property lines</del>
Attached/freestanding or both	Freestanding

~~(6) — Real estate or project sign:~~

Sign face area	12 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) must be removed after sale or project completion
Attached/freestanding or both	Freestanding

~~(75) Window sign:~~

Sign face area	6 sq. ft. or 20 percent of any window or door area, whichever is less
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Number of signs (maximum)	3 per tenant
<del>Other</del> <u>Sign design</u>	Window signs include neon signs and pasted letters, symbols, and logos
<del>Attached/freestanding or both</del>	<del>Attached</del>

(6) Directional or Safety Sign within the Interior of a Commercial Development:

<u>Sign face area</u>	<u>A maximum of four square feet of sign face area</u>
<u>Number of signs</u>	<u>To be determined at time of site plan approval</u>
<u>Sign design and dimension</u>	<u>Carved or channel-style letters, symbols, and logos only. Depth of lettering shall be eight inches maximum. Alternatively, signs may be printed. Cabinet signs and changeable copy signs shall not be permitted.</u>
<u>Attached/freestanding or both</u>	<u>Both</u>

~~(8) Holiday signage:~~ (7) Temporary sign:

<del>Sign face area</del>	<del>Not applicable</del>
<del>Sign design</del>	<del>Tethered/Inflatable</del> <del>Banner or pennant: maximum sign face of _____ sq. ft.</del> <del>Mobile: maximum height of eight (8) feet and sign face of thirty-six (36) sq. ft.</del>
<del>Other restrictions</del>	<del>Signage shall not be erected more than four weeks before the holiday and shall be removed within two weeks after the holiday</del>
<del>Attached/freestanding or both</del>	<del>Both</del>

(9) ~~Opinion sign:~~

Sign face area	Any sign that can be permitted within the regulations of this subsection may contain a noncommercial message, however, sign(s) must be removed within one week after election or final decision on issue (if applicable)
Number of signs (maximum)	
Other restrictions	
Attached/freestanding or both	

(C) The following signs are permitted in the Institutional and Public Facilities (IPF) zoning district. All signs, ~~other than holiday signage~~, shall be illuminated by back lighting (halo or silhouette) or external lighting only.

(1) *Mandatory building identification sign:*

Sign face area	<del>0.5 sq. ft. (min) — 2 sq. ft. (max)</del>
Lettering	<del>3 in. (min) — 8 in. (max)</del>
Number of signs (maximum)	1 per structure
Other	<del>May be an awning sign</del>
Attached/freestanding or both	Attached

(2) *Awning sign:*

Sign face area	2 sq. ft. (max); sign face area may not occupy more than 20 percent of awning
Lettering	<del>3 in. (min) — 8 in. (max)</del>
Number of signs (maximum)	1 per structure or tenant

Attached/freestanding or both	Attached
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(3) *Monument or panel sign:*

Sign face area (maximum)	60 square feet
Number (maximum)	1 per driveway
Sign design	<del>Carved or channel styled letters, symbols, and logos permitted. Cabinet signs are permitted provided that letters, symbols, and logos intrude or extrude from sign face at a minimum of 3/8 ". Changeable copy is limited to 80 percent of sign face</del>
Sign dimensions	Maximum height of six feet and maximum length of 12 feet
Attached/freestanding or both	Freestanding

(4) ~~— Real estate or project sign:~~

Sign face area	<del>12 sq. ft. (max)</del>
Number of signs (maximum)	<del>1 per street frontage</del>
Height	<del>6 feet (max)</del>
Other restrictions	<del>Sign(s) must be removed after sale or project completion</del>
Attached/freestanding or both	Freestanding

(5) ~~— Seasonal or holiday signage:~~

Sign face area	Not applicable
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Other restrictions	Signage must not be present before or after six weeks of season or holiday
Attached/freestanding or both	Both

(64) *Window sign:*

Sign face area	6 sq. ft. or 20 percent of any window or door area, whichever is less
Number of signs (maximum)	1 per building
Sign design-Other restrictions	Pasted letters, symbols and logos only. Neon and other illuminated window signs shall not be permitted
Attached/freestanding or both	Attached

(7) ~~Opinion sign:~~ (5) Temporary sign:

Sign design	<u>Tethered/Inflatable</u> <u>Banner or pennant: maximum sign face of      sq. ft.</u> <u>Mobile: maximum height of eight (8) feet and sign face of thirty-six (36) sq. ft.</u>
Sign face area	Any sign that can be permitted within the regulations of this subsection may contain a noncommercial message, however, sign(s) must be removed within one week after election or final decision on issue (if applicable)
Number of signs (maximum)	
Other restrictions	
Attached/freestanding or both	

- (D) The following signs are permitted in the Parks and Recreation (PR) zoning district. All signs, ~~other than holiday signage~~, shall be illuminated by back lighting (halo or silhouette) or external lighting only.

(1) *Mandatory building identification sign:*

Sign face area	0.5 sq. ft. (min) — 8 sq. ft. (max)
Lettering	3 in. (min) — 8 in. (max)
Number of signs (maximum)	1 per structure or business
Other	May be an awning sign
Attached/freestanding or both	Attached

(2) *Awning sign:*

Sign face area	2 sq. ft. (max); sign face area may not occupy more than 20 percent of awning
Lettering	3 in. (min) — 8 in. (max)
Number of signs (maximum)	1 per structure or tenant.
Attached/freestanding or both	Attached

(3) *Monument or panel sign:*

Sign face area (maximum)	60 square feet
Number (maximum)	1 per driveway
Sign design	<del>Carved or channel-styled letters, symbols, and logos permitted. Cabinet signs are permitted provided that letters, symbols, and logos</del>

	<del>intrude or extrude from sign face at a minimum of 3/8".</del> Changeable copy is limited to 80 percent of sign face
Sign dimensions	Maximum height of six feet and maximum length of 12 feet
Attached/freestanding or both	Freestanding

(4) ~~Real estate or project sign:~~ Temporary sign:

<u>Sign design</u>	<u>Tethered/Inflatable</u> <u>Banner or pennant: maximum sign face of ____ sq. ft.</u> <u>Mobile: maximum height of eight (8) feet and sign face of thirty-six (36) sq. ft.</u>
Sign face area	12 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) must be removed after sale or project completion
Attached/freestanding or both	Freestanding

(5) ~~Seasonal or holiday signage:~~

Sign face area	Not applicable
Other restrictions	Signage must not be present before or after six weeks of season or holiday
Attached/freestanding or both	Both

(6) ~~Opinion sign:~~

Sign face area	Any sign that can be permitted within the regulations of this subsection may contain a noncommercial message, however, sign(s) must be removed within one week after election or final decision on issue (if applicable)
Number of signs (maximum)	
Other restrictions	
Attached/freestanding or both	

- (E) The following signs are permitted in the Conservation (CN) zoning district. All signs, ~~other than holiday signage~~, shall be illuminated by back lighting (halo or silhouette) or external lighting only.

(1) *Mandatory building identification sign:*

Sign face area	0.5 sq. ft. (min) <del>8 sq. ft. (max)</del>
Lettering	3 in. (min) <del>8 in. (max)</del>
Number of signs (maximum)	1 per structure or business
Attached/freestanding or both	Attached

(2) *Monument or panel sign:*

Sign face area (maximum)	60 square feet
Number (maximum)	1 per driveway
Sign design	<del>Carved or channel-styled letters, symbols, and logos permitted. Cabinet signs are permitted provided that letters, symbols, and logos intrude or extrude from sign face at a minimum of 3/8".</del> Changeable copy is limited to 80 percent of sign face
Sign dimensions	Maximum height of six feet and maximum length of 12 feet

Attached/freestanding or both	Freestanding
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(3) ~~Opinion sign.~~ Temporary sign:

<u>Sign design</u>	<u>Tethered/Inflatable</u>  <u>Banner or pennant: maximum sign face of _____ sq. ft.</u>  <u>Mobile: maximum height of eight (8) feet and sign face of thirty-six (36) sq. ft.</u>
<u>Sign face area</u>	<del>Any sign that can be permitted within the regulations of this subsection may contain a noncommercial message, however, sign(s) must be removed within one week after election or final decision on issue (if applicable)</del>
<u>Number of signs (maximum)</u>	
<u>Other restrictions</u>	
<u>Attached/freestanding or both</u>	

**Section 90-045. - ~~Temporary signs.~~ Reserved.**

- (A) ~~A permit as required in Section 05-040 shall be obtained for any temporary sign six square feet or larger in size.~~
- (B) ~~No more than four temporary signs shall be erected per plot for any period of time.~~
- (C) ~~Temporary signs shall not be larger or higher than any permanent sign permitted on the premises where the sign will be located.~~
- (D) ~~No temporary sign shall be placed on public property or in a public ingress/egress easement. Signs placed in violation of this provision shall be considered abandoned and shall be subject to removal without notice by the Town.~~
- (E) ~~Lighting of temporary signs is prohibited.~~
- (F) ~~Unless otherwise stated, temporary signs shall be removed within six months from the date that the sign was erected.~~

**Section 90-050. - ~~Promotional signs.~~ Reserved.**

(A) ~~The following promotional signs are permitted in the Commercial Low (CL), Commercial Low Office (CLO), Institutional and Public Facilities (IPF), Parks and Recreation (PR) zoning districts subject to the following standards.~~

~~(1) *Balloon sign:*~~

<del>Sign face area (maximum)</del>	<del>No maximum</del>
<del>Number (maximum)</del>	<del>1 per establishment</del>
<del>Sign dimensions</del>	<del>Maximum height of 25 feet and maximum length (and width) of 24 feet</del>
<del>Attached/freestanding or both</del>	<del>Freestanding</del>

~~(2) *Banner or pennant sign:*~~

<del>Sign face area (maximum)</del>	<del>144 square feet</del>
<del>Number (maximum)</del>	<del>4 per establishment</del>
<del>Sign dimensions</del>	<del>Maximum height of 12 feet and maximum length of 48 feet</del>
<del>Attached/freestanding or both</del>	<del>Both</del>

~~(3) *Mobile sign:*~~

<del>Sign face area (maximum)</del>	<del>36 square feet</del>
<del>Number (maximum)</del>	<del>2 per establishment</del>
<del>Sign dimensions</del>	<del>Maximum height and length of eight feet</del>
<del>Other restrictions</del>	<del>Signs shall not block or interfere with any pedestrian or vehicular use areas</del>
<del>Attached/freestanding or both</del>	<del>Freestanding</del>

- ~~(B) A permit as required in Section 05-040 shall be obtained for any promotional sign.~~
- ~~(C) No permit shall be issued for a period exceeding 14 consecutive days.~~
- ~~(D) No more than four such permits shall be issued to any one establishment in any one calendar year.~~
- ~~(E) No permit shall be issued for promotional signs within 28 consecutive days of the issuance of any previous promotional sign permit for the same establishment on the same plot.~~
- ~~(F) All promotion signs shall be illuminated by external lighting only.~~
- ~~(G) All promotional signs shall be setback a minimum of 50 feet from any adjacent residential zoning district.~~

#### **Section 90-055. - Billboards.**

- (A) The Town shall uphold and continue the prohibition on billboards and similar off-site signs instituted by Palm Beach County, however, this prohibition shall not restrict the repair, maintenance, relocation, or replacement of billboards constructed consistent with applicable codes and permit procedures prior to November 15, 1988, and included within the Palm Beach County billboard stipulated settlement agreement and billboard survey (approved February 6, 1996). The stipulated settlement agreement referred to herein shall be the primary source of information for implementing the intent and purpose of the regulations governing billboards and similar off-site signs.
- (B) All further rights, responsibilities, exceptions, requirements, and rules concerning the permitting and amortization of billboards and similar off-site signs shall be outlined in Chapter H of Article 8 of the Palm Beach County Code, as amended, and hereby adopted by the Town of Loxahatchee Groves.

#### **Section 90-060. - Flags.**

Flags in residential zoning districts are permitted up to six feet in area and may be mounted on a flag pole not exceeding 15 feet in height. Flags in non-residential zoning districts are permitted up to 144 feet in area and may be mounted on a flag pole not exceeding 50 feet in height. A maximum of four flags are permitted per each plot of land.

#### **Section 90-065. - Landscaping around signage.**

All signage shall be surrounded by landscaping which meets the requirements of Section 85-045, "Landscape requirements for interior open space."

#### **Section 90-070. - Sign permit requirements.**

- (A) ~~No permanent sign, promotional sign, billboard, or temporary sign~~ larger than six square feet in area or height, shall be placed or altered on any plot until a permit has been issued by the Town ~~consistent with Section 05-040.~~
- (B) Sign permit applications shall, at a minimum, contain and be accompanied by the following:
  - (1) An indication of the specific type of sign and design;
  - (2) The address and legal description of the plot where the sign will be located;

- (3) A sign plan, drawn to scale, showing the dimensions, square foot area, sign face, copy, height of letters, height of sign, colors, lighting, and the sign structure;
  - (4) The location and type of all other signs on the same plot;
  - (5) A copy of the master signage plan for the development, if applicable;
  - (6) For building wall signs, the building frontage and height of the building wall, parapet, or facade of the building;
  - (7) For window signs, the area of such windows to be used for signs;
  - (8) An indication of the landscaping to surround the proposed sign.
- (C) Permit issuance. If, upon review, it is determined that an application and proposed sign are ~~is~~ in accordance with the provisions of this article, a permit shall be issued. The permit may include conditions. The permit shall be governed in accordance with Sections 05-040 and 05-045 of this Code. Fees for permits shall be in accordance with the schedule established by the Town.
- (D) Signs erected without permits. Signs erected without permits are in violation of this article.
- (1) Signs that were not lawfully permitted and do not comply with this article shall be removed ~~immediately upon receipt of notice from Town Code compliance personnel.~~
  - (2) Signs that were not lawfully permitted but which otherwise comply fully with this article shall require a permit ~~within 30 days from receipt of notice from Town Code compliance personnel.~~
- (E) Permit revocation. Permits for signs may be revoked by the Town Code compliance personnel if it is determined that any sign fails to comply with the terms of this article and the owner of such sign fails to bring the sign into conformity within 30 days from receipt of any written notice of noncompliance. Revocation of a sign permit shall ~~require removal of~~ render the sign as erected without being lawfully permitted and in violation of this article.
- (F) Permit exemptions. Permits shall not be required for the following signs:
- (1) Temporary signs six square feet in area or height or less;
  - (2) ~~Holiday signage;~~
  - (3) Murals;
  - (4) Flags;
  - (5) Public service signs;
  - (6) Traffic control signs;
  - (7) Any sign pertaining to farm produce, merchandise, or services which are sold, produced, manufactured, or furnished on a plot, or portion of a plot, used as a farm ~~and pertaining to farm activities.~~
- (G) Permit denial. If, upon review, it is determined that an application is not in accordance with the provisions of this article, the requested permit shall be denied.
- (H) Appeals. Appeals to the approval with conditions or denial of a sign permit shall follow the administrative appeals process in article 145 of this Code.



(I) Variances. Variances from the requirements of this article may be sought in accordance with article 150 of this Code.

**Section 90-075. - Nonconforming signs.**

- (A) Any ~~permanent~~ sign, excluding billboards and similar signs which are governed by Section 90-055, that was legally erected but does not conform to all provisions of this article shall come into compliance within five years of the effective date of these regulations, except that permanent signs must immediately comply should any of the following events transpire:
- (1) A change of copy is required on a sign pertaining to a single entity;
  - (2) A change of copy is required for 50 percent or more of a sign pertaining to multiple entities.
  - (3) The sign is abandoned as defined in Section 90-010, "Definitions."
  - (4) The sign must be relocated for any reason.
  - (5) The permit for the sign expires.
- (B) Nonconforming signs may be refurbished or repaired provided no structural alterations are involved.
- (C) Signs or sign structures which were never lawfully permitted shall not be determined as legally nonconforming signs and shall be subject to immediate removal without the benefit of any amortization period.

**Section 90-080. - Enforcement.** Failure to comply with provisions of this article is a violation of this article and the ULDC which will be enforced in accordance with section 05-015 and chapter 14 of the Code. Violations involving activities conducted without a permit or outside the scope or conditions of a permit shall also be subject to quadruple the permit or permit modification fee, in accordance with the adopted fee schedule.

**Section 90-085. - Severability.**

- (A) Severability: If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of the other provisions of this article that can be given effect without the invalid provision.
- (1) Generally: If any part, section, subsection, paragraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, graph, subparagraph, sentence, phrase, clause, term, or word of this article. Should any section, paragraph, sentence, clause, phrase, or other part of this article or the adopting ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this article or the

adopting ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

- (2) Severability where less speech results: Without diminishing or limiting in any way the declaration of severability set forth in subsection (a)(1) above, or elsewhere in this article or the adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or the adopting ordinance, even if such severability would result in a situation in which there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.
  - (3) Severability of provisions pertaining to prohibited signs: Without diminishing or limiting in any way the declaration of severability set forth in subsection(a)(1), or elsewhere in this article or the adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or the adopting ordinance or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or the adopting ordinance that pertains to prohibited signs.
  - (4) Severability of prohibition on off-premise signs: If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other code provisions or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition of off-premise signs as contained herein.
- (B) Substitution: Notwithstanding any provisions of this article to the contrary, to the extent that this article permits a sign containing commercial content, it shall permit a noncommercial sign to the same extent. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this article.

**Section 3. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 4. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 5. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_ DAY OF \_\_\_\_, 20\_\_.**

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Robert Shorr

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Laura Danowski

Due to a recent sign code complaint, staff identified non-compliance is widespread, numerous potential violations relative only to size. Given that, each of the following properties will receive a Sign Code Courtesy Letter

- 394 TANGERINE DR
- 2100 B RD
- 2141 B RD
- 2379 B RD
- 2444 B RD
- 2585 B RD
- 2943 B RD
- 1535 B RD
- 3276 B RD
- 2580 A RD
- 2650 A RD
- 3701 C RD
- 3642 C RD
- B RD AND COLLECTING CANAL
- 15977 44TH ST N
- 16169 SOUTHERN BLVD
- 1102 HYDE PARK RD
- 2453 E RD
- 1483 E RD
- 1261 F RD
- 1584 F RD
- 14796 NORTH RD
- 14845 COLLECTING CANAL RD
- 14375 OKEECHOBEE BLVD
- 13960 OKEECHOBEE BLVD
- 14055 OKEECHOBEE BLVD
- 13667 OKEECHOBEE BLVD
- 13689 OKEECHOBEE BLVD
- F AND OKEECHOBEE BLVD
- 14055 OKEECHOBEE BLVD
- D AND OKEECHOBEE SW
- 14650 OKEECHOBEE BLVD
- 14920 OKEECHOBEE BLVD
- 14965 OKEECHOBEE BLVD
- 15310 OKEECHOBEE BLVD
- 15550 OKEECHOBEE BLVD
- 15720 OKEECHOBEE BLVD
- 15779 OKEECHOBEE BLVD
- 15960 OKEECHOBEE BLVD
- 3547 161ST TER N
- 13000 OKEECHOBEE BLVD
- 13095 OKEECHOBEE BLVD
- 14037 COLLECTING CANAL RD

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Town Manager's Office

**DATE:** June 4, 2024

**SUBJECT:** Discussion on Committees and Committee Appointments

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#### **Background:**

The Town Council has held discussions with regards to the possibility of reinstating the following: Agritourism Committee; Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC); and the Unified Land Development Coe Review Committee (ULDC). Resolutions and/or Ordinances that were previously adopted that provided for their purpose, procedures, etc. have been included for your review. A list of each Councilmember's nominations for each committee is included in your packet.

Based on the information provided, Resolutions for each committee will be drafted and presented to the Town Council for consideration at their next regular meeting.

#### **Recommendation:**

Discuss and provide staff with direction on the purpose and any other related matters for each committee.

**RESOLUTION NO. 2023-86**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE CREATION OF THE "LOXAHATCHEE GROVES AGRITOURISM COMMITTEE" TO IDENTIFY POTENTIAL SUBSTANTIAL OFFSITE IMPACTS FROM AGRITOURISM ACTIVITIES AND DEVELOP MITIGATION METHODS FOR SUBSTANTIAL OFFSITE IMPACTS; PROVIDING FOR DUTIES OF THE COMMITTEE; PROVIDING FOR COMPLIANCE WITH FLORIDA'S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR PROCEDURAL MATTERS OF THE COMMITTEE; APPOINTING THE MEMBERS OF THE COMMITTEE; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

**WHEREAS**, in 2016, the Legislature amended Section 570.85, Florida Statutes, regarding agritourism to add its intent to promote agritourism as a way to support bona fide agricultural production and specifically state that the limitations on local governments “does not limit the powers and duties of a local government to address substantial offsite impacts of agritourism activities”; and

**WHEREAS**, since 2016, the Town of Loxahatchee Groves (Town) has become the home to many agritourism activities; and

**WHEREAS**, the Town Council desires to encourage agritourism activities within the Town and to mitigate the substantial offsite impacts of agritourism activities to balance the interests of the health, safety, and welfare of the public and maintain the peace and tranquility of surrounding residential communities; and

**WHEREAS**, it is the desire of the Town Council to create a Committee to advise the Town Council on potential substantial offsite impacts from agritourism activities, as set forth in more detail herein; and

**WHEREAS**, the Town Council determines that the creation of the Committee serves a valid public purpose.

Resolution No. 2023-86

**NOW, THEREFORE,** be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

**Section 1.** That the foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council hereby establishes the Town's "Loxahatchee Groves Agritourism Committee" as follows:

**I. Creation of the "Loxahatchee Groves Agritourism Committee."** There is created the Loxahatchee Groves Agritourism Committee (Committee) to act as an advisory board to the Town Council, as follows:

- (A) **Membership.** The Committee shall be comprised of five (5) voting members.
  - 1. **Qualifications.** Each member shall be a resident or landowner within the Town and shall be active in the agritourism industry within the Town.
  - 2. **Appointment.** Each member of the Town Council shall appoint a qualified individual and notify the Town Clerk of the appointment. Once all appointments are submitted, the Town Clerk will place a notice of appointment of Committee members on the next available Town Council meeting agenda. The members shall serve at the pleasure of appointing members of the Town Council and Town Council.
- (B) **Duty.** The Committee's duties are to recommend to Town Council potential substantial offsite impacts of agritourism activities and to develop recommendations to mitigate substantial offsite impacts to balance the needs of the agritourism operation with the health, safety, and welfare of the public and the peace and tranquility of the surrounding residential communities. Such recommendations shall include identification of potential substantial offsite impacts and how to identify any additional potential substantial offsite impacts; how such impacts should be measured to establish whether the impact is substantial; and how such impacts should be mitigated to become less than substantial.

**II. Advisory Only.** The actions, decisions, and recommendations of the Committee shall be advisory only. All final decisions are solely at the discretion of the Town Council.

**III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.**

- (A) The Committee shall hold an organizational meeting within thirty (30) days of the appointment of a number of Committee members to have a quorum, at which the members of the Committee shall elect by a majority vote of its membership a chair and vice-chair.



## Resolution No. 2023-86

- (B) The Committee shall meet on an as-needed basis, as determined by the Chair or the Town Manager.
- (C) All meetings, records and files of the Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the Sunshine Law). In addition, members of the Committee shall ensure that their actions are in compliance with the Public Records Law and the Sunshine Law.
- (D) Notice for any meeting of the Committee shall be posted in accordance with the Sunshine Law and on the Town's website and at the Town Office no later than 24 hours prior to the scheduled meeting.
- (E) Three (3) voting members shall constitute a quorum of the Committee, and official action shall be taken by the ~~board~~ <sup>Committee</sup> by a majority vote of the members present at the meeting. If a quorum is not present, the Committee members may continue to meet and discuss issues; however, no official action may be taken.
- (F) The Town Manager or his/her designee shall act as secretary to the Committee and be responsible for attending all meetings and providing the items necessary for conducting meetings, as requested by the Chair, and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Committee, on an as-needed basis.
- (G) Town staff will reasonably provide adequate support to the Committee to discharge their responsibilities.
- (H) Members of the Committee shall serve without compensation for the performance of their duties.

**Section 3.** The following persons are appointed to be members of the Committee:

Darrin Swank	Mayor Laura Danowski
Simon Fernandez	Vice Mayor Robert Shorr
Liza Holman	Councilmember Margaret Herzog
Joseph Chammas	Councilmember Phillis Maniglia
Martin Holman	Councilmember Marianne Miles

**Section 4.** Sunset of the Committee. Unless extended by the adoption of a Resolution by the Town Council, the Committee shall sunset on ~~March 31~~ <sup>April 30</sup>, 2024.

**Section 5.** Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

Resolution No. 2023-86

such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 6.** Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 7.** Effective Date. This Resolution shall take effective immediately upon its adoption.

Councilmember Maniglia offered the foregoing resolution. Councilmember Shorr seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LAURA DANOWSKI, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 18<sup>th</sup> DAY OF DECEMBER 2023.**

ATTEST:

Lakisha Q. Burch  
Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Elizabeth V. [Signature]  
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

Laura J. Danowski  
Mayor Laura Danowski

Robert Shorr  
Vice Mayor Robert Shorr

Margaret Herzog  
Councilmember Margaret Herzog

Phyllis Maniglia  
Councilmember Phillis Maniglia

Marianne Miles  
Councilmember Marianne Miles

**ORDINANCE NO. 2019-04**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA TO DESIGNATE THE PLANNING AND ZONING BOARD AS THE TOWN'S LOCAL PLANNING AGENCY PURSUANT TO SECTION 163.3174, FLORIDA STATUTES; AMENDING SECTION 2 OF ORDINANCE 2018-03, WHICH ESTABLISHED THE TOWN COUNCIL AS THE LOCAL PLANNING AGENCY, TO DESIGNATE THE PLANNING AND ZONING BOARD AS THE TOWN'S LOCAL PLANNING AGENCY; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, in 2011, the Town Council of the Town of Loxahatchee Groves adopted Ordinance 2011-011 which established the Town's Planning and Zoning Board and designated the Planning and Zoning Board as the Town's Local Planning Agency (LPA); and,

**WHEREAS**, in 2012, the Town Council adopted Ordinance 2012-02, and in 2015 the Town Council adopted Ordinance 2015-02 relating to participation by alternate members and terms of office; and,

**WHEREAS**, in 2018, the Town Council adopted Ordinance 2018-03 which designated the Town Council as the LPA; and,

**WHEREAS**, Section 163.3174(1), Florida Statutes, authorizes the Town Council to designate the Planning and Zoning Board to be the Town's Local Planning Agency; and,

**WHEREAS**, the Town Council finds it is in the best interest of the Town to designate the Planning and Zoning Board as the Town's LPA and to amend Ordinance 2018-03 and remove that designation from the Town Council.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.



Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 6: Effective Date.** This ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 6<sup>th</sup> DAY OF AUGUST 2019.**

Council Member Danowski offered the foregoing ordinance. Council Member EL Ramey seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVE DEMAROIS, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PHYLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LISA EL-RAMEY, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 3rd DAY OF OCTOBER 2019.**

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

Robert Shorr  
Mayor Robert Shorr

Lakisha Burch  
Lakisha Burch, Town Clerk

David DeMarios  
Vice Mayor David DeMarios

Laura Danowski  
Council Member Laura Danowski

APPROVED AS T LEGAL FORM:

R. Brian Shutt  
R. Brian Shutt, Town Attorney

Lisa El-Ramey  
Council Member Lisa El-Ramey

Phyllis Maniglia  
Council Member Phyllis Maniglia

# **TOWN OF LOXAHATACHEE GROVES**

## **ORDINANCE NO. 2011-011**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE ESTABLISHMENT OF THE PLANNING AND ZONING BOARD; PROVIDING COMPOSITION AND TERM OF OFFICE FOR MEMBERS OF THE BOARD; PROVIDING FOR PROCEDURAL AND ADMINISTRATIVE MATTERS RELATING TO THE BOARD; DESIGNATING THE BOARD AS THE TOWN'S LOCAL PLANNING AGENCY; PROVIDING POWERS AND DUTIES, AND THAT THE BOARD ACTS SOLELY IN AN ADVISORY MANNER; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves finds that it is in the best interest of the Town to establish a Planning and Zoning Board; and,

**WHEREAS**, the Planning and Zoning Board is intended to provide the Town Council with recommendations as an advisory board on planning and zoning related matters, including without limitation recommendations on development applications; and,

**WHEREAS**, the Town Council finds it is in the best interest of the Town to designate the Planning and Zoning Board as the Town's Local Planning Agency pursuant to Section 163.3174, Florida Statutes.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2:** The Town Council of the Town of Loxahatchee Groves hereby adopts a Chapter within the Town's Code of Ordinances, entitled "PLANNING AND ZONING BOARD," which will read as follows:

Sec. - Composition and term of office.

(1) The Planning and Zoning Board shall be composed of five members, and two alternate members placed in office in accordance with the following procedure:

# TOWN OF LOXAHATACHEE GROVES

## ORDINANCE NO. 2011-011

(a) Each member of the Town Council, following his or her election or reelection to office, shall nominate a qualified citizen for appointment to the Planning and Zoning Board by the Town Council, to serve a term of three years.

(b) Two alternative members, designated as alternate no. 1 and alternate no. 2, shall be appointed by the Town Council each year to serve one-year terms. Alternate members shall participate and vote as members of the Board, in their designated order, whenever any regular member of the Board is absent.

(2) Members of the Planning and Zoning Board shall be appointed from the residents of the Town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development including without limitation architects, planners, attorneys, engineers and contractors. Board members shall hold no other Town office or position.

(3) Three members of the Planning and Zoning Board who are in attendance shall constitute a quorum for purpose of convening a meeting and transacting the business at hand.

(4) Vacancies on the Planning and Zoning Board shall be filled by appointment by the Town Council for the unexpired term of the membership vacated. Nomination for such appointment shall be made by the councilmember who nominated the vacating Board member; except that if an alternate member should vacate his position, any member of the Town Council may nominate a qualified citizen for appointment to such position, which must be approved by the Town Council.

(5) The Town Council shall have the authority to remove any member of the Planning and Zoning Board from his or her office for cause whenever, after due notice of hearing at a regular or special meeting of the Town Council, a majority of the council votes for such removal. Causes for removal shall include absence from five (5) consecutive Board meetings without valid excuse as determined by the Town Council.

(6) Compensation. The members of the Planning Board shall serve without compensation but shall be reimbursed for any expenses authorized by the Town Council, which may be incurred in the performance of their duties.

Strike thru represents deleted text, and underline represents added text.

# TOWN OF LOXAHATACHEE GROVES

## ORDINANCE NO. 2011-011

(7) Organizational meeting. The initial organizational meeting of the Board shall occur at the first meeting of the Board following the appointment of Board members by the Town Council. Thereafter, the Board meeting in April of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice-chair, who shall be elected for terms of one year by the Board from its membership.

### Sec. . – Business meetings and procedures.

(1) The conduct of Planning and Zoning Board business and holding of hearings shall be governed by Robert's Rules of Order and such other rules of procedure as the Town Council may determine to be necessary.

(2) The Board shall meet once each month for the transaction of its business; provided that a meeting may be cancelled by the Town Manager when no business is pending. Special meetings may be called by the Town Manager, when in the opinion of the Town Manager, there are conditions of such urgency as to justify special meeting, provided that at least 48 hours' notice shall be given each member prior to the time set for such special meeting and that any statutory or Town code notice time-frames are met. The Board may schedule additional meetings as it deems necessary to conduct its business, training and other related matters.

(3) There shall be an official agenda for each regular meeting of the Planning and Zoning Board which shall determine the matters of business to be considered at each meeting and the order in which such items shall be presented. Preparation of the agenda shall be the responsibility of the Town Manager.

(4) Decisions of the Board shall be determined by motions duly made and seconded and carried by a majority vote of the members present. Minutes shall be kept of all meetings and proceedings and shall include and state the vote of each member on each question. The motion shall state the reason upon which it is made, such reason being based upon the prescribed guides and standards of good planning and zoning principles. Copies of the agenda, together with copies of documents and papers relative thereto, shall be made available for review by Board members in the Town Hall as far in advance of the meeting as time for preparation will permit.

### Sec. . – Administrative assistance.

Strike thru represents deleted text, and underline represents added text.

# TOWN OF LOXAHATACHEE GROVES

## ORDINANCE NO. 2011-011

(1) The Town Manager shall provide such staff and clerical assistance as the Planning and Zoning Board may require for the reasonable performance of its duties, including a recording secretary. The Town's Planner shall advise and assist the Board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto.

(2) The Board, through its chairman, may call upon any department, agency, or officer of the Town for information or advice in the promotion of its work.

(3) The Town Attorney shall provide legal representation to the Board at the request of the Town Manager.

### Sec. \_\_\_\_ . - Local Planning Agency.

(1) The Planning and Zoning Board shall serve as the designated local planning agency in accordance with the requirements of F.S. §163.3174. The Board shall make recommendations to the Town Council regarding the adoption of amendments to the plan or elements or portions thereof.

### Sec. \_\_\_\_ . Powers and Duties.

(1) The Planning and Zoning Board shall hear and make recommendations to the Town Council as to findings of fact on applications for:

(a) Re-zoning applicants.

(b) Zoning ordinance amendments.

(c) Site plans

(d) Conditional Uses

(e) Special exceptions permitted within each zoning district

(f) Variances

(g) Administrative Appeals

(h) Special permits and nonconforming uses.

(i) Any other planning or zoning related matter referred to it by the Town Council.

~~Strike thru~~ represents deleted text, and underline represents added text.



## TOWN OF LOXAHATACHEE GROVES

### ORDINANCE NO. 2011-011

(2) After hearing any of the above applications, the Board may recommend appropriate conditions, restrictions, limitations and safeguards it deems necessary, consistent with applicable law.

(3) The Board shall perform such other duties and special assignments as may be directed by the Town Council.

Sec. . Planning and Zoning Board Advisory Only.

The actions, decisions and recommendations of the Planning and Zoning Board shall not be final or binding on the Town Council but shall be advisory only.

**Section 3. Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 4: Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

**Section 5: Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

~~Strike thru~~ represents deleted text, and underline represents added text.

## TOWN OF LOXAHATCHEE GROVES

## ORDINANCE NO. 2011-011


**Section 6: Effective Date.** This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 5th DAY OF July, 2011.

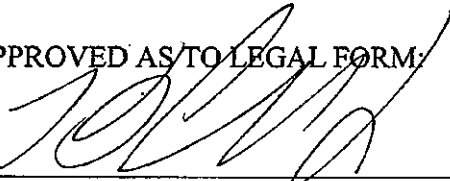
PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 19th DAY OF July, 2011.

## TOWN OF LOXAHATCHEE GROVES, FLORIDA


ATTEST:

  
Arin Harper, Town Clerk

APPROVED AS TO LEGAL FORM:

  
Michael D. Cirullo, Jr., Town Attorney

 ABSENT  
Mayor David Browning

  
Vice Mayor Ryan Liang

  
Tom Goltzené, Council Member

  
Ron Garriel, Council Member

  
Jim Rockett, Council Member

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**TOWN OF LOXAHATCHEE GROVES  
RESOLUTION NO. 2020- 03**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION NO. 2016-28, RELATING TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE TO AMEND THE PROVISIONS RELATING TO COMPOSITION OF COMMITTEE MEMBERS, DETERMINATION OF ABSENCES AND TERM OF APPOINTMENT AND REMOVAL OF SUNSET PROVISIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council adopted Resolution No. 2016-28, reestablishing the “Unified Land Development Code Review Committee” to review the Town’s Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

**WHEREAS**, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further amend Resolution No. 2016-28 to allow for modification of the composition of the Committee, term of appointment and determination of absences, is in the best interests of the residents of the Town.

**NOW, THEREFORE, BE IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA**, as follows:

**Section 1.** That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council hereby modifies the Town’s “Unified Land Development Code Review Committee” Resolution as follows:

**I. Establishment of the “Unified Land Development Code Review Committee.”**  
There is established the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:

(A) **Membership.** The Committee shall be comprised of five (5) voting members and two (2) alternates, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve a term of one year, expiring on ~~until the Sunset date set forth herein in Section 3 of this resolution.~~ the first Tuesday of May of the following year.

(B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner.

Resolution No. 2020-05

- (C) Duty. The Unified Land Development Code Review Committee's duty is to review and provide recommendations on sections of the Town's currently adopted Unified Land Development Code, and pertinent sections of the Town's Comprehensive Plan, as directed by the Town Council, or the Town Manager.
  - (D) An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee. A member of the Unified Land Development Code Review Committee may be removed by the Town Council if he/she has missed ~~three (3)~~ two (2) consecutive meetings of the Committee, where both absences have been unexcused as determined by the Committee.
  - (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
  - (F) If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.
- II. Advisory Only.** The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.
- III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.**
- (A) The Unified Land Development Code Review Committee shall hold an organizational meeting, within thirty (30) days at the first meeting of the board following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting from its voting membership for a term identified in Section 2 I(A).
  - (B) The Unified Land Development Code Review Committee shall meet on a monthly basis, unless there is no business to conduct ~~quarterly, or as needed basis, as determined by the Town Council, or the Town Manager.~~
  - (C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Unified Land Development Code Review Committee shall ensure that their actions are in

Resolution No. 2020-03

compliance with Chapter 119, Florida Statutes (the "Public Records Law") and Chapter 286, Florida Statutes (the "Sunshine Law").

(D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the "Sunshine Law") and on the Town's website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.

(F) The Town Manager or his/her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

**Section 3.** Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 4.** Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 5.** Effective Date. This Resolution shall take effective immediately upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave DeMarios, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lisa El-Ramey, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resolution No. 2020-03


Phillis Maniglia, COUNCIL MEMBER

☐ ☒ ☐

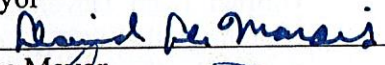
ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF March, 2020.

**TOWN OF LOXAHATCHEE GROVES  
FLORIDA**

ATTEST:

  
 Town Clerk

  
 Mayor

  
 Vice Mayor

  
 Council Member

APPROVED AS TO LEGAL FORM:

  
 Office of the Town Attorney

  
 Council Member

  
 Council Member

**TOWN OF LOXAHATCHEE GROVES  
RESOLUTION NO. 2016-28**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE CREATION OF THE “UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE”; PROVIDING FOR AMENDING THE DUTIES, TERM OF MEMBERS, MEETINGS AND TOWN STAFF SUPPORT FOR THE UNIFIED LAND DEVELOPMENT CODE COMMITTEE; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, On November 20, 2012, the Town Council adopted Resolution No. 2012-19, creating the “Unified Land Development Code Review Committee” to review the Town’s Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

**WHEREAS**, in accordance with that resolution, the ULDC Committee ended with the sunset date set forth in the resolution of December 31, 2013; and

**WHEREAS**, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida, to now initiate another “Unified Land Development Code Review Committee” to further review the Town’s Unified Land Development Code (ULDC), based on a number of conflicts and problem areas which have come to the attention of the Town Council, and advise the Town Council as to suggested revisions to the ULDC; and

**WHEREAS**, the primary responsibilities of the Town’s Unified Land Development Code Review Committee will be to review these conflicts and problem issues for proposed changes to the ULDC, provide recommendations to the Town’s Planning and Zoning Board, which sits as the Town’s Local Planning Agency, and then the Town Council; and

**WHEREAS**, the Town Council desires to encourage full participation by all residents of Loxahatchee Groves who are interested in being appointed to the Town’s Unified Land Development Code Review Committee; and

**WHEREAS**, the Town Council desires to enact procedures by which the individual Council Member’s appoint members to the Unified Land Development Code Review Committee; and

**WHEREAS**, the Town Council determines that the initiation of the Unified Land Development Code Review Committee is in the best interests of the residents of the Town.



Resolution No. 2016-28

**NOW, THEREFORE, BE IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,** as follows:

**Section 1.** That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council hereby re-establishes the Town’s “Unified Land Development Code Review Committee” as follows:

**I. Establishment of the “Unified Land Development Code Review Committee.”**  
There is established the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:

- (A) **Membership.** The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve until the Sunset date set forth herein in Section 3 of this resolution.
- (B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be a resident of the Town.
- (C) **Duty.** The Unified Land Development Code Review Committee’s duty is to review and provide recommendations on sections of the Town’s currently adopted Unified Land Development Code, and pertinent sections of the Town’s Comprehensive Plan, as directed by the Town Council, or the Town Manager.
- (D) **An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee.** A member of the Unified Land Development Code Review Committee may be removed by the Town Council if he/she has missed three (3) consecutive meetings of the Committee.
- (E) **Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics.** If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (F) **If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.**



Resolution No. 2016-28

**II. Advisory Only.** The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.

**III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.**

(A) The Unified Land Development Code Review Committee shall hold an organizational meeting within thirty (30) days following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting.

(B) The Unified Land Development Code Review Committee shall meet on a quarterly, or as-needed basis, as determined by the Town Council, or the Town Manager.

(C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Unified Land Development Code Review Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the "Public Records Law") and Chapter 286, Florida Statutes (the "Sunshine Law").

(D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the "Sunshine Law") and on the Town's website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.

(F) The Town Manager or his/her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.

(H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

**Section 3.** Sunset of the Unified Land Development Review Committee. Unless extended by the adoption of a Resolution by the Town Council, the Unified Land Development Code Review Committee shall complete its work and cease to exist as of December 31, 2016.

**Section 4.** Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

Resolution No. 2016-28

such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 5.** Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 6.** Effective Date. This Resolution shall take effective immediately upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOM GOLTZENÉ, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RON JARRIEL, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RYAN LIANG, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, FLORIDA, this 19<sup>th</sup> day of APRIL 2016.

ATTEST:

Virginia M. Walton  
TOWN CLERK

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

David Browning  
Mayor David Browning

APPROVED AS TO LEGAL FORM:

[Signature]  
Office of the Town Attorney

Tom Goltzené  
Vice Mayor Tom Goltzené

Ronald Jarriel  
Council Member Ron Jarriel

Ryan Liang  
Council Member Ryan Liang

Todd McLendon  
Council Member Todd McLendon

**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2012-19**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE CREATION OF THE “UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE”; PROVIDING FOR DUTIES OF THE COMMITTEE; PROVIDING FOR THE METHOD OF APPOINTMENT OF COMMITTEE MEMBERS; PROVIDING FOR COMPLIANCE WITH FLORIDA’S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR PROCEDURAL MATTERS OF THE COMMITTEE; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida, to create the “Unified Land Development Code Review Committee” to review the Town’s Unified Land Development Code (ULDC) to advise the Town Council as to suggested revisions to the ULDC; and

**WHEREAS**, the primary responsibilities of the Town’s Unified Land Development Code Review Committee will be to conduct public meetings and workshops to review issues relating to the ULDC, and provide recommendations to the Town’s Planning and Zoning Board, which sits as the Town’s Local Planning Agency, and the Town Council, for changes to the ULDC; and

**WHEREAS**, the Town Council desires to encourage full participation by all residents of Loxahatchee Groves who are interested in being appointed to the Town's Unified Land Development Code Review Committee; and

**WHEREAS**, the Town Council desires to enact procedures by which the individual Council Member’s appoint members to the Unified Land Development Code Review Committee; and

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2012-19

**WHEREAS**, the Town Council determines that the creation of the Unified Land Development Code Review Committee is in the best interests of the residents of the Town.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

**Section 1.** That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council hereby establishes the Town’s “Unified Land Development Code Review Committee” as follows:

- I. Creation of the “Unified Land Development Code Review Committee.”** There is created the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:
  - (A) **Membership.** The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members. The members shall serve at the pleasure of the Town Council. The terms of the voting members shall run concurrently with the term of the Council Member who nominated the voting member to the Committee.
  - (B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be an elector of the Town.
  - (C) **Duty.** The Unified Land Development Code Review Committee’s duty is to review and provide recommendations on changes to the Town’s currently adopted Unified Land Development Code, consistent with direction from the Town Council.
  - (D) **An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee.** Unless excuse of absence is granted by the Unified Land Development Code Review Committee, a member of the Unified Land Development Code Review Committee shall be removed by the Town Council if he/she has missed three (3) consecutive meetings of the Committee.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2012-19

- (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
  - (F) If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.
- II. Advisory Only.** The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.
- III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.**
- (A) The Unified Land Development Code Review Committee shall hold an organizational meeting within thirty (30) days following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting.
  - (B) The Unified Land Development Code Review Committee shall meet on a regular or as-needed basis, as determined by the Town Manager.
  - (C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Unified Land Development Code Review Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the "Public Records Law") and Chapter 286, Florida Statutes (the "Sunshine Law").
  - (D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the "Sunshine Law") and on the Town's website and at the Town Office no later than 24 hours prior to the scheduled meeting.
  - (E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.

**TOWN OF LOXAHATCHEE GROVES****RESOLUTION NO. 2012-19**

(F) The Town Manager or his/her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings and providing the items necessary for conducting meetings, as requested by the Chair, and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

**Section 3.** Sunset of the Unified Land Development Review Committee. Unless extended by the adoption of a Resolution by the Town Council, the Unified Land Development Code Review Committee shall complete its work and cease to exist as of December 31, 2013.

**Section 4.** Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 5.** Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 6.** Effective Date. This Resolution shall take effective immediately upon its adoption.

# TOWN OF LOXAHATCHEE GROVES


## RESOLUTION NO. 2012-19

ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES,  
FLORIDA, this 20th day of November, 2012.

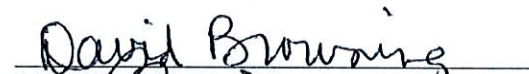
ATTEST:

  
TOWN CLERK

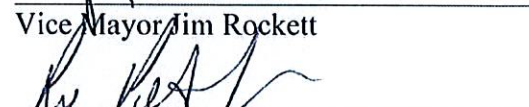
APPROVED AS TO LEGAL FORM:


  
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

  
Mayor David Browning

  
Vice Mayor Jim Rockett

  
Council Member

  
Council Member

  
Council Member

MDC

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## Proposed Town Council Board and Committee Member Appointments

	<b>Councilmember Name</b>	<b>Planning + Zoning</b>	<b>FAAC</b>	<b>Agritourism (Ad Hoc**)</b>	<b>Trails and Greenways</b>	<b>ULDC</b>
<b>Seat 1</b>	Phillis Maniglia	Bill Ford	Manish Sood	Joseph Chammas	Katie Lakeman	Jo Siciliano
<b>Seat 2</b>	Laura Danowski	Brett Raflowitz*	Tracy Raflowitz*	Darrin Swank	Diane Laudadio	Robert Austen
<b>Seat 3</b>	Anita Kane	Todd McLendon	Lisa El-Ramey	Geoff Sluggett	Darcy Dean Murray	Paul Coleman
<b>Seat 4</b>	Robert Shorr	Jacquelyn Clifton	Bruce Cunningham	<b>Vacant</b>	<b>Vacant</b>	Robert Sullivan
<b>Seat 5</b>	Margaret Herzog	Lisa El-Ramey	Cassie Suchy	Liza Holman	Ashley Bruce	Karen Plante

\*Working towards remedying code violations

\*\*Residents & Landowners with bona fide ag & agritourism



# TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



## AGENDA MEMO

Agenda Item #

**TO:** Town Council of Town of Loxahatchee Groves

**FROM:** Richard Gallant, E.I., Public Works Director

**DATE:** June 4, 2024

**SUBJECT:** Road and Drainage Update

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### Background:

The following items are an update to the road and drainage systems in the Town:

- IFB# 2024-01 Town FY24 Road Improvement Program was awarded at the April 2, 2024 Council Meeting.
  - The preconstruction meeting was held with the successful bidder on May 22, 2024 at Town Hall.
  - During that meeting, the project start date was discussed and the target to begin their contracted work is July 2024.
- The Public Works Department is in the process of laying 7,764 tons of base rock to prepare for the FY24 Paving Project. Our crews have been and continue to place the base rock and properly shape the roads.
- The Public Works Department has removed the 90 trees from the five different roads approved in previous council meetings and continue to refurbish and correct the drainage swales or to remove an unsafe condition on the following roads: Gruber LN., East Citrus Rd, 6<sup>th</sup> Court, Global Trail, and Casey Road. Casey Road, Gruber Lane, and Global Trail have had the excessive invasive overgrowth removed and have moved to 161<sup>st</sup> Terr. Public Works crews are removing the prohibited invasive non-native vegetation from the west side of 161<sup>st</sup> Terr. after multiple complaints regarding flooding on properties due to blocked swales.
- Royal Auction Group sold the equipment below and provided the Town with a check for \$61,500.00 which will be applied to the purchase of the 2025 dump truck.
  - 2000 Sterling L9500 Dump Truck
  - 2004 John Deere Combination loader/excavator

- The Public Works Department has removed the equipment below in May to be sold at auction with the proceeds being applied to the purchase of the 2025 dump truck approved in April:
  - 2014 Ledwell/Freightliner LW4000 WT Water Truck
  - 2010 Gradall XL5100
  - 2013 John Deere 6105M Tractor
- The Public Works Director has sent the purchase order to South Port Truck in Tampa, Florida to continue the process of procuring the 2025 12-Yard 8.8L Freightliner or approved equal through the Florida Department of Financial Services Contract 25101600-21-STC.
- The Public Works team is still diligently removing tires that are illegally dumped around the Town. We are still utilizing the contract with Coastal to empty the 30-yard dumpster about once a month that was full of tires. The epidemic of illegal tire disposal has risen in the past few months.
- The Public Works staff has, at least once a week, removed all the illegal temporary yard signs. The largest concentration is located at Southern Blvd and B Rd., and throughout the Okeechobee corridor. Since the February council meeting, the Public Works Director alone has removed about 100 signs throughout the town.
- The Public Works Department is still working on catching up on previous work conducted in the 2022 and 2023 fiscal years. This includes all the permits for the paving projects as well as the culverts that have previously been installed.
- To correct this, moving forward all of our invitation to bid documents along with contracts for work will require the contractor to compile and complete these documents.
- The Public Works Director has recently identified two additional culverts that need to be replaced, preferably prior to FY25. They are located at F Rd. and 12<sup>th</sup> Pl. N. and at F Rd. and Collecting Canal Rd.
  - It is our intent to utilize a portion of the state allocation to complete this work.
  - The Public Works Director has obtained pricing for this work and is bringing forward the 12<sup>th</sup> Place N and F Rd. replacement at the June council meeting.
  - Due to the cost, the replacement located at F Rd and Collecting Canal Rd. will have to go out to bid.
- Public Works staff are currently reviewing damaged guardrails throughout the Town.
  - It is the department's intention to utilize the Southeast Highway and Guardrail and Attenuators, LLC piggyback contract approved by council in February 2023, Resolution 2023-14.
  - Once the list is compiled, the guardrails that pose the highest risk to life and safety will be considered first.
- The Public Works Director requested the contractor for PBSC relocate their fence out of the A road Canal easement. They moved it the next day and staff removed the debris from the canal at the gate. The Public Works Director evaluated the structure and determined significant work will be required to correct issues with the entrance culvert to the gate assembly.
- Public Works staff has been clearing the canal easements and roadside(s) from debris and overgrowth. Public Works staff have cleared all the canal easements on A Rd., B Rd., and C Rd. They will continue to clear canal easements as we move forward.

The Public Works Mowing crew is currently working on mowing back all tree overgrowth on Bunny Ln., 11<sup>th</sup> Terr., 12<sup>th</sup> Pl N., Snail Trail, and 24<sup>th</sup> Cir N. as well as cutting back all sight triangles.

- The Public Works Director, who also serves as the Emergency Management Director, is compiling information to update our Emergency Management Plan and further develop our continuity of operation plan. During the process, we will work closely with CERT to enhance their abilities as well as educate our staff in working with them. The Public Works Director is working on enhancing our wireless capabilities utilizing the existing system the Town currently owns as well as enhancing our amateur radio capabilities in both the Public Works facilities as well as Town Hall.



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Francine L. Ramaglia, Town Manager  
**DATE:** June 4, 2024  
**SUBJECT:** Updates, Items of Interest and Future Agenda Items

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**Proposed Upcoming Town Council Meeting Schedule:**

- June 18, 2024 (Comp Plan/EAR Workshop)
- July 2, 2024
- August 6, 2024
- September 3, 2024 (1<sup>st</sup> Budget Hearing)
- September 18, 2024 (2<sup>nd</sup> Budget Hearing)
- October 1, 2024
- November 5, 2024
- December 3, 2024

**Direction on Individual Council Requested Agenda Items:**

- Village of RPB drainage issue
- Intersection Improvements at B & Southern

**Additional Planning items:**

**Potential Applications:**

15211 Okeechobee Boulevard – Daycare  
14048 Okeechobee Boulevard – TLC  
15550 Okeechobee Boulevard – Vested Rights  
Briar – Soccer Academy  
Church expansion (community)  
320 D Road – Equestrian PUD  
1038 B Road – Estate Equestrian PUD  
Big Dog Ranch – Sanctuary/Site Plan Amendment

**Potential Site Plan Amendments:**

Brightview  
BDR

**Other Matters:**

Receiver sites  
Conservation easements



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**LOXAHATCHEE GROVES**

155 F Road Loxahatchee Groves, FL 33470

Item 17.

**Future Agenda Items:**

Below is a proposed schedule for discussions and action as noted for upcoming agenda workshops and regular council meetings for the next several months:

June 18, 2024	<ul style="list-style-type: none"><li>– EAR/Comp Plan Workshop</li><li>– Rural Vista Guidelines</li></ul>
July 2, 2024	<ul style="list-style-type: none"><li>– Initial Budget Presentation</li><li>– Preliminary Millage and Assessment Rates</li><li>– HR Manual Update</li></ul> <p>Piggybacks:</p> <ul style="list-style-type: none"><li>– Murray/Logan (dredging)</li><li>– Hinterland (Culvert Clearing)</li></ul> <p>Best Interest Contracts:</p> <ul style="list-style-type: none"><li>– Fleet Maintenance</li><li>– Signs</li></ul> <ul style="list-style-type: none"><li>– 1<sup>st</sup> Reading Culvert Ordinance/Revisions to ULDC Section 26</li><li>– Adoption of Resolution 2024-XX – Appoint &amp; reestablish members to ULDC, RETGAC &amp; Agritourism</li><li>– EAR 2<sup>nd</sup> Reading</li><li>– Comp Plan Data &amp; Analysis Resolution</li><li>– School District Cooperative Planning Agreement</li><li>– Discussion on Easement Checklist</li><li>– Discussion of Tree Removal/Land Clearing (Section 87)</li><li>– Discussion of current Tree Mitigations in progress for Development Projects and Code Enforcement</li><li>– Discussion Town Council's Participation on Government Committees/Voting Delegates</li><li>– Discussion on Adopting a Policy for Reimbursement of Attorney's Fees</li><li>– Interlocal Agreement between Town &amp; District</li><li>– Signs Contract</li><li>– Gas Tax map adjustments including Hopkins request</li><li>– List of Pre-approved Easements for FY 2025 Paving Plan</li><li>– Acceptance of Easements (including Brian McNeil)</li><li>– Johnson Davis work authorization for culvert at 24<sup>th</sup> &amp; F</li></ul>



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August 6, 2024	<ul style="list-style-type: none"><li>– Legislative Update: Lobbyists, Roth, Harrell</li><li>– Presentation on PBSO Behavioral Services Program</li><li>– Quarterly Reports</li><li>– Traffic InterLocal with Palm Beach County (if possible)</li><li>– Discussion of Townwide Traffic &amp; Road Standards</li><li>– Agritourism Committee recommendations</li><li>– Renewal of Lobbyist Agreement</li><li>– Award of Culvert Bid</li><li>– 1<sup>st</sup> Reading – Tree Removal/Land Clearing (Section 87)</li><li>– 1<sup>st</sup> Reading – RV Ordinance</li><li>– 1<sup>st</sup> Reading – Sign Code Updates and interim enforcement</li><li>– CERT Agreement Renewal</li><li>– LPR/Camera Program Policy</li><li>– Use of Logo Policy</li><li>– Discussion of Special Events/Special Uses</li><li>– Discussion of Livestock Waste/BMPs</li><li>– LGWCD ILA, Maintenance Agreement &amp; Culvert Ordinance (1<sup>st</sup> Reading)</li></ul>
September 3, 2024	<ul style="list-style-type: none"><li>– 1<sup>st</sup> Budget Hearing</li><li>– 1<sup>st</sup> Reading – Ordinance FY 2025 CIP</li><li>– 1<sup>st</sup> Reading – Special Events/Special Uses</li><li>– 1<sup>st</sup> Reading – Livestock Waste/BMPs</li><li>– 1<sup>st</sup> Reading - Agritourism</li><li>– 2<sup>nd</sup> Reading – Tree Removal/Land Clearing (Section 87)</li><li>– 2<sup>nd</sup> Reading – RV Ordinance</li><li>– 2<sup>nd</sup> Reading – Sign Code Updates and interim enforcement</li><li>– Annual District Landowners' meeting</li><li>– Adoption of FY 2025 Meeting Calendar</li><li>– Conveyance of County ROW at Intersection of E and Okeechobee</li><li>– Qualifying Dates</li></ul>
September 18, 2024	<ul style="list-style-type: none"><li>– 1<sup>st</sup> Reading Townwide Traffic &amp; Road Standards</li><li>– 2<sup>nd</sup> Budget Hearing</li><li>– 2<sup>nd</sup> Reading – Ordinance FY 2025 CIP</li><li>– Adoption of FY 2025 Special Events &amp; Calendar</li><li>– Discussion of Certificate of Use</li><li>– Qualifying Dates</li></ul>



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October 1, 2024	<ul style="list-style-type: none"><li>– Award of Bids for Roads &amp; Drainage</li><li>– 2<sup>nd</sup> Reading – Special Events/Special Uses</li><li>– 2<sup>nd</sup> Reading – Livestock Waste/BMPs</li><li>– 2<sup>nd</sup> Reading – Townwide Traffic &amp; Roadway Standards</li><li>– 2<sup>nd</sup> Reading – Agritourism</li><li>– Discussion of Non-Conformities &amp; Unrecorded Plats</li><li>– Sunshine Law, Public Records Law &amp; Ethics Law by Torcivia, Donlon, Goddeau &amp; Rubin PA</li><li>– Deletion of Historical Legacy (Jim/TA)</li></ul>
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The above is primarily an ordinance/resolution driven priority list and does not really account for any of the contracting and other work of the Town. Some of the other items not on the list include Development and Planning applications (see attached) follow up items from workshop discussions, NPDES Compliance, Assessment Methodology adoption, etc. We may need to space things out a bit more and we continue to implement a more complete agenda tracking system.

**Upcoming Planning Development Items:**

**Upcoming Town Events:**

- Community Picnic
- Back to School (backpack drive)
- Veterans Parade & Ceremony
- Holiday Gratitude Food Drive
- Western Communities Holiday Parade

**Recommendation:**

Review, discuss and direct Staff.

## EASEMENT CHECKLIST

Item 17.

**Easement Grantor:** \_\_\_\_\_

**Property Address:**

\_\_\_\_\_

**Property Identification No.:**

\_\_\_\_\_

**Grantor Property Address, if different than above:**

\_\_\_\_\_

\_\_\_\_\_

*Property Owner, please initial to indicate that the following items were discussed:*

- \_\_\_\_\_ Drainage is only for the existing scope.
- \_\_\_\_\_ Easement will not be used to expand the roads.
- \_\_\_\_\_ Existing fence/hedge will be in compliance and will not be disturbed.
- \_\_\_\_\_ If the property size reduces, the zoning code applies to the pre-agreement lot size.

### **Step-by-Step Process**

1. The basic form of the Town's roadway, drainage and utility easement is attached as Exhibit "A".
2. When meeting with a property owner, Town staff, should be prepared to identify the purpose and location of the requested easement.
3. At a property owner's request, the reference to a utility easement can be deleted from the document.
4. At a property owner's request, the roadway and drainage easements can be split into two different easement documents.
5. The property owner always has the right to have the document reviewed by an attorney of their choice and should be encouraged to do so.
6. If the property owner prefers, they may deed the property to the Town instead of having their property encumbered by an easement.
7. If the property is deeded to the Town, the property is removed from their ownership and the Palm Beach County Property Appraiser's office will adjust their property tax records accordingly. The property owners no longer have the right to utilize the deeded property, except in the same manner as any other member of the public.
8. If the property owner gives an easement, they retain ownership of the property and there is no change in the property tax records. The property owner has the right to utilize the easement property as they see fit, so long as their use does not interfere with the purpose of the easement.
9. Whether the property is deeded to the Town or the Town receives an easement over the property, the property owner will retain the right to develop their remaining property in the same manner and for development purposes the lot's size and acreage will include the area deeded to the Town or subject to the Town's easement. See section 20-025(C)(2) of the Town's ULDC for residential properties and section 25-025(C)(2) of the ULDC for commercial properties.
10. In accordance with Florida Statutes, the Town, can acquire title to roads because it has maintained the roads for a number of years (4 years if the Town built and maintained the road or 7 years if the



## EASEMENT CHECKLIST

Item 17.

Town did not build the road but maintained it). A copy of Section 95.361 Florida Statutes is attached hereto as Exhibit "B".

11. If an easement is granted to the Town for roadway, drainage and utility purposes the Town would assert its rights under the easement before relying on any rights they may have under Section 95.361 F.S..
12. Individual members of the Town Council do not have the authority to solicit or negotiate easements with property owners. The Town Manager, the Town Public Works Director and staff members and Town Attorney when designated by the Town Manager or Town Council can solicit from and negotiate easements with property owners.
13. All easements must be accepted by the Town Council, but the Town Council can identify properties and approve the basic form of the easement and accept easements if they are in substantial conformance with the form prior to said easements being executed, so as to expedite the recordation of the easement once it is received from the property owner.
14. Town Council acceptance of the easement will be evidenced by the passage of a Town Council Resolution.
15. The executed easement documents will be reviewed for legal sufficiency by the Town Attorney prior to recordation.
16. The Town Clerk shall ensure the executed easements are recorded in the official records of Palm Beach County and once recorded will provide copies of the recorded easements to the property owners and the Public Works Department.
17. The original easement shall be maintained by the Town Clerk.

By signing this checklist the property owner acknowledges they understand the nature and extent of the proposed easement they are being asked to sign and that all of their questions have been resolved by town Staff or the attorney of their choosing.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**