TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

JULY 07, 2026 – 6:00 PM

Lisa El- Ramey, Mayor (Seat 2)
Manish Sood, Vice Mayor (Seat 5) **William "Joe" Stephens, Councilmember (Seat 1)**
Anita Kane, Councilmember (Seat 3) **Paul T. Coleman II, Councilmember (Seat 4)**

Administration
Acting Town Manager, Valerie Oakes
Town Attorney, Jeffrey S. Kurtz, Esq.
Acting Town Clerk, Kenthia White, FRP
Community Standards Director, Caryn Gardner-Young
Public Works Director, Craig Lower

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 Agenda: Those matters included under the Consent Agenda 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 Agenda to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

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.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

PRESENTATIONS

1. Presentation on Palm Beach County Fire Rescue Annual Report

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for the regular meetings may be received by email, or in writing to the Town Clerk's Office until 12:00 PM (Noon) day of the meeting. Comments will be forwarded to the Town Council for informational purposes, however, they will not be read into the record. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there. There is a 3 minute limit per person.

CONSENT AGENDA

2. ***Proposed Resolution No. 2026-53-*** 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. 2026054: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE ACTING 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.

3. ***Proposed Resolution No. 2026-54-*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN DRAINAGE EASEMENT FOR THE PROPERTY LOCATED AT 15410 NORTH ROAD, LOXAHATCHEE GROVES, FL 33470; PROVIDING AN EFFECTIVE DATE.

4. Receive and File- Vendor Expense Report FY26- October 2025 to June 2026.

5. Minutes from Town Council Meetings: Regular Town Council Meeting on May 5, 2026; Special Town Council Meeting on May 12, 2026; Special Town Council Meeting on May 21, 2026; Special Town Council Meeting on June 1, 2026; and Regular Town Council Meeting on June 2, 2026.

PUBLIC HEARING

6. ***Proposed Ordinance No. 2026-01 on Second Reading:*** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ARTICLE 92 " RECREATIONAL VEHICLES" OF THE UNIFIED LAND DEVELOPMENT CODE AS ESTABLISHED BY ORDINANCE NO. 2024-07; AND AMENDING PART III " SUPPLEMENTAL REGULATIONS' OF THE UNIFIED LAND DEVELOPMENT CODE TO ENACT A NEW ARTICLE 92 "RECREATIONAL VEHICLES" WITHIN PART III "SUPPLEMENTAL REGULATIONS" WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

7. ***Proposed Ordinance No. 2026-02 on Second Reading:*** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 155 "SITE PLANS" OF PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY MODIFYING SECTION 155-005 "MANDATORY SITE PLAN APPROVAL" CLARIFYING THAT RESIDENTIAL DEVELOPMENT OF MORE THAN 20 ACRES REGARDLESS OF NUMBER OR SIZE OF PLOTS REQUIRE SITE PLAN APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

REGULAR AGENDA

8. Code Enforcement Lien Foreclosures for the following Resolutions:
Proposed Resolution No. 2026-55- Standstill Agreement for 16169 Southern Blvd.
Proposed Resolution No. 2026-56- Foreclosure of 16169 Southern Blvd.
Proposed Resolution No. 2026-57- Foreclosure of 1300 D Road
Proposed Resolution No. 2026-58- Foreclosure of 3138 A Road
Proposed Resolution No. 2026-59- Foreclosure of1032 Hyde Park Road

9. ***Proposed Resolution No. 2026-60***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN

COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

10. ***Proposed Resolution No. 2026-61-*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN AGREEMENT WITH LANGTON ASSOCIATES, INC., RELATING TO GRANT WRITING AND CONSULTING SERVICES; PROVIDING FOR THE FUNDING OF AGREEMENT IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS ($10,000) TO BE FROM THE TOWN'S GENERAL FUND CONTINGENCY LINE ITEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11. ***Proposed Resolution No. 2026-62-*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.2564 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2026/2027; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2026/2027; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2026/2027 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

12. ***Proposed Resolution No. 2026-63-*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT WATER CONTROL DISTRICT

13. ***Proposed Resolution No. 2026-DD05-*** A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS

FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECONVENE TOWN COUNCIL MEETING

14. Discussion regarding the Loxahatchee Avenue Road Closure.

15. Discussion regarding the Town Attorney's Contract.

TOWN STAFF COMMENTS

Public Works Director

16. Discussion and Direction Regarding the Removal of Double Yellow Thermoplastic Pavement Striping from the FY25 Paving Project

Town Attorney

Town Manager

TOWN COUNCILMEMBER COMMENTS

William "Joe" Stephens, Councilmember (Seat 1)

Anita Kane, Councilmember (Seat 3)

Paul T. Coleman II, Councilmember (Seat 4)

Manish Sood, Vice Mayor (Seat 5)

Lisa El-Ramey, Mayor (Seat 2)

ADJOURNMENT

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Presentation on Palm Beach County Fire Rescue Annual Report**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

The Fire Rescue Annual Report will be presented by Amanda Vomero, 2nd Battalion District Chief 28.

Recommendation/Motion:

Receive and File.

Attachments:

1. Fire Rescue Annual Report

PALM BEACH COUNTY FIRE RESCUE

TOWN OF LOXAHATCHEE GROVES ANNUAL REPORT

OCTOBER 1, 2024 – SEPTEMBER 30, 2025

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MISSION

We are committed to providing safe and secure communities by mitigating all hazards through excellence in public service.

VISION

Excellence Today. Improving Tomorrow.

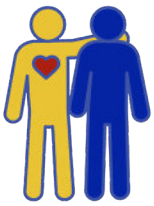
CORE VALUES:

INTEGRITY

Possessing a strong moral character to be trusted to do the right thing even when no one is watching.

UNITY

Recognizing the value that inclusivity holds and how it produces effective teamwork through the coming together as one.



COMPASSION

The will and action of helping others with empathy, dignity, and understanding.

ACCOUNTABILITY

The obligation to account for your actions, accept responsibility, and operate with transparency.

DEDICATION

A continuous commitment to exceptional service to the community and each other.

MESSAGE FROM THE FIRE CHIEF

It is a profound honor to serve as the Fire Chief of Palm Beach County Fire Rescue (PBCFR) and to stand alongside the extraordinary men and women who answer our community's call for help every day. Their professionalism, courage, and commitment to service were on full display as residents faced a significant natural disaster. Palm Beach County experienced its first EF3 tornado in more than 50 years, carving a 21-mile path of destruction through communities from Wellington to Loxahatchee and Jupiter Farms. The unexpected storm leveled homes, overturned vehicles, and left numerous residents trapped amid the debris. In just a matter of hours, our dispatch center was inundated with several hundred 911 calls for help. Dozens of PBCFR units were immediately deployed to the hardest-hit areas, working tirelessly to locate survivors, conduct rescues, and stabilize devastated neighborhoods. As a regional, resource-rich fire department, we were able to execute a large-scale disaster response while continuing to protect every community within our system.

The very next morning, we deployed the county's only Urban Search and Rescue (USAR) Team back to the severely affected areas to continue searches and damage assessments – something we would not have been able to do just the year before. In 2024, our USAR Team was officially recognized by the Florida Division of Emergency Management as a Type 3 team. This signifies our readiness to apply advanced skills in structural collapse rescue, trench and rope operations, K9 search, and specialized medical and engineering support for disaster areas. We also achieved the highest national level possible, a Type 1 designation, for our Swiftwater Team, a water specialty unit. Proof again that PBCFR is prepared for anything and everything.

PBCFR became the first agency in Palm Beach County to integrate plasma transfusions into our Whole Blood Program, placing us among a small number of elite emergency service agencies nationwide capable of delivering this advanced level of prehospital care. Research indicates that plasma administration may help initiate critical reparative processes in patients with traumatic brain injuries and severe burns, further enhancing patient outcomes. These innovative treatments have driven PBCFR to assume a national leadership role, sharing best practices, advancing clinical knowledge, and helping shape the future of prehospital trauma care.

In early 2025, we broke ground on Station 92, our 52nd fire station, which will enhance emergency response for over 17,000 residents in the western Lake Worth area and beyond. When the station opens, it will add to our existing 51 strategically located fire stations across Palm Beach County as we commit to growing efficiently. One million people across Palm Beach County depend on us to provide the highest level of emergency services because we can allocate resources where they are needed most. We also ensure that all our personnel are trained to the highest level of industry standards, with consistency in equipment, protocols, and communications.

We launched a pilot program to evaluate Applied Information's Glance®, an emergency vehicle traffic preemption system designed to improve response times by intelligently managing traffic signals at high-volume intersections. This initiative reflects our continued commitment to lowering response times and enhancing the safety of both our responders and the community we serve, ensuring help arrives faster when seconds matter most.

As PBCFR marked its 40th Anniversary in October 2024, we reflected on Chief Herman W. Brice's vision to transform a fragmented system of ten fire taxing districts into one unified, trusted agency. His goal was to build strength, efficiency, and reliability in emergency response for the communities we serve. Forty years later, that vision lives on. Our strength lies not only in our capabilities, but in the promise we keep to our community: to protect, to respond, and to deliver when lives are on the line.

Patrick J. Kennedy
Fire Chief

MESSAGE FROM THE DISTRICT CHIEF

AMANDA VOMERO

Dear Loxahatchee Groves Community,

I began my career with Palm Beach County Fire Rescue 25 years ago, driven by a genuine passion for helping others and a belief that the dynamic, high-energy nature of the fire service was the right fit for me. Throughout my career, that commitment has remained constant. The safety, well-being, and trust of the communities we serve continue to be my top priority.

If you have any questions, concerns, or would like additional information regarding Palm Beach County Fire Rescue, please do not hesitate to reach out.

PATIENT SATISFACTION SURVEY

PBCFR is committed to delivering the highest quality patient care to the communities it serves. In May 2022, PBCFR initiated a partnership with Baldrige Group to survey patients as part of a customer service initiative. Since then, PBCFR has consistently achieved outstanding patient satisfaction scores. In ***FY 2025, 100%*** of the ***eight*** patients surveyed in the ***Town of Loxahatchee Groves*** expressed overall satisfaction with the services provided by PBCFR.

"They were very sweet and so helpful. He was describing everything he was doing, and his energy was great. I felt so calm with him. I have been in ambulances before, but nothing compares to this."

"They were just very compassionate and concerned for my wellbeing. I am older and they treat me very gingerly. They've come before and I'm very lucky in that I've always had a good experience when they do."

"Your crew are angels! I would score you an 11+, but since I can only do a ten I'll have to say a ten."

100%
Overall Satisfaction

Patients said they would tell friends and family about the positive experience they had with PBCFR.
100 %

Patients said they were 'Satisfied' or 'Very Satisfied' with the 911 Center's ability to confirm their location and nature of their problem.
100 %

Patients were 'Satisfied' or 'Very Satisfied' with the Dispatcher's instructions regarding their emergency.
100 %

Patients told us they were 'Satisfied' or 'Very Satisfied' with the prompt arrival of PBCFR firefighters and paramedics.
100 %

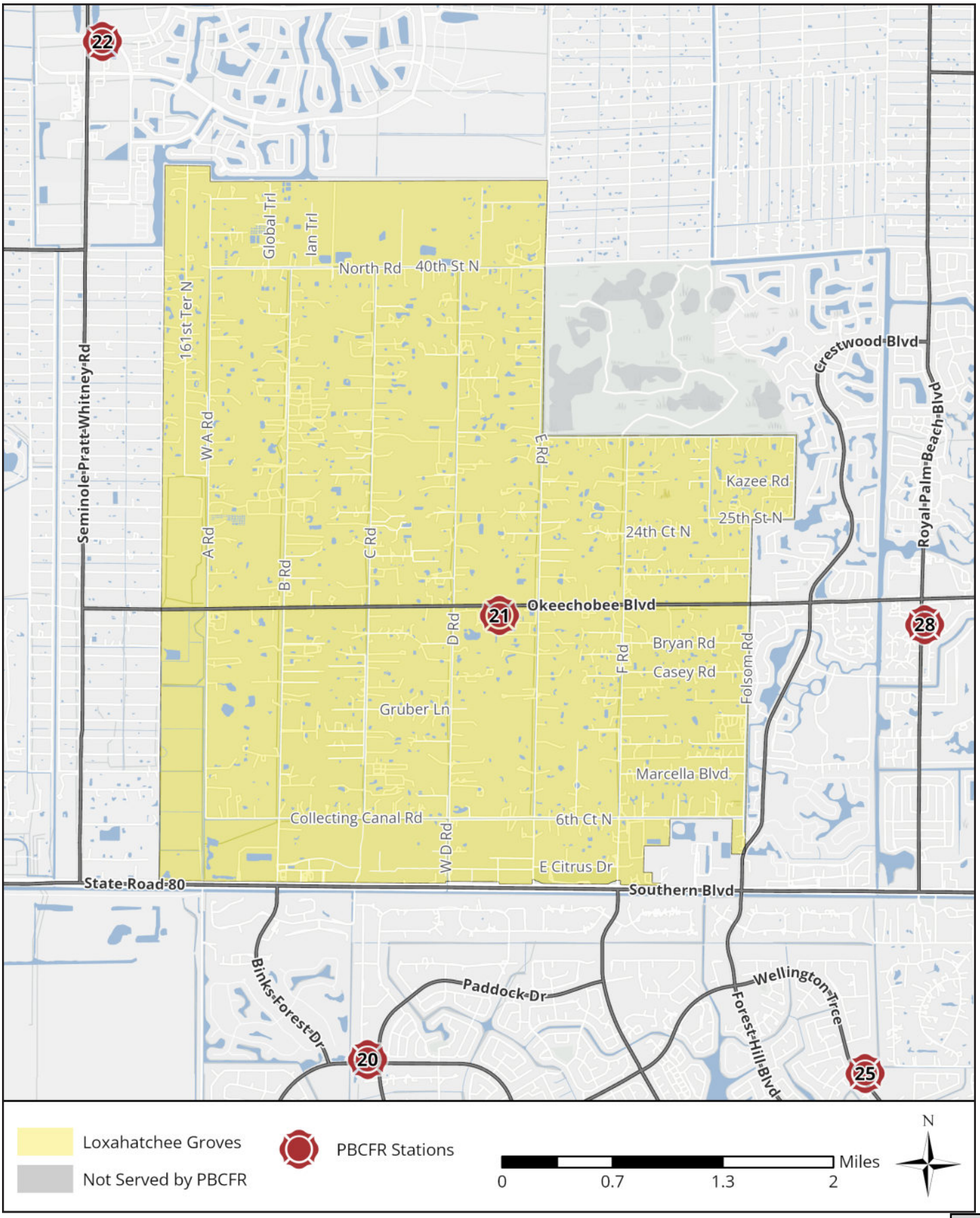
The professionalism of PBCFR firefighters and paramedics left patients feeling 'Satisfied' or 'Very Satisfied' with the care they received.
100 %

Patients felt 'Satisfied' or 'Very Satisfied' with the level of compassion shown to them and their families by PBCFR firefighters and paramedics.
100 %

Patients said they were 'Satisfied' or 'Very Satisfied' with the paramedics' explanation of any procedures they performed.
100 %

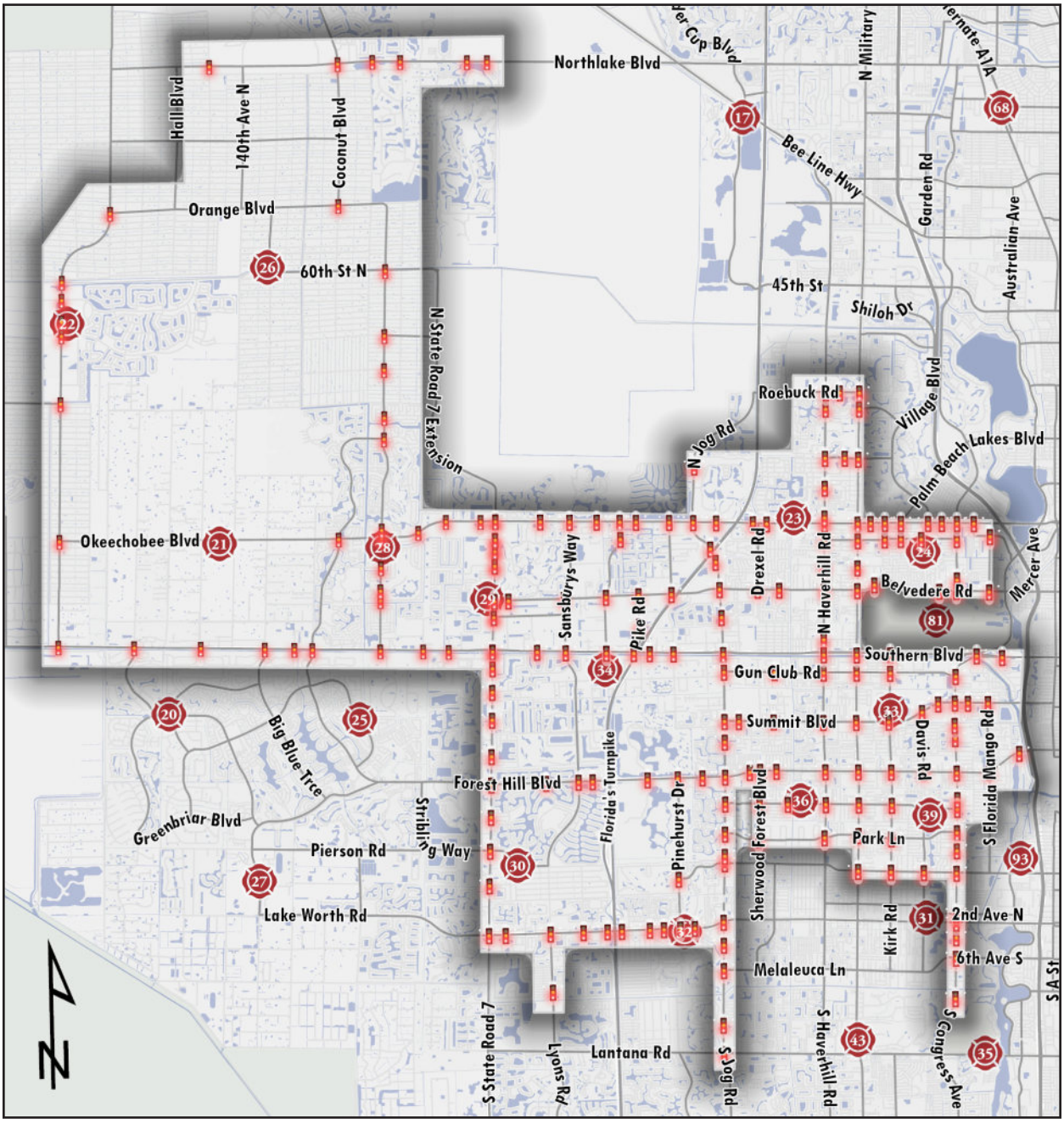
Patients reported they were 'Satisfied' or 'Very Satisfied' with the paramedics' attempts to treat their condition.
100 %

LOXAHATCHEE GROVES SERVICE AREA

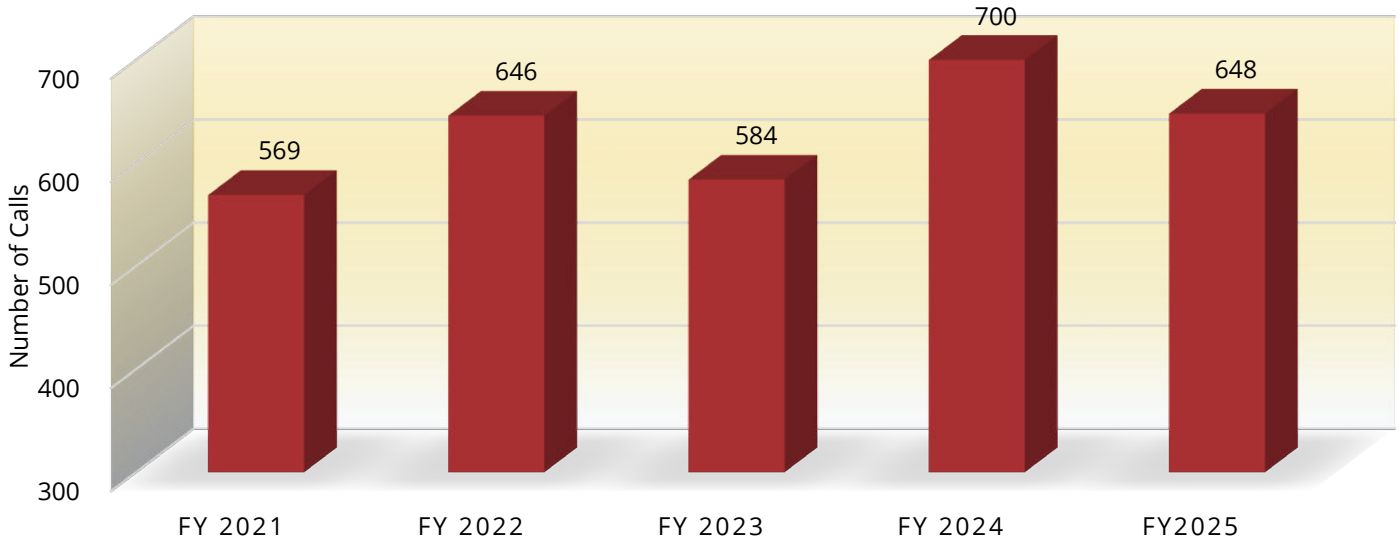


PBCFR Starts a Pilot Program for Traffic Preemption

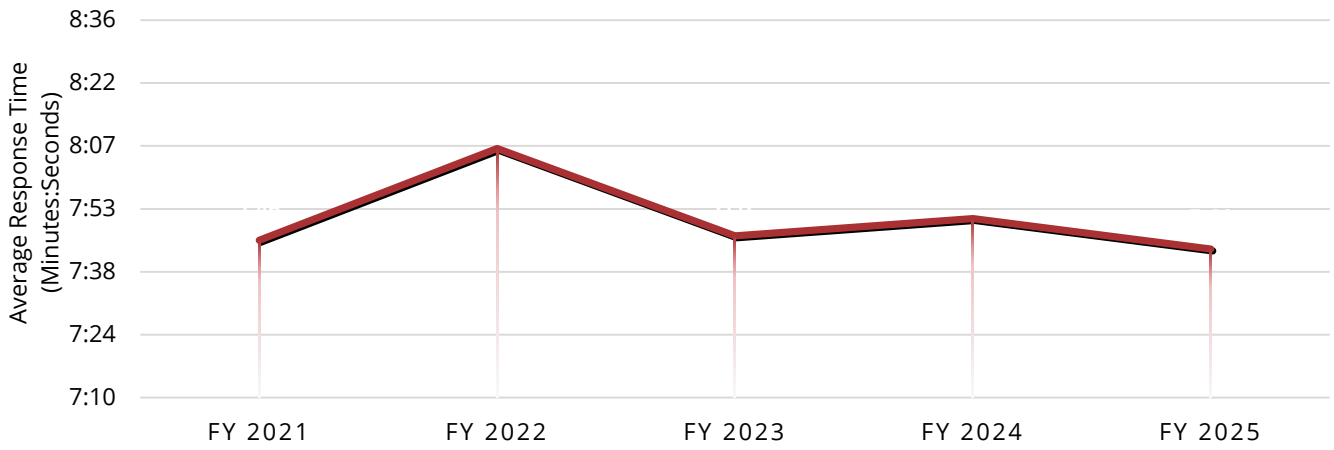
In August 2025, PBCFR launched a pilot program to test Applied Information's Glance®, an emergency vehicle traffic preemption system. The Glance® system enhances emergency response using both cellular and radio communication to report the vehicle's GPS location, speed, direction, and basic vehicle telemetry. As a vehicle approaches an intersection, the system estimates the vehicle's time of arrival and automatically adjusts traffic signals, granting a green light to the emergency vehicle while holding conflicting traffic. Once the vehicle clears the intersection, normal signal operation resumes. The program is designed to provide faster, safer emergency responses and is a major step toward developing smart traffic infrastructure in PBC. The system was implemented to help manage increased traffic due to road closures in the Beeline/Northlake Boulevard detour area, which includes: the Acreage, Westlake, Loxahatchee Groves, and Royal Palm Beach. The program was expanded to include Battalion 10 and the surrounding areas bordered by Roebuck Road, I-95, Lake Worth Road, and State Road 7. Municipalities included in this trial are Haverhill, Cloud Lake, Glen Ridge, Lake Clarke Shores, and portions of Palm Springs and Wellington.



TOTAL NUMBER OF CALLS

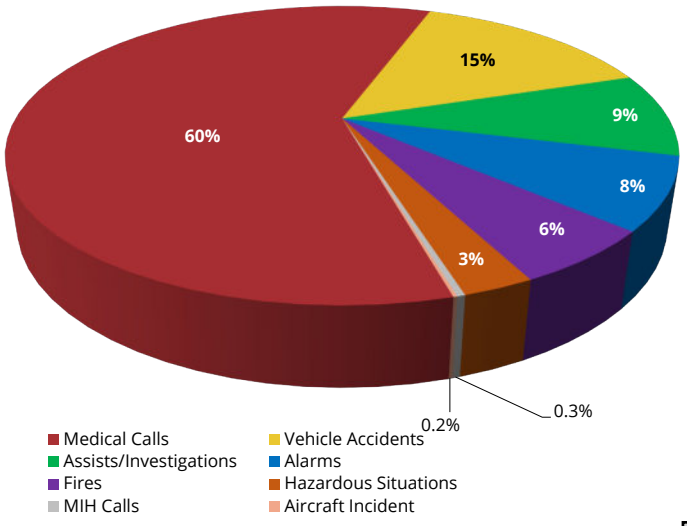


AVERAGE RESPONSE TIME



CALLS BY SITUATION DISPATCHED

SITUATION DISPATCHED	NUMBER OF INCIDENTS
Medical Calls	386
Vehicle Accidents	94
Assists/Investigations	59
Alarms	50
Fires	38
Hazardous Situations	18
MIH Calls	2
Aircraft Incident	1
Total	**648**



The Town of Loxahatchee Groves is primarily served by Station 21. The service area is part of a regional system and is immediately backed up by surrounding stations with resources and equipment.

PRIMARY RESOURCES ASSIGNED TO THE TOWN OF LOXAHATCHEE GROVES

STATION	APPARATUS	STAFFING (number of personnel)
Station 21 14200 Okeechobee Blvd. West Palm Beach, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
	High Water Vehicle (1)	(cross-staffed with ALS Engine)

ADDITIONAL RESOURCES IN THE SURROUNDING AREA

STATION	APPARATUS	STAFFING (number of personnel)
Station 20 1000 Greenview Shores Blvd. Wellington, FL 33414	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
Station 22 16650 Town Center Parkway S. Westlake, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	EMS Captain Command (1)	1
	Battalion Chief Command (1)	1
	Tender (1)	1
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
Station 28 1040 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411	ALS Rescue (1)	3
	ALS Engine (1)	3
	EMS Captain Command (1)	1
	Battalion Chief Command (1)	1
	District Chief Command (1)	1
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

New Emergency Response Staff

Additional Command Staff were placed at Station 22, located at 16650 Town Center Parkway South in Westlake.

- October 19, 2024 - Command Staff Battalion Chief (BC22)
- January 8, 2025 - Command Staff EMS Captain (EMS22)

STATION 21

Rescue 21
PALM BEACH COUNTY
FIRE RESCUE

Engine 21
21
PALM BEACH COUNTY

Brush 21
21

PSV 21

PBCFR UNVEILS NEW PINK PUMPER

During a ceremony to mark the start of Breast Cancer Awareness Month, PBCFR unveiled a new Pink Pumper, a 2009 Sutphen, replacing the department's original 1989 Young Crusader. PBCFR's first Pink Pumper spent more than a decade traveling throughout the county in support of cancer patients and their families. Cancer survivors and families participated in a "Transfer of Memories," moving hoses, helmets, memorabilia, and the original flag from the retiring unit to the new one, and signed the new vehicle in tribute to those affected by cancer. The program is supported by IAFF Local 2928, Retired Firefighters of Palm Beach County, and the PBCFR Firefighters Attacking the Cancer Epidemic (FACE) Team.

1989 Young Crusader

New Pink Pumper

40TH ANNIVERSARY CELEBRATION

Forty years ago, Chief Herman W. Brice had a clear vision to build a strong fire department where people wanted to work that also fostered community support and public trust. That vision became a reality with the formation of PBCFR, which consolidated ten fire taxing districts into a single, cohesive agency. Since its founding, PBCFR has grown into one of the largest fire departments in Florida. It now operates 51 fire stations across the county and continues to expand.

On October 5, 2024, PBCFR celebrated its 40th anniversary with a free community event held at the Chief Herman W. Brice Fire Rescue Complex in West Palm Beach. More than 1,500 attendees enjoyed live demonstrations showcasing the skills of firefighters and paramedics. Demo highlights included rappelling from a seven-story tower, operating the "Jaws of Life," CPR presentations, and hands-on fire safety activities.

Families and kids had plenty to enjoy with fire hose spraying, scavenger hunts, PBCFR truck tours, food, and more. The event was a vibrant celebration of four decades of dedicated service and community partnersh

40th Anniversary

Inspector Award

In April 2025, Fire Inspector Cindi Campbell was presented with the 2024 Florida Fire Inspector of the Year award in Tallahassee by the Florida Fire Marshals and Inspectors Association.

Investigator Award

PBCFR Fire Investigations Supervisor, Tom Fucci, was named the 2025 Florida Fire and Explosion Investigator of the Year by the Florida Fire Marshals and Inspectors Association. Investigator Fucci has dedicated 23 years to PBCFR and currently leads a team of six Fire Investigators. His commitment to the job never wavers as he regularly responds to fire scenes on nights, weekends, and holidays.

Fire Marshal's Association of Palm Beach County Awards

PBCFR's Fire Investigations Supervisor, Tom Fucci, was recognized as the 2024 Investigator of the Year, and Fire Inspector Gary Smith as the 2024 Fire Inspector of the Year by the Fire Marshal's Association of Palm Beach County. During the ceremony, Supervisor Elyse Carhart and Lead Inspector Cindi Campbell were sworn in to the Executive Board for 2025.

Firefighter Awards Ceremony

Two awards were presented at the Chamber of Commerce of the Palm Beaches Firefighter Breakfast Awards in October 2024. The first was awarded to crews from Station 53, who received the Fire Station of the Year award. The recognition came after they saved the life of one of their own, Firefighter Nick Fuenzalida. He suffered a cardiac arrest while on duty on a run near the station. His fellow firefighters acted quickly and successfully revived him.

The second award was presented to PBCFR's Mobile Integrated Healthcare (MIH) Program, which pairs paramedics with social workers, and received the 2024 Community Service Award. The MIH Program supports patients after 911 calls by connecting them with vital community resources to improve their health and wellness.

EMS Providers of PBC Awards Ceremony

The 2025 EMS Providers of Palm Beach County Awards Ceremony was held at Wycliffe Country Club in May, where PBCFR was proud to have multiple nominees across several award categories.

Angel Figueroa, Materials Manager in Support Services, was presented with the Distinguished Service Award in recognition of his dedication behind the scenes ensuring front-line crews are consistently equipped to perform their duties. His leadership and knowledge of EMS-specific supply needs have been instrumental in maintaining inventory control, preventing shortages, and supporting seamless daily operations at the stations Lieutenant Jason Frisbie was honored with the 2025 Paramedic of the Year Award. He maintains strong professional partnerships with emergency room staff, demonstrates a proactive leadership role on every call, and consistently receives outstanding feedback from patients.

Firefighter Cancer Initiative Catalyst Award

PBCFR District Chiefs Bob Kropa and Neal Niemczyk, along with retired Division Chief Vicki Sheppard and retired Battalion Chief Sam Eaton, received the Catalyst Award at the 2025 International Fire Service Cancer Symposium. Presented by the University of Miami's (UM) Sylvester Comprehensive Cancer Center's Firefighter Cancer Initiative, the award recognizes those who have made significant contributions to reducing cancer risk within the fire service. An initial request by PBCFR's FACE Team led to UM's research into firefighter cancer risks.

State Fire Marshal Visits PBCFR

Florida State Fire Marshal and Chief Financial Officer Jimmy Patronis visited PBCFR's Headquarters (HQ) for a close look at the equipment used by PBCFR's Urban Search and Rescue (USAR) Team. The equipment proved invaluable during search and rescue efforts following Hurricane Milton's tornado outbreak in PBC and on the west coast of Florida in the wake of Hurricane Helene. While at HQ, Patronis also toured the Firefighter Recruit Academy, where he observed recruits practicing with saws on hurricane-impact glass. Senator Gayle Harrell, Representative Mike Caruso, County Commissioners Michael Barnett and Sara Baxter, and County Administrator Verdenia Baker also attended.

Governor DeSantis Signs House Bill 929

On June 5, 2025, Governor Ron DeSantis signed legislation that enhances health and safety protections for Florida's firefighters. House Bill 929 updates the Florida Firefighters Occupational Safety and Health Act by expanding its coverage to include not only physical hazards but also occupational illnesses and mental health challenges commonly encountered on the job. The new measures introduce comprehensive standards to limit exposure to toxic substances, address mental health concerns, and limit firefighter shifts to 42 hours per week to reduce burnout. With these updates, the legislation aims to improve working conditions and expand mental health support for Florida's firefighting professionals.

Fire Service Day in Tallahassee

Employees from PBCFR and PBC Officers from IAFF Local 2928 attended the second annual Fire Service Day at the Capitol. Many elected officials, including Representative Mike Caruso, Senator Gayle Harrell, and Representative Danny Alvarez, visited the PBCFR booth showcasing the exciting initiatives happening at PBCFR.

Florida's 2025 Legislative Session

Representatives from the Board of County Commissioners (BCC), the County Administrator's Office, PBCFR Executive Staff, and IAFF Local 2928 met with state officials at the start of the legislative session to discuss key community priorities and advocate for critical needs. The visit aimed to strengthen partnerships and support initiatives that benefit PBC residents and visitors.

Vehicle in Canal Along F Road 01/05/2025

During evening hours, a vehicle rolled into a canal along F Road in Loxahatchee Groves. PBCFR worked with PBSO to rapidly remove the person from the submerged car, assist them out of the canal, and up the steep embankment. The patient was flown by Trauma Hawk to the nearest Trauma Center.

The Operations Division is responsible for providing emergency services to the community. Operations is the largest division of PBCFR and is divided geographically into nine Battalions. PBCFR operates 51 fire stations throughout the county, with a minimum daily staffing of 352 personnel on duty at all times. PBCFR is an "all-hazards" department capable of responding to everything from a minor medical call to a regional natural disaster. All personnel are cross-trained in firefighting and EMS, ensuring efficient fire suppression delivery, technical rescue, vehicle extrication, and emergency medical care.

Special Operations

PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, which respond to emergencies county-wide. Special Operations technicians receive continual training to maintain readiness in disciplines including:

- Hazardous Materials Response
- High Angle Rescue
- Confined Space and Technical Rescue
- Trench Rescue
- Dark Water Dive Rescue
- Large Animal Rescue
- Advanced Automobile Extrication
- Structural Collapse Rescue
- Explosive Ordnance Disposal (with PBSO)
- Toxicology and WMD Antidote Medications (Special Ops Only)

Aircraft Rescue & Firefighting

PBCFR provides Aircraft Rescue and Firefighting (ARFF) and EMS services for Palm Beach International Airport (PBIA) from Station 81. PBIA's number of passengers was over 8.5 million during the past fiscal year. The crews at Station 81 are trained for emergencies in the airport terminals, airfield, and both commercial and general aviation aircraft. This station is equipped with four specialized vehicles, also known as "Crash Trucks" or "Dragons," capable of delivering high volumes of water and foam in an emergency landing of an aircraft.

Personal Rescue Watercraft

Four Personal Rescue Watercrafts (PRWCs) are available to assist land-based crews during incidents such as drownings and other open water emergencies, many of which occur along the beach in PBC. These units are strategically positioned at two of PBC's busiest inlets, with two PRWCs assigned to Station 18 near the Jupiter Inlet and two at Station 37 near the Boynton Beach Inlet. PBCFR provides rigorous training to develop personnel into proficient PRWC operators and highly skilled rescue swimmers.

Trauma Hawk – Air Rescue

PBCFR paramedics and flight nurses rapidly transport critically ill and injured patients from the scene of an incident or from one facility to another to reduce travel time and increase survival rates. Critical patients may be transported by one of two Trauma Hawk helicopters. The two Trauma Hawk helicopters are owned and operated by the Health Care District of Palm Beach County. PBC is home to two Level 1 Trauma Centers located at Delray Medical Center and St. Mary's Medical Center. A Level 1 Trauma Center is capable of providing total care for every aspect of injury - from prevention through rehabilitation.

Drone Program

PBCFR's Drone Program enhances the effectiveness of emergency response efforts by providing real-time aerial views (to include thermal imaging) and a secure live video feed to execute quick, informed decisions. Drones assist in hazmat incidents, search and rescue missions, canal vehicle recoveries, fires, aviation emergencies, train derailments, open water incidents, and post-hurricane damage assessments.

URBAN SEARCH AND RESCUE

The Urban Search and Rescue (USAR) team is a highly specialized unit trained to respond to a wide range of complex emergencies such as: structural collapses, water rescues, trench and rope operations, vehicle and machinery extrications, and confined space rescues. Within the team is a dedicated Swiftwater unit, staffed by expert personnel equipped with boats capable of operating in fast-moving, debris-filled waters. These capabilities allow the team to conduct lifesaving missions during severe weather events, floods, building failures, and other critical incidents across PBC.

In August 2025, the Florida Division of Emergency Management (FDEM) assessed PBCFR's USAR team on readiness, operational depth, documentation accuracy, and alignment with national standards. The USAR team received a Type 3 designation, recognizing its regional capabilities in collapse rescue, rope and trench operations, K9 search, and support from medical doctors and structural engineers.

The Swiftwater unit achieved a Type 1 designation, the highest level typically deployed nationwide. This designation reflects the unit's advanced medical certifications, technical rope rescue proficiency, and capacity to conduct and coordinate complex operations using specialized resources, such as helicopters. To maintain these standards, the team has formal agreements in place ensuring access to necessary professional disciplines and meeting state requirements for mobilization and sustained operations. The teams train regularly with county and regional partners, integrate with emergency operations, and maintain equipment inventory for rapid, sustained deployment.

PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, that respond to emergencies throughout Palm Beach County. Special Operations technicians receive continual training to maintain readiness in several specialized disciplines.

Hazardous Materials Response

PBCFR's two HAZMAT Teams are skilled in the detection and mitigation of chemical, biological, radiological, nuclear, explosive (CBRNE) emergencies and accidental releases. The HAZMAT Teams acquire expertise and complete training that exceeds the National Fire Protection Association (NFPA), FEMA, and the State Specialized Emergency Response Program's standards. PBCFR maintains high levels of safety on HAZMAT incidents by utilizing up-to-date equipment and training.

Dark Water Dive Rescue

PBCFR maintains four dive teams skilled in underwater rescue, capable of responding during extreme conditions such as zero visibility and night dives. Dive teams are equipped with dry suits and advanced communication systems to facilitate quick and safe rescues. PBCFR divers are trained to the highest nationally recognized levels and capable of deploying quickly underwater within minutes.

Explosive Ordnance Disposal (EOD)

PBCFR works closely with the Palm Beach Sheriff's Office (PBSO) EOD (Bomb Squad) to mitigate potentially explosive or unknown package emergencies. Several of PBCFR's Special Operations teams deploy along with EOD to provide EMS, detection and research of unknown substances. A Rapid Intervention team is also deployed to rescue Bomb Squad technicians if necessary.

Large Animal Rescue

PBCFR's Special Operations teams are capable of rescuing animals of any size, including horses, large dogs, and farm animals. With the proper equipment and training, PBCFR's Special Operations teams can rescue animals from water bodies, mud, or other situations. They can also initiate necessary medical treatment until a veterinarian arrives.

Technical Rescue

PBCFR's two Technical Rescue Teams (TRT) are comprised of 80 members, highly-skilled in response to major vehicle accidents, high angle rescue with rope equipment, confined space rescue, structural collapse, and trench rescue. Each member has achieved the designation of "Rescue Specialist" by completing rigorous training required by Florida's State Fire Marshal's Office. Additionally, PBCFR's TRT has completed necessary training and equipment acquisition to meet the standards to qualify as a State Urban Search and Rescue (US&R) team. US&R Teams can be deployed throughout the state of Florida to assist in mitigation of all types of disasters, such as building collapses and hurricanes.

MEDICAL SERVICES

The Medical Services Division oversees all medical care, emergency medical training, and Mobile Integrated Healthcare (MIH) services for PBCFR. The Division ensures personnel are trained and prepared to provide exceptional prehospital care and treatment. PBCFR responds to all emergency incidents, ranging from medical calls to traumatic injuries. The Division collaborates with healthcare experts at the local, state, and national levels to develop innovative, evidence-based medical protocols. Continuous research and evaluation of new medical equipment allow the Division to implement protocols and procedures that enhance patient care.

Medical Directors

To ensure the highest level of care, PBCFR has a team of nine Medical Directors who actively participate in training, continuing education, and the advancement of PBCFR's Paramedics and Emergency Medical Technicians (EMTs). These experienced professionals work alongside paramedics and EMTs, responding to emergency calls in the field on a weekly basis. By incorporating research-validated practices, their expertise contributes to maintaining exceptional standards in prehospital patient care.

Mission: Lifeline® EMS Recognition

PBCFR has received the American Heart Association's Mission: Lifeline® EMS Gold level achievement award two years in a row, for its commitment to offering rapid and research-based care to people experiencing the most severe form of heart attacks and strokes.

LOXAHATCHEE EMS CALL STATISTICS FY 25

12
Trauma Alerts

0
Sepsis Alerts

338
Patients Transported

2
STEMI Alerts

1
Stroke Alert

Specific incidences involving strokes, heart attacks, septic shock, or trauma are categorized as "Alerts." A unique criterion defines and classifies different alert types. When a patient meets alert criteria, trained personnel rapidly treat and expedite transport. While in transit, the receiving emergency care facility is notified of an alert via radio; this allows emergency care providers to prepare for receiving a critical patient.

- ***Trauma Alert*** - Rapid recognition and notification of severe, potentially life-threatening traumatic injury.
- ***STEMI Alert*** - Specific criteria indicate a patient suffering from a heart attack or STEMI (ST-Elevation Myocardial Infarction).
- ***Sepsis Alert*** - Signs and symptoms identified consistent with septic shock, a life-threatening condition caused by a severe infection.
- ***Stroke Alert*** - Rapid onset of signs and symptoms associated with hemorrhagic strokes (brain-bleeds) and ischemic strokes (vessel occlusion in the brain) identified.

710
Cardiac Arrest Cases County-Wide

25.1%

of cardiac arrest cases County-wide regained a heartbeat

***Florida State average: 24.9%**

** Florida Department of Health*

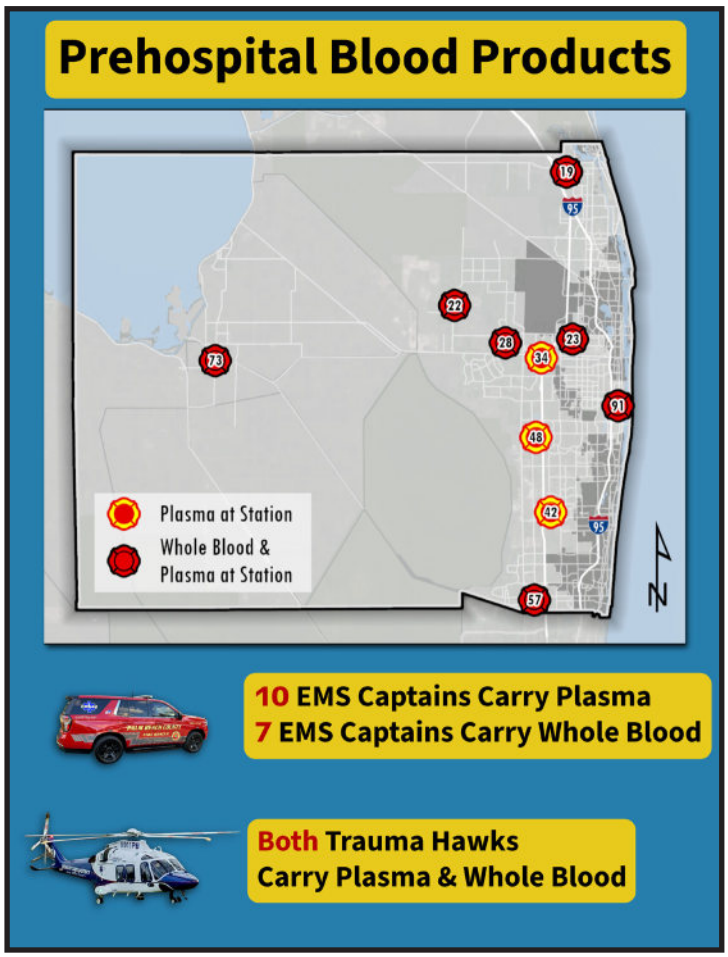
12.8%

of cardiac arrest cases County-wide were discharged from the hospital alive (91 patients)

** The Cardiac Arrest Registry to Enhance Survival (CARES) average is 9.2%*

Blood Product Transfusion Program

The Blood Product Transfusion Program was established to enhance survival rates of patients experiencing severe bleeding. The program launched with whole blood transfusions in July 2022, marking a significant advancement in prehospital care. In December 2024, PBCFR expanded the program by introducing field-administered plasma, becoming the first agency in PBC to do both. PBCFR remains one of the few emergency services nationwide capable of providing this advanced standard of care. Research has identified two critical actions that can improve a bleeding trauma patient's survival odds: controlling the bleeding and replacing lost blood. Enhancements to PBCFR's protocol include treating patients with tranexamic acid and calcium chloride. Both medications have been shown to reduce mortality in trauma patients. Emerging research suggests that administering plasma to patients with traumatic brain injuries may initiate the brain's reparative process, further improving patient outcomes. PBCFR's Medical Services team has actively shared best practices for whole blood transfusion nationwide, contributing to the advancement of prehospital trauma care across the country.



Inventor of the LifeFlow Device Recognizes PBCFR

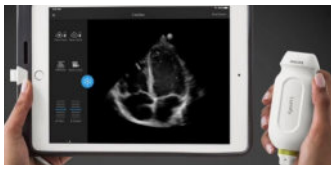
Dr. Mark Piehl, pediatric critical care physician and inventor of the LifeFlow device, recently visited the Health Care District of Palm Beach County's Trauma Hawk Aeromedical Hangar to recognize several members of PBCFR for their adoption of his innovative technology. The LifeFlow device is a hand-operated system designed to deliver a unit of whole blood in approximately two minutes, three times faster than traditional methods. Dr. Piehl presented PBCFR personnel with challenge coins and a letter of recognition honoring their efforts to improve patient care.

LIFE-SAVING INNOVATIONS

Lucas 3

The LUCAS 3 is a mechanical chest compression device that assists in delivering high quality, guideline-consistent chest compressions to sudden cardiac arrest patients. The device was designed for use in the field, en route, and in a hospital. PBCFR has prioritized equipping all engines and rescues with a LUCAS 3 device.

Ultrasound



The ultrasound device is a solution that supports high-resolution imaging of the abdomen, cardiac function, lungs, OB/GYN function, and focused assessment with sonography in trauma. All PBCFR EMS Captain vehicles carry an ultrasound device, which is compatible with smart mobile devices.

GlideScope Go 2

Now standard on all PBCFR Rescues and EMS Captain vehicles, the GlideScope Go 2 ensures high-resolution airway visibility in any environment. This portable video laryngoscope improves airway management and first-attempt success when establishing an emergency airway. It features an intuitive interface, anti-fog technology, dynamic light control, and ambient light reduction for clear airway views. Integrated tools support continuous quality performance by identifying areas for improvement.

Kosmos Mobile AI-Driven Ultrasound

The Kosmos Mobile is a portable ultrasound built for critical care settings, offering multi-organ, lung, abdominal, and cardiac scans at the point of care. Advanced Artificial Intelligence (AI) enhances cardiac imaging, labels anatomy, identifies views, and auto-calculates key measurements, helping EMS Captains quickly diagnose and treat critical patients.

Hamilton T1 Ventilator

The Hamilton T1 is a full-featured Intensive Care Unit (ICU) ventilator for use in and out of the hospital. It can ventilate patients ranging from newborns to adults and provides visualization of lung mechanics, as well as monitoring the patient's ventilator dependence. Using Adaptive Support Ventilation it automatically adjusts to each patient's needs in real time, allowing EMS Captains to deliver safer, more personalized care.

Medications:

- Esmolol - used to treat refractory ventricular heart rhythms when a patient is in cardiac arrest
- Rocuronium - a paralytic used to facilitate intubation in a critically ill patient
- Cyanokit - used to treat suspected cyanide poisoning secondary to fires in enclosed spaces
- Nitroglycerin Infusion - used to treat acute heart failure with hypertension
- Antibiotics - used to treat sepsis and open fractures on-scene to increase patient survivability
- Whole blood - used to improve the survival rate of bleeding patients
- Plasma – used for traumatic brain injuries, stabilizes blood pressure, supports clotting, and can promote early brain tissue repair

Procedures:

- Finger Thoracostomy - used in an emergency setting to decompress a suspected tension pneumothorax or hemothorax
- Double Sequential External Defibrillation - used to treat refractory ventricular heart rhythms not responding to traditional electrical therapy
- Delayed Sequence Intubation - designed to slow down the traditional intubation process to prioritize oxygenation and blood pressure stabilization ensuring a safe and secure airway
- Distal Femur Intraosseous Access Site - primarily used to administer medications to pediatric patients in cardiac arrest

PBCFR's MIH program enhances the EMS approach by assisting patients with social services and medical needs after their 911 call. The MIH team consists of paramedics and medical social workers who support patients and families by empowering them with the proper means to improve their health and wellness. MIH programs include:

High Frequency Utilizer & Chronic Disease Management

Ensures patients receive the care and resources needed to reduce reliance on EMS and enhance their safety, wellness, and quality of life. It provides care coordination, health education, and disease management strategies to patients who live with chronic diseases while supporting them in adjusting to their health issues.

Addiction

Patients who have recently experienced an addiction-related 911 call and are living with an alcohol or substance use disorder are offered education and connections to either harm-reduction or recovery programs.

Pregnancy Outreach

Connects pregnant teens and women to prenatal care and pregnancy/childbirth resources.

Cardiac Arrest Survivor Outreach

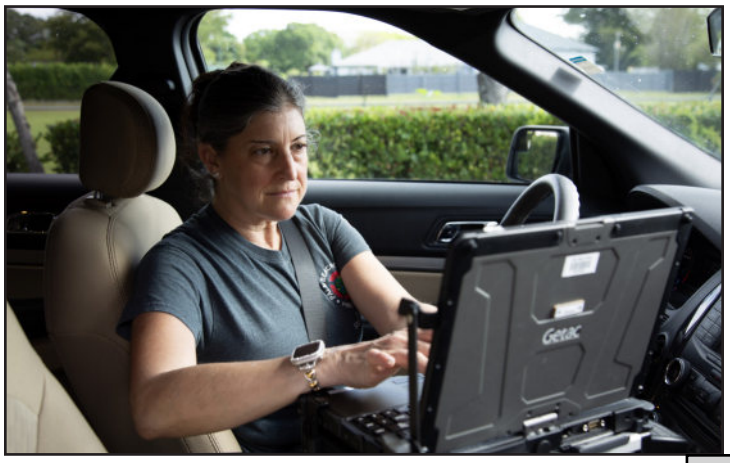
Provides cardiac arrest survivors and their families with emotional support and other resources. Patients are also provided an opportunity to reunite with the EMS crew who cared for them.

Pediatric and Adult Grief Support

Connects families to grief support and other resources after a loss.

Fall Intervention Program

This program allows patients who are already experiencing falls to increase their independence and safety by reducing the risk of future falls and traumatic injury or death. MIH members reach out to patients within 24 hours of a fall to provide immediate fall intervention support and can facilitate a home visit if needed. The MIH team provides fall prevention resources and education to patients, and those seen in their home receive a fall prevention kit, including grip socks, to promote safety. The fall intervention program is active in PBCFR service areas experiencing the highest number of fall calls.



PBCFR Launches Mobile Bunker Gear Exchange Program

In 2024 PBCFR started a pilot program to introduce an innovative Mobile Bunker Gear Exchange Program designed to streamline the replacement of contaminated firefighting gear following fire exposures. This state-of-the-art mobile unit is stocked with a full inventory of bunker gear and accessories, allowing firefighters to exchange contaminated equipment on-site, whether at fire stations or emergency scenes. The program minimizes downtime and ensures personnel have access to safe, clean, and fully functional gear without disrupting operational readiness. By reducing firefighters' exposure to harmful contaminants and accelerating gear replacement, PBCFR reinforces its strong commitment to the health, safety, and wellness of its operational personnel.

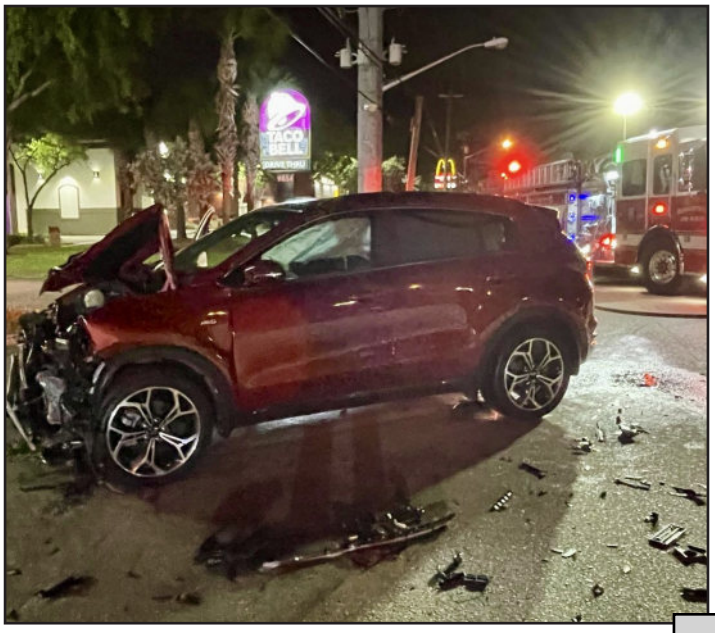
Advanced Life Support and Technical Rescue Squads

In 2025, PBCFR enhanced its service delivery by adding two new Advanced Life Support (ALS) Technical Rescue Team (TRT) Squad vehicles. These units were strategically placed at Stations 44 and 73 to serve their surrounding communities. These new squads significantly expand PBCFR's technical rescue capabilities. In addition to primary fire suppression and advanced life support functions, the ALS/TRT Squads are equipped to perform vehicle, machinery, and high-angle rescues, as well as dark water and dive operations. These units also provide critical support during confined space, structural collapse, and trench rescue incidents.

VEHICLE ACCIDENTS

PBCFR responded to 94 vehicle accidents within the Town of Loxahatchee Groves during FY 2025, 15% of the total calls dispatched. Accidents that occur on interstates and highways are often more severe than those that occur on roads with lower speed limits and require additional units to respond. They require an additional engine to protect first responders by blocking traffic and many require extrication equipment. Vehicle extrication is the process of removing a vehicle from around a person who has been involved in a motor vehicle collision when conventional means of exit are impossible or inadvisable. Extrication must be approached delicately to minimize injury to the victim. PBCFR equips every engine and aerial truck with the hydraulic rescue tools required to safely extricate patients.

Several unique hydraulic rescue tools are often collectively referred to as the “Jaws of Life." Each tool is designed to complete a specific function such as spreading, cutting, pushing, pulling, lifting, or stabilizing. Hydraulic rescue tools use pressurized fluid for high-power operation, force that enables them to manipulate the durable engineered metal alloys vehicles are built with. Stabilization equipment keeps heavy vehicles from moving and rolling. PBCFR’s pneumatic stabilizing struts can support over 20,000 pounds each and lift up to 10 tons.



During FY 2025, PBCFR dispatched crews to 38 fires in the Town of Loxahatchee Groves. This includes structure fires, vehicle or boat fires, brush fires, and trash fires. Structure fires are located inside a building and can be categorized as high-rise, commercial, apartment, or residential. These types of fires have the most potential to threaten life safety and can result in significant property loss. PBCFR is prepared to respond to each type of structure fire call with adequate personnel and equipment to mitigate damage as quickly as possible. Therefore, a working structure fire receives a minimum of ten units and 25 personnel.

PBCFR enforces strict adherence to the NFPA 1 and 101 fire prevention code and use of smoke detectors, minimizing human casualties and property loss. PBCFR also administers an outreach program that offers smoke detector installation in homes of those who are unable due to physical or monetary needs.

PBCFR WORKING STRUCTURE FIRE RESPONSE	
UNITS DISPATCHED	**NUMBER OF PERSONNEL**
3 ALS Engines	9
3 ALS Rescues	9
1 ALS Aerial	4
1 EMS Captain	1
1 Battalion Chief	1
1 District Chief	1
10 Total Units	**25**

The Training & Safety Division offers year-round instructional opportunities to support the professional development of PBCFR operational personnel. This includes training for new hires in the Recruit Academy, compliance with state and national training standards, and ongoing or specialized instruction. The Division also ensures operational staff maintain their required technical certifications. Various classes are conducted at fire stations and at the department's headquarters, located at the Chief Herman W. Brice Fire Rescue Complex in West Palm Beach. Additionally, safety alerts and online training modules are regularly distributed to keep personnel informed with timely and essential updates. This Division also processes requests from operational personnel who wish to pursue higher education at local colleges and state universities.

Training Classes Offered

- National Fire Protection Association (NFPA) 1/101 Update
- Incident Command Systems for Expanding Incidents
- All-Hazards Incident Management
- Special Operations Candidate School
- Statewide Emergency Response Plan
- Advanced Cardiac Life Support and CPR
- Pediatric Advanced Life Support
- Tactical Emergency Casualty Care
- Florida Urban Search & Rescue
  - · Structural Collapse
  - · Confined Space
  - · Trench
  - · Rope Rescue
  - · Vehicle Machinery Rescue
- Florida Fire Inspector Series I
- Live Fire Training Instructor
- Florida Fire Officer Series I
- Florida Fire Officer Series II
- FEMA Strike Team Leader
- Search Culture
- Ocean Rescue Ops
- LP Gas Emergencies
- Electric Vehicle Training
- Elevator Emergencies
- Driver Candidate School
  - · Refresher Driver School
  - · Emergency Vehicle
- Aerial Operations
  - · 100' Aerial Program
- Dive Rescue
  - · Open Water Dive
  - · Advanced Water Dive
  - · Emergency Response Diver

TRAINING FACILITY

Training Tower

PBCFR's Training complex, located at the Chief Herman W. Brice Fire Rescue Complex sits on 56 acres of land. The Administration building in the Complex consists of offices, classrooms, and a video production studio. The training area includes a seven-story high-rise tower, burn building, fire behavior/flashover training prop, a liquid petroleum gas field, roof prop for vertical ventilation, forcible entry, impact window prop, emergency vehicle operating course, enclosed SCBA confidence course, Florida USAR training course, VMR/extrication pit, medical simulation lab, and more.

Vertical Ventilation Prop

Burn Building

The Emergency Management (EM) Division is committed to reducing vulnerability to hazards and minimizing the impact of disasters through preparation, response, and recovery. The EM Division participates in various committees, teams, and work groups at local, state, and federal levels to support Homeland Security and a safer PBC.

The EM Division develops and modifies response plans for the following:

- Severe Weather Events
- Civil Disturbances
- Command Team Activations
- Continuity of Operations Plans
- Incident Action Plans (IAP)
- Comprehensive Emergency Management Plans
- Disaster Deployment Policy & Procedure
- Presidential Motorcade & Dignitary Detail IAPs
- Security Plans during Presidential Elections

PBCFR's EM Division works closely with PBC Directors of Public Safety, County Emergency Management, and the Palm Beach Regional Fusion Center to coordinate strategic intelligence and strengthen interagency collaboration.

Emergency Services Branch

Emergency Support Function (ESF) annexes were mandated by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and outline the roles, responsibilities, and procedures for coordinating federal, state, and local agencies during presidentially declared emergencies or disasters. When the PBC Emergency Operations Center (EOC) is activated, the EM Division assumes leadership and oversight of ESF annexes for firefighting and search and rescue. Support and coordination are also offered to law enforcement. Unit leaders serve as liaisons between the EOC and field operations to support and coordinate public safety, shelters, healthcare, EMS, and other operational sectors to ensure a unified and effective emergency response.

Disaster Deployment Assistance

The Emergency Management Coordinator ensures disaster deployment readiness by maintaining accurate rosters, confirming training compliance, and preparing personnel for responses. As the host agency, PBCFR provides administrative, financial, and logistical support for the Southeast Florida Regional All-Hazards Incident Management Team (AHIMT). PBCFR also represents PBC in the Florida Statewide Emergency Response Plan, making sure that mutual aid Strike Teams are ready to respond under the Statewide Mutual Aid Agreement.

Domestic Security Preparedness

The EM Division plays a crucial role in the Southeast Florida Regional Domestic Security Task Force for Region 7. This multi-agency task force, coordinated by the Florida Department of Law Enforcement, includes representatives from fire rescue, emergency management, law enforcement, hospitals, and public health entities. PBCFR supports planning, training, and regional coordination for complex threats and high-risk events while helping to safeguard community resilience.

Training and Exercises

Emergency responses to large-scale incidents in PBC require strong unified command partnerships between law enforcement, fire rescue, and emergency management. PBCFR leads and participates in a wide range of training exercises designed to strengthen interagency command capabilities and reinforce operational readiness. Exercises include:

- EOC drills and command staff briefings
- Active Shooter/Hostile Event Response (ASHER)
- Regional Hazardous Material (HazMat) scenarios
- Tornado/severe weather response exercises

HURRICANE MILTON TORNADOES

On October 9, 2024, hours before Hurricane Milton's severe weather was expected, PBCFR responded to an EF3 tornado with estimated peak winds of 140 mph spanning nearly 20 miles throughout the department's service area. The first call for assistance came from Wellington involving ten people, including a baby, trapped inside a collapsed house. The caller told dispatchers a tornado had completely destroyed their house. Over the next hour and forty minutes, more than 120 tornado-related 911 calls were received. The incidents started in Wellington and moved northward through Loxahatchee, the Acreage, Palm Beach Gardens, and Jupiter Farms. PBCFR dispatched more than 56 units in response to these calls. The tornado outbreak resulted in seven transports, including three trauma alerts. Fortunately, no lives were lost in Palm Beach County during this historic event.

Existing Inspections

The Existing Inspections Branch conducts inspections to ensure compliance with the Florida Fire Prevention Code and any local amendments implemented by PBC.

Responsibilities:

- Conduct field inspections of new and existing occupancies
- Prepare inspection reports
- Research, apply, and enforce applicable fire codes and standards
- Investigate and resolve complaints
- Participate in Code Enforcement and Special Magistrate legal proceedings with county and municipal authorities, including preparing and providing all required documentation to support cases. Review Comprehensive Emergency Management Plans
- Conduct annual hurricane safety inspections
- Conduct field inspections for businesses, multi-family residential communities, healthcare facilities, commercial structures, etc.
- Conduct permit reviews and field inspections for special events, fireworks displays, concerts, and food trucks
- Review and enforce fire protection system requirements
- Review emergency management plans to ensure hurricane preparedness and conduct pre/post-storm assessments
- Collaborate with fire operations and the Community Risk Reduction Division initiatives

Plan Review and New Construction

The Plan Review and New Construction Branch reviews fire-related construction plans for compliance with the Florida Fire Prevention Code and inspects all construction phases to ensure code adherence. In addition, this branch determines the necessary water supply for firefighting operations and ensures access roads meet conditions necessary for firefighting apparatus.

Investigations

The Investigations Branch is responsible for determining the origin and cause of fires, as well as conducting explosion analysis. When a fire is determined to be arson, the Investigations Branch initiates a criminal investigation and presents the case to the State Attorney's Office for prosecution. All Fire Investigators are certified through the State of Florida, the International Association of Arson Investigators, and the National Association of Fire Investigators. Additionally, they are sworn law enforcement deputies and may testify in both federal and state courts, hearings, and depositions.

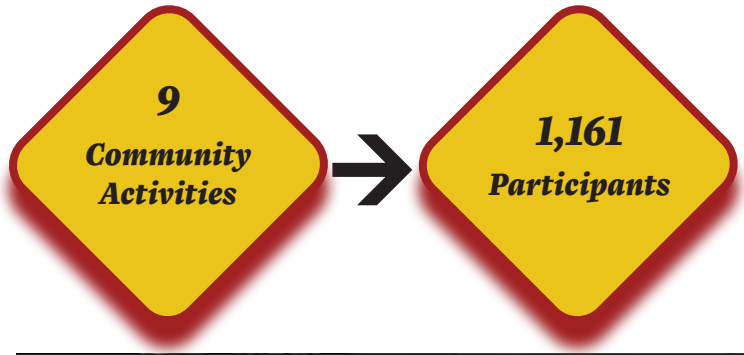
If you have any information related to an arson case, please contact Crime Stoppers of Palm Beach County at www.crimestopperspbc.com.

Community Education

The Community Education and Outreach Branch provides intervention strategies to prevent injuries and lives lost due to fire and other hazards.

Educational Courses Offered:

- Babysitter Safety: Hazards in the Home
- Basic First Aid
- Fall Prevention
- Fire Safety
- Bleeding Control: Stop the Bleed
- Carbon Monoxide (CO) Poisoning Prevention
- Fire & Emergency Evacuation Training
- Fire Extinguisher Training
- Fire Station Tours
- Hands-Only CPR and AED
- Hurricane Safety
- Injury Prevention
- Golf Cart Charging Safety
- Lithium Battery Safety



Services and Programs

Smoke and CO Alarm Installation

The program offers smoke and CO alarm installation to eligible residents. Bedside fire alarm clocks with shaker devices and smoke alarms with strobe lights are also available for individuals who have impaired hearing. For questions about eligibility and installation appointments, residents can call 561-616-7049.

CRRD, in partnership with PBCFR's Reserve Battalion and the American Red Cross South Florida Region, successfully completed the 2023–2025 FEMA Fire Prevention and Safety Grant Project. During this period, the teams installed 1,581 combination smoke/CO alarms, visited 434 homes, and reached 1,055 residents.

Child Passenger Safety

CAR SEAT HELP

PBCFR's nationally certified Child Passenger Safety Seat Technicians help caregivers properly fit and install car seats. Appointments can be scheduled using the online car seat scheduler at www.pbcfr.org. The information is available in English, Spanish, and Creole. Scan the QR Code for more information.

Youth Firesetting Prevention & Intervention

When a child is showing signs of firesetting behavior, intervention is crucial. This program consists of an intake, interview, and fire safety workshop. Participants will also receive individual and family counseling free of charge with Palm Beach County Youth Services Division. Call 561-616-7033 for more information.

Yellow Dot Program

The yellow sticker provided to vehicle owners, alerts EMS and law enforcement that a Yellow Dot form is in the glove compartment. The completed form contains personal health information to reference if a patient is unable to speak when medical attention is needed.

Vial of Life

Encourages residents to list their essential medical information on a piece of paper attached to their refrigerator. If 911 is called and the resident is unable to speak, PBCFR can reference the Vial of Life and provide informed medical attention.

"Save Our Pets" Decals

If residents are not home at the time of an emergency, the decal on the front door conveys to emergency responders the number of cats, dogs, and other animals inside the home.

Home Safety Survey

The Community Education and Outreach Branch can help assess and identify fire or slip and fall hazards in the home and offer solutions for mitigation.

Drowning Prevention Coalition

The Drowning Prevention Coalition provides complimentary services to educate the public on water safety and basic rescue techniques to reduce drowning and other water-related incidents in PBC.

Services Include:

- Land or virtual-based water safety programs tailored for daycares and Pre-K through high school-aged students in private and public schools
- Adult water safety programs for businesses, non-profit organizations, senior groups, etc.
- Educational display at health and safety fairs
- Free or reduced-cost swim lessons to underprivileged and special needs children ages 2 through 12 and their immediate caregivers

Loxahatchee Groves Inspection Activity Summary

EXISTING INSPECTION SERVICES	
ACTIVITY	**COUNT**
Re-inspect	56
Annual	32
Knox Box	6
Annual Business/Mercantile	4
Code Enforcement	1
AHJ Notification	1

CONSTRUCTION SERVICES	
ACTIVITY	**COUNT**
Plans Review	62
Fire Department Final (Complete)	15
Fire Alarm Test (Complete)	11
Fire Sprinkler Pressure Test Above (Complete)	6
Fire Framing (Complete)	6
Fire Alarm Final	5
Fire Sprinkler Final (Complete)	4
Fire Sprinkler Head Relocation (Complete)	3
Fire Preliminary Site Inspection	3
Generator Test	2
Area of Refuge (AOR)	1
Fire Sprinkler Pressure Test Above (Partial)	1
Elevator Recall	1
Bi-directional Amplification (BDA)	1
Hydrant Final	1
Fire Framing (Partial)	1

PALM BEACH COUNTY FIRE RESCUE

Your Safety. Our Priority.

Fleet Maintenance

The Fleet Maintenance team budgets, purchases, maintains, and repairs over 550 emergency fire apparatus and support vehicles, ensuring compliance with NFPA standards. Additionally, Fleet oversees the maintenance and inspection of more than 1,000 pieces of support equipment, including stretchers, extrication tools, and small generators. Operating from two locations, the primary facility features 28 bays and is centrally located in the county, while a smaller satellite shop with two bays serves the southern region. In addition to servicing PBCFR's fleet, this section also conducts maintenance on more than 40 emergency apparatus owned and operated by neighboring municipalities. The Fleet Team staffs 20 certified Emergency Vehicle Technicians (EVT), two EVT II certified Foremen, one EVT III certified Fleet Superintendent, and one ASE Master Certified Fleet Director. Each year, the team processes an average of 7,500 work orders, including approximately 800 scheduled preventive maintenance inspections. Fleet Maintenance provides 24/7 support to ensure emergency response vehicles remain ready at all times, crucial to PBCFR's daily operations.

Warehouse & Logistics

Warehouse & Logistics is comprised of three distinct sections: Medical Supplies, Firefighting Equipment/PPE, and Fixed Asset Inventory. Each section plays a vital role in supporting operational readiness and departmental efficiency.

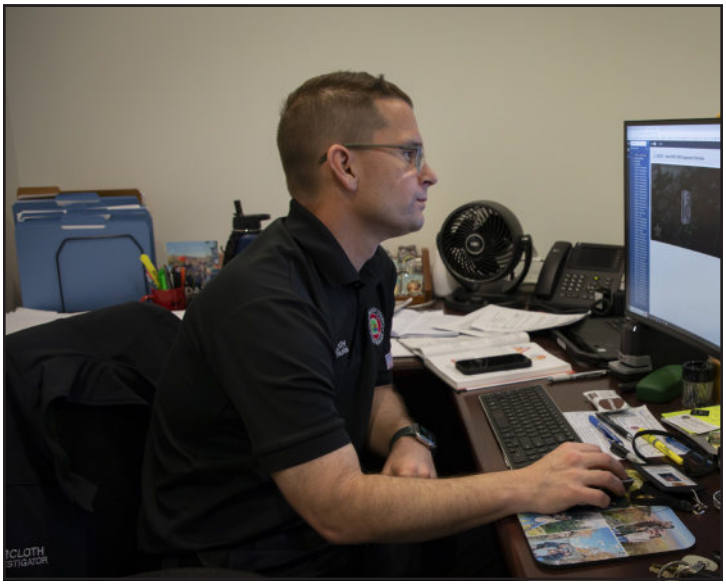
- Medical Supply Warehouse staff are responsible for procuring, managing inventory, and distributing firefighting equipment, medical supplies, pharmaceuticals, and respiratory safety equipment to all PBCFR fire stations across the county. They are also responsible for maintaining hurricane shelter kits.
- Fire Fighting Equipment/PPE Warehouse staff maintain all equipment and tools needed by Operations personnel to provide the highest level of service to the communities served. The section also provides firefighters with bunker gear while maintaining thorough records throughout the equipment's service life.
- Fixed Asset Inventory staff monitor and track over 15,000 capital items with an estimated total value of $125 million, ensuring accountability, compliance with county asset policies, and accurate reporting.

SCBA Shop

The Respiratory Protection Manager and two Specialists ensure that firefighters are equipped with essential gear, including Self-Contained Breathing Apparatus (SCBA), Self-Contained Underwater Breathing Apparatus equipment, compressed air, portable lighting, and gas detection monitors. Operational personnel undergo annual fit testing to verify the effectiveness and proper fit of three different types of respirators: an N95 mask, a half mask, and a full face SCBA mask. The SCBA shop utilizes three stations dedicated to SCBA flow testing. This section conducts preventive maintenance, inspections, and repairs on inventory, including 665 breathing apparatus, 12 stationary and mobile air compressors, 1,800 cylinders, over 1,500 masks, and over 300 gas monitors.

Facilities

The Facilities Section coordinates new construction and remodeling for PBCFR's Comprehensive Fire Station Capital Improvement Program. The Facilities Section manages construction-related responsibilities classified as large capital projects, small capital projects, or preventative maintenance. Large capital projects include new construction and major renovations. Small capital projects consist of existing minor renovations and major repairs. Facilities Technicians complete preventive maintenance and minor repairs at all PBCFR fire stations, Fire Rescue Headquarters, and the Communications Center. During FY 2025, PBCFR launched two large capital projects, the construction of Stations 49 and 92.



Administrative Services

The Administrative Services Division works closely with the PBC Human Resources (HR) Department to hire new firefighters and promote current operational employees. PBCFR employees assist HR as subject matter experts when developing content for promotional exams, providing critical insight into the operational needs of the Department. The Administrative Services Division consists of: Internal Affairs, Records & Resources Bureau, Recruitment & Retention, Payroll, Staffing, Professional Services, Wellness & Engagement, Public Information, and Media Services.

Hiring Process

Each year, PBCFR opens the application process for potential new firefighters for a two-day period. Historically, over 700 applicants have applied during this time. All applicants must meet the required certification standards to be eligible for a firefighter position.

For more information, scan the QR code

PBCFR and HR facilitate communication and coordination throughout the hiring process. Qualified candidates undergo a series of assessments, including written and practical examinations. Those who successfully pass the required tests will advance to the interview stage. Due to the abundance of candidates, interviews are conducted over five days by six panels consisting of three interviewers each.

Promotional Process

PBCFR operational employees are encouraged to advance within the organization. Upon successfully completing written and practical exams, candidates are placed on a ranked list that remains active for two years unless all employees from the list are promoted. Proactive planning is essential to ensure operational readiness and an efficient promotional process.

Internal Affairs

The Internal Affairs Section fairly and impartially investigates any internal or external concerns while following all department policies and procedures. They act as the department liaison to PBSO as well as other local, state, or federal law enforcement agencies. This section also keeps the department informed of any situational awareness issues related to fire resc

Recruitment & Retention

Recruitment & Retention oversees the hiring, promotion, and recruitment processes for a wide range of PBCFR personnel. This section has an emphasis on community outreach to promote the diverse career opportunities available at PBCFR, particularly in the Firefighter EMT/Paramedic roles. They regularly participate in career day events throughout the county, engaging with individuals of all ages who are interested in pursuing a career in fire rescue.

Records & Resources Bureau

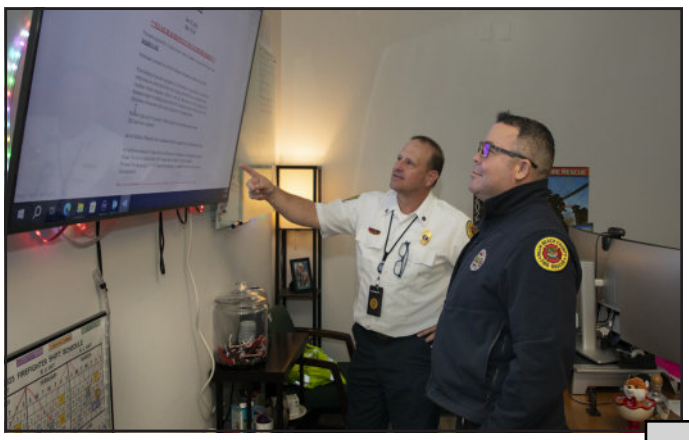
The Records & Resources Bureau serves as the Privacy and Security Officer under the Health Insurance Portability and Accountability Act (HIPAA). The Bureau collaborates with legal entities such as the PBC Attorney's Office and relevant state authorities. It processes subpoenas, public records requests, and ensures all departmental records are handled in accordance with legal and regulatory requirements.

Payroll

The Payroll Section processes bi-weekly pay for over 1,800 PBCFR personnel. It ensures promotions, accruals, and schedule changes are completed accurately and promptly. The section also oversees the supplemental long-term disability program, the configuration and maintenance of pay codes and rules, and conducts audits to confirm compliance with the Collective Bargaining Agreement.

Staffing

Staffing Officers oversee multiple aspects of workforce management for more than 1,500 Operational PBCFR employees. Their responsibilities include unit bidding, scheduling adjustments, promotions, new hires, and light duty assignments. They also ensure full compliance with the Collective Bargaining Agreement to support operational readiness and efficiency.



Physical Wellness

PBCFR's Wellness Coordinator and Exercise Physiologist ensure the mental and physical wellness needs of PBCFR's operational employees are met by:

- Evaluating and overseeing the annual fitness assessments of every operational employee
- Directing the daily physical fitness training for each recruit class
- Providing modern equipment and techniques to sustain healthy and capable firefighters
- Facilitating comprehensive care through the Employee Assistance Program (EAP)
- Managing workers' compensation, extended leave, and light duty programs

Annual Wellness Physical

PBCFR prioritizes the mental and physical well-being of its firefighters by requiring an annual wellness physical. This measure ensures personnel maintain peak fitness levels essential for the safety of both the firefighters and the community they serve. The wellness physical is comprehensive, efficient, and designed to support the unique demands of the profession. This approach ensures compliance with NFPA 1582 guidelines. Below is an outline of a full wellness physical for PBCFR firefighters provided by the Palm Beach County Firefighters Health Clinic, LLC:

- Medical history review
- Initial consultation
- Physical examination
- Diagnostic testing
- Post-physical review and recommendations (optional)

Battalion Fitness Workout Sessions

The Battalion Fitness Workout Program was created to offer station crews an engaging way to enhance their physical fitness, promote health and safety on and off the job, and strengthen team cohesion. Led by PBCFR's Exercise Physiologist, the workouts range from beginner to advanced levels and are offered at various fire stations across all PBCFR battalions.

Firefighter Cancer Guidance

In 2019, Florida Statute §112.1816 was enacted by a unanimous vote of both chambers of the legislature and signed into law by the Florida Governor. It aims to alleviate some of the stressors associated with a firefighter's cancer diagnosis. As a response to this Florida Statute, PBCFR and IAFF Local 2928 collaborated in 2024 to create a policy and navigation guide to ensure our employees receive the support and essential information needed should a cancer diagnosis occur.

PUBLIC INFORMATION OFFICE & MEDIA SERVIC

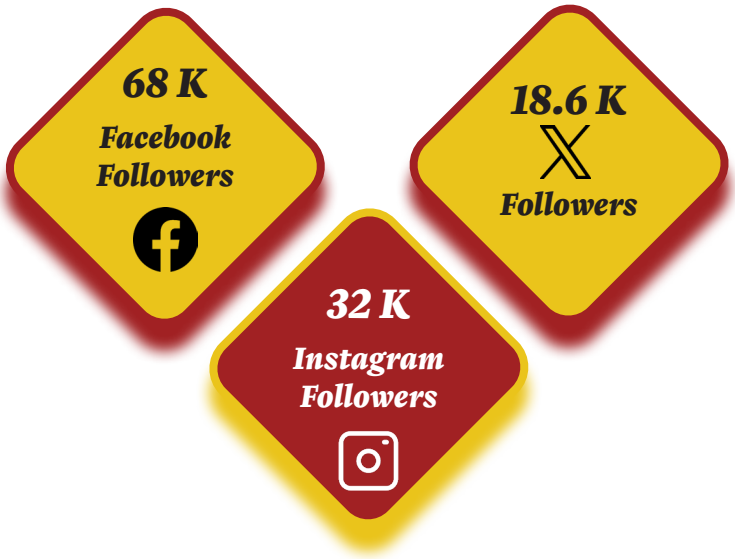
The Public Information and Media Services Team ensures community members are informed, engaged, and connected with PBCFR. The Public Information Office (PIO) is the official line of communication with citizens and the media, delivering information about emergency incidents, public safety, fire rescue services, outreach programs, and more. The PIO goal is to get the "right information to the right people at the right time to make the right decisions." PBCFR's award-winning Media section is instrumental in producing live and public events, creative media and communications, and virtual training for PBCFR personnel to ensure firefighters and paramedics are informed on the latest medical research, equipment, and department advancements. Below are the respective responsibilities:

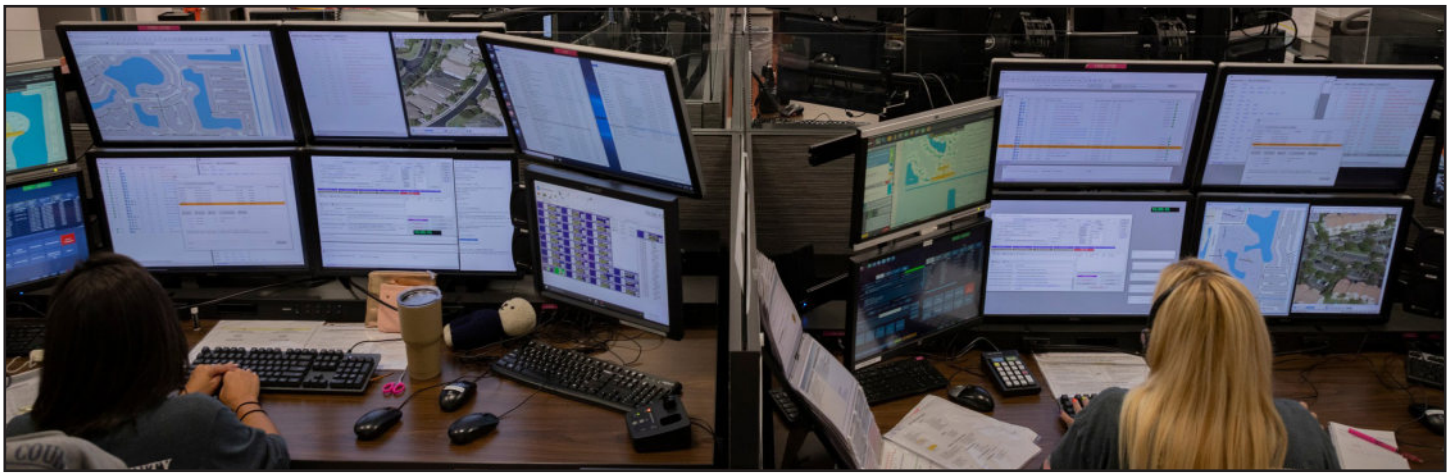
Public Information Office:

- Department publications
- PIO Incident response
- Media interviews
- Press conferences
- Social media content and management
- Internal and external communications
- Department traditions and ceremonies
- Employee and citizen awards programs
- Hurricane and activation command team
- Public outreach campaigns

Media Services:

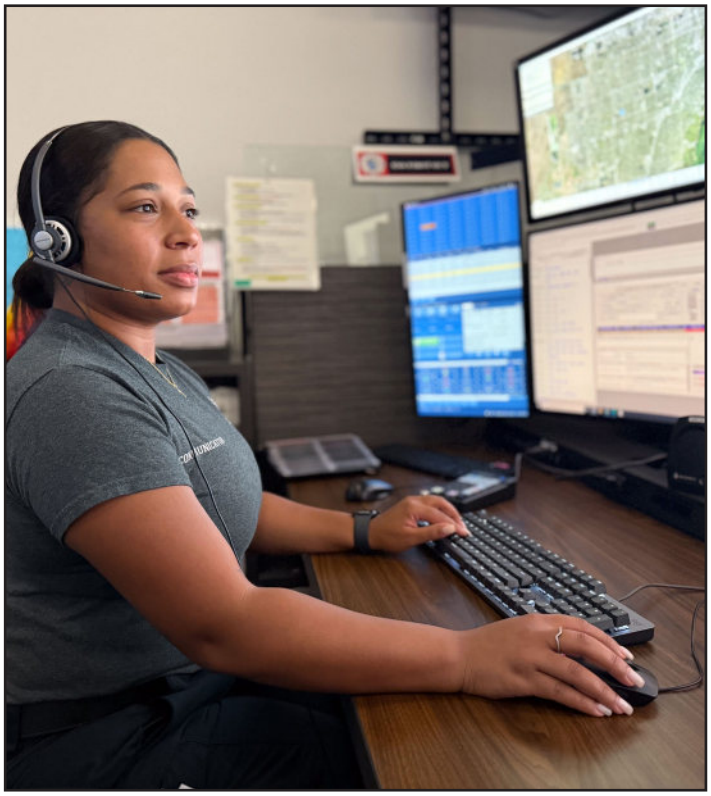
- Video production for training and communications
- Public safety messages
- Social media video content
- Still photography
- Graphic design
- Publications
- Live events
- Virtual and live streaming





911 Communications Center

PBCFR's Communications Center is the largest secondary Public Safety Answering Point in PBC. The Communications Center is a multi-agency operation that handles fire and medical emergency communications for PBCFR and nine municipal fire rescue departments. As an all-hazards fire rescue department, PBCFR's Communications Center annually processes over 400,000 phone calls and dispatches over 233,000 emergency calls. The Communications Center employs 63 Communicator III's and six Call Takers. The Communications Center Leadership Team includes a Communications Center Manager, Quality Assurance Manager, Training Supervisor, Quality Assurance Specialist, and Communicator Supervisors. PBCFR Communicators are certified by the state of Florida as 911 Public Safety Telecommunicators. They are also nationally certified in CPR, Emergency Medical Dispatch, and Fire Service Communications. This training allows them to locate and provide rapid service to 911 callers, offer them life-saving instructions when needed, and assist emergency personnel in the field. PBCFR Communicators operate a complex radio system and a Computer Aided Dispatch (CAD) system that allows them to dispatch, monitor, and communicate with emergency personnel from local law enforcement, fire rescue agencies, hospitals, and aeromedical teams.



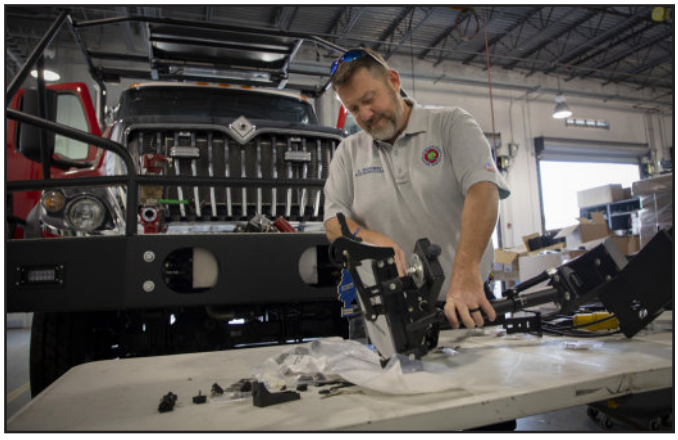
Fire Operations Officer

Fire Operations Officers (FOO) are a crucial link between the Communications Center and the Operations crews in the field. As critical information is received from the Communicators and Call Takers, the FOO may give recommendations to add additional units or change the call type. They monitor calls to aid the on-scene commander with getting additional resources. They communicate daily with Battalion Chiefs to ensure there is proper staffing for each PBCFR station. The FOO also ensures emergency resources are relocated throughout PBC as needed to mitigate potential gaps in coverage.

Radio Shop

The Radio Shop provides 24/7 on-call support for all radios and other wireless communications equipment to all PBCFR stations, including PBIA (Station 81), 30 additional municipal fire stations, the Communications Center, Tactical and Mobile Command Units, and the Health Care District of Palm Beach County's Trauma Hawk. Technical support is provided to surrounding counties and the nine other municipal fire rescue departments sharing interoperable emergency communications. The Communications Coordinator and five Electronics Technicians are responsible for:

- Nearly 2,000 radios
- Over 1,000 pagers
- Ten 800 MHz repeater sites
- Eight pager repeater sites
- Two VHF repeater sites
- Fire station alerting systems (Locution)
- Mobile Data Computers in vehicles
- Mobile Radio installation in all new vehicles



Strategic Initiatives

This fiscal year, PBCFR established a dedicated Strategic Initiatives Division to oversee and coordinate all activities related to department accreditation and external evaluation processes. This new division is tasked with managing the agency's compliance and continuous improvement efforts across three key accrediting bodies: the Commission on Fire Accreditation International, the Insurance Services Office, and the Commission on Accreditation of Ambulance Services. By centralizing these responsibilities, PBCFR is enhancing the department's ability to support strategic planning, data-informed decision-making, and ultimately improve public safety outcomes.

The Planning & GIS Section supply PBCFR leadership with critical insights through extraction and analysis of data collected from all areas of the Department. The Section facilitates data-driven decision-making and evaluation of service levels. Geographic Information System (GIS) are used to visualize, analyze, and understand patterns and relationships of extracted data with spatial context. GIS tools are also essential to maintaining the Computer Aided Dispatch (CAD) system's map and underlying data. Additionally, the Planning & GIS Section is responsible for designing and creating the department's Annual Report and 19 additional reports for each of the municipalities served. The reports highlight PBCFR's annual achievements, provide information about its services, statistics on emergency call volumes, call types, community outreach, and more.

Specific functions of the Planning & GIS Section:

- Plan optimal locations for future fire stations by analyzing service area coverage, historical call data, and anticipated community development to ensure response times meet the needs of a growing population
- Provide detailed data analysis for determining necessary fire station staffing
- Review and comment on the impact of land-use changes, development of regional impact, and annexations on fire rescue services
- Report routine descriptive statistics and data summaries upon request to departmental leadership, the 19 municipalities served by PBCFR and the 13 municipalities dispatched by PBCFR's Communications Center
- Provide cartographic services and spatial analysis for routine and special projects
- Implement improvements to the CAD map, routing functionality, and troubleshoot a variety of reported issues
- Maintain the CAD database, which includes: dispatch protocols/response plans, emergency service zones (ESZs), station order files, neighborhoods, gate codes, units, special address messages, common place names, road closures, pagers, and other notifications
- Conduct annual Community Risk Assessment

Finance

The Finance Section strives for transparency and compliance with standard practices and policies while matching resources to PBCFR's rapidly changing needs and priorities.

The Finance Section is responsible for the following:

- Preparation, management, budget oversight, expenditures, and revenue collections as guided by federal, state, and county requirements in support of the operations of the department
- Procurement of goods and services through responsible use of department resources while complying with the Purchasing Department's requirements and the Office of Equal Business Opportunity
- Preparing specifications for agreements and contracts for direct services, special events, vehicle maintenance, fire inspections, municipal service agreements, agenda items, and hazardous materials incidents in collaboration with the County Attorney's Office
- Analyzes and reviews every element of an activation and/or deployment to assist the department in cost recove

Information Technology Services

Information Technology Services (ITS) delivers technology solutions that support PBCFR and its municipal partners. The division oversees critical functions including application development and assessment, 911 Computer Aided Dispatch (CAD) operations, web administration, network security, domain administration, mobile device management, and inventory control for more than 2,000 devices across the organization.

ITS is comprised of three specialized teams:

- ***Infrastructure Team:*** Manages the hardware that powers PBCFR operations, from cell phones to desktop computers and other essential devices.
- ***Applications Team:*** Oversees software systems to ensure seamless functionality, an optimized user experience, and responsive technical support for end-users throughout PBCFR.
- ***CAD Team:*** Ensures the reliable, always-online operation of the CAD system and its connected applications. The team supports 911 operations across the Communications Center and field responders, including county stations and units serving nine additional municipal fire rescue departments.

Honor Guard and Pipes & Drums

PBCFR's Honor Guard is one of Florida's most active and visible Honor Guards, averaging over 60 yearly performances. The Honor Guard proudly represents the department with dignity, honor, integrity, and a deep sense of remembrance while preserving fire service traditions. Established in January 1986, the Honor Guard pays tribute to active-duty and retired firefighters who have passed, including those who have made the ultimate sacrifice in the line of duty locally, statewide, and nationally. In addition to funeral and memorial services, the Honor Guard participates in various community and departmental events, such as parades, station openings, recruit graduations, and promotional ceremonies.

The Honor Guard consists of two specialty units: The Flag and Honors detail carries, presents, and posts Colors, including U.S., state, and agency flags during ceremonies. They also stand watch during services and render honors at funeral and memorial services. The Pipes & Drums serve as the musical component of the Honor Guard, performing traditional bagpipe and drum music. Since their formation in late 2001, the Pipes & Drums have become one of the most recognized and beloved elements of the Honor Guard, accompanying the Flag Detail in nearly all events.

Cadets

The PBCFR Cadet Battalion serves as a youth initiative to provide teenagers ages 14 to 18 with insight into career options within the fire service. While many participants aspire to become firefighters, pursuing that path is not a requirement to join the program. Cadets receive comprehensive training that emphasizes leadership development and the importance of serving and supporting others. The Cadet Battalion convenes every week to undergo training in both fire and EMS services. Additionally, these gatherings are used to strategize and prepare for active involvement in numerous community and charitable events year-round. Among the highlights of their activities is the annual Cadet Fest in November, where cadet programs throughout Florida are invited to train at the Chief Herman W. Brice Fire Rescue Complex. During the fall retreat held in Orange Springs, FL, the cadets participate in several opportunities to train alongside peers and professional firefighters from across the state. Each year culminates in the Winter Fire Games, a skills competition organized by the Florida Fire Chiefs' Association Cadet Section.

Reserves

The PBCFR Reserve Battalion is dedicated to assisting the department's mission of saving lives and protecting property. Reserve Battalion members provide support by supplying supplemental personnel who are authorized to ride on PBCFR units and act as an "extra set of hands" on both engines and rescue units. The Battalion provides light and air support, firefighter rehabilitation, assistance at structure and brush fires, and support to fire investigators. Working closely with the Training Division, the Reserves provide aid during live fire training scenarios.

The PBCFR Reserve Battalion engages with the community by providing medical standby for public events, including parades, Veterans Day and Memorial Day ceremonies, and numerous others. The Reserves assist CRRD with smoke and CO detector installations and facilitation of the annual Marine Corps Toys for Tots Program. Many members of the Reserve Battalion progress to full-time firefighters with PBCFR.

PET & ANIMAL SAVES

Palm Beach County Fire Rescue

405 Pike Road, West Palm Beach, FL 33411
561-616-7000
www.pbc.gov

Follow us on:

@PBCFireRescue

Palm Beach County
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Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo
Chief Deputy County Administrator
Todd J. Bonlarron
Deputy County Administrator
Tom Nadler
Palm Beach County Fire Rescue Administrator
Patrick J. Kennedy

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Craig Lower, Public Works Director**

VIA: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Approval of *Resolution No. 2026-53* - Southeast Highway Guardrail & Attenuators, LLC Piggyback Contract**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

The Public Works Department is interested in implementing the Palm Beach County 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.

Recommendation/Motion:

Move that Town Council adopt ***Resolution No. 2026-53*** approving the Agreement with Southeast Highway Guardrail and Attenuators, LLC.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-53

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. 2026054: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE ACTING 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. 2026054 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. 2026054 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. 2026054 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. 2026054 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. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing Resolution. Councilmember _____seconded the Motion, and upon being put to a vote, the vote was as follows:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7TH DAY OF JULY, 2026.

ATTEST:

Acting Town Clerk

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:_____
Mayor Lisa El-Ramey, Seat 2

Voted: ___
Vice Mayor Manish Sood, Seat 5

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted:_____
Councilmember William "Joe Stephens, Seat 1

Voted:_____
Councilmember Anita Kane, Seat 3

Voted:_____
Councilmember Paul Coleman II, Seat 4

Piggyback Purchasing Agreement

This Agreement for Guardrail Maintenance and Installation Services ("Agreement") is made as of the ____ day of July, 2026, 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. 2026054 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 compromised 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 **April 17, 2027**. 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 Craig Lower, Public Works Director at 561-723-5323. The Project Manager for the CONTRACTOR is Barry Snyder, President (561) 792-0040.

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 Statues, 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 Indemnitee 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 Statues. 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: _____
Lisa El-Ramey, Mayor

ATTEST:

_____
Kenthia White, Acting 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 _____

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2026, by Barry Snyder, President, Southeast Highway Guardrail and Attenuators, LLC authorized to do business in the State of Florida, and who is personally known to me or [ ] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and that she or he is duly authorized to execute the foregoing instrument and bind Southeast Highway Guardrail and Attenuators, LLC. to the same.

[Notary Seal]

_____
Notary Signature

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

Palm Beach County Board of County Commissioners
Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

April 23, 2026

Southeast Highway Guardrail & Attenuators, LLC
1818 S. Australian Avenue
Suite 110
West Palm Beach, FL 33409

Attn: Barry Snyder

RE: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO.: 2026054
CONTRACT DATED: APRIL 14, 2026 (R2026-0370)

Dear Mr. Snyder:

Attached please find the above referenced Continuing Services Construction Contract, which was approved by the Board of County Commissioners on April 14, 2026 (R2026-0370). It can also be requested at the following website:

discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx

The County's user department will contact you when your services are required.

If you have any questions please contact Holly B. Knight, P.E., Contracts Section Manager at hknight@pbc.gov.

Sincerely,

Keith O. Farrell

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

ec: David L. Ricks, P.E., County Engineer
Joanne M. Keller, P.E., Deputy County Engineer
Steven B. Carrier, P.E., Assistant County Engineer
Allen F. Gray, Manager SBE Division, OSBD
Terry Newton, Small Business Development Specialist III, OSBD
Meri Weymer, Director III, Housing and Economic Development

"An Equal Opportunity Employer"

printed on sustainable and recycled paper

Susan C. Brown, Asst. Manager, Finance Srvcs., Payables, Clerk and Comptroller
Patricia Joyce, Contract Analyst, Payables, Clerk and Comptroller
Minhnhat Batog, Senior Contract Analyst, Clerk and Comptroller
Flor De Liz Ramirez, Administrative Specialist I, Clerk and Comptroller
Kenny Rampersad, Director, Administrative Services Division
Morton L. Rose, P.E., Director, Roadway Production Division
Kathleen O. Farrell, P.E., Assistant Director, Roadway Production Division
Kristine Frazell-Smith, P.E., Local Roads Manager, Roadway Production Division
Maroun Azzi, P.E., Thoroughfare Roads Manager, Roadway Production Division
Carlos Bojorge, P.E., Special Projects Manager, Roadway Production Division
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Geraldine Lazzarino-Kelly, Technical Assistant I, Roadway Production Division
Danny Ramlalsingh, Fiscal Manager, Administrative Services Division
Yicel Corcino, Financial Analyst II, Administrative Services Division
Susan Hudson, Financial Analyst I, Administrative Services Division
Ivonne Zuniga, Financial Analyst I, Administrative Services Division
Brenda Znachko, Director, Contract Development and Control Division, OFMB
Motasem Al-Turk, P.E., Director, Traffic Engineering Division
Adam Faustini, Director, Road and Bridge Division
Dan Doyle, Assistant Director, Road and Bridge Division
Thomas Coppini, Bridge Superintendent, Road and Bridge Division
Craig Lloyd, Road Superintendent, Road and Bridge Division
Mark Davis, Bridge Inspection Supervisor, Road and Bridge Division
Fernando DelDago, CID Director, Facilities Development and Operations
Jessica H. Comis, Director, Purchasing Department
Tiffany Thomas, Contract Oversight Specialist, Office of the Inspector General
Yelizaveta B. Herman, Assistant County Attorney's Office
Amar Kalabic, Construction Coordinator, Traffic Division

R2026 0370 APR 14 2026

PALM BEACH COUNTY, FLORIDA

Project Name: **GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT**

Project No.: **2026054**

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

GUARDRAIL
CONTINUING SERVICES
CONSTRUCTION CONTRACT

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2026054

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

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

Project Number: **2026054**

ADDENDUM NO. 1

Date of Issuance: **December 5, 2025**

BID DUE DATE CHANGED TO JANUARY 6, 2026

SPECIFICATIONS:

Delete	Insert	Add
C	C-A	

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 AND PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

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

Project Number: **2026054**

ADDENDUM NO. 2

Date of Issuance: **December 30, 2025**

BID DUE DATE CHANGED TO JANUARY 20, 2026

SPECIFICATIONS:

Delete	Insert	Add
C-A	C-B	

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

APPROVED BY: * KOF

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NON-MANDATORY PRE-BID MEETING

Date: **Thursday November 13, 2025**

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

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

BID OPENING MEETING

Date: **Tuesday December 9, 2025**

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

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

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

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

ADVERTISEMENT FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, in the Office of Palm Beach County Engineering and Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745, up to 2:00 P.M., local time, and opened in the Third Floor Conference Room (3W-12) on **Tuesday, January 20, 2026**, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2026054

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

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

Hard copy documents will be available at the Department for a non-refundable service fee of **$50**. 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, November 13, 2025 at 2:00 P.M., in the Third Floor Main Conference Room (3W-12) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. *Webex Option – https://pbc-gov.webex.com/meet/Eng-RoadwayBids*. Attendance at this pre-bid meeting is not mandatory bu is highly recommended and strongly encouraged. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

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

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

DAVID RICKS, P.E., COUNTY ENGINEER

PUBLISH: PALM BEACH POST
SUNDAY: November 2, 2025
SUNDAY: November 9, 2025

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

BY: Maria G. Marino, Mayor

C-B

SUBMITTALS REQUESTED WITH BID

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

(see contract documents to determine if other requirements apply)

- ✓ EBO Schedule 1 (page EBO-1) *Ensure all subcontractors are listed*
- ✓ EBO Schedules 2 (page EBO-2) *Submit a Schedule 2 for all subconstractors*
- ✓ All Proposal Pages (P pages)
- ✓ Signed Contractor's Certification (last P page)
- ✓ Signed/Sealed Local Preference (page LP-2)
  with Copy of Bidder's Palm Beach County Tax Receipt (if eligible)
- ✓ Scrutinized Companies (page SC-1)
- ✓ Bid Bond forms (pages BB-1, BB-2)
  with Acknowledged/Sealed Bid Bond/Power of Attorney
- ✓ Certificate of Resolution (page CC-1)
- ✓ Copy of Firm's Active License to Conduct Business in the State of Florida
- ✓ Certification of Sublet Work (page SW-1)
- ✓ FDOT Pre-Qualification Letter or Qualifications and Experience Package
  (see General Provisions Section 2-1 for specific requirements)

Please do not staple or permanently bind the Bid documents.

INSTRUCTIONS TO BIDDERS

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

1. 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 and Award Recommendation
10. Prohibition Against Considering Interests

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@pbc.gov

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

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

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

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/HED/osbd/Pages/Documents.aspx

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

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 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 Small Business Enterprise (SBE) Goals through Affirmative Procurement Initiatives (APIs)

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

6.3.1 - Application of API(s)

The API approved for this solicitation, including any applicable SBE 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.

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 Small Business Development (OSBD) 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 SBE participation specified in its bid, then The Contractor must immediately seek substitute SBEs 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 SBE, 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 SBE 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 OSBD, is located on the EBO website at https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx. The OSBD 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 OSBD 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 dated extended. However, if the OSBD 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 OSBD, 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. The solicitation due

date shall be extended pending the OSBD 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 SBE goals as established by the OSBD for a particular contract; or
- documentation of efforts made toward achieving EBO program goals
    - solicitations of bids/proposals/qualification statements from all qualified SBE firms listed in the OSBD's directory of certified SBE firms;
    - correspondence from qualified SBE firms documenting their unavailability to perform SBE contracts;
    - documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE firms;
    - documentation of a Prime Contractor's posting of a bond covering the work of SBE subcontractors;
    - documentation of efforts to assist SBE 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 SBEs in order to identify qualified and available SBE subcontractors.

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

6.4 - Proposal Submission Documentation

SBE 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 SBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidder's own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE bidder intends to perform 100% of the work with their own workforce.

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

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 SBE participation shall also be included on this form. This schedule shall also be used if an SBE Contractor is performing all or any portion of this Contract with their work force.

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 SBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All SBE(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 SBE goal second and third tiered certified SBE(s); provided that the Contractor submits a completed Schedule 2 form for each SBE.

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

6.4.2.3 – Schedule Submittals

6.4.2.3.1 - Failure to submit a properly executed Schedule 1 and Schedule 2 will result in 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 SBE participation, the information provided on Schedule 2 shall have precedence.

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

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

6.5 - SBE Certification

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

6.6 - Counting SBE Participation

Once a business is determined to be an eligible SBE 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 SBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the Department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.

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

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

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

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

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

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

6.6.7 - The Contractor may only count towards the established goal the goods and services in which the SBE 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 SBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Contractor for services performed by its own workforce. All bidders hereby agree and assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the Department to substantiate participation.

6.7.3 - The successful Contractor shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application or as otherwise required by EBO. **Failure to provide these forms may result in a delay in**

processing payment or disapproval of the invoice until they are submitted. The Subcontractor Activity Form (Schedule 3) is to be filled out by the Contractor and the Payment Certification Forms (Schedule 4) are to be executed by the subcontractor to verify receipt of payment.

6.7.4 - Upon letter notification by the Department that the 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 SBE participation specified in its bid, then Bidder must immediately seek substitute SBEs to fulfill the requirements and obtain the approval of the OSBD Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute SBE, 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 SBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the OSBD.

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

6.8 - SBE Substitutions - Contractor must notify the OSBD of changes in SBE utilization and get prior approval for any substitutions.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Department.

6.8.1 - After Contract award, the Contractor will only be permitted to substitute a certified SBE that is unwilling or unable to perform. The Contractor will only be permitted to modify the scope of work or price of an SBE 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 certified SBEs 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 OSBD on the EBO Request for SBE 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 SBE; the new SBE 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 OSBD is required to implement and monitor SBE utilization during the term of any contract resulting from this solicitation. It is the Department's policy that SBEs shall have the maximum feasible opportunity to participate in the performance of Palm Beach County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the SBE utilization proposed by a Bidder in its Proposal, which utilization plan forms a part of any resulting Contract.

6.9.2 – The OSBD has the right to review Contractor's records and interview Subcontractors. The Director of the OSBD 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 OSBD 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 OSBD 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;
- Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the Department for a period not to exceed three (3) years; and

- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved, if applicable.

6.10 – Payments to Subcontractors

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

6.10.2 - The Contractor agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event Contractor fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, Contractor shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the Department, or any other applicable law.

7. INCENTIVES

7.1 Apprentice Incentive

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

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

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

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

The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and

disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

7.2 Glades Resident Incentive

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

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

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

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

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

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

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

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.pbc.gov/vssprd/Advantage4. If Contractor intends to use subcontractors,

Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

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

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

SPECIAL PROVISIONS

1. Continuing Services Contract
2. Award
3. Expiration/Extension
4. Method of Ordering (Work Orders)
5. Prosecution of the Work
6. Commercial Non-Discrimination
7. PBC Office of the Inspector General
8. Public Entity Crimes
9. Chapter 119, F.S. Public Records
10. Subletting or Assigning Contracts
11. Non-Collusion
12. Conflict of Interest
13. E-Verify
14. Counterparts
15. Bond Waiver Program
16. Additional Insured Parties
17. Use of Patented Processes, Etc.
18. Daily Reports
19. Price/Delivery/Acceptance
20. Local Government Prompt Payment Act
21. Basis of Payment
22. Utilities Contacts
23. Maintenance of Traffic
24. School Zone
25. Limits of Construction
26. Restoration Agreements
27. Permit Completion Certifications
28. National Pollutant Discharge Elimination System (NPDES)
29. Construction Impacts to Bus Operations
30. Regulated Substance Use Requirements
31. Unit Prices
32. Contingent Items
33. Clearing and Grubbing
34. Subsoil Excavation
35. Embankment
36. Premium for Conflict Conditions
37. Pipe Culverts
38. Pipe Culverts (Storm Sewer Pumping and Cleaning)
39. Storm Sewer System Pipe Plugs
40. Final Pipe Inspection
41. Video Report
42. Gravity Wall Construction
43. Irrigation System within Restoration Agreement Areas
44. Color Treated and Stamped Concrete
45. Engraving of Curb Face
46. Guardrail & Special Safety Pipe Rail
47. Planting Standards
48. Resetting Fence
49. Record Drawings (Roadway)
50. Record Drawings and Docs (Bridge)
51. Dynamic Load Test Support
52. Project Videos and Photographs
53. Waiver of Jury Trial
54. Laws and Venue; Remedies
55. Night Work
56. Additional Reporting
57. Detail for Installation of Median Irrigation Sleeves for Thoroughfare Roads
58. Supplemental Concrete at Drainage Structure Top Detail
59. Excavation Around Traffic Signal
60. Liquid Asphalt Calculation Sheet
61. Foreign Gifts and Foreign Contracts
62. Human Trafficking Affidavit
63. Temporary Pavement Markings

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 Contract Amendment, while adhering to all other original terms, conditions and unit prices of the Contract.

The effective date of a Work Order is the date of the Department's execution of the Work Order. The Department may execute a new Work Order at any time during the term of the Contract. Contractor shall complete all work pursuant to the Work Order, as may be amended or supplemented. Work Orders may be supplemented as necessary prior to their completion provided that the supplement scope is directly related to the scope of work in the Work Order. Work Orders do not expire with this 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.

SPECIAL PROVISIONS

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 participation forms referenced in Item 7 of the SBE 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.

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 R2025-0748, as may be amended, the Contractor warrants and represent that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

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

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 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, R2015-0572 and R2024-0549, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the Department.

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

(2) hours. At the time of termination, the Contractor shall retrieve the badge and shall return it to the Department in a timely manner.

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

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.

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

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

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.

SPECIAL PROVISIONS

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

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

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

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 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* and at the end of this section.

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INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM
BID AFFIDAVIT

Project Number: _____

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

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

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

_____
Contractor Signature

_____
Title

STATE OF _____

COUNTY OF _____

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

_____
Notary Signature

Notary Public, State of _____

(Stamp/Seal)

_____
Print Notary Name

Commission Number

My Commission Expires_____

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

   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

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

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

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

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

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

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.

SPECIAL PROVISIONS

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 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.

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.

Special MOT:
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.

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

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

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

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

SITE DESCRIPTION

Project Name and Location:	**Guardrail Continuing Services Construction Contract** Palm Beach County, Florida
Palm Beach County Project No.:	**2026054**
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:	**Guardrail installation and repair**
Runoff Coefficient:	TBD
Site Area:	TBD
Site Map:	TBD

Sequence of Major Soil Disturbing Activities:

1. Guardrail work

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 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 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 participation goals established for the Contract, as specified in the Instructions to Bidders, shall include all pay items for the project, less the contingency items. The use of contingent pay items shall only increase the SBE participation of the Contract, over and above the required goals achieved by use of regular pay items.

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

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 ±0.2 feet in depth and ±6 inches (each side) in width. Final payment for the Subsoil Excavation, CY will be based on initial and final cross sections, and signed and sealed quantity computations which are to be prepared by a Professional Land Surveyor or Professional Engineer licensed in the State of Florida, and submitted to the Department for acceptance. Initial cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. When the excavation of unsuitable material is completed to satisfy field conditions, and verified as such

by the Engineer, final cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. The cross sections shall show elevations at the appropriate break points and shall be plotted. Quantity computations shall be prepared (using the Average End Area Method), and submitted to the Engineer for acceptance. The Contractor is advised that no compensation will be made for excavation below the depth required to satisfactorily remove the unsuitable material. The cost for the cross sections and computations shall be incidental to the pay item, Subsoil Excavation, CY Subsoil Excavation, CY, shall include the cost of embankment to replace the excavated subsoil, labor, Materials, Equipment, fuel, transportation and other related Work to complete the pay item.

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.
- 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 AND CLEANING)

New Storm Sewer System

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

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

Existing Storm Sewer System

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

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

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

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

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

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

At the semi-final inspection, the Contractor shall temporarily plug the system(s) at structures, outfall, or as otherwise directed by the Engineer, and pump the water out of the system to below one third of the diameter of the pipe (from the invert), or as otherwise directed by the Engineer. The Contractor and the Engineer shall visually inspect the system(s) for leaks, deficiencies, and lamping problems. If leaks, deficiencies and/or lamping problems are discovered in the new pipe system(s), the Contractor shall make corrective repairs, as required, in accordance with Article 5-10.2 of the General Provisions of this specification, at no additional cost to the Department. If leaks, deficiencies and/or lamping problems are discovered in the existing pipe system(s), the Contractor shall notify the Engineer, and the Engineer shall determine if the Contractor should provide a cost proposal for the Work required to make the corrective repairs, in accordance with Article 5-10.2.

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.

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.

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

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

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

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.

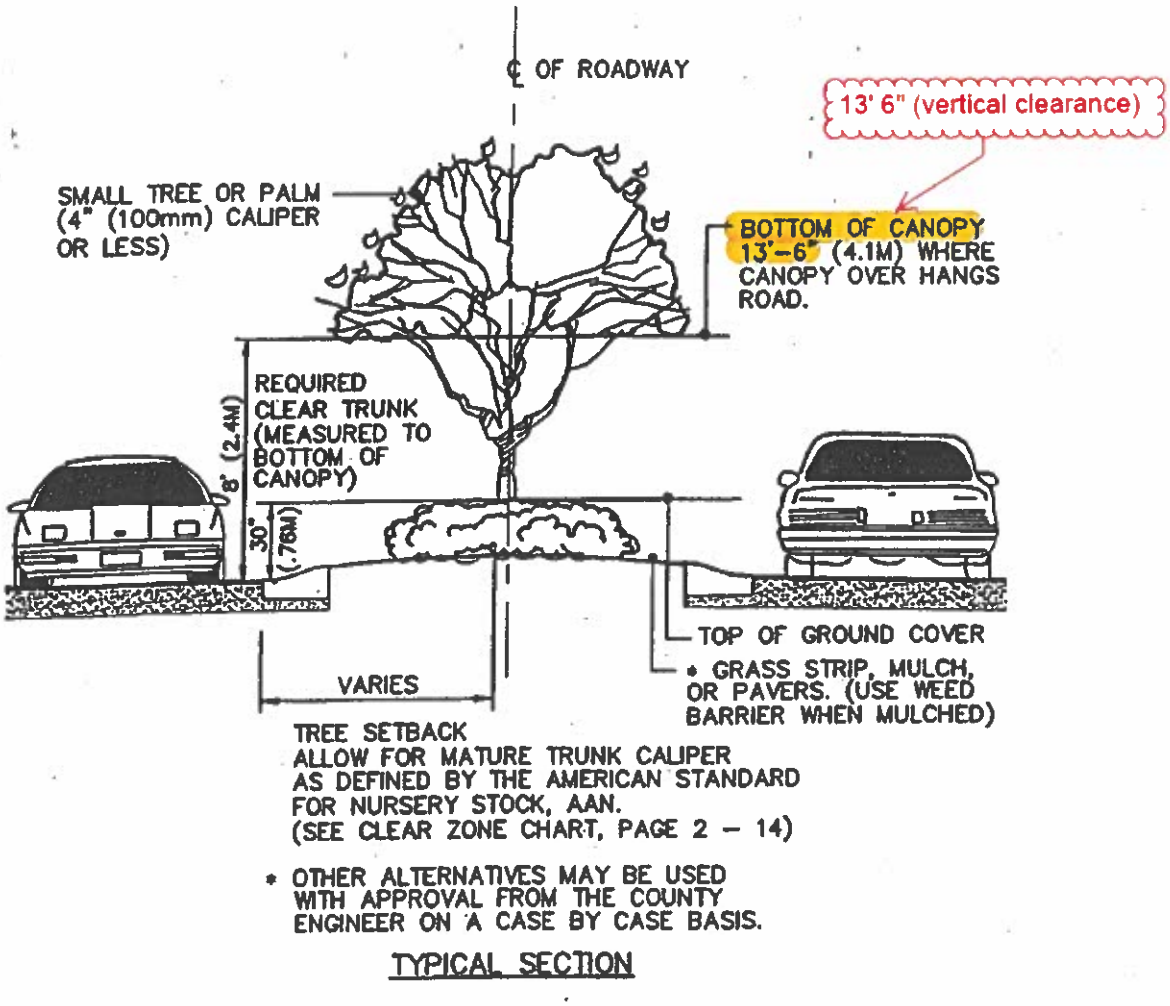
The cost for the pay item, "Engraving of Curb Face", EACH, shall include all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

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

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

47. PLANTING STANDARDS

Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle

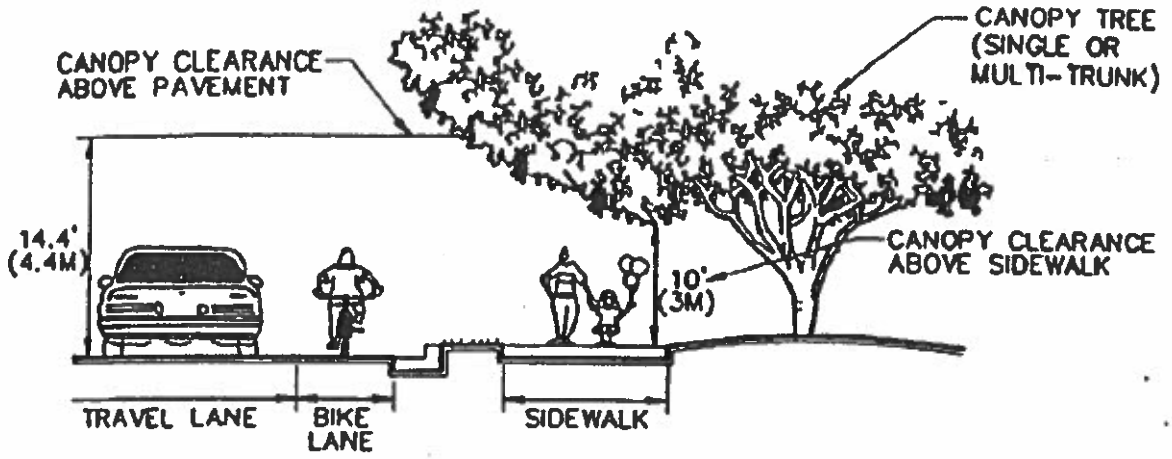


TYPICAL SECTION

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

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

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



BIKE LANE SECTION

Roadside Clear Zone

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

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

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

Minimum Width of Clear Zone

Type of Facility	Design Speed or Posted Speed (whichever is greater)						
	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph	60 mph and above
	Minimum Clear Zone						
Rural	6' Local 10' Collector 14' Arterials	6' Local 10' Collector 14' Arterials	10' Collectors 14' Arterials	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 24' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 30' Arterials and Collectors ADT ≥1500
Urban	4'	4'		4'	N/A	N/A	N/A

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

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.

- At special and slotted structures - show the elevation(s), dimensions, and the invert of the weir; the bleeders/orifices; and pipe inverts.
- At outfalls, show the state plane coordinates, station/offset/invert/diameter of pipe, structure type and dimensions.
- The diameter, invert, shape, and material type of connecting pipes between all structures.
- For Irrigation Sleeves - show the state plane coordinates, station/offset/elevation for all end caps, and the invert elevation at the end cap.
- At lakes obtain cross sections at 50 foot intervals, or as otherwise directed by the Engineer (Top of Bank, Top of Slope, etc.).
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For "Begin and End" Bridge, indicate the stations/offsets/elevations at the respective points.
- All existing and proposed trees, show state plane coordinates, station/offset to the approximate center of the tree.
- All existing and proposed Irrigation wells and valve boxes, show state plane coordinates, station/offset to the top-center of the well and/or valve box.
- All existing and proposed pull boxes, show state plane coordinates, station/offset to the top-center of the box.
- All existing and proposed traffic control cabinets, show state plane coordinates, station/offset to the center of the box.

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

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

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

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

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.

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

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

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

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

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

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

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

DOCUMENTS (BRIDGE):

- **Schedule of Anticipated dates of Inspections:**
  In-Service Inspections and or Pre-Acceptance Inspection (before any new lanes are opened to traffic). The Schedule should be received within 60 days of the preconstruction meeting. The

Department must receive a two week advance confirmation notice prior to the In-Service Inspections and or Pre-Acceptance Inspection.

- **As-Built Load Rating**
  If the bridge is built per plan, the As-built load rating is simply a signed and sealed load rating FDOT summary sheet stating that there was no change during construction that would affect the load rating.
- **Pile Driving Records**
- **In-Service Inspection**
  The Structures Maintenance In-Service Inspection is conducted prior to any new lanes opening to public traffic. Note that for phased construction, there will be multiple in-service inspections required. The intent of this inspection is to verify the bridge is safe for public traffic in accordance with **FHWA** instructions **Q303-7**

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

55. NIGHT WORK: Work on individual Work Orders may be limited to day-time or night-time only operations at the Department's discretion.

56. 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.

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:

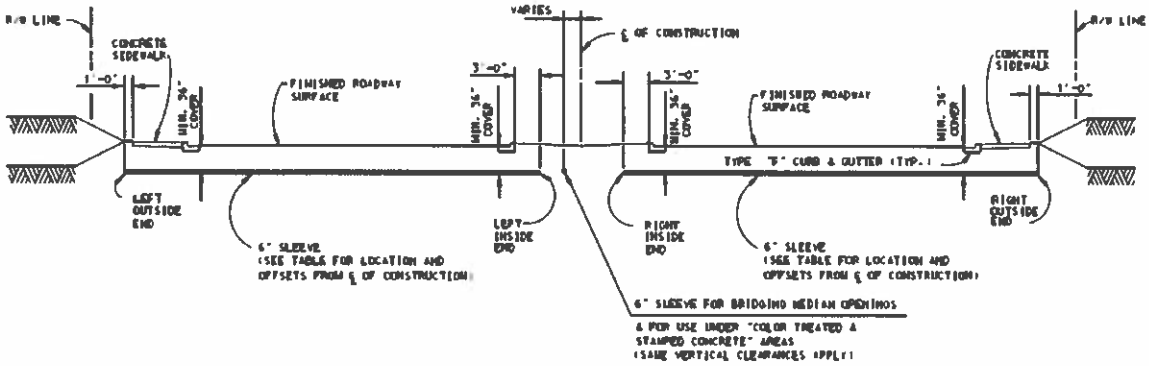
Total number of employees of Contractor and subcontractors who worked for more than one day on the Project: _____

Number of employees of Contractor and subcontractors who reported their county of residence as Palm Beach County: _____

_____

Signed

SPECIAL PROVISIONS



DETAIL FOR INSTALLATION OF MEDIAN IRRIGATION SLEEVES FOR THOROUGHFARE ROADS

(NOT TO SCALE)

AS-BUILT CERTIFICATION FORM

P.B.C. # _____

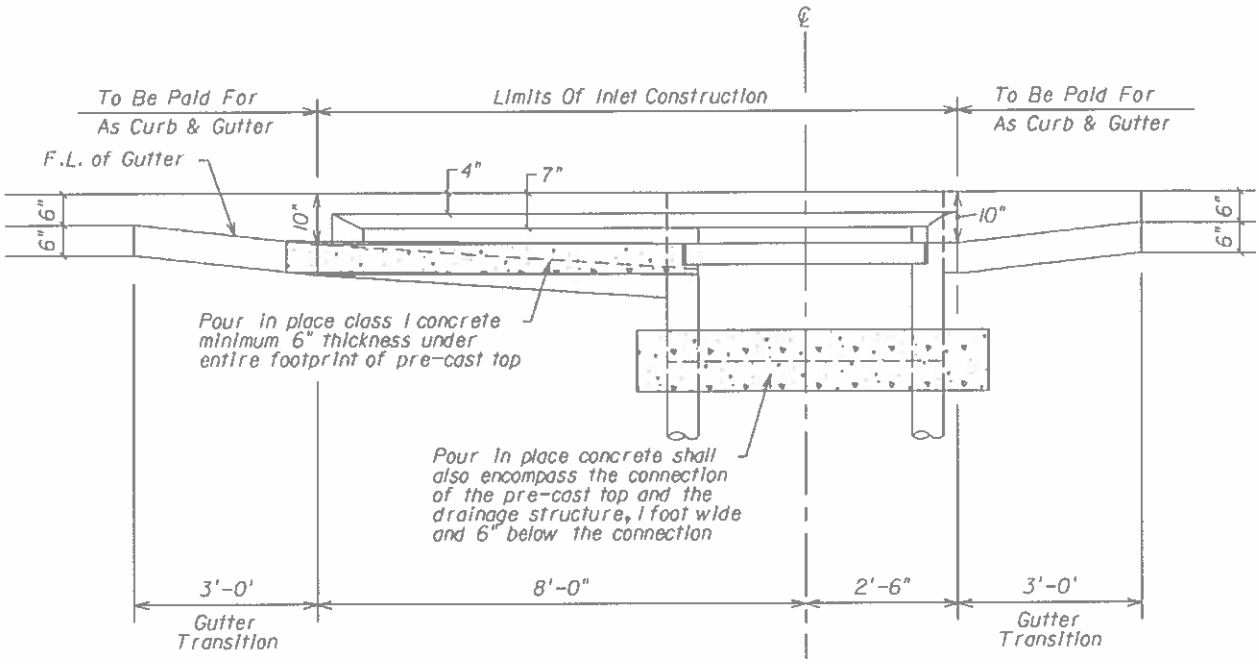
STATION	OFFSETS FROM ℄ OF CONSTRUCTION FOR ENDS OF 6" SLEEVES						REMARKS
	LEFT OUTSIDE END	LEFT INSIDE END	LENGTH OF PIPE ON LEFT SIDE	RIGHT INSIDE END	RIGHT OUTSIDE END	LENGTH OF PIPE ON RIGHT SIDE	
SUB-TOTAL							
TOTAL PROJECT #							

GENERAL NOTES

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

PALM BEACH COUNTY · ENGINEERING AND PUBLIC WORKS · ROADWAY PRODUCTION

REVISED JANUARY 2008



INLET TYPE 5

(Curb Inlet Top Type 6 Symmetrical with Left Half)

SUPPLEMENTAL CONCRETE AT DRAINAGE STRUCTURE TOP DETAIL

RESTRICTED EXCAVATION AREAS
AROUND TRAFFIC SIGNAL POLES

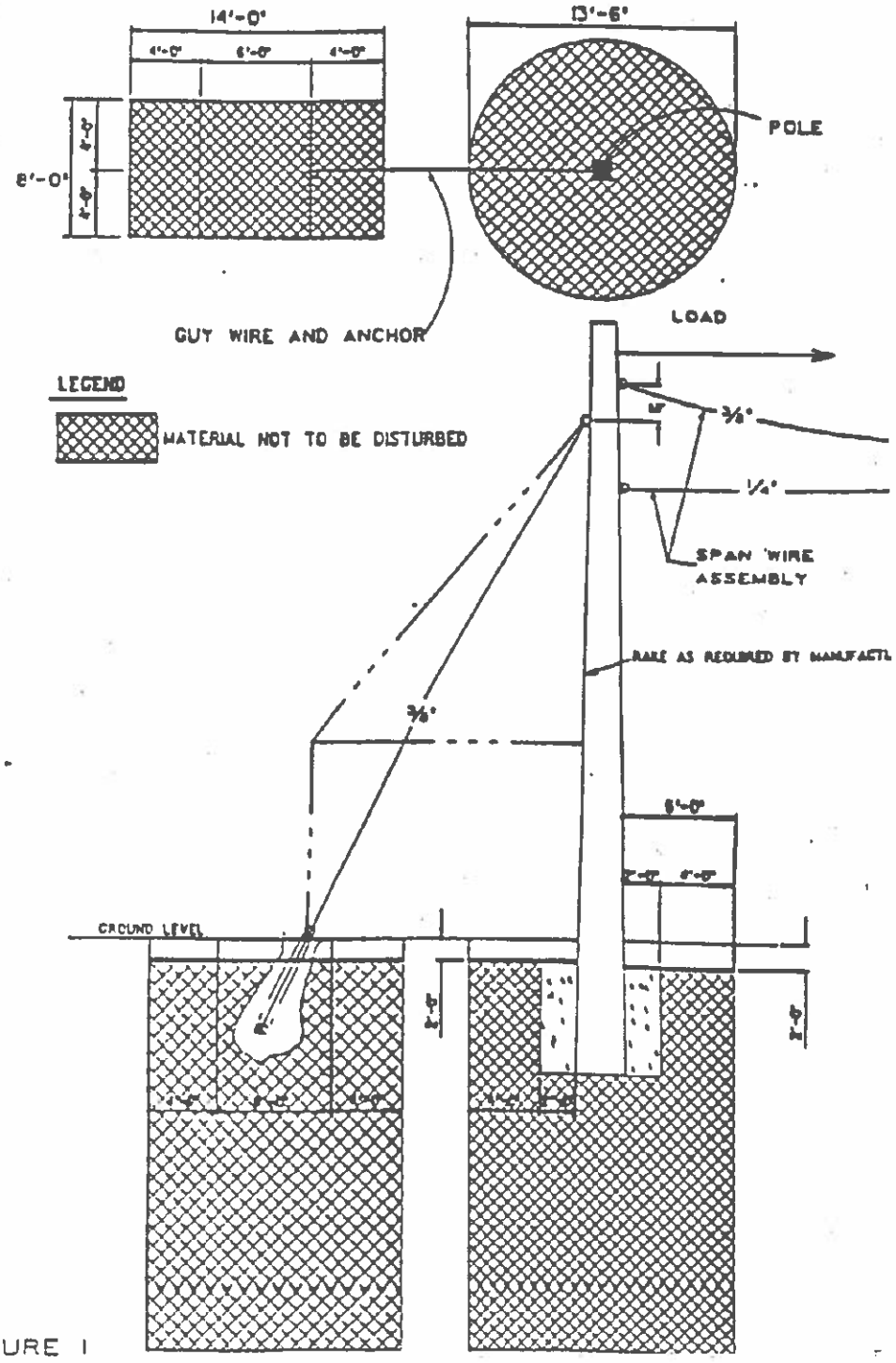


FIGURE 1

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

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

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

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

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

Rev 1/2008

SPECIAL PROVISIONS

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

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

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

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

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

(signature of officer or representative)

Barry Snyder
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, 27 day of February, 2026, by Barry Snyder.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Rebecca Mobley
NOTARY PUBLIC
My Commission Expires: 10/27/29
State of Florida at large

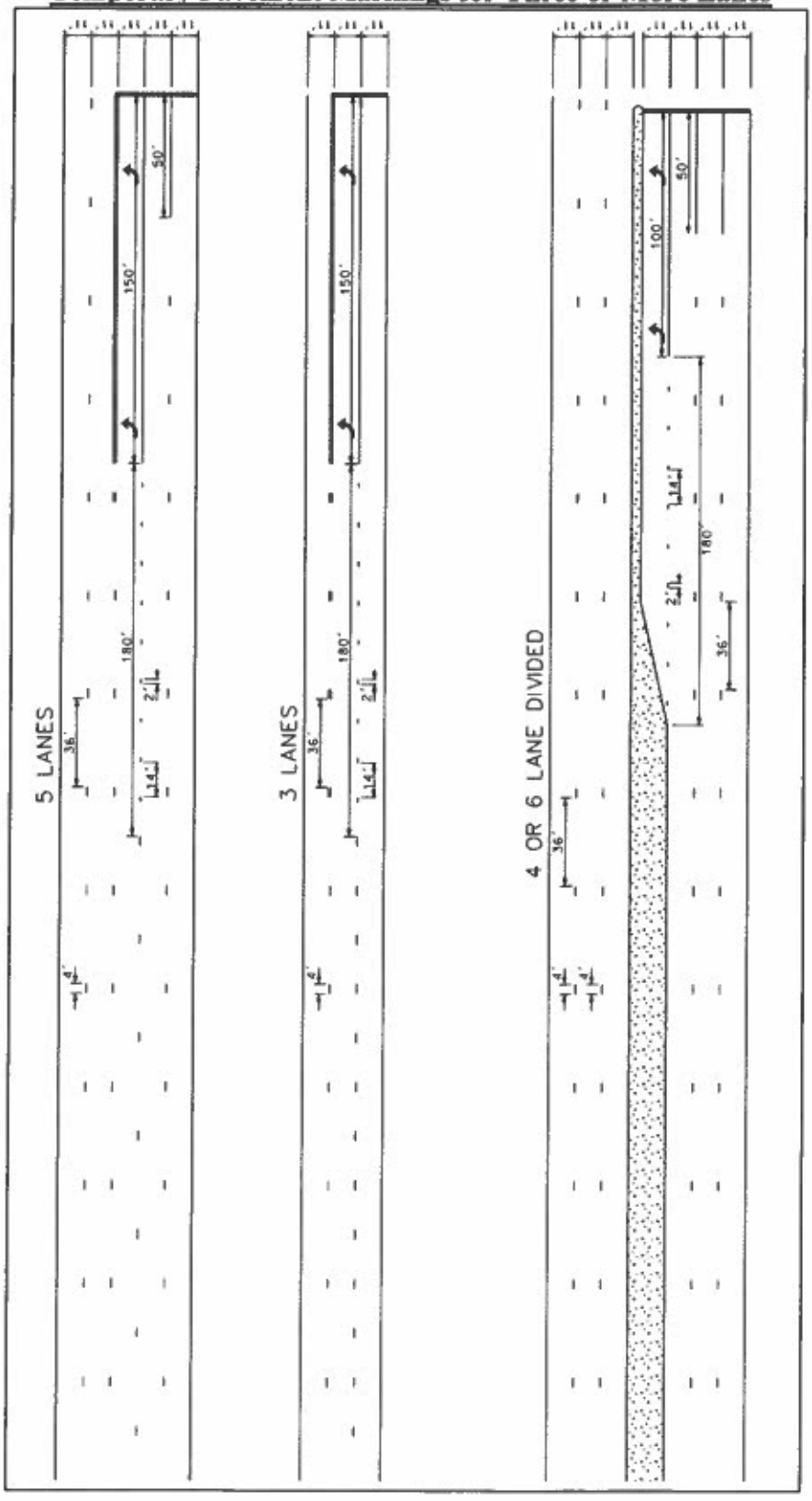
REBECCA MOBLEY
Notary Public - State of Florida
Commission # HH 725697
My Comm. Expires Oct 27, 2029
Bonded through National Notary Assn.

(Notary Seal)

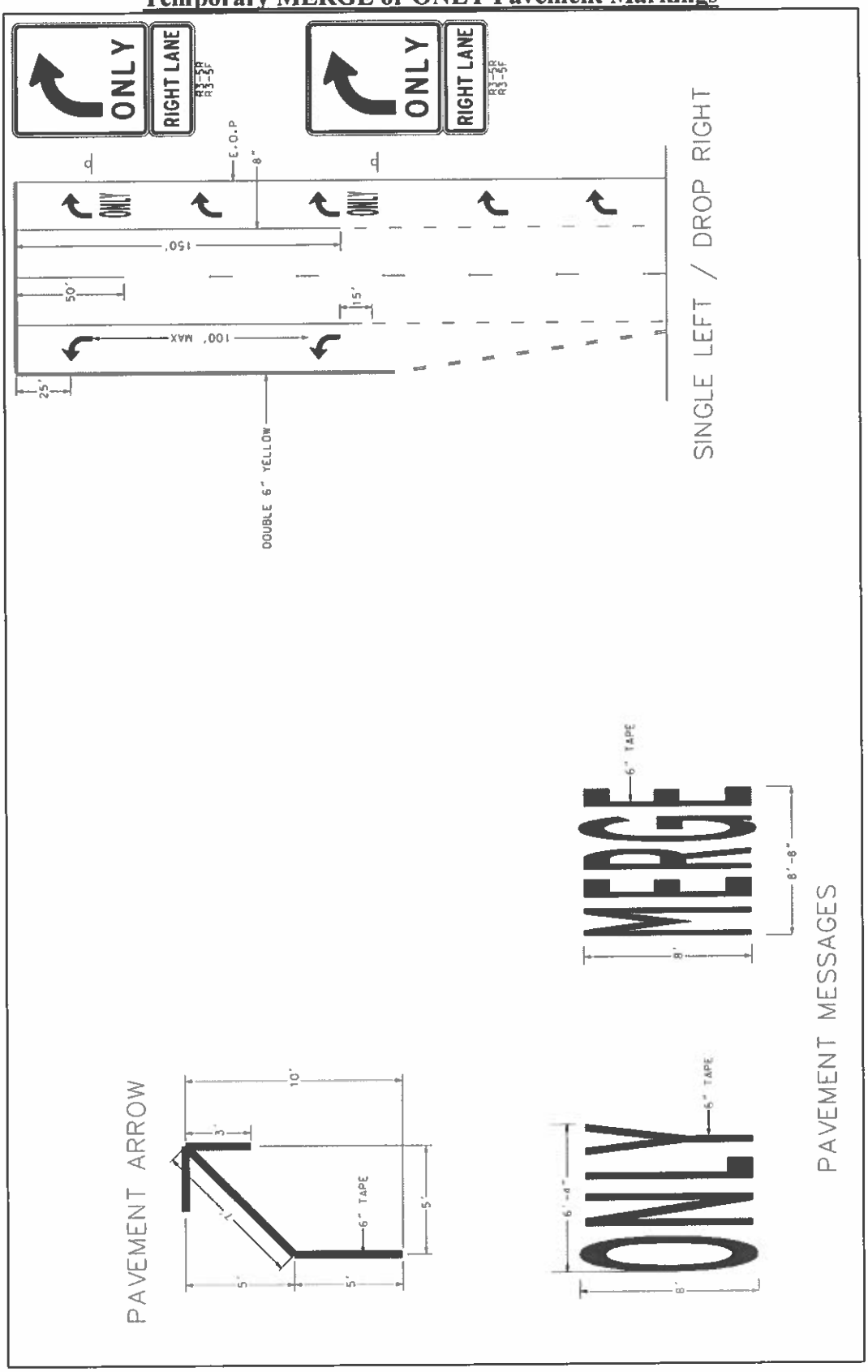
SP-36

63. TEMPORARY PAVEMENT MARKINGS AND SIGNING

Temporary Pavement Markings for Three or More Lanes

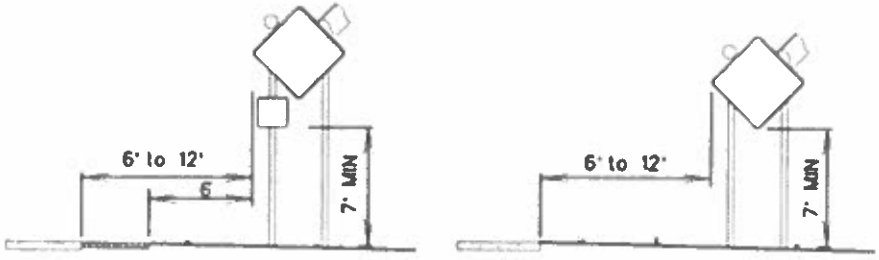


Temporary MERGE or ONLY Pavement Markings



SPECIAL PROVISIONS

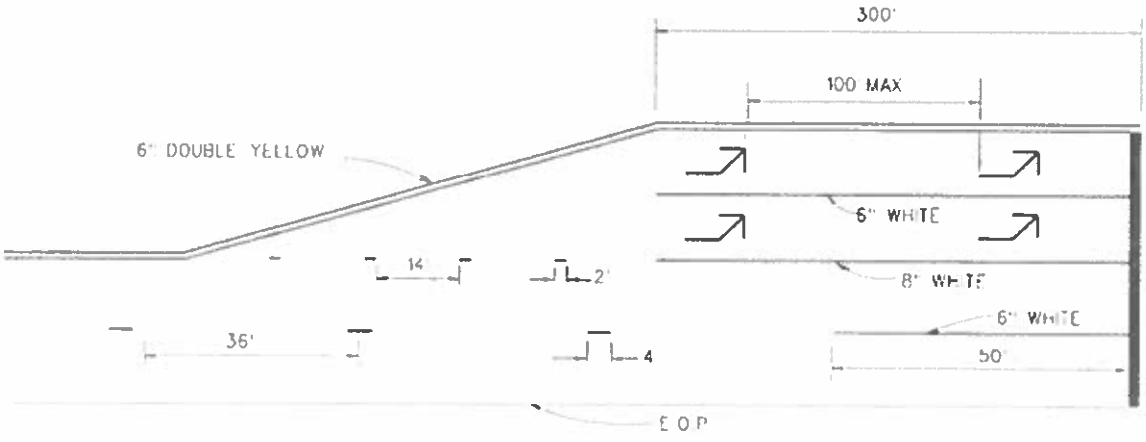
Signing for Long Term Stationary Projects



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

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

DUAL LEFTS



TECHNICAL SPECIAL PROVISION

GENERAL

1. 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.

2. 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.

3. The term guardrail, as used herein, includes all component parts for a complete installation.

4. 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.

5. Trinity Industries ET-plus system guardrails will not be allowed on Palm Beach County Projects.

6. 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.

7. The latest edition of FDOT Design Standards shall apply to all work.

8. 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.

9. All special posts with plate assembly and gate hinges shall be galvanized per Florida Department of Transportation Specifications.
    a. Recycled Plastic Block shall be:
    b. Val-Safe Block by Valley Rubber, LLC

10. Mondo Block (for wood and/or steel post) by Mondo Polymer Technology and King Block by Trinity Industries, Inc., or accepted equal

11. 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.

PALM BEACH COUNTY, FLORIDA

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

ALL SECTIONS EXCEPT 535 thru 540, 955, & 960 thru 969

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

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

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

SECTIONS 535 thru 540, 955, & 960 thru 969

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated FY 2025-26 shall be used as the basis for the Work.

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2025-26/ebook/2025-26-ebook(signed-and-sealed).pdf?sfvrsn=bcbe5fad_1

The Contractor agrees that the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2025-26 Edition, amended as follows by the General Provisions, but not otherwise changed, shall govern.

PALM BEACH COUNTY, FLORIDA
GENERAL PROVISIONS

DIVISION 1
GENERAL REQUIREMENTS AND COVENANTS

SECTION 1
DEFINITIONS AND TERMS

1-3 Definitions

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

Department THE FOLLOWING IS SUBSTITUTED:

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

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

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

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

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

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

ADD THE FOLLOWING DEFINITION:

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

END OF SECTION

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISION

2-1.7 - Qualifications and Experience Package Form

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

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

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

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

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

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

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

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

6. Detailed information of financial resources of the Bidder

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

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

9. Licensure information of the Bidder and personnel

10. Letters of certification of final acceptance

11. Letters of recommendation

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

Similar Project Experience - Project #1

Name of Project: _____

Location of Project: _____

Total Construction Cost: $_____

Owner of Project

Firm/Entity: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Contract Information

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

Contract # and/or Project #: _____

Contract Start Date: _____ Contract Completion Date: _____

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

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

Client Contact Person: _____

Client Phone Number: _____

Client Email Address: _____

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

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

_____

_____

_____

_____

_____

_____

GENERAL PROVISIONS

Similar Project Experience - Project #2

Name of Project: _____

Location of Project: _____

Total Construction Cost of Project: $_____

Owner of Project

Firm/Entity: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Contract Information

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

Contract # and/or Project #: _____

Contract Start Date: _____ Contract Completion Date: _____

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

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

Client Contact Person: _____

Client Phone Number: _____

Client Email Address: _____

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

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

Qualifications and Experience Certification Statement

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

Company Name: _____ Authorized Officer: _____

(Print)

_____

Address: _____ Signature: _____

_____

(End of Qualifications and Experience Package Form)

2-2 Proposals

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

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

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

ADD THE FOLLOWING SUB-ARTICLE:

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

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

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

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

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

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

John Doe Contracting Company
By: John Doe, President

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

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

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

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

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

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

Modifications to any Contract Documents will be posted at the following URL address:
https://pbcvssp.pbc.gov/vssprd/Advantage4

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

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

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

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

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

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

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

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

ADD THE FOLLOWING SUB ARTICLE AFTER 2-6

2-6.1 Unbalanced Bid Items

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

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

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

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

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

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

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

2-8 Delivery of Proposals

2-8.1 Internet Bid Submittals DELETE IN ITS ENTIRETY

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

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

CONSTRUCTION OF: 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.

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 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.

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

In the event that the Contractor fails to execute the Contract and to furnish an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within fourteen (14) Working Days of Intent to Award, the Department may cause the Contractor to forfeit the Proposal Guaranty to the Department not as a penalty but as liquidation of damages sustained. The Department may then award the Contract to the next lowest responsive, responsible Bidder, re-advertise, or accomplish the Work using alternate resources.

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

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

END OF SECTION

SECTION 4
SCOPE OF THE WORK

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

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

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

4-3 Alteration of Plans or of Character of Work

4-3.1 General DELETE AND INSERT THE FOLLOWING:

The Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Contract Bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

4-3.9 Cost Savings Initiative Proposal DELETE IN ITS ENTIRETY.

4-3.10 Voluntary Acceleration ADD THE FOLLOWING SUB ARTICLE:
For contracts with an original Contract Time of 180 calendar days or more, the Contractor may submit a written request to the Engineer to expedite construction. The goal is to minimize inconvenience to the traveling public and reduce construction duration by voluntarily accelerating construction to achieve final acceptance ahead of the original Contract Time. Voluntary acceleration proposals may be submitted to the Department for review and approval at any time prior to 90 percent completion of the Contract.

Upon submittal of the written proposal, the percentage of completion used to determine an eligible Contract Time Savings percentage will be based on the percentage paid on the Contract amount, as processed in the most recent monthly estimate. Acceptance of the proposal is at the sole discretion of the Department. Contract Time Savings is defined as the difference between the Contract Time and the number of calendar days elapsed when final acceptance is achieved in accordance with 5-11. The maximum percentage of Contract Time Savings that is shared will be dependent upon the Contract Percentage of Completion, as defined below:

Contract Percentage of Completion	Percent of eligible Contract Time Savings (PECT)

0% to 50% complete 100%
Greater than 50% to 70% complete 75%
Greater than 70% to 90% complete 50%

Upon approval of a proposal, the Contract Time, as of the date of written approval by the Department, will be reduced by 5 percent. A Supplemental Agreement will formalize this reduction and define the revised Contract Time. The payment amount established in the Supplemental Agreement shall be based on the anticipated days of acceleration, submitted by the Contractor and accepted by the Department, and applied to the calculation. Calculations shall use the following formulas:

CTS (Contract Time Savings, days) = Contract Time – Total Contract Days Used at Final Acceptance

Shared Savings = (CTS x PECT) x [CEI Daily Burn Rate* + (D x SF)]

Where D = Average Overhead per Day as defined by Specification 4-3.2.1

* The CEI Daily Burn Rate is to be determined by the Department.

Table 4-2
Contract Time Savings and Savings Factor

Percent of Time Savings (Contract Time Savings/Original Contract Time)	**Savings Factor (SF)**
5% to 15%	0.50
Greater than 15% to 30%	0.65
Greater than 30% to 50%	0.80
More than 50%	0.95

The Contract Time used in these calculations will include all adjustments made in accordance with 8-7. Payment will be made after final acceptance in accordance with 5-11. This payment is not considered an incentive, but rather a reflection of savings from reduced CEI costs and benefits to the traveling public for early completion.

4-4 Unforeseeable Work DELETE AND INSERT THE FOLLOWING:

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

END OF SECTION

SECTION 5
CONTROL OF THE WORK

5-1 Plans and Working Drawings

5-1.1 Contract Documents DELETE AND INSERT THE FOLLOWING:

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

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

5-1.4.5 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:

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

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

1. Proposal (i.e. pay items, Bid items)
2. Special Provisions
3. Technical Special Provisions
4. Plans
5. Standard Plans
6. Design Standards
7. Supplemental Specifications
8. General Provisions
9. Standard Specifications

Computed dimensions govern over scaled dimensions.

5-7 Engineering and Layout

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

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

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

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

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

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

5-10-Inspections

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

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

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

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

>$10,000,000	60 Days

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

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

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

5-12 Claims by Contractor

5-12.2 Notice of Claim

5-12.2.1 Claims for Extra Work DELETE IN ITS ENTIRETY

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

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

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

END OF SECTION

SECTION 6
CONTROL OF MATERIALS

6-1 Acceptance Criteria

ADD THE FOLLOWING SUB ARTICLE:
6-1.2.5

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

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

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

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

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion of the Work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the Contractor.

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

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

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

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

7-11.3 Contractor's Use of Streets and Roads

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

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

7-11.5 Utilities

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

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

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

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

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

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

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

7-12 Responsibility for Damages, Claims, etc.

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

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

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

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

Unless otherwise noted herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Contractor.

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

7-13.1 General

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

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

7-13.1.1 Commercial General Liability Insurance

Furnish and maintain a standard Insurance Service Office (ISO) version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.2 Business Automobile Liability Insurance

Furnish and maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

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

Furnish and maintain Workers' Compensation Insurance and Employer's Liability, including Federal Act endorsement for U.S. Longshore and Harbor Workers' Compensation Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the Work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing Work in the Construction Industry, or proof of Workers' Compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

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

7-13.1.4 Additional Required Insurance

Furnish and maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of Equipment for which each insurance coverage described below has been designed specifically to provide coverage for when Work involves.

7-13.1.4.1 Railroad Protective Liability Insurance

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

7-13.1.4.2 Watercraft Liability Insurance

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

7-13.1.4.3 Aircraft Liability Insurance

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

7-13.1.4.4 Unmanned Aircraft Systems Insurance

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

7-13.2 Utility Owners Protective Liability Insurance

When the Work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the Department that, with respect to the operations the Contractor performs, his Commercial General Liability is endorsed with a Broad Form

Contractual Endorsement covering the below indemnification or the Department and Utility Company are to be an Additional Named Insured on the policy.

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

7-13.3 Satisfying Limits Under an Umbrella Policy

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Department and any other applicable entities shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete Follow-Form basis without exceptions and stated as such on the Certificate of Insurance.

7-13.4 Additional Insured

The Contractor agrees to endorse the Department and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Workers' Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree that the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5 Additional Requirements

7-13.5.1 Waiver of Subrogation

The Contractor agrees, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such

an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5.2 Right to Review and Adjust

The Contractor shall agree, notwithstanding the foregoing, that the Department, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Department reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, the Department shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

7-13.5.3 No Representation of Coverage Adequacy

The coverages and limits identified in the table have been determined to protect primarily interests of the Department only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

7-13.5.4 Certificate of Insurance

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

In the event the Department is notified that a required insurance coverage will be cancelled or non-renewed during the period of this Contract, the Contractor shall furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall not continue to Work pursuant to this Contract unless all required insurance remains in effect.

The Department shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Department.

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

7-13.5.4.1 Additional Requirements for Certificates of Insurance

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers' Compensation and Business Auto Liability.

2. Shall clearly indicate project name and project number to which it applies.

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

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

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

Palm Beach County Board of County Commissioners
c/o Engineering Department / Roadway Production Division
2300 N. Jog Road3rd West
West Palm Beach, FL 33411

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

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

The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

7-13.5.6 Subcontractor's Insurance

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

7-13.5.7 Insurance Coverage and Limit Table

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

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	**CONTRACTS LESS THAN $500,000**	**CONTRACTS $500,000 OR MORE**
COMMERCIAL GENERAL LIABILITY: Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	$500,000 per occurrence Yes	$1,000,000 per occurrence Yes
COMPREHENSIVE AUTO LIABILITY: Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY: Coverage not less than: Employer's Liability Limits not less than:	Statutory $100,000/500,000/100,000	
WATERCRAFT LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$1,000,000 per occurrence Yes	
AIRCRAFT LIABILITY: Limit of Liability not less than: When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	$5,000,000 per occurrence $1,000,000 per passenger Yes	
RAILROAD PROTECTIVE LIABILITY: Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	$2,000,000 per occurrence $6,000,000 aggregate Yes	
UTILITY OWNERS PROTECTIVE LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$1,000,000 per occurrence Yes	

UNMANNED AIRCRAFT SYSTEMS LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$1,000,000 per occurrence $2,000,000 aggregate Yes

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

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

END OF SECTION

SECTION 8
PROSECUTION AND PROGRESS

8-3 Prosecution of Work

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

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

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

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

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

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

8-3.3 Beginning Work DELETE AND INSERT THE FOLLOWING:

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

8-3.5 Preconstruction Conference DELETE AND INSERT THE FOLLOWING:

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

8-6 Temporary Suspension of Contractor's Operations

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

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

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

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

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

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

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

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

8-7 Computation of Contract Time

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

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

8-8 Failure of Contractor to Maintain Satisfactory Progress

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-9 Default and Termination of Contract

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

The Department may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon such notice, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits on account thereof. As the sole right and remedy of Contractor, the Department shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

A. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for Materials, services, or facilities, other than may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Department of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to the Department those orders and subcontracts and revoke agreements specified in such notice;

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

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

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

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

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

1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph A.3. above.

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

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

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

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein.

The Department shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

8-10 Liquidated Damages for Failure to Complete the Work

8-10.2.1 Amounts Reasonable/No Penalty ADD THE FOLLOWING SUB-ARTICLE:

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by Department as a result of Contractor's Delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

END OF SECTION

SECTION 9
MEASUREMENT AND PAYMENT

9-2 Scope of Payments

9-2.1.1 Fuels DELETE AND INSERT THE FOLLOWING:

The Department will make no price adjustments for fuels.

9-2.1.2 Bituminous Material DELETE AND INSERT THE FOLLOWING:

Department will adjust the Bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which Bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when Bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th of each month at the following URL: **https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm**

Refer to the "Liquid Asphalt Calculation" table provided in the Special Provisions of these documents.

9-3 Compensation for Altered Quantities

9-3.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

The Contractor is advised that all items may be increased, decreased or deleted from the Contract, as directed by the Engineer. Whenever change or combination of changes in the Plans results in total elimination or substitution of any item included in the original Contract quantities, no allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. The unit prices for the items of Work shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of Work.

Should the Contractor feel that the cost for any item of Work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that Work in some other applicable Bid item, so that his Proposal for the project does reflect his total price for completing the Work in its entirety.

9-3.2.1 Error in Plan Quantity DELETE IN ITS ENTIRETY

9-5 Partial Payments

9-5.1 General DELETE AND INSERT THE FOLLOWING:

The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. Except as specified herein, the amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2.5% of Contract amount at the discretion of the Engineer when the total amount of partial payments exceeds 95% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 5% of the monthly estimates until the Work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

For contracts in which the amount for landscaping items constitute 50% or more of the original Contract amount, 5% of the value of Work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the Work; whichever occurs last.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

9-5.5 Partial Payments for Delivery of Certain Materials

9-5.5.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

9-5.5.2 Partial Payment Amounts DELETE AND INSERT THE FOLLOWING:
Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

(1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the Bid price for the item. Partial payments for all other items will not exceed 75% of the Bid price of the item in which the material is to be used.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-9 Interest Due on Delayed Payments DELETE IN ITS ENTIRETY

9-11 Change Order Approvals ADD THE FOLLOWING ARTICLE:

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the Work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as Bid.

END OF SECTION

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All existing signs are the property of the Department. The Contractor shall stockpile the above mentioned signs and contact Palm Beach County Traffic Operations Sign Supervisor at 233-3900 for pick-up. Signs must be kept in good condition or be responsible for reimbursement to the Department.

This section shall be governed by the current edition of the following standards:

1. Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction"

2. "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD)

3. Florida Department of Transportation "Design Standards"

4. Florida Department of Transportation "Plans Preparation Manual"

5. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

6. Palm Beach County's Engineering and Public Works Department Traffic Division Temporary Traffic Control Guide.

102-1.1 General

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.

2. All Highway Equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the Equipment is operating.

3. During peak hours 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 7:00 p.m. left turn and through lanes shall not be blocked without permission from the 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.

5. Night Time Work –Work involving double lane closures shall be completed during nighttime hours. Daytime operations with double lane closures (from 9:00 a.m. to 3:00 p.m.) will require prior approval in writing from the Department.

Pedestrians

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.

    - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.

2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.

3. Pedestrian detours are not to exceed 300 feet from the closure to a signalized or Palm Beach County approved alternative crossing location. The Contractor is to provide a safe and reasonable alternate route including pedestrian detours, diversions and flaggers to assist pedestrians around the work area when applicable.

4. Sidewalks within school zones/areas shall be maintained during morning start and afternoon dismissal times unless otherwise approved by the Engineer. Otherwise, direct detours shall be provided such that students will not be diverted for more than 100 feet. Temporary guarded crossings provided by the Contractor shall be utilized when needed.

102-3.2 Worksite Traffic Supervisor **ADD THE FOLLOWING AT THE END OF THIS ARTICLE:**

Certification must be through American Traffic Safety Services Association (ATSSA) or FDOT approved Advanced Maintenance of Traffic course certification.

102-4 Temporary Traffic Control Plan. (TTCP) **DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:**

GENERAL PROVISION

The Temporary Traffic Control Plan (TTCP) for traffic control around or through work sites should be developed with safety receiving a high priority. The TTCP should include protection at work sites when Work is in progress and when operations have been halted (such as during the night) or from the time Work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

The temporary traffic control plan shall include the following:

TTCP to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association or FDOT approved Advanced Maintenance of Traffic course or a Professional Engineer.

1. A copy of the signer's certification, Contractor's name, and 24 hour phone number of the work site traffic supervisor shall be on the TTCP.

2. The TTCP shall include: north arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; Retro-reflective Pavement Markers (RPM); pavement markings; school zones; crosswalks; Palm Tran bus stop and railroad crossings.

3. Plans may be drawn to scale; however, dimensions shall be shown. Plans that are not drawn to scale must be drawn proportionately and include all areas hat will be within the temporary traffic control including signalized and unsignalized intersections. Plans must be legible, easily read and include all lane usage and current geometrics.

4. Variable Message Sign (VMS) and the messages.

    a. Road Closures – VMS boards shall be installed 10 business days prior to Work beginning. If the Road closer is on a thoroughfare Road then the VMS board shall be installed for the entire Contract Time.

    b. Traffic Shifts – VMS boards shall be installed 7 business days prior to Work until 7 Working Days after the traffic shift.

5. Location and geometry for transitions, detours, and diversions (includes buffer space and taper length).

6. No change-overs are allowed on Monday or Friday, the day before a Holiday or during AM or PM peak traffic, and are discouraged at signalized intersections.

7. All Plans shall be submitted through the Palm Beach County Construction Coordination Division.

8. Lane closures in front of schools shall avoid disruption to school traffic during school arrival and dismissal times.

9. The Contractor shall comply with the current MUTCD and FDOT Standard Plan Index 102 series and Palm Beach County Standards for all MOT.

10. The Contractor shall provide MOT for each phase of construction within 60 days of phase implementation.

11. Supporting calculations shall be provided for all proposed horizontal curves.

The MOT review time is approximately fifteen (15) business days. A MOT is valid for 60 days from the date of approval; if construction has not started during that timeframe, a new MOT application must be submitted. The approved MOT must be available at all times on the construction site.

Time may vary based on the complexity of the TTCP Consideration should be given to these time frames when scheduling the Work.

Palm Beach County Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

The TTCP is good for 60 days. If the TTCP has not been implemented by then, a new approval will be required.

TTCP must have dates and times of operation requested.

In no case may the Contractor begin Work until the TTCP has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a prorated basis or $1,000.00 per day, whichever is higher.

Cost for Temporary Traffic Control Plans shall be made on a Lump Sum basis, and shall include all the above requirements.

Cost for Temporary Traffic Control Plans shall be included in Maintenance of Traffic items and shall include all of the above requirements.

102-5.5 Crossings and Intersections DELETE AND INSERT THE FOLLOWING:

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any Road or Street unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side Street movements for the duration of the Contract. (See 102-7.1)

102-5.8 Flagger DELETE AND INSERT THE FOLLOWING:

Provide trained flaggers in accordance with FDOT and MUTCD requirements.

102-6.2 Construction DELETE AND INSERT THE FOLLOWING:

Plan, construct, and maintain detours for the safe passage of traffic (both vehicular and pedestrian) in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.

102-6.6 Operation of Existing Movable Bridges DELETE IN ITS ENTIRETY

102-7 Traffic Control Officer DELETE AND INSERT THE FOLLOWING:

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone, when the following types of Work are necessary on projects:

1. Traffic control in a signalized intersection when signals are overridden.

2. When Standard Index No. 102-607 is used on Interstate at nighttime and required by the Plans.

3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Department.

4. During the night time milling or paving, if the lane adjacent to the Work area is open to traffic, the Traffic Control Officer shall be present with flashing lights, operating on their vehicle.

5. As required by the Engineer.

6. Provide uniformed laws enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans. The Contractor shall make a request for the use of this item in writing to Construction Coordination Division. The request will be reviewed and responded to in writing. The Contractor shall supply a breakdown of police activity for every 4 hour period.

ADD THE FOLLOWING SUBARTICLE:

102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (Non-MOT)

Furnish Portable Changeable Message Sign (PCMS) in accordance with 102-9.10.2, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the TTCP.

102-9.10.4 Radar Speed Display Unit (RSDU) DELETE IN ITS ENTIRETY

102-9.11.1 Temporary Signals for Lane Closure on Two-Lane, Two-Way Roadways DELETE IN ITS ENTIRETY

102-9.12 Temporary Traffic Detection and Maintenance DELETE IN ITS ENTIRETY

102-10 Work Zone Pavement Marking DELETE AND INSERT THE FOLLOWING:

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.

2. Temporary RPM's shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing RPM's shall be replaced on a daily basis. The RPM's shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. RPM's shall be bonded to the pavement or concrete with epoxy, alkyd thermoplastic or bituminous adhesive.

3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, or paint meeting both State and Department Specifications.

4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typicals in the General Provisions.

5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for Roadways with severe curvature, or as directed by the Department.

6. All painted lines shall conform to size and color requirements of the MUTCD, Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6 ¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectively falls below 150 mini-candles. A normal width line is 6" paint or tape.

7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.

8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.

9. It shall be the Contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.

10. The last temporary pavement markings for the project's final condition shall be incidental to the Maintenance of Traffic item. They shall be placed in the location of the future permanent pavement markings.

102-10.1 Description DELETE IN ITS ENTIRETY

102-10.2 Painted Pavement Markings DELETE IN ITS ENTIRETY

102-10.3 Removable Tape DELETE IN ITS ENTIRETY

102-10.3.1 General DELETE IN ITS ENTIRETY

102-10.3.2 Application DELETE IN ITS ENTIRETY

102-10.3.3 Retro-reflectivity DELETE IN ITS ENTIRETY

102-10.3.4 Removability DELETE IN ITS ENTIRETY

102-10.4 Temporary Raised Pavement Markers DELETE AND INSERT THE FOLLOWING:

Apply all markers in accordance with Palm Beach County Typical T-P-24, or as otherwise revised.

102-11 Method of Measurement

102-11.1 General DELETE AND INSERT THE FOLLOWING:

Devices installed/used on the project on any Calendar Day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (TTCP).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the pay item: MOT, on a Lump Sum basis.

ADD THE FOLLOWING SUBARTICLE:
102-11.2.1 Traffic Control Officers (Non-MOT)

The quantity to be paid for will be at a unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for those traffic control officers not incidental to the TTCP requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (Non-MOT) per hour.

102-11.3 Special Detours DELETE IN ITS ENTIRETY

ADD THE FOLLOWING SUBARTICLE:
102-11.14.1 Changeable (Variable) Message Sign (NON-MOT)

The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the TTCP.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (Non-MOT) per each per day.

102-11.18 Temporary Signalization and Maintenance DELETE IN ITS ENTIRETY

102-11.19 Temporary Traffic Detection and Maintenance DELETE IN ITS ENTIRETY

102-11.20 Work Zone Pavement Markings DELETE AND INSERT THE FOLLOWING:

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to MOT, Lump Sum.

102-12.1 Submittal Instructions DELETE IN ITS ENTIRETY

102-12.2 Contractor's Certification of Quantities DELETE AND INSERT THE FOLLOWING:
When requested by the Department, Contractor shall submit a certification of the material used.

Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

102-13 Basis of Payment

102-13.1 Maintenance of Traffic (General Work) DELETE AND INSERT THE FOLLOWING:

When an item of Work is included in the Proposal, price and payment will be full compensation for all Work and costs specified under this Section except as may be specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include all items required to implement the approved Temporary Traffic Control Plans (TTCP).

Unless otherwise specified, all devices / items specified in 102-13 shall be incidental to the pay item: MOT, on a Lump Sum basis.

INSERT THE FOLLOWING SUBARTICLE:
102-13.2.1 Traffic Control Officers (Non-MOT)

Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the TTCP.

102-13.3 Special Detours DELETE IN ITS ENTIRETY

INSERT THE FOLLOWING SUBARTICLE:
102-13.13.1 Changeable (Variable) Message Sign (NON-MOT)

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs when directed by the Engineer and not a requirement of the TTCP.

102-13.20 Temporary Raised Rumble Strips DELETE IN ITS ENTIRETY

102-13.21 Temporary Lane Separator DELETE IN ITS ENTIRETY

102-13.22 Temporary Signals for Lane Closures DELETE IN ITS ENTIRETY

102-13.23 Temporary Highway Lighting DELETE IN ITS ENTIRETY

102-13.24 Pedestrian or Bicycle Special Detours DELETE IN ITS ENTIRETY

102-13.25 Type III Barricades DELETE IN ITS ENTIRETY

102-13.26 Payment Items DELETE AND INSERT THE FOLLOWING:

Payment will be made under:

Item No. 102- 1- Maintenance of Traffic - lump sum.
Item No. 102- 14-1 Traffic Control Officers (Non-MOT) - per hour.
Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

105-1.2.3 Notification of Placing Order DELETE AND INSERT THE FOLLOWING:

Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify the Engineer prior to placing orders for materials.

Submit to the Engineer a fabrication schedule for all items requiring commercial inspection at least 30 days before beginning fabrication. Items requiring commercial inspection will be identified in the Plans, Proposal, Special Provisions, Supplemental Specifications, or Technical Special Provisions of the Contract Documents. These items can include steel bridge components, moveable bridge components, pedestrian bridges, castings, forgings structures erected either

partially or completely over the travelled roadway or mounted on bridges as overhead traffic signs (some of these may be further classified as cantilevered, overhead trusses, or monotubes) or any other item identified as an item requiring commercial inspection in the Contract Documents.

END OF SECTION

SECTION 300
PRIME AND TACK COATS

300-2.3 Tack Coat DELETE AND SUBSTITUTE THE FOLLOWING:

Unless the Contract Documents call for a specific type or grade of tack coat, use RA-500 meeting the requirements of 916-2, heated to a temperature of 250 to 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.

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.

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 sba11 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 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.

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.

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.

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 Coal 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 +/-25°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 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 sball be constructed in layers of the thickness of not less than 3/4 inch nor greater than 1 1/4 inches.

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 sball 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.

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.

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.

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 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.

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

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
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-I	X	96 Lab. Dens.	**
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-I	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 sublot 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 sublot determinations.

For the standard size Lot (5,000 lineal feet), five density determinations - one for each sublot - 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 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:

Table 330AA-3
Payment Schedule for Density

Percent of Control Strip Density*	Percent of Payment
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.

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.

330A-12.3.2 Test Method

Acceptance testing shall consist of one pass of a standard IS-foot rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing lit 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.

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 SO 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 SO 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 or 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.

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 80 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 sha11 he 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 f be corrected and the thickness of new material added shall be as specified in 330A-12.3.

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

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	½	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 I-inch sieve.
***100% passing 1 1/2-inch sieve.
****The design range for the No. 10 sieve may be increased for lightweight aggregates.

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 course 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.

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.

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.

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

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).

Table 331-3
Tolerances for Quality Control Tests
(Extraction Gradation Analysis)

Sieve Size	Percent Passing
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.

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 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 sublot 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 sublot 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

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.

Table 331-5
Tolerances for Acceptance Tests

Characteristic	Tolerance*
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-l 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 sublot. 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

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**
Asphalt Cement Content (Extraction)						
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
Asphalt Cement Content (Printout)						
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
No. 4 Sieve **						
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
No. 10 Sieve **						
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
No. 40 Sieve **						
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
No. 200 Sieve **						
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

results.
Notes:
(1) The No. 40 Sieve applies only to Type S-I, S-II, S-III, FC-l 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.

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

Construction of asphalt pavement will fall into one of the following Work categories:

334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (Millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

334-1.5 Thickness

The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the

total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

Spread rate (lbs/yd^2) = t x G_{mm} x 43.3

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the Contract Documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials

334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement. For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed Materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

334-2.3.1 General Requirements

RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization

Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP

Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	**Asphalt Binder Grade**
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture

334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design

334-3.2.1 General

Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component Materials, including asphalt binder to a Laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: https://www.fdot.gov/materials/laboratory/asphalt/index.shtm.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements

Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria

Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility

Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the Materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the Roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Roadway to control the process.

334-5 General Construction Requirements

334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the Roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations

334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base Materials are properly primed and all asphalt base Materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-4 Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	N_{design} Number of Gyrations
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the Roadway, within a range of plus or minus 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

prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving

334-5.5.1 Cleaning

Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses

As shown in the Plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application Over Surface Treatment

Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat

Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture

334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions

Immediately cease transportation of asphalt mixtures from the plant when rain begins at the Roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for

layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses

334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the Plans.

334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application

When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select Equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints

334-5.9.1 Transverse Joints

Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15-foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project

and at the beginning and end of Bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints

For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter Roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the Roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing

334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side Streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture

334-6.1 General

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the Roadway density with 6 inch diameter Roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the Roadway density in accordance with FDOT Method FM 1-T 166. The minimum Roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G_{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the Roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation

and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions

When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on Subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on Bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

For the Work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The Bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment

334-8.1 General

Price and payment will be full compensation for all the Work specified under this Section.

END OF SECTION

SECTION 570
PERFORMANCE TURF

575-3 CONSTRUCTION METHODS – DELETE AND SUBSTITUTE THE FOLLOWING:

575-3 Construction Methods

Test the area requiring sod per Section 162-5 and forward results to the Engineer. Apply finish soil layer material in accordance with Section162 if determined by the Engineer. Fertilize at the rate as shown in Section 982. If soil layer is not determined to be used on areas to receive sod, scarify or loosen the areas to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

END OF SECTION

SECTION 580
LANDSCAPE INSTALLATION

INSERT SECTION 580 LANDSCAPE INSTALLATION, AS FOLLOWS:

580-1.00 General

580- 1.01 Scope of Work:

Provide all labor, materials, equipment and incidentals required to prepare site to final grade, install landscape trees, plants, sod, and irrigation systems in accordance with the plans and as specified. These specifications are inclusive of a required guarantee, replacements, clean-up, maintenance services, and maintenance of traffic, all of which shall be included in the unit bid price for each tree.

580- 1.02 Related Work Specified Elsewhere:

Section 585- Site Maintenance: these provisions shall apply to all Work in SECTION 580- LANDSCAPE INSTALLATION as appropriate.

580- 1.03 General Requirements:

A. Refer to the Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, July 2021, as the general operating specification document,

however Section 580 Landscaping is deleted and replaced with these specifications for LANDSCAPE INSTALLATION (SECTION LI) and the SITE MAINTENANCE (SECTION SM). Maintenance of traffic requirements are described in the Contract Documents.

B. Comply with all applicable federal, state, county and local codes, ordinances and regulations governing this Work.

C. The Work shall be coordinated with other trades to prevent conflicts.

D. All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures and under the supervision of a qualified landscape foreman, who shall be on-site at all times during the Work.

E. Finish Grade: The Contractor shall verify with the Department that final grade has been achieved and shall perform fine grading if so directed by the Department. The Contractor is responsible for any trees or palms that are planted prior to achieving final grade.

F. Prior to commencing Work, the Contractor shall visit the site and ascertain all site conditions, including utilities, structures, slopes, access and available work space to preclude any misunderstandings and to ensure a trouble-free installation. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. The Contractor shall examine available utility plans and notify the Department of any conflicts and needed adjustments. The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility Locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility Locations. In general, the location of trees will be adjusted rather than adjusting the location of utilities or structures. Refer to ITEM 580- 3.02 for related requirements.

G. Prior to the preparation of planting holes, the Contractor shall ascertain the on-site location of, and take necessary precautions to avoid damage to, all above-ground and underground utilities, underdrain trenches, electrical cables, conduits, utility lines, oil tanks, supply lines, pavement, curbing, traffic control devices, pedestrian signals, building structures, or waterproofing. The Contractor shall properly

maintain and protect all such improvements. The Contractor shall be responsible for the cost to repair all damages to such improvements caused by his operations.

H. The use of mechanical equipment within five (5') feet of any building or structure to move plants or materials shall be approved by the Department prior to its use.

580- 1.04 Applicable Documents:

A. Plant nomenclature shall conform to the names given in "The New Royal Horticultural Society Dictionary of Gardening", which is the source cited by the current July, 2022 edition of Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).

1. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.

2. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Department.

B. The Contractor is obligated to be familiar with and understand the following documents in order to comply with the requirements therein to properly perform the Work contemplated in this Contract:

1. All plans and documents within the bid package set.

2. The Florida Grades and Standards, (July, 2022 5th edition).

3. The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (as general operating specification document, excluding Section 580, Landscaping).

4. The Florida Department of Transportation, Roadway, and Traffic Design Standards, (current edition).

5. The Palm Beach County Streetscape Standards Manual, (current edition).

6. The Manual of Uniform Traffic Control Devices for Streets and Highways, by the Federal Highway Administration,(current edition).

7. The State of Florida Manual on Traffic Control and Safe Practices, (current edition).

8. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by FDOT (current edition).

9. NCHRP Report 672, Roundabouts: An Informational Guide, (TRB, 2010)

580- 1.05 Quality Control:

A. Substitution of materials and products specified herein, including those meeting "or accepted equal" clauses, shall not be permitted without written authorization from the Department.

B. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi plant diseases and injuries. No sod with obvious chinch bug or mole cricket damage will be accepted. Any sod roots that appear to be diseased or the detected presence of grubs or other insects within the soil base will result in the sod being rejected.

C. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.

D. All single-trunked palms shall have straight vertical trunks, not re-curved trunks, unless otherwise specifically directed in writing by the Department.

E. Turf grasses to be used are St. Augustine "Floratam" and/or Bahia "Argentine". The sod must be obtained from a sod farm that has been inspected and certified by the Florida Dept. of Agricultural and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. The sod must exhibit a dark green color and be free of weeds and foreign matter. It must have a leaf blade density of at least 90% and be free of any diseased or insect-damaged leaf tissue. The soil base of the sod must be a minimum of 3/4" thick and a maximum of 2" thick and contain a healthy root system as indicated by turgid feeder roots that are white in color.

F. Plant material shall be Florida Grade No. 1 or better as outlined under the current edition of Florida Grades and Standards.

1. All plants not listed in Florida Grades and Standards, shall conform to a Florida Grade No. 1 as to: (1) health and vitality; (2) condition of foliage; (3) root system; (4) freedom

from pest or mechanical damage; (5) heavily branched and densely foliated according to the accepted normal shape of the species

2. Undersizing plant materials or substituting one species or cultivar for another are contract violations, but have no bearing on plant grading. Undersizing or substituting species or cultivars may be permitted only if authorized by the Department in writing.

3. Verification of specified grades are to be determined at the time of delivery (even for trees inspected, accepted, and tagged by the Contractor with the Department at respective nurseries). Grades determined at the time of delivery inspection or during the course of conducting a regrading inspection shall be based on the growth characteristics and condition of the plant at the time of grading. The grade shall not be based on any future or predicted growth potential of the plant. Each tree shall be maintained by the Contractor to Florida Grade No. 1 standards until the date of written Final Acceptance by the Department for that tree. The Department is the final authority to determine if a tree does or does not meet Florida Grade No. 1 standards, including health and vigor of the tree.

4. If at any time during plant installations, the Department believes that any trees are not of the specified grade, the Department may, at their discretion, request a regrading inspection by the Division of Plant Industry. Upon the findings provided thereby, the Department may seek further remedy by requesting replacement of plant materials or other corrective actions, including, but not limited to, legal redress.

G. The Department shall have the right, at any stage of the operations, to reject any and all Work and materials, which, in the Department's opinion, do not meet the requirements of these specifications or aesthetically do not comply with design intent. Trees that are scarred or damaged during delivery or off-loading will be rejected.

H. Plant materials, as proposed by the Contractor, are required to be inspected, accepted and tagged at the respective nurseries by the Contractor with the Department prior to any delivery to the project site, unless waived by the Department in writing. If such waiver is granted, the Department will inspect and approve representative plant material samples at the project site or at the respective nurseries prior to delivery to the project site. Waivers will only apply to the specific projects (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", Current Edition, http://www.fleppc.org). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species.

580- 1.07 Measurements:

A. The minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape plans and conform to the Florida Grades and Standards. Deviations from these measurements must be approved in writing by the Department.

B. The caliper (diameter) of tree trunks is measured six (6") inches above ground level for trees with calipers up to and including four (4") inches in caliper, and twelve (12") inches above the ground for larger trees.

C. The caliper (diameter) of palm tree trunks is to be taken at the widest portion of trunk measured between 1' and 3' above the soil line.

580- 1.08 Shipment and Delivery:

A. Contractor shall notify the Department, a minimum of 48-hours in advance (excluding weekends and holidays), of all plant material deliveries. Contractor shall be responsible for delivery, storage, and security of all materials specified.

B. Plant materials shall be protected from sun-scalding and weather and adequately packed to prevent breakage and drying during transit and storage.

C. The Department will exercise its option to inspect, select and assist the Contractor with the tagging of plant materials at the nursery proposed by the Contractor unless waived as in ITEM 580- 1.05 H.

D. Tamper-resistant identification tags supplied by the Contractor and placed on all trees and palms selected for installation, shall show no evidence of tampering upon inspection for Initial Acceptance (of installation). These tags shall be removed following the Department's Initial Acceptance (of installation).

E. Plants which do not meet specifications for quality or size herein stated, or plants that show improper handling, or arrive on-site in an unsatisfactory condition (as described in Florida Grades and Standards), will be rejected. Rejected plants shall immediately be removed, disposed of, and replaced with accepted nursery stock of like variety, size, and age. These plants shall be replaced without additional cost to the Department.

F. Initial acceptance of plant material for initial payment will be given only after material is planted and after meeting requirements prescribed herein.

G. Plant materials may be reserved in advance by the Department from nursery sources provided by the Contractor for predetermined amounts of time prior to shipment and delivery. The reserve period will be designated by the Department and will begin upon the issue date of the Work Order. Designated time periods will be 1-90 days, 1-180 days, and 1-270 days. The Department will compensate the Contractor a percent of the unit price for each unit of plant material reserved in advance of shipment and delivery. This percentage amount is as follows:

Reserve Period	Percent of Unit Price Paid for Reservation of Plant Material
1 - 90 Days	10%
1 - 180 Days	25%
1 - 270 Days	50%

All advance payments shall be applied to the balance owed to the Contractor by the Department upon the completion of any applicable warranty periods. All post- installation guarantees, as specified in ITEM 585- 1.11, shall apply to all plants held in reserve by the Contractor with no period of reserve time serving as a replacement for any warranty periods

specified within the Contract. The Contractor shall select and maintain all plant materials reserved by the Department in a manner and condition designated in ITEM 580- 1.05. Reserved plant materials shall conform to the type and quality specification listed in ITEM 580- 2.02. The Department may, at its discretion, reserve plant materials that are less than the caliper, height, spread, clear trunk or rootball size, as designated in the Bid Item description for each unit listed. However, all plant materials must meet the stated specifications prior to shipment and delivery by the Contractor, unless given a written waiver by the Department. The Contractor shall not accept reserve payment for any plant materials that it knowingly cannot provide at the end of the designated reserve period. The Contractor shall notify designated Department representatives within 24 hours if plant materials reserved for any designated period become unavailable. The Contractor shall make available to the Department like species of acceptable specifications if any reserved plant materials are sold to other parties or otherwise rendered substandard during the designated reserve period. In the event that like species of similar quality are not made available by the end of the designated reserve period, the Contractor shall issue a credit or refund any reserve payments for that quantity of plant materials, at the discretion of the Department. The Department shall forfeit any reserve payments made to the Contractor if the Department elects to delay the scheduled shipment and delivery beyond the reserve period contracted for. The Contractor shall grant the Department a reserve time extension, based on additional payment issued within ten (10) days of the end of the contracted reserve period, unless the Contractor can show that any reserved plant materials would exceed the specifications as listed in the Bid Item description for each unit of plant material during the extension of the reserve period.

580- 1.09 Tree Transplanting and Root Pruning:

A. The Contractor shall provide tree transplanting services as requested by the Department. This service is to be performed by the Contractor within a 30 day period of receipt of a Work Order. Trees transplanted within 90 days of original installation by the Contractor shall carry the balance of the warranty as specified in ITEM 585- 1.11. No warranties shall apply to trees installed more than 90 days prior to transplantation or trees installed by other parties.

B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warrantied trees. Watering procedures must adhere to the specifications designated in ITEM 580- 2.06 and SECTION 585- SITE MAINTENANCE.

C. Palm tree transplanting procedures include digging, loading, transporting, re-planting with approved backfill material and restaking. The original planting hole must be backfilled and sodded.

D. Hardwood tree transplanting procedures include root pruning of established trees, digging, loading, transporting, replanting with approved backfill material and restaking. The original planting hole must be backfilled and sodded.

E. Use machinery that is designed to root prune tree/palm roots with a clean cut. **Do not use machinery that will not tear or shred the root system.** Cut the root system in quarter sections to allow for new feeder roots to develop. If hand root pruning, use sharp cutting instruments to provide clean cuts (no Tearing or Shredding) to the existing root system. Allow a minimum of 18-24" of space to cleanly cut the roots and fill the root pruned area with proper backfill as specified in LI-Part Two-Products LI- Section 2.01- Subsection A – D (Planting Soil Backfill Mix). Reuse native clean fill mixed with topsoil to promote new root development.

F. Large hardwood trees exceeding 8" Cal. Shall be transported/moved by the following method.

To protect the integrity and health of the hardwood to be transplanted, a Certified Arborist or Landscape Architect must be consulted "Prior to Relocation" through the Department designated representative to determine the best methodology to relocate the designated transplant material. I.E. "A large Live Pak could be relocated by drilling the trunk with a minimum of 1-1/2" wood drilling core bit to eliminate damage to main cambium later, inserting a 1" solid steel rod through the trunk to attack strapping material to and lifting the tree with no stress on the cambium layer." or a 90" Tree Spade, or Crate method. **These are examples of recommended relocation methods but not inclusive of all methods to relocate material. This is written as a guideline only.**

580-2.00 Products

580- 2.01 Planting Soil Backfill Mix:

A. All planting areas shall be backfilled with a mixture of prepared plant soil mix as shown below to be accepted by the Department prior to use on each project site. Terrasorb AG (super-absorbent water retainer as manufactured by Industrial Services International, Inc.), or similar product accepted in writing by the Department, shall be added to all non-irrigated planting soil backfill mixes at the rate specified by the manufacturer.

B. This Work shall consist of removing surface debris and then excavating a planting hole and blending compost with the excavated soil to improve soil quality and plant growth. The Planting Soil Backfill Mix shall be created on the project site by uniformly mixing compost with the excavated soil of the planting hole at a 1:3 ratio (25% compost: 75% excavated soil).

Backfill and firm the soil blend around the rootball within the planting hole, as described under Part III – Execution. This specification applies to all types of containerized and balled and burlapped plant material.

C. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and biosolids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.

Compost shall have the following properties:

Parameters	Range
pH	5.5 – 8.0
Moisture content	35% - 55%
C:N ratio	15 – 30:1
Organic matter	> 50%
Particle size	< 1 inch
Soluble salts	< 4.0 mmhos (dS)
Bulk density	< 1000 lbs/cuyd
Foreign matter	< 1% by weight

D. This specification covers the properties of **AllGro™** as distributed by: **AllGro™**, 4 Liberty Lane West, Hampton, NH 03842, telephone (800) 662-2440. The Contractor shall utilize **AllGro™** compost, or Department-accepted equal, as directed above.

580- 2.02 Plant Material:

A. The words "Plant Materials" or "Plants" or "Trees" refer to and include trees and palms. "Plant Materials" shall also refer to accent plants, ground covers and woody ornamentals. When the words "palms" or "palm trees" are utilized, no reference to other tree types is intended. When the words "trees (excluding palms)" are utilized, no other reference to palm trees is intended.

B. Plant species shall conform to those species and cultivars indicated on the plans and in the specifications.

C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified

caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear trunk height, overall height, spread, and rootball size, as applicable. Container grown plant materials shall be "Florida Fancy" as described in Florida Grades and Standards , Shrubs, Groundcovers and Vines.

D. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the Department. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.

E. Trees are required to be one of the following:

1. Container Grown:

a. Plastic containers: Trees grown in plastic or other rigid containers shall be well established and in the container for at least 60 days, and not root-bound. Minimum container size guidelines will follow those established by Florida Grades and Standards.

b. Fabric containers: Minimum rootball size will follow the guidelines established in Florida Grades and Standards. Trees grown in fabric bags should be properly root-pruned and hardened-off in the nursery following harvesting for 45-90 days.

c. All slash pines and wax myrtles are required to be container-grown for entire lives before planting on project sites.

2. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Rootball depth on balled and burlapped (B&B) stock (excluding palms) shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the Department for new root growth.

a. Field grown balled and burlapped (B&B) trees are usually specified on the unit bid price plant list, however upon Department approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, specifications, and unit bid prices of B&B trees are adhered to.

b. Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics are prohibited. Wire Baskets can be used when Department provides written approval. The top 1/3rd

of the wire basket must be removed when planting occurs to enhance new root stimulation.

F. Collected plants shall not be used unless specifically called for in the specifications or accepted in writing by the Department. The type, size, and availability of specific species will be the basis of selection of any collected plants.

G. All plants for this project are to be secured from state registered nurseries within the south and central Florida areas (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the Department.

H. Accent plants, ground covers and woody ornamentals are required to be one of the following:

ACCENT PLANTS (1 gal. containers)

Including these species, or comparable:

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

ACCENT PLANTS (3 gal., 7gal. and 10gal. containers)
Including these species, or comparable:

Common Name	Botanical Name
Bird-of-Paradise	*Strelitzia reginae*
Bougainvillea Hybrid (includes dwarf varieties)	*Bougainvillea sp.*
Coontie	*Zamia pumila*
Cardboard Palm	*Zamia maritima*
Saw Palmetto	*Serenoa repens*
Crinum lily	*Crinum Americana*
Giant False Agave	*Furcraea foetida.*
Dwarf Yaupon Holly (Schillings Dwarf)	*Ilex vomitoria*

Dwarf Fakahatchee Grass	*Tripsacum floridanum*
Fakahatchee Grass	*Tripsacum dactyloides*
Pringles	*Podocarpus sp.*
Wax Jasmine	*Jasmine volubile*
Wax Myrtle	*Myrica cerifera*
Wild Coffee	*Psychotria nervosa*

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

Common Name	Botanical Name
Blue Daze	*Evolvulus glomerata*
Crown of Thorns (includes dwarf varieties)	*Euphorbia milii*
Dune Sunflower	*Helianthus debilis*
Lantana (includes dwarf varieties)	*Lantana sp.*
Super Blue Liriope (Min. 4 Bibs)	*Liriope muscari*
Mexican Heather	*Cuphea hyssopifolia*
Sea Oxeye Daisy	*Borrichia arborescens*
Cord grass	Spartina Bakeri

WOODY ORNAMENTALS (3 gal., 7 gal., and 10 gal containers)
Including these species, or comparable:

Common Name	Botanical Name
Bougainvillea Hybrid (includes dwarf varieties)	*Bougainvillea sp.*
Red Tip Cocoplum (includes green)	*Chrysobalanus icaco*
Cocoplum (Horizontal)	*Chrysobalanus icaco*
Carissa (includes dwarf varieties)	*Carissa sps*
Eugenia	*Eugenia sp.*
Dwarf Oleander	*Nerium oleander*
Dwarf Schefflera (includes various varieties)	*Schefflera arboricola*
Dwarf Yaupon Holly (Schillings Dwarf)	*Ilex vomitoria*
Fiddlewood	*Citharexylum fruiticosum*
Firebush (includes dwarf varieties)	*Hamelia patens*
Green Island Ficus (includes various varieties)	*Ficus microcarpa*
Jatropha (includes dwarf varieties)	*Jatropha hastata*

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

580- 2.03 Quantities:

A. The quantities shown in the leader call-outs in the plans govern the required installed quantities. The Plant List summarizing quantities is provided as a reference only. The Contractor is responsible for his own take-off. Discrepancies must be brought to the Department's attention, in writing, at the time of ordering plant materials.

B. The Department reserves the right to adjust the number and locations of the designated types and species of plants to be used at any of the locations shown. The Department shall make payment based on the actual quantities installed as approved in writing by the Department.

580- 2.04 Fertilizer for Plantings:

A. Provide commercial grade granular fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable equipment, delivered in unopened bags or containers, each fully labeled and complying with Florida State fertilizer laws.

B. Provide a complete fertilizer with proper ratio of nitrogen (N), phosphorus (P), and potassium (K) for the specie, including micronutrient trace elements of iron, manganese, zinc, copper,

and boron. Provide acid-based, slow-release (sulfur coated) formulas with at least 50% slow-release of nitrogen and potassium.

C. For non-flowering trees, use 13-3-13 high sulfur, iron, and potash; and for flowering trees, use 13-3-13 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal).

D. For palm trees use a 'palm special type' 13-3-13 to include minor elements, very high sulfur, manganese, magnesium, and iron; 50% slow-release nitrogen and potassium; and acid-based (sulfur coated) or accepted equal.

E. For non-flowering trees, use 13-3-13 high sulfur, iron, and potash; and for flowering trees, use 13-3-13 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal). For accent plants, ground covers and woody ornamentals, use 13-3-13 that includes micro nutrients, 25% sulfur coated area, 50% slow release nitrogen, or accepted equal.

580- 2.05 Top Mulch:

A. Mulch shall be recycled, not harvested wood, and made entirely from the wood and bark of the Melaleuca quinquenervia tree, eucalyptus tree, cypress blend by-product (**Pure Cypress shall NOT be used on State Roads**), or mixed hardwoods. The mulch shall be shredded, cleaned, sized, and aged (heated) to destroy weed seeds, pathogens, and insects. It shall not contain more than 10% (by volume) bark. Shredded pieces of mulch shall not be larger than ¾" diameter and 1-1/2" in length. Mulch shall be free of weeds, seeds (including Melaleuca spp. seeds), soil, and any other organic or inorganic material.

B. Prior to its delivery, mulch shall have been inspected and certified by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proof of delivery shall bear official State of Florida stamp of inspection and certification (Grade AA, A or B). Deliver in bags or bulk by the cubic yard.

C. All material specified shall be processed specifically for use as mulch around trees and plant beds. The use of construction wood or wooden pallets (which do not decompose and/or may harbor pests), the use of fresh-wood mulch (which deprives surrounding plants of nitrogen), or the use of color dyed mulches, is prohibited.

580- 2.06 Water:

Contractor shall provide water, labor, and equipment (including a self-canceling nozzle with a diffuser) necessary to distribute water as required for all installed materials using hand-watering methods. Existing or proposed irrigation systems will not be relied upon to provide water for newly planted materials. Use water free of elements toxic to plant and/or animal life. Refer to SECTION 585– SITE MAINTENANCE for detailed watering specifications.

580- 2.07 Guying and Staking Material:

A. Support stakes shall be structurally sound, #2 grade, yellow pine round lodge pole free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

Braces, Battens, and anchor stakes pads shall be structurally sound, #2 grade, yellow pine; free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

1. Minimum nominal size of vertical stakes: 2" x 2" round lodge pole with the length adjusted as appropriate for proper staking relative to tree height or as per specifications/details.

2. Minimum nominal size of angled braces: 2" x 2" round lodge pole with the length adjusted as appropriate for proper staking relative to tree height as per specifications/details.

3. Anchor stake pads for braces to be 2"x 4" and a minimum of 12" long.

4. Battens for braces to be 2"x 4" and a minimum of 12" long.

B. Banding at brace battens for heavy trunked palms and specified trees shall be minimum 1" steel manufactured specifically for banding – minimum two (2) bands per palm. Wrap palm trunks (excluding Washington palms) with minimum of five (5) layers of heavy nursery grade, burlap cloth before installing battens.

C. For small trees using vertical support stakes, trunks shall be secured to such stakes with guying material that is wide, smooth, sturdy and flexible plastic or rubber such as Wellington tape or accepted equal. Guying tape to connect trunk to support stake at 90°. This flexible tape shall replace the traditional guy wire and hose method in order to avoid damage to trunk and branches.

D. Unless the appropriate painting bid item is included in the applicable Work Order, then all vertical stakes, angled braces, anchor stake pads, and/or battens shall be provided and installed as natural, unpainted wood. When the appropriate painting bid item number is

included in the applicable Work Order, then the wood for all vertical stakes, angled braces, anchor stake pads, and/or battens shall be painted Forest Green using Behr exterior grade flat latex paint, or accepted equal, such that there is complete coverage of all surfaces. This painting shall be done prior to delivery of the wood staking and bracing material to the planting site. The only painting allowed at the planting site will be minor touch-up by brush only for saw cuts, abrasions, nicks, etc. There shall be no spray painting at the planting site. Care shall be exercised to avoid wet paint coming into contact with the tree/palm, Wellington tape, banding, or burlap. To the extent that painted vertical stakes, angled braces, anchor stake pads, and/or battens are proposed by the Contractor for re-use, then in addition to meeting other specification requirements, they shall receive a fresh, complete coat of the above specified paint. This complete paint coverage shall be maintained in good condition until staking and bracing materials are removed from the planting site. The Department reserves the right, at its discretion, for the Department to require painting of staking and bracing material.

580- 2.08 Root Barrier Material:

The Contractor shall provide and install rigid root barrier, DeepRoot UB 48-2 by Urban Landscape Products, or flexible fabric root barrier, Typar Biobarrier Root Control System as manufactured by Reemay, Inc., or accepted equal, as directed by the Department or as indicated in the plans or as required by the permitting agencies. All safety precautions and installation procedures prescribed by the manufacturer shall be adhered to.

580-3.00 Execution

580- 3.01 General:

A. The Contractor's Work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the Contract documents or otherwise by the Department.

B. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. If a balled and burlapped (B&B) tree is not planted within 12-hours of delivery then the rootball shall be kept covered with a moist material to prevent drying of root growth tips until planting. Plants shall not remain unplanted on-site for a period exceeding 24-hours. All sod must be installed within 72 hours of harvest from the source farm. Any sod which is not planted within 24 hours after cutting shall be stacked in an accepted manner and maintained in a properly moistened condition. Any sod left on the work site for more than 48 hours before installation will be rejected. All sod delivered to the work

site will be contained on 48" x 48" wooden pallets and individual pieces be no smaller than 12" x 24".

C. The Contractor shall install and maintain all plants (through final acceptance) in accordance with the requirements of the project plans, bid documents/specifications, and applicable standards as listed under ITEM 580- 1.04 B.

580- 3.02 Layout of Planting Holes:

A. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the field before starting Work. Refer to ITEM 580- 1.03 F for other applicable requirements.

B. Should the Contractor encounter overhead or underground obstructions, median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the Department and alternate planting locations or plan modifications will be selected and approved by the Department. Trees which cannot be adjusted to accommodate such conditions and still adhere to clear sight spacing and clear zone requirements, will be eliminated.

C. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the Department a minimum of 48-hours in advance (excluding weekends and/or holidays). The Department shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the specifications, plans, and details unless otherwise addressed above.

580- 3.03 Tree and Palm Installation:

A. All planting holes shall be excavated to size and depth specified herein and in accordance with the plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified. The general planting procedures for all trees and palms, whether B&B or container grown, are similar except as noted below.

1. Container-grown trees and palms:

a) Any container-grown (CG) plants which have become pot-bound or for which the top system is too large for the size of the container, shall be rejected.

b) CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system. At such time, all containers shall be cut and opened fully, in a manner that will not damage the root system.

c) Trees in containers shall be carefully removed from the pots, cans, boxes, or other containers in a manner not to damage the roots or the rootball of soil formed by the container. Scraping the rootball on the sides and bottom to stimulate new root growth outside of the existing rootball should be performed prior to placement into the hole.

2. Balled and Burlapped Trees and Palms: Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these plants. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.

   If accepted for use under ITEM 580- 2.02 E.2.b, synthetic fabrics and wire baskets require special attention. Remove woven plastic fabrics and nylon twine completely after setting the plant in the hole since such nondegradable materials can girdle stems and roots as they expand through the material. However, this practice may not be feasible when moving large trees that have been sleeved in woven plastic materials before being placed in wire baskets. Slice the material through the wire basket and remove as much as possible to facilitate healthy root growth into the landscape soil. Once the tree is set in the planting hole, cut off 1/3rd of the wire basket (that is not under the rootball) before backfilling.

3. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm per the current Florida Grades and Standards. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection, unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.

B. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by

the Department. The depth of each planting hole shall be not less than 6" deeper than the height of the root ball or container as applicable and as per planting details.

C. Trees shall be set in planting holes on the specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plumb). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.

D. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into place in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.

E. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.

F. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance the watering requirements of ITEM 585- 3.01 C shall be complied with.

G. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the Department in writing. Pruning methods shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet the Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the Department. The central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the Department. Remove any tree leader dowels and fasteners at the time of planting.

H. During the course of planting, excess and waste materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting operations shall be removed and the area maintained in this finished state until final acceptance.

580- 3.04 Fertilizing:

After planting tree, and prior to mulching the saucer, apply the recommended types and quantities of fertilizer appropriate for tree type according to the manufacturer's recommended rate specifications for new plantings. Apply fertilizer to the soil surface within the saucer area such that the granular fertilizer is mixed into the top 6" of soil around the edge of the root zone to the perimeter of the saucer berm and then watered in. Never allow fertilizer to touch the trunk of the tree to avoid burning by soluble salts. The use of tablet-type fertilizers such as ***"Agri-Form" or equal,*** to be placed in the planting hole prior to backfilling is also acceptable.

580- 3.05 Mulching:

A. Prior to mulching the saucer area around each tree, remove all weeds, debris, and rocks (over 1" diameter), and then level the soil inside the saucer area surrounded by the circular berm without covering the top of the rootball.

B. A 3" layer of the specified biodegradable mulch shall be placed around all newly planted trees within earth berms surrounding saucers as defined in ITEM 580- 3.03 E and as shown on drawings and as specified. For individual plants, the mulch shall be spread to entirely cover the saucer area within the circular earth berm. Mulch shall be installed and maintained a minimum of 3" away from the trunks of all trees. Once in place, the mulch is to be watered until saturated.

C. This 3" mulch layer shall be maintained around each tree by the Contractor until its final acceptance in order to buffer soil temperature, reduce weed competition, conserve moisture, and increase soil nutrient availability.

580- 3.06 Guying and Staking:

A. Guy and stake plant materials as specified and detailed to assure upright form, and in accordance with the following:

1. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x 2" round lodge poles (with length

sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2') feet into the ground, and at least 12" deep into undisturbed soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.

2. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x 2" round lodge pole wood braces (with length sized relative to tree height), toe-nailed to 2"x 4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except for Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x 4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10") inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.

B. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The Department may prohibit completion of any further Work until all plant material has been appropriately staked.

C. The Contractor's guying and staking shall prevent trees from falling or being blown over (including by high winds). The Contractor shall re-straighten, replant, and restake all trees which lean or fall, and remove all trees which are damaged due to lack of proper guying and staking within two (2) working days of notification by the Department. The Department will determine if the fallen tree is damaged and is to be replaced. Such decision shall not be cause for additional expense to the Department. Damaged trees shall be replaced and guyed or staked at no additional cost to the Department within 30 calendar days of notification occurring at quarterly inspections.

D. All guys and stakes found to be too loose or damaged shall be repaired, tightened, and/or replaced within two (2) calendar days of notification by the Department at no cost to the Department. Guys and stakes shall be fully maintained to provide adequate structural support for the plant providing a neat, orderly and clean appearance. In cases of stake or brace damage caused by circumstances beyond those covered in the Contract, such as vehicular

accidents, the Contractor shall replace damaged stakes as specified by the Department at bid price.

E. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6^{th}) and twelfth (12^{th}) months following planting. At the Contractor's option, the anchor stake pads shall be either completely removed or driven into the ground such that the top of the stake is a minimum depth of 4" below grade. The Contractor shall notify the Department fifteen (15) calendar days prior to removing guying and staking material. Removal of guying and staking materials shall not relieve the Contractor of any responsibilities of any warranted materials that may be in place.

580- 3.07 Maintenance Prior to Initial Acceptance (at installation):

The Contractor's maintenance shall commence after each plant is planted and shall continue until Initial Acceptance (at installation), after which the formal minimum twelve (12) month maintenance/guarantee period shall commence. All maintenance operations before and after Initial Acceptance (at installation), shall be conducted consistent with Specification SECTION 585- SITE MAINTENANCE, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plants. **Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the Department, disturbed areas shall be re-sodded to match existing turf at no additional cost to the Department.**

580- 3.08 Sod/Seed Installation And Maintenance Prior To Initial Acceptance

A. Elimination of Existing Turf Cover: **Certified applicator** must be licensed with the Florida Department of Agriculture and Consumer Services Department as list under Chapter 482 and 487 Florida Statutes. The certified applicator must provide State of Florida certification license to use restricted pesticides and herbicides. Existing vegetation cover is to be sprayed with a non-selective herbicide such as Glyphosate (Roundup) or equivalent. Herbicide is to be applied at a rate of active ingredient per gallon as specified on the product label. All spraying must be done with a low volume / low pressure sprayer and applied in a manner that will minimize drift and contact with adjacent plant materials or vehicular traffic. No spraying will be allowed under inclement weather conditions or wind in excess of 5 miles

per hour. If an indicator dye is used in the spray mixture, it must not come into contact with the curb, gutter, traffic separator, or other concrete surfaces. The Contractor is responsible for the removal of any stains caused by indicator dyes to these surfaces. The resulting dead vegetation is to be raked and removed.

B. Site Preparation: The site is to be prepared for sodding/seeding by the removal of debris such as sticks, rocks, roots and litter and the establishment of final grade. The locations of any existing irrigation systems are to be noted and all sprinkler heads flagged prior to the beginning of site preparation work. All holes and depressions are to be filled with backfill material that consist of 50% sand and 50% organic soil. Existing high spots in the median surface are to be leveled with the resulting grade facilitating the sheet-flow of water to the curb line. The soil perimeter at the inside curb line is to be excavated to a depth of 3/4" to 2" to allow the top of the base of the installed sod to be flush with the top of the curb. Any soil that is spilled outside of the median must be removed immediately.

C. Sod Installation: The sod is to be placed onto the prepared site in a pattern with staggered seams. All sodding must be done in contiguous areas with no large gaps between planting sites. Each piece of sod must be abutted against the one adjacent to it. All gaps between pieces of sod will be filled with partial sod pieces or topsoil. No gaps greater than ½" in the seams between the individual pieces of sod will be accepted. All parts of the sod must be must be in firm contact with the soil surface and any corners or edges that overlap other pieces of sod must be trimmed. The sod must be kept 2 feet away from the trunks of any existing trees with a symmetrical circle of bare ground being established around each tree. All sod shall be topdressed with screened soil mixture of 75% organic soil and 25% sand that is free of rocks sticks or other debris. After the topdressing operation is completed the sod is to be compacted with a 1,000 lbs. roller.

D. Site Cleanup: All wooden pallets, partial sod pieces, piles of backfill material, equipment and debris must be removed from the job site prior to the approval of Substantial Completion.

E. Irrigation: As soon as the area covered by a single zone of irrigation is sodded, the system should be activated and 0.10" to 0.25" of water applied to the sod. The newly planted sod is to be irrigated twice a day between the hours of 10:00 a.m. and 2:00 p.m., unless watering restrictions are in effect, for a period of 10 days or until a root system has been established as evidenced by substantial resistance when the sod is pulled away from the soil base.

F. Mowing: The Contractor is responsible for an initial mowing of the sod with St. Augustine "Floratam" mowed at 3" and Bahia "Argentine" at 3.5" with a rotary type mower. If the mower is equipped with a side-delivery chute a deflection device should be used to eliminate

the discharge of grass clippings into roadway lanes. All lawn discharge shall be raked and remove to eliminate dead grass hayfields.

580- 3.09 Installation of Accent Plants, Ground Covers and Woody Ornamentals

A. Elimination of Existing Vegetative Cover: shall conform to the specifications contained within ITEM 580- 3.08 A.

B. Site Preparation of Planting Beds: The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and litter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site or reused on site at the discretion of the Department representative.

C. Installation of Plant Materials: Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by making vertical cuts to the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade. **"Terrasorb AG",** or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with the specified soil mixture and shall be firmly compacted and watered-in, so that no air pockets remain.

D. Pre-emergent Herbicide Application and Mulching: The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G",or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Applicator must be certified with the State of Florida FDACS. Mulch products used in bed plantings shall conform to the specifications as listed in ITEM 580- 2.05.

END OF SECTION

SECTION 585
SITE MAINTENANCE SPECIFICATIONS

SECTION 585 IS ADDED TO THIS SPECIFICATION

585–1.00 General

585- 1.01 Work Included:

A. The maintenance work consists of providing all labor, materials, equipment, permits, MOT, (**Maintenance of Traffic,**) and incidentals necessary to perform all required landscape maintenance commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

B. Grassed areas beyond the perimeter of the earth berm/watering saucers will be maintained by others.

585- 1.02 Related Work Specified Elsewhere:

Section 580– Landscape Installation: These provisions shall apply to all Work in Section 585– Site Maintenance as appropriate.

585- 1.03 General Operating Specification:

Refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (July 2021 edition), as the general operating specification document, however Section 580, Landscaping is deleted and replaced with the specifications for LANDSCAPE INSTALLATION (SECTION LI) and the SITE MAINTENANCE (SECTION SM) herein. Maintenance of traffic requirements are described in the Contract Documents.

585- 1.04 Protection:

Protect all plants, wildlife, site furniture, paved surfaces, and buildings during maintenance procedures and the application of chemicals. When using equipment and chemicals, use according to manufacturer's directions and specifications. Repair or replace any items damaged through improper use of equipment or application of chemicals at no cost to the Department. Contractor shall submit a copy of the certified applicable pest control licenses to the Department and Material Safety Data Sheets for all products to be used for this Work. Apply all chemicals after 48-hour's notice to the Department and at a time and in such a manner that the public will not be in contact with nor have any real or imagined harm done to them by the application including, but not limited to, herbicides, insecticides, and fungicides.

585- 1.05 Coordination of Maintenance Schedule:

Coordinate and schedule all Work through the Department. The Contractor shall submit a detailed maintenance schedule for the minimum twelve (12) month maintenance/guarantee period (divided

into anticipated quarterly work plans) to the Department for review within fifteen (15) calendar days of receipt of Work Order and before Initial Acceptance (of installation).

585- 1.06 Quality of Operation:

Provide the maintenance services in a professional manner and keep all areas in a clean, orderly, and safe condition, satisfactory to the Department at all times. Abide by all applicable federal, state, and local laws, ordinances, and regulations.

585- 1.07 Personnel:

A. During all maintenance work hours, provide a qualified, English speaking and competent person in the work area who is authorized to supervise the maintenance operations and to represent and act for the Contractor.

B. All personnel shall be required to wear proper attire which, as a minimum, includes a standard shirt carrying company name and/or logo, present a good appearance and maintain a professional code of conduct.

C. All personnel shall take lunch breaks and use restroom facilities in appropriate areas off site.

585- 1.08 Equipment:

A. All vehicles shall be maintained in good working order, affixed with a company name/logo, painted, with no visible rust and shall be parked on pavement in public areas only. Provide protection of paving from loading ramps. Use tarps/plywood to protect from oil.

B. Fueling mowers, edgers, etc. shall be completed prior to unloading equipment. Re-fueling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by Contractor.

C. No storage or provision for storage shall be made on site for maintenance equipment or materials. Contractor shall be responsible for transporting equipment and materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written agreement.

585- 1.09 Monthly Reports:

On or before the tenth day of each month, submit for approval a written report describing in detail all Work performed by the Contractor under this Contract during the past month (including replacement, mulching, fertilizing, pruning, and chemical application activities). The report shall also include: dates of site inspection(s) by qualified personnel as described in ITEM 585- 1.07; observations of the general health and vitality of all plantings; the locations and severity of any pests encountered; detailed descriptions of all chemical treatments applied; the general condition of areas maintained; descriptions of damage and vandalism; repair or maintenance recommendations; and the proposed general and landscape maintenance program to be performed by the Contractor during the next month. Department shall approve format of monthly reports, and require revised formats as necessary.

585- 1.10 Routine Quarterly Inspections:

During the minimum twelve (12) month maintenance period, the Contractor will be required to make maintenance inspections with the Department on a quarterly basis for weeks number 13, 26, and 39 from the date of Initial Acceptance (at installation) at a time scheduled by the Department. Problems identified during these inspections and corrective actions to be taken (with time frames) will be listed by the Contractor and be incorporated into an amended version of the upcoming quarter's work plan, unless otherwise indicated by the Department.

585- 1.11 Guarantee, Replacement, and Final Inspections:

A. Guarantee: All Work shall be guaranteed during the minimum twelve (12) month maintenance/guarantee period during which all plants are to be maintained to meet Florida Grade No. 1 as per Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services (henceforth referred to as Florida Grades and Standards). All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.

B. Replacements: The Department will be the authority to determine which "Replacement Category" described below applies to each tree and what, if any, action is to be taken.

1. If, at any time during the minimum twelve (12) month maintenance/guarantee period, the Department identifies plant material that are substandard, unhealthy, dead, damaged or otherwise in unsatisfactory condition, then such plant material shall be removed and replaced/staked by the Contractor as per the following at no additional cost to the Department.

a. Remove such plant material within fifteen (15) calendar days of written notification by the Department, and fill planting holes immediately with soil to finish grade level. This notification may occur at any time in addition to quarterly inspections.

b. Replace such plant material within thirty (30) calendar days after the written notification occurring at quarterly inspections.

c. The Department reserves the right to remove any unhealthy, substandard, damaged, or dead plant material with prior notification to the Contractor, however, the Contractor shall replace such trees as per these specifications.

2. Fallen or leaning trees shall be removed (if damaged or otherwise substandard) or uprighted/restaked (if apparently healthy and meeting Florida Grade No. 1).

a. Those trees requiring removal shall be removed within two (2) working days of written notification by the Department. Planting holes of removed trees shall be immediately filled with soil to finish grade level.

b. The Department, without prior notification to the Contractor, reserves the right to remove, reposition, any fallen or leaning tree encroaching into a vehicular travel lane or creating any other situation affecting public health, safety, welfare.

3. Plant material showing clear evidence of being damaged or knocked down by vehicular accidents will be removed by the Department and replaced by the Contractor on a unit cost basis within thirty (30) calendar days after the written notification occurring at quarterly inspections.

4. The Contractor shall notify the Department by written fax of each successfully completed plant material removal and/or replacement and each shall be identified by station number location shown on the planting plans.

5. All replacement plant material shall become guaranteed for a minimum of twelve (12) months from the date of their initial acceptance for replacement installation, and follow the same maintenance/guarantee period requirements specified herein for originally planted trees.

C. Final Acceptance:

1. Final Acceptance shall follow General Provision 5-10.2.

2. Not withstanding the above, the Department reserves the right to accelerate the date of any final acceptance (thereby ending the maintenance/guarantee period) when the Department deems such action is in the Department's best interest.

3. Earth berm rings utilized to retain water within the saucer area of each tree (located at the perimeter of the 6'-wide planting hole) must be maintained throughout the entire guarantee period, but are to be knocked down to level grade just before the semi-final inspection for each tree. To accommodate mowing patterns, the previously circular mulched area for each tree shall be reshaped by the Contractor into an oblong eye-shaped area running lengthwise down the median 8' wide x 16' long as per project details. The grassed areas affected by the reshaped mulched areas shall be treated with an herbicide as per manufacturer's specifications for weed-removal before applying mulch. A 3" layer of mulch shall be applied by the Contractor to the entire eye-shaped area before final acceptance. The mulch area of trees that are clustered in tight groupings may be merged to form one mulch bed if approved in writing by the Department.

585-2.00 PRODUCTS

585- 2.01 Landscape Maintenance Materials:

A. Water: Use water free of elements toxic to plant and/or animal life. Contractor shall provide (within the unit cost for each tree) labor and equipment necessary to distribute water as required for all installed materials using hand-watering methods. Existing or proposed irrigation systems will not be relied upon to provide water for newly planted materials.

B. Replacement Trees: Conform to the type, species, grade, standard, size and method of installation as originally specified unless otherwise directed in writing by the Department. For replacement trees which differ from the original plants, the Contractor must obtain prior written approval by the Department, and submit a credit/debit statement, as appropriate.

C. Planting Soil Backfill Mix: As specified in SECTION 580- LANDSCAPE INSTALLATION.

D. Fertilizer: As specified in SECTION 580- LANDSCAPE INSTALLATION.

E. Top Mulch: As specified in SECTION 580- LANDSCAPE INSTALLATION.

F. Herbicides: Use herbicides recommended for the control of the types of weeds encountered as recommended by the University of Florida Cooperative Extension Service. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

G. Insecticides: Use insecticides recommended for the control of the types of insect pests encountered. Insecticides shall be EPA approved. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

H. Fungicides: Use fungicides recommended for the control of the types of fungi encountered. Fungicides shall be EPA approved. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

585-3.00 EXECUTION

585- 3.01 Landscape Maintenance:

General: Maintain all plantings in a healthy, vigorous and attractive condition so as to maintain the required Florida Grade No. 1 for all plantings as per Florida Grades and Standards, commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

A. Tree and Palm Maintenance:

1. Pruning and Trimming:

a. Trees (excluding palms): Prune all trees to remove dead, broken, or infected branches, suckers, vines and dead or decaying stumps and all other undesirable growth. Perform pruning to maintain Florida Grade No. 1 growth habit. To enhance the appearance of specific trees, the Department may request additional pruning. Perform all pruning in accordance with American Association of Arborists standards and recommendations and also those of Florida Grades and Standards. Do not remove more than 15% of branches unless otherwise approved in writing by the Department. Buckhorning (also called 'hat-racking') of any tree is not permitted.

b. Palms: Prune all palms to remove dead or substantially brown fronds only.

c. Woody Ornamentals: Prune all Woody Ornamentals to remove dead or substantially brown branches, maintain Florida Grade No. 1 growth habit, maintain Department prescribed shape and maintain compliance with sight datum windows and maintain limits of clear sight.

d. Debris Removal: Remove and properly dispose of off-site all clippings, leaves, branches, sticks, and twigs after each pruning.

2. Fertilization: Apply specified complete fertilizers that are accepted by the Department at manufacturer's recommended rates. Notify the Department 48-hours in advance of applications. Consistent with Contractor's submitted detailed maintenance schedule in ITEM 585- 1.05, fertilize all trees two (2) times per year between March and October (no closer than four (4) months apart). Broadcast fertilizer inside saucer area around the edge of the root zone. Fertilizer must not be allowed to touch the trunk.

3. Mulching:

a. Maintain a three (3") inch layer of mulch in all plant beds around all trees. Replenish to specified depth prior to each quarterly inspection during the minimum 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.

b. The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm of saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.

4. Weed Control: On a monthly basis, remove weeds mechanically or by spot treatment with accepted herbicide in all plant beds (including the mulched saucer area and the surrounding earth berm). All herbicides, including pre-emergents, are to be used according to label specifications during the maintenance period. All planting areas/mulched areas shall be weed-free for the final inspection.

5. Sucker Removal: Remove sucker growth monthly from all areas of the trunk, its base, and root zone.

6. Insect Control: Control insect pests which infest plant materials, and control ant mounds which may occur in landscape areas. Record insecticides and other remedies on the monthly work report.

7. Plant Replacement: Refer to ITEM 585- 1.11 B.

B. Watering for plant establishment:

1. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.

2. The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

WATER USE GUIDELINES

Amount of Water Applied:

Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute maximum.

Minimum Frequency Guidelines for Hand-Watering:

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

3. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Contractor shall adjust as needed for optimum plant health. The minimal frequencies suggested above shall not

limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.

4. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping earth berm and saucer, tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Department.

5. Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

6. Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's monthly reports.

C. Monthly Reports:

Complete monthly reports as described in ITEM 585- 1.09.

D. Payment Schedule:

The Contractor shall submit invoices for each unit bid price item by the percentages below:

1. Following written Initial Acceptance (at installation): 70% payment will be made with 30% retainage on trees only. All other bid items will be 100% payment at final acceptance by the Department.

2. After the six month inspection, at the Department's discretion: 20% retainage shall be released using the retainage balance.

3. Following written Final Acceptance of Work at the end of the minimum 12-month Maintenance/Guarantee Period: Final payment (10%) based on above using the retainage balance will be made.

E. All cost associated with the performance of Work under this Contract including but not limited to all materials, labor, and equipment shall be included in the unit bid item price for each tree.

END OF SECTION

SECTION 590
IRRIGATION SYSTEM CONSTRUCTION

SECTION 590 IS ADDED TO THE SPECIFICATION AS FOLLOWS:

590–1.00 General

590- 1.01 Scope of Work:

A. Irrigation systems shall be constructed using sprinklers, valves, piping, fittings, controllers, wiring, etc. of sizes and types as shown on the drawings and as called for in these specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

Sprinkler lines, valves, piping, wiring, etc. are essentially diagrammatic. Minor adjustments in location to suit field conditions are anticipated. Major relocations shall have prior approval of the Department.

Unless otherwise specified or indicated on the drawings, construction of the irrigation system shall include furnishing, installing and testing of all mains, laterals and fittings, furnishing and installing of sprinkler heads, gate valves, control valves, controllers, and control wires, etc.; all necessary specialties and accessories such as backflow preventers, pump stations, excavation and backfill, and all other Work in accordance with the plans and specifications as required for a complete system.

B. The Contractor shall obtain all permits and pay required fees to any governmental agency having jurisdiction over the Work. Inspections required by local ordinances shall be arranged as required. Upon completion of the Work, satisfactory evidence that all Work has been installed in accordance with the ordinances and code requirements shall be furnished to the Department.

C. While working on medians or on the roadside, proper traffic control shall be used to protect workers and the public. Traffic control operations for installation and for future maintenance shall be in accordance with the Palm Beach County Streetscape Standards Manual, dated October 29, 2003, and as stated in the Maintenance of Traffic Section in these Contract Documents. All Work shall be done in accordance with all local and state codes and standards. All above ground apparatus and structures that are installed shall be kept a minimum of 6' from the adjacent travel lane.

590-2.00 Products

590- 2.01 General:

All materials to be incorporated in this system shall be new and without flaws or defects and of the quality and performance as specified and meeting the requirements of this section. All material to be incorporated into an irrigation system that utilizes re-use water shall have the appropriate labels and bear the proper color (Pantone Purple PVC) as required by the service provider. All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

590- 2.02 Pipe and Fittings:

Pipe sizes shall conform to those shown on drawings. No substitutions of smaller pipe sizes will be permitted but substitutions of larger sizes may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

A. Polyvinyl Chloride (PVC):

1. All plastic pipe shall be continuously and permanently marked with the following information:

    a. manufacturer's name
    b. pipe size
    c. schedule number, class or SDR number
    d. type of material
    e. code number

2. Unless otherwise noted on the drawings, all plastic pipe fittings shall be Schedule 80 polyvinyl chloride free from manufacturing defects.

3. Solvents used for joining must comply with the requirements of ASTM-D-2466 and be recommended by the manufacturer of the plastic pipe used.

4. All PVC main lines 2 ½" or larger shall have provision for expansion and contraction provided in the joints. All joints shall be designed for gasketed o-ring pipe. A push-on joint with a coupling manufactured as an integral part of the pipe barrel consisting of a thickened section with an expanded bell with a groove to retain a rubber sealing ring

of uniform cross section similar and equal to Johns-Manville Ring-Tite and Ethyl Bell Ring or made with a separate twin gasket coupling similar and equal to Certainteed Fluid-Tite are acceptable. Circular gaskets shall conform to the requirements of ASTM designation F477. All O-ring pipe shall be Class 200.

5. All tees and elbows connecting to the o-ring mainline shall be ductile iron manufactured for use with PVC O-ring pipe, Harco or accepted equal.

6. Underground detectable marking tape shall be Line Guard or accepted equal.

7. When directional bore is chosen as the method by which to install sleeves, the selected main line pipe shall be smooth continuous HDPE SDR 11 with appropriate fittings for connection to Rigid PVC O-ring main line. Manufacturer shall be KAF-FLEX, (800) 451-7646 or accepted equal.

8. Main line, 2" or smaller, may be Schedule 40 PVC or HDPE with Schedule 80 PVC fittings as approved or directed by Department Representative.

9. All lateral lines shall be Schedule 40 PVC.

B. Galvanized Steel:

Galvanized steel pipe shall conform to the requirements of ASTM Designation A 120, Schedule 40. At threaded joints between PVC and metal pipes, the metal shall contain the socket end and the PVC side, the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

C. HDPE SDR 11:

HDPE SDR 11 shall conform to the requirements of ASTM, ANSI, AWWA, etc., standard specification is incorporated by reference in these Specifications, the reference standard shall be the latest edition and revision.

590- 2.03 Risers:

A. All sprinklers shall have a flexible riser assembled by the use of flexible polyethylene pipe. The inside diameter of the polyethylene pipe shall be the same diameter as the sprinkler head inlet.

B. Swing joints used with rotor and spray bodies shall be by Lasco or accepted equal.

590- 2.04 Valves:

A. Backflow Preventer (used only for potable water supply):

The backflow preventer shall be a Reduced Pressure Zone (RPZ) type, as accepted by Palm Beach County Water Utilities Department, capable of having a flow rate that is greater than or equal to that which comes from the meter.

The backflow preventer body shall be constructed of bronze and the internal parts of stainless steel. A backflow preventer is not required for reclaimed water (gray water), but a check valve of the same size as the delivery line is required.

B. Manual Valves:

All zone shut-off valves of sizes 2" or smaller shall be all bronze double d590wedge type with integral taper seats and non-rising stem. Those in-ground shall be installed in a separate valve box. Gate valves shall be NIBCO, T-113-K or equal American made, conforming to MSS SP-80 @ 200psi/13.8 Bar

C. Automatic Control Valves:

Shall be Irritrol 100P-1.5 FC with omni-reg pressure regulator, Toro P-220-27-0-6 (pressure-regulated angle type), or accepted equal. All control valves shall be provided with an equal sized gate valve installed upstream from the control valve and included in the same valve box.

D. Pressure Relief Valves:

The pressure relief valve shall maintain constant upstream pressure by passing or relieving excess pressure, and shall maintain close pressure limits without causing surges. The pressure relief valve shall be a fast opening, slow closing, 125 class flanged globe type valve. See plans for size (1" minimum) and opening pressure.

E. Air/Vacuum Relief Valves:

The air/vacuum relief valve shall be a 2" AR Series Combination Air and Vacuum Release Valve by BERMAD, or accepted equal. Install a 1-½" gate valve to allow isolation of relief

valve for periodic cleaning and maintenance. The relief valve shall be installed in an approved valve box on a 1-½" 'swing joint' riser affixed to a saddle tap at the top of the mainline at the highest location in the system, in both directions from the source, or as directed by the engineer. Install in a traffic rated valve box per section 590-2.05.

590- 2.05 Valve Box:

To be polymer concrete with fiberglass reinforcement with a "Tier 15 or Tier 22" traffic rated cover, embossed with the word 'Irrigation", as certified by the manufacturer. Recommended manufacturers are CDR systems Corp., Ormond Beach Florida and Quazite, Lenoir City, Tennessee, or accepted equal. Size to be 12" X 18" with plain cover (no metal). Optional sizes shall be a minimum of 18" x 12" x 12" or lager if more than 1 ACV is to be installed with cover. The appropriate valve zone numbers shall be tagged or stenciled on the underside of the lids. Color of valve box to correspond with type of water used.

590- 2.06 Sprinkler Heads:

A. Quick Coupler Valves:

Quick coupler valves shall be two-piece heavy duty brass with locking vinyl cover. Rainbird Model #33 DL RC or accepted equal to be used where specified on the drawings. Provide (2) Model 2049 cover keys with (2) swivel hose ell adapters, Model SH-O or those suitable for use with equal manufacturer. Any quick-couples used with reclaimed water or surface water must be permanently labeled "Do Not Drink" in English and in Spanish.

B. Sprinkler Heads:

Toro 570Z-6P-PRX, 570Z-6P-ZXF, or accepted equal shall be provided where specified on the drawings. Rotor heads shall be Hunter PGP with stainless steel risers, K-Rain Pro-Plus, Toro EZ Adjust, or accepted equal. All heads located on slopes shall be equipped with a Check Valve Seal.

C. Bubbler Heads:

Bubbler heads shall be adjustable with a full circle delivery pattern. Rainbird 1300 A-F, Toro 514-20, Irritrol 533 or accepted equal, shall be provided where specified on the drawings.

590- 2.07 Electrical Control Wiring:

All electrical control wiring shall be UF which has been approved for direct underground burial.

A. Ground/Common wire shall be American wire gauge size 12.

B. Control wire shall be American wire gauge size 12, or as specified on the drawings.

C. Electrical control wire Two-Wire system cable decider cables between the controllers and the decoders shall be Hunter 1D1 GRY, 1D1PUR, 1D!YWL, 1D1.ORG, 1D1BLU, and/or 1D!Tan Twisted Blue and Red insulated solid copper conductors, 14 Gauge, 14/2 AWG A.K.A. Paige P7313D Direct Burial Decoder Cable Part Number 1701116RB with a high density polyethylene insulation as manufactured by Paige, Two-Wire Control System wiring between the single decoder and the zone valve shall be 14/2 AWG Paige DTS Cable.

590- 2.08 Pump Station:

A. Pump shall be as specified on the drawings.

1. Submersible pump requires the following:

a. A cased well of appropriate size and depth as specified on the drawings to accept the specified pump and motor (see well specifications).

b. A submersible pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Aerometer or accepted equal to be installed with a pressure relief valve. Submit performance curves prior to installation.

c. One 6" thick concrete, below-ground vault, Model #PB4848-48 by Oldcastle Precast, Inc., or accepted equal. Required inside dimensions shall 48" x 48" x 48" deep. Vault shall have a concrete bottom containing drain hole(s) and an Aluminum 48" x 48" cover. 300 PSF load rating, Model #ADP300 by U.S.F. Fabrication, Inc., or accepted equal. The vault shall be core drilled as necessary to connect tanks to discharge pipe (see Item d below).

d. One rust control tank and one fertigation tank. Tanks shall be 55 gallon capacity, 20" dia. x 38" deep seamless molded plastic, minimum 1/8" thick, Model #TC2038IA by Chem Tainer Inc., or accepted equal. Tanks shall have piped connections to two injector pumps then to the discharge side of the pump. Injector pumps shall be wired to pump control and be capable of delivering between 10 and 100 parts per million. Pumps shall be a solenoid driven metering pump, LMI Unidose, Model # UO42-281, or accepted equal.

e. Electrical equipment shall be mounted on an aluminum, unistrut rack (3" x 1'-4" U-Channel uprights with 2" x ¼" L- Channel cross braces). The rack shall contain the irrigation controller and motor control/starter in a NEMA 4x enclosure, injector pumps (see Item d above) and a NEMA 4x circuit breaker panel with manual shut-off. A rain sensor, Hunter Industries 'Mini Click' "C", or accepted equal shall be required. Connection from the irrigation controller to the rain switch shall be via a conduit adapter mounted on a pole, per code, or through the integration of a wireless rain cut-off. All electrical work must be performed by a licensed electrician. Electrical service meter shall be mounted 36" above grade on its own unistrut rack at the base of the pole where the riser has been installed and provided with a 2P3W Fused NEMA 4X rated stainless steel Manual Disconnect with UL Class RK-5 Fuses, all sized per applicable codes for the pump being installed.

f. For pumps 5 HP and larger, a Jayco, or accepted equal, 1-¼" pressure relief valve and an Ames Cla Valve, or accepted equal pressure regulating and pressure sustaining valve, pressure gauge followed by a gate valve, both of the same size as the main line.

g. A Coast Guardshack cage fabricated from expanded metal, or accepted equal, to enclose the well head and both valves, mounted on a concrete pad as per the manufacturer's specifications.

h. Concrete vaults shall contain sump pumps wired to the power panel. Pumps shall be ¼ hp, Myers, Model # 525VI, 115 V, or accepted equal. Install PVC discharge pipe, with an appropriate check valve of the same size as the discharge line, just below grade for a minimum distance of ten feet with a 4" PVC pop-up discharge blow off cover by NDS or accepted equal located above a 2'x2'x2' Gravel Sump.

2. Centrifugal pump station requires the following:

a. A cased well of appropriate size and depth as specified in the drawings (see well specifications).

b. A centrifugal pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Flint & Walling with brass impeller (for all 3hp or smaller pumps), Goulds, Sta-Rite, Sullivan Electric or accepted equal, to be installed with a pressure relief valve and Hot Stop or similar emergency shut-off device. Submit performance curves prior to installation.

c. Concrete vault as described in Item 2.08-A1c above.

d. Rust control and fertigation tanks as described in Item 2.08-A1d above.

e. Electrical equipment and mounting as described in Item 2.08-A1e above.

f. Pressure regulating valve with a pressure gauge as described in Item 2.08-A1f above.

g. A pump enclosure, Canal Screens, Inc., or accepted equal, sized to house the pump and the pressure regulating valve and gate valve if applicable, set on an aluminum skid and anchored to a concrete pad of the size recommended by the enclosure manufacturer.

h. A check valve, by STRATAFLO PRODUCTS, INC, on the intake side of the pump of the same size as the intake pipe installed either inside or outside of the pump enclosure.

3. Potable, reuse or surface water supplies require the following:

a. Plans shall be submitted to the appropriate water utility for review. Contractor shall pay any plan review fees. Palm Beach County will arrange for water service and tap, and will pay any service initiation fees.

b. An RPZ backflow preventer, as accepted by Palm Beach County Water Utilities Department, Ames Cla Valve or accepted equal, pressure regulating and pressure sustaining valve, pressure gauge followed by gate valve installed by a licensed plumber beyond the water meter.

1. When reclaimed water is used, the requirements are the same as those for potable water, except that a check valve shall be installed instead of the RPZ backflow preventer.

2. When the water source is surface water such as a lake or canal, the requirements are the same as those for a centrifugal pump station except for the well. In addition, the suction pipe shall be fitted with a Plum Creek, Aqua Queen or accepted equal, self-cleaning intake screen installed as per manufacturer's specifications.

B. Pipes, valves, fittings, etc., shall be galvanized steel in sizes and locations as shown on the plans. No PVC shall be used above ground.

590- 2.09 Controller:

Shall be Sentinel Field Satellite as manufactured by Toro, or accepted equal, in stainless steel pedestal mounted cabinet, mounted adjacent to the aluminum unistrut (see Item 2.08-A1e above). Provide an additional 120V, 15 AMP electrical outlet for auxiliary power and a Data Industrial Model IR-PR flow sensor (size determined by size of mainline). Flow sensor shall be located as indicated in details within a 11" x 11" x 18" polymer concrete box with fiberglass reinforcement and fitted with a locking traffic rated cover. Provide each satellite controller with a hand held radio and radio port, one surge protection board, antenna or 56K phone modem D-Series by DATA Comm for Business, U.L. approved ground rod/plate protection (separate grounding protection is required from the pump station) and pump start. Contractor shall be responsible for hook up and verification of positive connection to Central Controller. Pump controls shall be mounted on aluminum unistrut with fused shut-off, meter and rain sensor. Electrical service shall be U.L. approved, installed by a licensed electrician and provided with a molded breakaway plug and connector installed in a traffic rated approved in ground pull box.

Toro Sentinel "Water Management System" central controller, or approved equal. This unit shall communicate with the central, and have a mother-board and one 96 Station daughter-board which is compatible with a two-wire communication path with Toro ISP decoders.

For information and prices, contact Wesco Turf at (954) 429-3200.

590- 2.10 Communication Tower:

Shall be a freestanding tripod G-25 by ROHN, or accepted equal, with 12" spacing. Antenna shall be installed per manufacturer's directions in the location indicated in the plans or as directed by Department personnel. The number of sections required to provide positive communications shall be determined at the time of installation.

590-3.00 EXECUTION

590- 3.01 Surface Conditions:

A. Inspection:

1. Prior to all irrigation work, the Contractor shall carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

2. The Contractor shall coordinate Work with electrical and paving contractors, as needed.

3. The Contractor shall verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original designs, the referenced standards, and the manufacturers' recommendations.

4. The Contractor shall call Sunshine State One-Call of Florida, Inc. at 1-800-432-770 to verify utility locations at least 48 hours prior to digging. The Contractor shall be responsible for contacting or locating other utilities. The Palm Beach Water Utilities Department also must be contacted at (561) 641-3429, or the appropriate water utility having jurisdiction over the project area, to verify locations and depths of underground utilities.

5. If the irrigation system is damaged as a result of improper construction or coordination on the part of the Contractor, the damage shall be repaired by the Contractor at no expense to the Department.

B. Discrepancies:

1. In the event of a discrepancy, the Contractor shall immediately notify the Department. 100% coverage and 100% overlap is required regardless of any site changes.

2. The Contractor shall not proceed with the installation in areas of discrepancy until such discrepancies have been fully resolved in writing by the Department.

590- 3.02 Field Measurements:

The Contractor shall make all necessary measurements in the field to insure precise fit of items in accordance with the specifications found in the drawings. The final layout of the project must be approved by the Department before any Work commences.

590- 3.03 Trenching and Backfilling:

A. Trenching for plastic pipe shall be excavated to sufficient depth and width to permit proper handling and installation of pipe and fittings. The backfill shall be thoroughly compacted and leveled off to adjacent soil level. The backfill shall contain no lumps or rocks larger than 3 inches. The top six inches of backfill shall be free of rocks larger than 1", subsoil or trash. Pipe trench shall be sodded if placed in an existing sodded area and shall not settle after backfilling.

B. Minimum Depth of Cover:

1. The minimum depth of cover for main lines shall be 24" with a layer of Line Guard installed at a depth of 6".

2. For lateral lines on the discharge side of the E.R.C.V., minimum depth of cover shall be 18".

3. For Line Guard (main lines only), minimum depth of cover shall be 6".

4. Requirements of the FDOT Utility Accommodation Manual and the specific Utility Permit Conditions shall take precedence over the above standards for Work in State Roads.

590- 3.04 Installation of Piping:

A. Inspection of pipe and fittings:

The Contractor shall carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs, and reaming as required. Install all pipe with all markings up for visual inspection and verification.

B. The Contractor shall coordinate Work with Site Contractor to locate sleeves of size and location as shown on the drawings.

C. Plastic Pipe:

1. The Contractor shall exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid bending and concentrated external load.

2. The Contractor shall repair all dented and damaged pipe by cutting out the dented or damaged section and rejoining with a coupling.

3. In joining, use only the specified solvent and make all joints in strict accordance with the manufacturer's recommended methods. Give solvent welds at least 15 minutes set up time before moving or handling and 24 hours curing time before filling with water.

4. For plastic-to-steel connections, work the steel connection first; use a non-hardening pipe dope on all threaded plastic-to-steel connections and use only light wrench pressure.

D. Galvanized Pipe:

1. Make all cuts to galvanized pipe square with all cuts thoroughly reamed and all rough edges or burrs removed.

2. Make all pipe threads sound, clean-cut, and well fitting.

3. Use pipe dope on male fittings only.

4. Make all screwed joints tight with all the necessary wrenches, but without handle extensions.

E. Pavement Crossings:

1. Sleeves under decorative paving or sidewalks are to be schedule 40 PVC and installed at depth of 24" and extended 12" beyond edge of walk.

2. Sleeves under vehicular paving are to be HDPE installed at a depth of 36" and extended 24" beyond edge of pavement or back of curb.

3. Installation shall be HDPE under existing pavement to be by directional bore. Any pavement, curb, sidewalk, or other surface damaged during boring shall be replaced to Palm Beach County and FDOT specifications.

4. The Contractor shall provide the GPS State Plane Coordinates for location of all landscape irrigation sleeve ends and install 3M Electronic markers at the sleeve ends during construction

5. Pull String shall be added to any HDPE or Schedule 80 sleeving.

590- 3.05 Installation of Equipment:

A. Manual control valves and electric remote control valves:

The Contractor shall install manual and electric remote control valves in control boxes where indicated on the drawings, a minimum of 18" from back of curb, in accordance with the manufacturer's recommendations.

B. Motor, pump, pressure control valves, check valves and main shut-off gate valves:

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

C. Air Relief Valves:

Install where indicated on the drawings at highest elevation, in accordance with manufacturer's recommendations.

D. Pressure Relief Valves:

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

E. Sprinkler Heads:

Installation of Irrigation Heads: Heads shall be placed to finished grades. Locate sprinkler heads a minimum of 12" from back of curb. Upon installation heads shall be flagged by colored markers for positive identification in field. Prior to operation of heads, the Contractor will lay an area 2' x 2' of sod around each head. Sod shall be laid so that it is even with the finished grade. Heads must be firmly set so as to withstand being driven over with soft tire equipment without damage. Rotor heads require swing joint assemblies.

F. Thrust Blocking:

1. In general, thrust blocks are required on the main line at the following locations:

   a. Where the pipe changes direction of the water (i.e., ties, elbows, crosses, wyes and tees).

   b. Where the pipe size changes (i.e., ties, elbows, crosses, wyes and tees)

   c. At the end of the pipeline (i.e., caps and plugs).

   d. Where there is an in-line valve.

2. Blocks shall be concrete, having a calculated compressive strength of 3,000 psi. Install as shown on details.

G. Controllers:

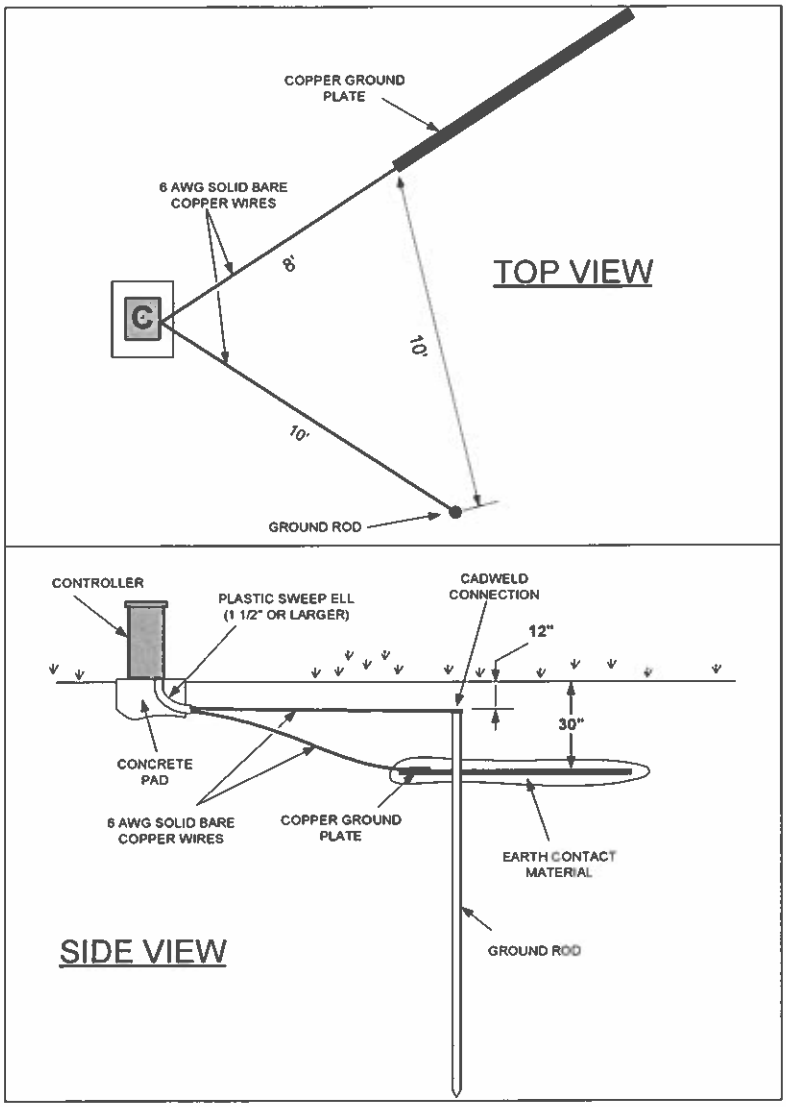
The Contractor shall install controllers at locations as shown on plan according to manufacturer's recommendations.

H. Lightning Arrestor:

The Contractor shall install an arrestor at each controller location shown on the plans to provide lightning protection on both primary and secondary sides of all controllers in accordance with Article 250 of the National Electrical Code (NEC.) Grounding, bonding, and shielding components will include the items described in the following paragraphs, at a minimum.

EARTH GROUNDING

Use grounding electrodes that are UL listed or manufactured to meet the minimum requirements of Article 250-52 of the 2002 edition of the NEC. At the very minimum, the grounding circuit will include a copper clad steel ground rod, a solid copper ground plate and 100 pounds of PowerSet® earth contact material, as defined below and per the following detail. This detail is the minimum requirement for supplementary grounding of any electronic equipment. Other details, for a multitude of field situations, are available form the American Society of Irrigation Consultants, ASIC Guideline 100-2002 (www.asic.org, "Design Guides".)



Ground rods are to have a minimum diameter of 5/8" and a minimum length of 10 feet. These are to be driven into the ground in a vertical position or an oblique angle not to exceed 45 degrees at a location 10 feet from the electronic equipment, the ground plate, or the wires and cables connected to said equipment, as shown in the detail above. The rod is to be stamped with the UL logo [Paige Electric part number 182007.] A 6 AWG solid bare copper wire (about 12 feet long) shall be connected to the ground rod by the installer using a Cadweld GR1161G "One-Shot" welding kit [Paige Electric part number 1820037.] This wire shall be connected to the electronic equipment ground lug as shown in the detail above.

The copper grounding plate assemblies [Paige Electric part number 182199L] must meet the minimum requirements of Article 250-52(d) of the 1999 NEC. They are to be made of a copper alloy intended for grounding applications and will have minimum dimensions of 4" x 96" x 0.0625". A 25-foot continuous length (no splices allowed unless using exothermic welding process) of 6 AWG solid bare copper wire is to be attached to the plate by the manufacturer using

an approved welding process. This wire is to be connected to the electronic equipment ground lug as shown in the detail of page 1. The ground plate is to be installed to a minimum depth of 30", or below the frost line if it is lower than 30", at a location 8 feet from the electronic equipment and underground wires and cables. Two 50-pound bags of PowerSet® [Paige Electric part number 1820058] earth contact material must be spread so that it surrounds the copper plate evenly along its length within a 6" wide trench. Salts, fertilizers, bentonite clay, cement, coke, carbon, and other chemicals are not to be used to improve soil conductivity because these materials are corrosive and will cause the copper electrodes to erode and become less effective with time.

Install all grounding circuit components in straight lines. When necessary to make bends, do not make sharp turns. To prevent the electrode-discharged energy from re-entering the underground wires and cables, all electrodes shall be installed away from said wires and cables. The spacing between any two electrodes shall be as shown in the detail of page 1, so that they don't compete for the same soil.

The earth-to-ground resistance of this circuit is to be measured using a Megger®, or other similar instrument, and the reading is to be no more than 10 ohms. If the resistance is more than 10 ohms, additional ground plates and PowerSet® are to be installed in the direction of an irrigated area at a distance of 10', 12', 14', etc. It is required that the soil surrounding copper electrodes be kept at a minimum moisture level of 15% at all times by dedicating an irrigation station at each controller location. The irrigated area should include a circle with a 10-foot radius around the ground rod and a rectangle measuring 1-foot X 24-feet around the plate.

All underground circuit connections are to be made using an exothermic welding process by utilizing products such as the Cadweld "One-Shot" kits. Solder shall not be allowed to make connections. In order to ensure proper ignition of the "One-Shot", the Cadweld T-320 igniter must be utilized [Paige Electric part number 1820040.] The 6 AWG bare copper wires are to be installed in as straight a line as possible, and if it is necessary to make a turn or a bend it shall be done in a sweeping curve with a minimum radius of 8" and a minimum included angle of 90°. Mechanical clamps shall be permitted temporarily during the resistance test process, but are to be replaced with Cadweld "One-Shot" kits immediately thereafter.

Proof of effectiveness of lightning arrestor shall be in accordance with manufacturer's guidelines. A maximum of 10 ohms of resistance is allowable.

I. Backflow Preventer:

RPZ Backflow Preventer shall be installed by licensed plumber in a location approved by the appropriate water utility department.

590- 3.06 Electrical Control Wiring:

A. Installation of electrical control cable shall be of the size specified and shall be taped to the bottom of the main line. Expansion joints in the wire to be provided at 200-feet intervals by making 5 to 6 turns of the wire around a piece of ½" pipe. Where it is necessary to run wire in a separate trench, the wire shall be within a PVC sleeve and have a minimum cover of twelve (12) inches.

B. All wire connections at remote control valves, within valve boxes, and at all wire splices, shall be left with a 6' minimum "slack" so that in case of repair, the valve bonnet or splice may be brought to the surface without disconnecting the wires. Waterproof splice to be Rainbird or equal

C. All pump station wiring shall be done by a licensed electrician.

D. All electric control wire shall be sized as recommended by the controller, valve, Two-wire control system and grounding manufacturer, except as otherwise specified. It shall be encased in an orange 1-1/4" HDPE pipe conduit installed in the piping trenches wherever possible and be placed along side of the main line. All Two-Wire cable between decoders/electric wire boxes, along the entire wire paths and into the bottom of the controller or control wire junction box at edge of the pump station shall be encased in the orange HDPE pipe conduit.

E. At all wire connections at remote control valves, decoders and at all wire splices, the wire shall be left with sufficient slack so that in case of repair the valve bonnet, decoder or splice may be brought to the surface without disconnecting the wires. See Zone Valve/Decoder Wiring/Grounding Detail for lengths (30"-60"). All splicing of wire shall take place in valve boxes. All splicing of wires shall be made using UL listed waterproof wire connectors as recommended by the wire manufacturer and per the valve and decoder details which specify 3M BDY and DBR-6 waterproof wire connectors.

F. Each remote control valve shall be connected to a single station decoder shall have wire sizes and coded colors per the Zone Control Valve/Decoder Wiring/Grounding Detail and as recommended by the manufacturer, except as otherwise specified. All decoders, which are connected to the same controller, shall be connected to the Two-Wire path Control System using Decoder Wire, which shall be Hunter 1D1GRY, 1D1PUR, 1D1YWL, 1D1org,1D1tan Twisted blue and red insulated soild copper conductors, 14 Gauge, 14/2 AWG Paige P7313D Direct Burial Decoder Cable part Number 170116RB with high density polyethylene insulation as manufactured by Paige. Each individual controller shall have a separate Two-Wire Path/s wire control system entirely independent any wire system of all other controllers.

Only those remote control valves, which are being controlled by one specific controller, shall be connected to that controller's two-wire control system.

G. Two-Wire Control System wiring between the single decoders and the zone valves shall be 14/2 AWG Paige DTS Cable, color coded with each pair being different colors than the other solenoid wires within the group of solenoids per the Zone Control Valve/Decoder Wiring/Grounding Detail. The decoders shall be installed in a Gray rectangular valve box with "Electric" logo per the Remote Control Valve/Decoder Wiring/Grounding Detail.

590- 3.07 Testing and Inspection:

A. Closing in Uninspected Work:

The Contractor shall not allow or cause any of the irrigation work to be covered or enclosed until it has been inspected, tested, and approved by the Department. Any Work which has been covered shall be exposed for inspection.

B. Flushing:

Before backfilling the main line, and with all control valves in place before lateral pipes are connected, completely flush and test the main line and repair all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

C. Testing:

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.

2. Before testing, fill the line with water for a period of at least 24 hours.

3. After valves have been installed, test all main lines for leaks at a pressure of 100 psi for a period of 4 hours with all couplings exposed and with all pipe sections center-loaded. No more than 5 psi loss will be acceptable.

4. Furnish all necessary testing equipment and personnel.

5. Correct all leaks and re-test until accepted by the Owner.

D. Final Inspection:

1. The Contractor shall thoroughly clean, adjust and balance all systems.

2. The Contractor shall demonstrate the entire system to the Department, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius arc of coverage and overspray, and that the installed system is workable, clean, and efficient. No irrigation water shall enter the roadway.

590- 3.08 Instructions:

A. Remote Control Legend: Attach a typewritten legend inside each controller door that states the areas covered by each remote control valve.

B. Maintenance Personnel: After the system has been completed, inspected and approved, the Contractor shall instruct the Owner's maintenance personnel in the operation and maintenance of the irrigation system.

C. Provide all manuals, product literature, Warranty Certificates, keys, etc. to the Department - Streetscape Section.

590- 3.09 Plans:

Substantial deviations from piping layout (2' or more) shall be recorded as Work progresses and an as-built plan of the sprinkler system shall be furnished to the Owner as a condition of completion of Work. Forward all bore logs and profiles, tests results and permit copies to the Department - Streetscape Section.

590- 3.10 Guarantee:

All equipment, material, and labor shall be guaranteed by the Contractor for a period of one (1) year after Substantial Completion of the Project. Any defects found, either in materials or workmanship, during the period shall be immediately corrected at the Contractor's expense.

END OF SECTION

SECTION 595
IRRIGATION WELL CONSTRUCTION

SECTION 595 IS ADDED TO THIS SPECIFICATION

595–1.00 General

595- 1.01 Related Documents and General Conditions:

Drawings and General Provision of Contract, including General Supplementary Conditions apply to Work of this Section. The Contractor shall keep a copy of all Contract Documents on-site at all times including drawings, all Specifications and Codes mentioned above, and copies of all logs, and correspondence. All Work shall be done in accordance with all applicable ordinances, laws, codes and regulations. Any changes required by these ordinances, laws, codes and regulations shall be made at no additional expense to the Owner.

595- 1.02 Scope of Work:

The Work covered by this Section of the Specifications shall include, but not be limited to, the following:

A. All labor, equipment, material, and operations necessary for construction, development, and testing of the proposed well (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

B. All labor and materials necessary to connect well to a specified pump (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

C. Drill well to a depth as necessary to achieve the required water flow and water quality.

D. The Contractor shall apply for and pay for all permits and licenses required for execution of the Work. Any required signatures by Department officials will be provided. The Contractor shall arrange for, and be present during, all required inspections. Any required additional Work or materials resulting from inspections under the above permits shall be provided at no cost to the Owner.

595- 1.03 Quality Assurance:

A. The Contractor shall inspect the site to determine conditions to be encountered during construction noting all existing and /or proposed utilities (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS for underground utility location procedures).

B. The Contractor shall be responsible for any damage that occurs as a result of the construction. This shall include, but not be limited to, the Owner's property, underground utilities, and

vehicular traffic. The Contractor shall keep the work area neat and orderly, continually removing rubbish, waste material and temporary structures.

C. Protecting Water Quality:

Take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the stratum from which well is to draw its supply. Prevent contaminated water, gasoline, etc., from entering well, either through the opening or by seepage through ground surfaces.

If well becomes contaminated or water having undesirable physical or chemical characteristics enters the well due to neglect, provide casings, seals, sterilizing agents or other materials to eliminate contamination or shut off undesirable water. Provide remedial work at no cost to the Owner.

Exercise care in performance of Work to prevent breakdown or caving-in of strata overlaying that from which water is to be drawn. Develop, pump or bail well until water pumped from the well is substantially free from sand.

Protect Work to prevent either tampering with the well or entrance of foreign matter during well development. Upon completion, provide a temporary well cap.

D. Driller's Requirements: An experienced foreman or driller who has authority to take orders from the Department is to be constantly in control of the well site. Upon request, the driller shall furnish well drilling information desired by the Department.

E. The Contractor shall guarantee the water well for one (1) year from the date of initial acceptance by the Department. This shall include all material, workmanship, and well performance.

595- 1.04 Abandonment of Drilling:

A. If it becomes necessary to abandon drilling operations before completion of a water producing well, the Contractor shall follow all regulations for abandonment of the well as required by local authorities having jurisdiction.

B. Should abandonment of drilling be necessary due to poor workmanship or negligence on the part of the Contractor, no compensation will be allowed.

C. Should abandonment of drilling be necessary due to inadequate water supply or for another reason that is deemed to be no fault of the Contractor by the Department, payment for the Work shall be based upon the actual vertical footage completed and shall be paid at the Contract Unit Price for Additional Well Depth In Excess Of Base Depth, or as agreed upon.

595- 1.05 Submittals:

A. Prior to starting construction of the well, the Contractor shall submit to the Department for approval an estimated schedule of the Work to be accomplished and a description of the methods and equipment to be used during construction. The description shall include methods he will use to drill, develop and test the well.

B. The Contractor shall keep accurate logs of the irrigation well and samples of materials drilled through. Take samples of substrata formation at ten foot intervals and/or changes in formation throughout the entire depth of the well.

Provide the following information to the Department for record purposes:

1. Casings: Diameter, thickness, weight per foot of length, depth below grade.

2. Pumping Test: Static water level, maximum safe yield, drawdown at a maximum yield.

3. Drilling Log: Log indicating strata encountered.

4. Alignment: Certification that the well is aligned and plumb within specified tolerances.

The Contractor shall keep an accurate record of the order, number, size and length of the individual pieces of pipe as assembled in the well. The records shall be delivered to the Department upon completion of the Work.

C. The Contractor shall provide to the Department a physical and chemical analysis of water from the finished well. Make the analysis, certified by an approved testing laboratory, in accordance with local requirements, to include the following: total dissolved solids, silica, iron, pH, sulfur, chloride, and salt content.

595–2.00 Products

595- 2.01 Materials:

A. Casings:

The irrigation well casing shall be new black steel pipe, Schedule 40. The joints may be welded or threaded coupling.

B. Grout:
Grout shall be ANSI/ASTM C150, type shall suit project conditions.

595–3.00 Execution

595- 3.01 Well Construction:

A. Annular space shall be continuously filled with grout, with process being completed in a single operation. Subsequent work in the well, such as drilling or other operations, shall be suspended for 72 hours after grouting of casing. The only exception shall be when quick-setting cement is used, when Work may proceed after 24 hours.

B. Install permanent casing with a temporary well cap. Installation of the well cap shall be coordinated with the pump system installer.

C. The well shall be of sufficient size to produce a continuous supply of water at an acceptable quality and specified capacity.

595- 3.02 Well Development:

A. The well shall be developed by such methods that will effectively extract, from a water bearing formation, the maximum practical quantity of sand, drilling mud and other fine materials in order to bring the well to maximum yield per foot of drawdown and to a sand-free condition. This Work shall be performed in a manner that does not cause any undue settlement or disturbance of the strata above the water bearing formation, nor disturb the seal around the well casing, thereby reducing the sanitary protection otherwise afforded by the seal.

B. Development of the well shall continue until water pumped from the well, at a maximum test pumping rate, is clear and free from sand and other debris that is larger than 0.030" in diameter. The water shall be considered sand-free when no samples taken during the test pumping contain more than 2 parts per million of suspended solids per weight. The Contractor shall submit to the Department certification from an approved testing laboratory that indicates the results of the "Non-Filterable Residual" (total suspended solids) test, as specified in the EPA Manual, Section 160.2. A sufficient amount of water to insure a detection limit of less than 2 PPM (mg/L) must be filtered.

595- 3.03 Testing Of Well For Plumbness and Alignment:

A. Set casing plumb and true to line. At a minimum, tests for plumbness and alignment shall be made after construction of the well and before its acceptance. Additional tests may be required during the performance of the Work.

B. Test alignment of the well by lowering a pipe approximately 40 feet in length to a depth of 90 feet. The pipe used for the alignment test shall be not more than ½" smaller in diameter than the portion of casing or hole being tested at the time. The pipe must pass freely through the casing or hole.

C. The well casing shall not be out of plumb more than 2/3 of the diameter of the casing per 100' of length. If the well does not pass this test, the Contractor shall be responsible for repair or replacement of the well.

595- 3.04 Testing Well For Yield and Drawdown:

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.

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- 3.04 Disinfection Of Well:

A. Use disinfection procedures as required by local government agencies. The well must be cleaned of foreign substances after all development work has been completed and it has been satisfactorily tested. Casings should be swabbed, using alkalis if necessary, to remove foreign substances.

B. The well shall be disinfected with a chlorine solution of sufficient strength to provide a minimum chlorine to water ratio of 100 parts per million within the well. The chlorine solution shall be introduced into the well using gravity, pump or drop feeder. A contact period of 24 hours shall be attained; then the well shall be pumped until the chlorine residual is less than 0.2 parts per million.

END OF SECTION

SECTION 800
SPECIAL CONDITIONS – ASBESTOS –
PROCEDURES FOR DEMOLITION OF STRUCTURES –
ASBESTOS MATERIAL REMOVAL

SECTION 800 IS ADDED TO THIS SPECIFICATION

General

This Section is included for the removal and disposal requirements of asbestos material encountered during construction, whether or not it is indicated on the Plans. The following are special conditions and procedures for the Demolition of Structures and handling and disposal of asbestos cement pipe.

SECTION 1 OF 3: ASBESTOS NOTIFICATION

Federal and State asbestos regulations require, prior to demolition of any structure:

1. An inspection for asbestos-containing Materials (ACM)

2. Removal of specified ACM, and

3. An asbestos notification of demolition received at least ten (10) Working Days prior to demolition.

To meet requirements #1 and #2 above, the Department has surveyed the structure(s) in this 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 Work Order. If not attached, it is the Contractor's responsibility to contact the Project Manager of the Department overseeing this 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 Department overseeing the project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form, titled "Notice of Asbestos Removal Project" (i.e., NESHAP notification, 40 CFR Part 61.145(b)), for each separate address to be demolished to the below listed agencies at least 10 Working Days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

SEND ORGINAL TO:

Asbestos Coordinator
Florida Dept. of Environmental Protection
400 N. Congress Avenue
West Palm Beach, FL 33401

SEND COPY TO:

PBC Risk Management/Loss Control
160 Australian Avenue, Suite 401
West Palm Beach, FL 33416-1229
Fax: 561-233-5440

The Contractor must immediately notify the Project Manager of the Department overseeing the project and Loss Control [phone 561-233-5430] if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification, and no demolition may occur without a notice to proceed from the 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;

2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101;

3. EPA "A Guide to Normal Demolition Practices Under the Asbestos NESHAP", September 1992;

4. Asbestos NESHAP "Adequately Wet Guidance", December 1990; and

5. OSHA Standard Interpretation, dated August 13, 1999, "Requirements for demolition operations involving Materials containing <1% asbestos".

The above regulations include utilizing wet demolition methods and prohibition of recycling the Substructure with presumed or confirmed Category I ACM. Written permission from the Department to the Contractor is needed for said recycling.

SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have a competent person on-site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

END OF SECTION

SECTION 987
SOIL LAYER MATERIALS

DELETE SECTION 987 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

987-1 Description

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T 267 and shall have a pH value of 6.0 or greater and less than or equal to 7.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following Materials.

987-2 Materials

Prepared soil layer Materials may be obtained from either, or a combination of the following sources:

(1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.

(2) Designated borrow pits for the project.

(3) From other sources of organic soil Materials provided by the Contractor.

987-2.1 Organic Soil

This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

987-2.2 Blanket Material

Meet the material classification shown on the Plans and Design Standards, Index No. 505.

987-2.3 Compost

Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

987-2.3.1 Compost for Use as a Soil Amendment

If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

987-2.3.2 Compost for Use as a Mulch

The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inch in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste Materials.

END OF SECTION

DRIVEWAY CONSTRUCTION RELEASE

The Contractor shall have the included "Right of Entry and Release Agreement for Road and Driveway Construction" form executed by each property owner as needed, where driveway construction is required.

The Contractor shall be responsible for all coordination with the property owners for this construction. The Contractor shall provide the County with copies of these executed agreements.

These driveways shall be constructed in accordance with the Plans and the Specifications or as directed by the Engineer. The quantities are included in the 6" concrete sidewalk (driveways) item, 6" base item and asphaltic concrete item for the construction of these driveways.

SPECIAL DRIVEWAY NOTES AND SPECIFICATIONS

1. Contractor shall work in conjunction with the Engineer in contacting and coordinating with property owners of parcels bordering this Roadway, as directed by the Engineer.

2. Contractor shall obtain written permission from property owners for driveway construction and for approval of driveway staking, as directed by the Engineer.

3. Property owners shall have the option of selecting a circular driveway, a "T" type driveway or other modification as approved by the Engineer. The selection is subject to existing site conditions and compatibility to existing driveways.

4. Driveway construction shall consist of 6" concrete on a compacted Subgrade or Superpave Asphalt Concrete (Traffic Level C) (1.5") course on a 8" base, as directed by the Engineer, to match the existing driveway.

5. If the asphaltic concrete option is required, the entire driveway may be resurfaced.

6. During driveway construction, temporary access and parking shall be provided.

7. Items incidental to driveway construction shall be included in the square yard price for the items listed above. Such items include clearing and grubbing, excavation earthwork, grading, restoration of sodding, landscaping, sprinkler systems and all other Work that may be required to complete driveway construction.

RIGHT OF ENTRY AND RELEASE AGREEMENT FOR ROAD AND DRIVEWAY CONSTRUCTION

PROJECT NAME: _____
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 Contract and no compensation, either monetary or time, shall be considered.

The Contractor agrees that the entirety of the permits listed below shall govern.

Contract Permits

Permit Number	Permitting Agency	Location of Full Permit Documents
TBD	TBD	*TBD*

S[illegible]RTICIPATION EVALUATION FORM

DATE SENT: 1/23/2026	CONTRACTS MANAGER: Holly Knight, PE
PROJECT #: 2026054	PROJECT NAME: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT
USER DEPARTMENT:	SOLICITATION OPENING DATE: 1/20/2026
GSC ESTABLISHED API : SBE Price Preference	

:EY(S) FOR DETERMINATIONS:

(1) YES
(2) NO
(3) NOT APPLICABLE

lespondents with an asterisk (*) did not submit schedules.

RESPONDENTS	RESPONDENT IS A CERTIFIED SBE	RESPONDENT IS ELIGIBLE TO RECEIVE PREFERENCE	IF GOAL APPLIES, RESPONDENT IS RESPONSIVE
Florida Roadway Signs, Inc	1	1	3
Southeast Highway Guardrail & Attenuators, LLC	2	2	3
C. Slagter Construction, Inc.	2	2	3

EVALUATION NOTES: ***NO MANDATORY GOAL OR EVALUATION ON THIS PROJECT***

There are no subcontractors in these responses. Florida Roadway Signs, Inc. **is responsive** to the API and the EBO requirements.

Southeast Highway Guardrail & Attenuators, LLC and C. Slagter Construction, Inc are both **NON-SBE** firms and **are not eligible** to receive the SBE Preference

:valuated By: Terry Newton

Signature: Terry Newton

Date: 2/02/2026

Approved by: Allen Gray

Signature: Allen Gray

Date: 2.3.2026

EBO FORMS

OEBO SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: Guardrail Continuing Services Construction Contract SOLICITATION/PROJECT/BID NO.: 2026054

SOLICITATION OPENING/SUBMITTAL DATE: 1/5/2026 COUNTY DEPARTMENT: PBC, 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:

NAME OF PRIME RESPONDENT/BIDDER: Southeast Highway Guardrail & Attenuators, LLC ADDRESS: 1818 S Australian Ave, Suite 110, West Palm Beach, FL 33409

CONTACT PERSON: Barry Snyder PHONE NO.: 561 792 0040 E-MAIL: iliana.angel@sehighway.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 100%
SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☑ 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) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. N/A	☐	☐	
2.	☐	☐	
3.	☐	☐	
4.	☐	☐	
5.	☐	☐	

(Please use additional sheets if necessary)

Total N/A

Total Bid/Offer Price $_____ Total Certified SBE Participation $ N/A

I hereby certify that the above information is accurate to the best of my knowledge: Barry Snyder President

Name & Authorized Signature Title

Note:
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
3. Modification of this form is not permitted and will be rejected upon submittal.
4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

EBO FORMS

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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2026054

SOLICITATION/PROJECT NAME: Guardrail Continuing Services Construction Contract

Prime Contractor: Southeast Highway Guardrail & Attenuators, LLC Subcontractor: N/A

(Check box(s) that apply)

☐ SBE ☑ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

Southeast Highway Guardrail & Attenuators, LLC
Print Name of Prime

By: _____
Authorized Signature

Barry Snyder
Print Name

President
Title

Date: 1/5/2026

N/A
Print Name of Subcontractor/subconsultant

By: N/A
Authorized Signature

N/A
Print Name

N/A
Title

Date: N/A

OEBO SCHEDULE 3*
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each SBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an SBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check applicable)	
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	SBE (√)	Non-SBE (√)
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

Palm Beach County

Office of Equal Business Opportunity

Subcontracting Goal – Waiver Request Form

PROECT NAME: _____ DATE: _____

COMPANY NAME: _____ CONTACT NO.: _____

CONTACT PERSON: _____ CONTACT EMAIL: _____

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of **80 or more points** to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website (http://discover.pbcgov.org/osba/Pages/Vendor-Directory.aspx)

PART I: Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***15 points possible:***

- ☐ List the specific scope of work identified for each of the SBEs contacted
- ☐ Ensure the scope of work identified for SBEs is greater than or equal to the subcontracting goal(s)
- ☐ Additional comments, if any

PART II: Initial Communications to Potential SBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***40 points possible:***

- ☐ Contact at least three (3) SBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☐ Include current documentation of searches from the EBO Vendor Directory.
- ☐ Notify SBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☐ Additional comments, if any

PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***30 points possible:***

- ☐ Promptly follow-up with SBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- ☐ Include a written statement with contact information on all subcontractors contacted to include the following:
  - ☐ Name of the subcontractor/firm and the contact person(s)
  - ☐ Telephone and Email address
  - ☐ Scope of work the subcontractor indicated they would perform
  - ☐ Notes regarding the outcome of the contact
  - ☐ Dates of contact and Dates of Negotiations
  - ☐ The negotiated price
  - ☐ Bids received from subcontractors that could provide a commercially useful function

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

☐ Additional comments, if any

PART IV: Attendance at Pre-Bid Meeting

Points: ____

County staff maintains documentation regarding attendance at the pre-bid meeting. ***5 points possible:***

☐ Below list the individuals from your staff/firm that attended the pre-bid meeting

PART V: Offer Assistance in Securing Financing, Insurance, or Competitive Supplier Pricing

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***10 points possible:***

- ☐ Provide easy access to plans and specifications for SBEs
- ☐ Provide competitive pricing
- ☐ Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
  - ☐ Provide written documentation of the type of assistance offered
  - ☐ Company name, contact person and telephone number
  - ☐ Name of person who provided the assistance
- ☐ Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- ☐ Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN A TOTAL OF **80** OR MORE POINTS TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature | Print Name/Title

Manager, Office of Equal Business Opportunity

☐ Approved
☐ Denied

TOTAL SCORE: _____/100

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

REQUEST FOR SBE SUBSTITUTION/ ADDITION/MODIFICATION/REMOVAL*

INSTRUCTIONS FOR SECTIONS 1 TO 9: PRIME CONTRACTOR COMPLETES ALL SECTIONS AS APPLICABLE AND SUBMITS TO DEPARTMENT PROJECT MANAGER AND OEBO OFFICE FOR APPROVAL.

Section 1: Prime Contractor/Consultant Information

Name of Prime	Contact Person	Phone

Project Name	Bid/Proposal/Project No.	% SBE Participation- original

Original Contract Amount	New Contract Amount	% SBE Participation - new

Section 2: SBE Addition, Modification, Substitution or Removal*

Original Subcontractor/Sub consultant	% of Participation

Contact Person	Phone

New Subcontractor/ Sub consultant	% of Participation

Amendment/Change Order/Contingency Amount (If Applicable)	

Section 3: SBE Addition, Modification, Substitution or Removal*

Please attach completed Palm Beach County SBE Subcontractor/consultant's Performance Report and Good Faith Effort Form. *A separate and properly executed Schedule 2 (Letter of Intent) is required to support any changes submitted on this form, when applicable.

Approvals:

Dept. Project Manager		**Signature:**		**Date:**	
OEBO Representative		**Signature:**		**Date:**	

PBC OEBO – Orig. 12/31/2018 |

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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

PROPOSAL FORM

Southeast Highway Guardrail & Attenuators, LLC
(COMPANY NAME)

1818 S Australian Ave, Suite 110
(COMPANY ADDRESS)

West Palm Beach, FL
(COMPANY CITY & STATE)

33409
(COMPANY ZIP CODE)

CONTACT NAME Barry Snyder

PHONE NUMBER 561 792 0040

FACSIMILE NUMBER 305 677 6601

EMAIL ADDRESS iliana.angel@sehighway.com

81-2488503
FEDERAL TAX I.D. #

1/5/2026
DATE SUBMITTED

FOR THE CONSTRUCTION OF: **GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT PALM BEACH COUNTY PROJECT NO. 2026054**

TO THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA:

We, the undersigned (Contractor), hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and that we are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of Materials, and we hereby agree to furnish and pay for all necessary labor, Equipment, Materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all Work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

BID PROPOSAL
GUARDRAIL CONTINUING SERVICES
CONSTRUCTION CONTRACT
PBC PROJECT #2026054

#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1	536-73	Removal and Disposal, Guardrail	9,000	LF	$0.15	$1,350.00
2	536-73	Removal and Disposal, Guardrail w/ Concrete Posts	20	LF	$0.01	$0.20
3	536-73	Removal and Disposal, Anchorage Assemblies	75	EA	$0.01	$0.75
4	536-73	Removal and Disposal, Safety Pipe Rail	350	LF	$0.01	$3.50
5	N/A	Used Guardrail, Furnish and Install	25	LF	$0.01	$0.25
6	538-1	Reset Guardrail (per FDOT Spec)	12,500	LF	$8.00	$100,000.00
7	339-1	Misc. Asphalt	1	TN	$500.00	$500.00
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	$700.00	$1,400.00
10	536-85-xx	Anchorage Assembly, Type II, Cable Anchor Option	2	EA	$2,200.00	$4,400.00
11	536-85-xx	Anchorage Assembly, Type SKT 350	3	EA	$3,600.00	$10,800.00
12	536-85-xx	Anchorage Assembly, Type SRT-350	5	EA	$1,800.00	$9,000.00
13	536-003-015	Anchorage Assembly, Approach Terminal (X-Tension)	8	EA	$1.00	$8.00
14	536-00-003	Anchorage Assembly, Approach Terminal (SoftStop)	8	EA	$1.00	$8.00
15	536-85-xx	Anchor Panel, for Type II	8	EA	$135.00	$1,080.00
16	536-85-xx	Anchor Panel, for Type SKT 350	12	EA	$250.00	$3,000.00
17	536-85-xx	Type SKT 350 Extruder Head	8	EA	$900.00	$7,200.00
18	536-7-3	Special Guardrail Post	15	EA	$100.00	$1,500.00
19	N/A	Block, Concrete, Special, at Bridge	2	EA	$0.01	$0.02
20	N/A	Block, Offset Utility (Double Blocking)	5	EA	$0.01	$0.05
21	N/A	Block, Wood, w/ Hardware	200	EA	$5.00	$1,000.00
22	N/A	Block, Recycled Plastic, w/ Guardrail Bolt	70	EA	$20.00	$1,400.00
23	536-85-xx	End Section, Buffer	3	EA	$350.00	$1,050.00
24	536-85-22	End Section, Flared	10	EA	$30.00	$300.00
25	536-85-24	End Section, Parallel	10	EA	$0.01	$0.10
26	536-85-26	End Section, CRT	10	EA	$0.01	$0.10
27	536-85-xx	End Section, Rounded	40	EA	$25.00	$1,000.00
28	N/A	End Shoe, Special (Bridge Attachment Piece)	4	EA	$40.00	$160.00
29	N/A	Drill Holes for End Shoe Attachment	100	EA	$0.01	$1.00
30	536-1-3	Guardrail, Steel Beam, Double Face	25	LF	$13.00	$325.00
31	536-1-1	Guardrail, Steel Beam, Straight Panel Only (No Post or Hardware)	2,250	LF	$12.00	$27,000.00
32	536-1-1	Guardrail, Steel Beam, Shop Bent Panel Only (No Post or Hardware)	200	LF	$8.00	$1,600.00
33	536-1-1	Guardrail, Steel Beam, Straight (up to 37' 6")	1,250	LF	$19.00	$23,750.00
34	536-1-1	Guardrail, Steel Beam, Straight (>36' 6" up to 62' 6")	800	LF	$19.00	$15,200.00
35	536-1-1	Guardrail, Steel Beam, Straight (> 62' 6" up to 100')	550	LF	$17.00	$9,350.00
36	536-1-1	Guardrail, Steel Beam, Straight (>100' up to 500')	650	LF	$17.00	$11,050.00
37	536-1-1	Guardrail, Steel Beam, Straight (> 500')	2,000	LF	$9.00	$18,000.00
38	536-1-1	Guardrail, Steel Beam, Straight, w/ 9' Posts	25	LF	$1.00	$25.00
39	536-1-1	Guardrail, Steel Beam, Shop Bent,(up to 37' 6")	350	LF	$30.00	$10,500.00
40	536-1-1	Guardrail, Steel Beam, Shop Bent, (> 37' 6" up to 62' 6")	150	LF	$1.00	$150.00
41	536-1-1	Guardrail, Steel Beam, Shop Bent, (> 62' 6" up to 100')	125	LF	$1.00	$125.00
42	536-1-1	Guardrail, Steel Beam, Shop Bent, (> 100' up to 500')	113	LF	$1.00	$113.00
43	536-1-1	Guardrail, Steel Beam, Shop Bent, w/ 9' Posts	25	LF	$1.00	$25.00

BID PROPOSAL
GUARDRAIL CONTINUING SERVICES
CONSTRUCTION CONTRACT
PBC PROJECT #2026054

#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
44	536-1-1	5 Degree Radius Shop Bent Guardrail (6-1/4')	31	LF	$1.00	$31.00
45	536-8-x	Transition Panel, QUAD Beam to W Beam, Narrow	2	EA	$0.01	$0.02
46	536-8-x	Transition Panel, QUAD Beam to W Beam, Medium	2	EA	$0.01	$0.02
47	536-8-x	Transition Panel, QUAD Beam to W Beam, Wide	2	EA	$0.01	$0.02
48	536-83-1	Post, Guardrail, Steel, Standard	70	EA	$80.00	$5,600.00
49	N/A	Post, Guardrail, Steel, 9'	3	EA	$65.00	$195.00
50	N/A	Post, Guardrail, Wood (Treated Timber), Standard	18	EA	$35.00	$630.00
51	N/A	Post, Guardrail, Encased, Steel	3	EA	$0.01	$0.03
52	N/A	Post, Guardrail, Encased, Wood	3	EA	$0.01	$0.03
53	N/A	Post, Guardrail, Steel, Special, w/ Plate	5	EA	$400.00	$2,000.00
54	N/A	Post, Guardrail, CRT	15	EA	$25.00	$375.00
55	536-6	Rail, Safety Pipe, Special	225	LF	$10.00	$2,250.00
56	N/A	Round-Off Top of Wooden Guardrail Post and Block (All Sides)	25	EA	$0.01	$0.25
57	536-85-26	Controlled Release Terminal, 8' Radius	2	EA	$500.00	$1,000.00
58	536-85-26	Controlled Release Terminal, 16' Radius	1	EA	$2,300.00	$2,300.00
59	536-85-26	Controlled Release Terminal, 24' Radius	2	EA	$500.00	$1,000.00
60	536-85-26	Controlled Release Terminal, 32' Radius	2	EA	$500.00	$1,000.00
	THRIE Beam					
61	536-8-xx	THRIE Beam Terminal Connector	3	EA	$30.00	$90.00
62	536-8-xx	THRIE Beam Bridge Connector Complete (Detail J)	8	EA	$1.00	$8.00
63	536-8-xx	12" x 12" x 1/4" Back Up Plate	2	EA	$0.01	$0.02
64	536-8-xx	8" x 8" x 5/8" Filler Plate	5	EA	$0.01	$0.05
65	536-8-xx	21" x 21" x 5/8" Back Up Plate	5	EA	$0.01	$0.05
66	536-1-11	THRIE Beam, Straight Panel Complete (w/ Post, Block and Hardware)	20	LF	$15.00	$300.00
67	536-1-11	THRIE Beam, Shop Bent Panel Complete (w/ Post, Block and Hardware)	85	LF	$15.00	$1,275.00
68	536-1-11	THRIE Beam, Straight Panel (Panel Only)	125	LF	$10.50	$1,312.50
69	536-1-11	THRIE Beam, Shop Bent Panel (Panel Only)	5	LF	$30.00	$150.00
70	536-8-xx	6'-3" Transition Panel THRIE Beam to W-Beam	6	EA	$250.00	$1,500.00
71	N/A	THRIE Beam Offset Block	4	EA	$15.00	$60.00
	QUADGUARD Energy Absorbing System					
72	544-x-x	QUADGUARD Energy Absorbing System, (3 Bay) (All Widths) (Includes Foundations)	1	EA	$5,000.00	$5,000.00
73	544-x-x	QUADGUARD Energy Absorbing System, Additional Bay (All Widths) (Includes Additional Foundation Requirements)	2	EA	$1.00	$2.00
	QUADGUARD Energy Absorbing System - Bay Replacement Parts					
74	544-x-x	QUADGUARD Energy Absorbing System, Additional Cartridges (Type I)	2	EA	$1,500.00	$3,000.00
75	544-x-x	QUADGUARD Energy Absorbing System, Additional Cartridges (Type II)	1	EA	$1,500.00	$1,500.00
76	544-x-x	QUADGUARD Energy Absorbing System, Backup Assembly, Concrete 24"	2	EA	$1.00	$2.00
77	544-x-x	QUADGUARD Energy Absorbing System, Backup Assembly, Tension Strut 24"	2	EA	$1.00	$2.00
	QUADGUARD Energy Absorbing System - Parts for Repair of Damaged QUADGUARD					

BID PROPOSAL
GUARDRAIL CONTINUING SERVICES
CONSTRUCTION CONTRACT
PBC PROJECT #2026054

#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
78	544-x-x	QUADGUARD Energy Absorbing System, Nose Assembly, 24"/30"/36"	1	EA	$2,000.00	$2,000.00
79	544-x-x	QUADGUARD Energy Absorbing System, Diaphragm 24"	2	EA	$2,000.00	$4,000.00
80	544-x-x	QUADGUARD Energy Absorbing System, Diaphragm 30"	2	EA	$1.00	$1.00
81	544-x-x	QUADGUARD Energy Absorbing System, Fender Panel Assembly, 24" / 30" / 36"	2	EA	$2,000.00	$4,000.00
	QUADGUARD ELITE System - Bay Replacement Parts					
82	544-x-x	QUADGUARD ELITE Fender Panel	2	EA	$1.00	$2.00
83	544-x-x	QUADGUARD ELITE Diaphragm Assembly	2	EA	$1.00	$2.00
84	544-x-x	QUADGUARD ELITE Nose Belt Assembly	1	EA	$1.00	$1.00
85	544-x-x	QUADGUARD ELITE Cylinder Cartridge	2	EA	$1.00	$2.00
	QUARDGUARD ELITE System					
86	544-x-x	QUADGUARD ELITE System (7 Bay) - 69" Wide Inc. All Hardware	1	EA	$1.00	$1.00
87	544-x-x	QUADGUARD ELITE System (7 Bay) - 90" Wide Inc. All Hardware	1	EA	$1.00	$1.00
88	544-x-x	QUADGUARD ELITE System (11 Bay) - 69" Wide Inc. All Hardware	1	EA	$5,000.00	$5,000.00
89	544-x-x	QUADGUARD ELITE System (11 Bay) - 90" Wide Inc. All Hardware	1	EA	$1.00	$1.00
					TOTAL BID	$307,970.01

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

Note #	FDOT Item #	PAY ITEM FOOTNOTES
1	All	All costs for **Maintenance of Traffic (MOT)** and **Mobilization** shall be considered incidental to, and shall be included in, unit prices for the pay items.
2	All	All costs for **Clearing and Grubbing** shall be considered incidental to, and shall be included in, unit prices for the pay items.
3	All	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.).
4	536-73	**Removal** and **Disposal** or **Delivery** of Guardrail items, - Disposition of All materials in the field shall be at the discretion of the Department representative on-site.
5	536-x	**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.
6	536-x	**Guardrail** price shall include extra posts, as required, at bridges, etc.
7	536-x	**Double face guardrail** linear foot price shall include both beams and component parts.
8	N/A	**Surcharge to Reset Guardrail Post on Base Plate** - 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.
9	N/A	**Round-Off Top of Wooden Guardrail Post and Block** (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.
10	All	**FDOT Item numbers** are for information only.

PROPOSAL FORM

PROJECT NO. **2026054**

TOTAL BID
$ $307,970.01
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 0.00 % ***SBE participation*** as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution R2025-0748 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended.

The Contractor further agrees to perform all force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

PROPOSAL FORM

THE TIMELY COMPLETION OF THIS PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or Holidays to meet the required Contract schedules.

The Contractor shall complete in full all Work under this Contract 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 General Provisions.

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 (Print)

Address: 1818 S Australian Ave, Suite 110
West Palm Beach, FL 33409

Signature:

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. 2026054

"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, LLC

By: _____ Date: 1/5/2026

Name and Title: Barry Snyder, President

Address or P.O. Box: 1818 S Australian Ave, Suite 110

West Palm Beach	FL	33409
City	State	Zip Code

Telephone: 561 792 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 EBO Preference prevails over both the Local and Glades Local Preferences.

CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those Bidders having a permanent place of business in Palm Beach County (County); and (2) those Bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested Bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. The Bidder must submit this Certification of Business Location at the time of Bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the Bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the Bid or Proposal submitted by the Bidder to the County.

1) Bidder is a:

✓ **Local Business** (A local business has a permanent place of business in Palm Beach County**)

(Please indicate):
- ✓ Headquarters located in Palm Beach County.
- ____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

____ **Glades Business** (a Glades business has a permanent place of business in the Glades**)

(Please indicate):
- ____ Headquarters located in the Glades.
- ____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

____ **Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

****A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the Bidder's Palm Beach County Business Tax Receipt verifies the Bidder's permanent place of business.

THIS CERTIFICATION is submitted by Barry Snyder
(Name of Individual)

President, 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.

Signature

1/5/2026
Date

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Department.

When Contract value is greater than $1 million: As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

1/5/2026
Date

Southeast Highway Guardrails & Attenuators, LLC
Company Name (Print)

Barry Snyder, President
Authorized Officer: Name/Title (Print)

Signature

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, Southeast Highway Guardrail & Attenuators, LLC (Principal), and Siriuspoint America Insurance Company as Surety (Surety) are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of Florida, (County) in the amount of Five (5%) percent of bid, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor Materials, Equipment, machinery, tools, apparatus, services, all State Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT, PROJECT NO. 2026054,** in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of five percent (5%) of the total bid amount be submitted with said bid as a guarantee that the Bidder would, if given a letter of Intent to Award the Contract, enter into a written contract with the County, and furnish a Public Construction Bond as required in sections 3-5 and 3-6 of the General Provisions within fourteen (14) consecutive business days of the date of the letter of the Intent to Award Contract.

BID BOND

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the Principal be accepted and Principal, within fourteen (14) consecutive business days after the date of the Letter of Intent to Award, the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount equal to One Hundred Per Cent (100%) of the total contract amount satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the County, and the Surety agrees to pay said sum immediately upon demand of the County, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal.

IN WITNESS WHEREOF, Southeast Highway Guardrail & Attenuators, LLC as Principal herein, has caused these presents to be signed in its name, by its President, and attested by its Controller, under its corporate seal, and Siriuspoint America 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 9th day of December, A.D., 2025.

ATTEST:

By: _____
(Signature)

Anne S. Walker
(Print Name)

Controller
(Title)

Southeast Highway Guardrail & Attenuators, LLC (Seal)

By: _____
(Principal)

Barry Snyder
(Print Name)

President
(Title)

SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS LLC LIMITED LIABILITY COMPANY SEAL 2016 FLORIDA

ATTEST:

By: _____
(Signature)

Brooke Ortega
(Print Name)

Witness
(Title)

Siriuspoint America Insurance Company (Seal)

By: _____
(Surety)

Sheila J. Montoya
(Print Name)

Attorney-In-Fact
(Title)

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ALLDEN01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Anuj Jain, Mona D. Weaver, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, Megan A. Brown

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 9th day of December , 2025

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the President *(insert title)* of Southeast Highway Guardrail & Attenuators *(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 FL *(Firm)*, and that the following Resolutions are true and correct Resolutions adopted by the President *(insert form of management)* of the Firm on the 2 day of May, 2016, 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 President 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 5 day of January, 2026

(SEAL) SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS LLC LIMITED LIABILITY COMPANY SEAL 2016 FLORIDA

(Signature)

Barry Snyder, President
(Print Name and Title)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5 day of January, 2026, by Barry Snyder *(name)* as President *(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.

Southeast Highway Guardrail & Attenuators, LLC

Rebecca Mobley
(Notary Signature)

Notary Public, State of Florida

Rebecca Mobley
(Print Notary Name)

(Stamp/Seal)

REBECCA MOBLEY
Notary Public - State of Florida
Commission # HH 725697
My Comm. Expires Oct 27, 2029
Bonded through National Notary Assn.

Commission Number HH 725697
My Commission Expires 10/27/29

CC-1

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH) R2026 0370 APR 14 2026

This Contract, made and entered into on April 14, 2026, 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.: **2026054**

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 **Three Million Five Hundred Thousand Dollars ($3,500,000.00)**, 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.

CONTRACT

The Contractor shall take into account all contingent Work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent Work as an excuse for Delay in a Contractor's Work, or for its non-performance.

IN WITNESS WHEREOF, the Parties have caused this Contract for Guardrail Continuing Services Construction Contract, Project No. 2026054 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 LLC corporation
(insert state of incorporation)

Barry Snyder
(Print signatory's name)

President
(Print signatory's title)

2/27/26
(Date)

(Corporate Seal)

ATTEST WITNESS:

Rebecca Mobley
(Witness Signature)

Rebecca Mobley
(Print Witness Name)

_____
(Witness Signature)

Maria Laura Hodgson
(Print Witness Name)

SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC
LIMITED LIABILITY COMPANY
SEAL
2016
FLORIDA

CONTRACT

{SIGNATURE PAGES CONTINUED}

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

COUNTY: R2026 0370 APR 14 2026

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

By: _____
Sara Baxter, Mayor

PUBLIC CONSTRUCTION BOND

BOND NUMBER: SPA150967_037

BOND AMOUNT: $ 307,970.01

CONTRACT AMOUNT: $3,500,000

CONTRACTOR'S NAME: Southeast Highway Guardrail & Attenuators, LLC

CONTRACTOR'S ADDRESS: Southeast Highway Guardrail & Attenuators, LLC
1818 S. Austrialian Avenue, Suite 110
West Palm Beach, FL 33409

CONTRACTOR'S PHONE: 561-792-0040

SURETY COMPANY: Siriuspoint America Insurance Company

SURETY ADDRESS: 1 World Trade Center, 285 Fulton St., 47th FL, Ste. 47J
New York, NY 10007

SURETY PHONE: 212-312-2500

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.: 2026054

DESCRIPTION OF WORK: Guardrail installation and repair throughout the County on a Work Order basis

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:

$ 307,970.01

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated_____, 20____, entered into a Contract with the County for:

Project Name:	Guardrail Continuing Services Construction Contract
Project No.:	2026054
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 _____ between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

PUBLIC CONSTRUCTION BOND

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

(Seal)

ATTEST:

(Signature)

Maria Laura Hodgson
(Print Name)

Payroll / HR
(Title)

Southeast Highway Guardrail & Attenuators, LLC

By:
(Principal)

Barry Snyder
(Print Name)

President
(Title)

SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS LLC LIMITED LIABILITY COMPANY SEAL 2016 FLORIDA

(Seal)

ATTEST:

(Signature)

Brooke Ortega
(Print Name)

Witness
(Title)

Siriuspoint America Insurance Company

By:
(Surety)

Sheila J. Montoya
(Print Name)

Attorney-In-Fact
(Title)

PUBLIC CONSTRUCTION BOND

PROJECT NO.: 2026054

DESCRIPTION OF WORK: Guardrail installation and repair throughout the County on a Work Order basis

PROJECT LOCATION: Countywide

SURETY COMPANY: Siriuspoint America Insurance Company

SURETY ADDRESS: 1 World Trade Center, 285 Fulton St., 47th FL, Ste. 47J
New York, NY 10007

SURETY PHONE: 212-312-2500

BOND NUMBER: SPA150967_037

BOND AMOUNT: $307,970.01

CONTRACT AMOUNT: $3,500,000

As the Surety Company for Southeast Highway Guardrail & 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, Siriuspoint America Insurance Company, 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
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ALLDEN01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Anuj Jain, Mona D. Weaver, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, Megan A. Brown

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the day of , 20

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

Alliant

March 12, 2026

Re: Southeast Highway Guardrail & Attenuators, LLC
Guardrail Installation and Repair Throughout the County on a Work Order Basis
Project No.: 2026054
Bond No. SPA150967_037

As the Surety Company for Southeast Highway Guardrail & Attenuators, LLC, we have executed the captioned bond. Because the contract date is unknown, we have left the bonds undated. As a duly authorized Attorney-in-Fact for the surety, Siriuspoint America Insurance Company, permission is hereby granted to Palm Beach County to fill in the contract date on the bonds and power of attorney and Notarial Acknowledgment of Surety when that date is known. Also, the signed and sealed date on the bond should be completed.

Sincerely,

SiriusPoint America Insurance Company

Sheila J. Montoya
Attorney-In-Fact

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ALLDEN01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Anuj Jain, Mona D. Weaver, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, Megan A. Brown

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of March , 20 26

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of COLORADO
County of DOUGLAS

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, MONA D. WEAVER Notary Public of DOUGLAS County, in the State of COLORADO, do hereby certify that SHEILA J. MONTOYA Attorney-in-Fact, of the Sureties Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed, sealed and delivered said instrument, for and on behalf of the Sureties Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of PARKER in said County, this 11th day of March, 2026.

Mona D. Weaver

Notary Public MONA D. WEAVER
My Commission expires: NOVEMBER 11, 2029

MONA D. WEAVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054039704
MY COMMISSION EXPIRES NOVEMBER 11, 2029

OEBO SCHEDULE 3*
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each SBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an SBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check applicable)	
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	SBE (√)	Non-SBE (√)
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )

I hereby certify that the above information is accurate to the best of my knowledge _____ (Signature) _____ (Title)

Additional Sheets May Be Used As Necessary.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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

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 tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

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.

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

By:_____ _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/ subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, _____(year), by _____(name of person acknowledging).

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐ Type of Identification

_____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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

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. 2026054

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.

Company Name: Southeast Highway Guardrail & Attenuators, LLC

Authorized Officer: Barry Snyder (Print)

Address: 1818 S Australian Ave, Suite 110
West Palm Beach, FL 33409

Signature:

SW-1

Print Date 3/9/2026 8:06:08 AM

EBIX

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
DX00003528	Southeast Highway Guardrail and Attenuators, LLC		Compliant					2026054	Guardrail Continuing Services Construction Contract
		A+g , XV	American Casualty Company of Reading, Pennsylvania	7015245851	11/2/2025	11/2/2026	Auto Liability		
		A+g , XV	Allied World National Assurance Company	0314-9058	11/2/2025	11/2/2026	Excess Liability		
		A+g , XV	American Casualty Company of Reading, Pennsylvania	7015245865	11/2/2025	11/2/2026	General Liability		
		A+g , XV	The Continental Insurance Company	WC734498116	11/2/2025	11/2/2026	Workers Comp		

Risk Profile : Standard - Construction Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

ACORD

ATT-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 29 S Main Street, 3rd Floor West Hartford, CT 06107	CONTACT NAME: Melissa Morse PHONE (A/C, No, Ext): (860) 231-7250 238 FAX (A/C, No): E-MAIL ADDRESS: melissamorse@worldinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : American Casualty Company of Reading, Pennsylvania — 20427
INSURED Southeast Highway Guardrail and Attenuators, LLC. 1818 South Australian Avenue Suite 110 West Palm Beach, FL 33409	INSURER B : Allied World National Assurance Company — 10690 INSURER C : Continental Insurance Company — 35289 INSURER D : Continental General Insurance Company — 71404 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU INCLUDED X NO DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		7015245865	11/2/2025	11/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SITE POLLUTION	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7015245851	11/2/2025	11/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		0314-9058	11/2/2025	11/2/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC734498116	11/2/2025	11/2/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Installation			C 7015410586	11/2/2025	11/2/2026	$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 #2026054 Project Description: Guardrail Continuing Services Construction Contract. Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees, and agents is endorsed as an additional insured on commercial general liability (and umbrella liability, if applicable). *Contractual liability coverage is applicable to the indemnification/hold harmless provision of Article 7-12.1. Project #2026054 Project Description: Guardrail Continuing Services Construction Contract

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Engineering & Public Works Dept / Roadway Production D
2300 N. Jog Road Third Floor West
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

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Participation Form

Small Business Enterprise (SBE)
Affirmative Procurement Initiative (API)

PROJECT _____

_____

PROJECT NO. _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was_____% /Affirmative Procurement Initiative (API) placed on this contract was_____%.

The Contractor achieved a Small Business Enterprise (SBE) participation/Affirmative Procurement Initiative (API) of _____% at the end of this project.

CONTRACTOR: _____

BY: _____

PRINT NAME: _____

DATE: _____

CHANGE ORDER

___ Owner Initiated
___ Differing Site Conditions
___ Zoning/Code/Ordinance Changes
___ Errors/Omissions/In Design
___ Quantity Overruns/Underruns
___ Request By Another Agency/Outside Party:
_____
___ A. Reimbursable ___ B. Non-Reimbursable
___ Other:

PROJECT:
(Name)
TO:
(Contractor)

CHANGE ORDER NO:
COUNTY PROJECT NO:
CONTRACT DATE:
RESOLUTION NO:
DISTRICT NO:

You are directed to make the following changes in this Contract:

The original Contract Sum was	$
Net change by previous Change Orders	$
The Contract Sum prior to this Change Order was	$
The Contract Sum will be increased by this Change Order . . .	$
The new Contract Sum including this Change Order will be . .	$
The Contract Time will be increased by.	( ) Days
The Date of Completion including this Change Order therefore is . .	

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

_____
CONTRACTOR

_____
Address

_____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:
- ☐ WORK ORDER NO. _____
- ☐ NEW AUTHORIZATION
- ☐ CHANGE ORDER NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ OTHER: _____

REQUESTING DIVISION:
- ☐ ROAD & BRIDGE
- ☐ TRAFFIC
- ☐ ROADWAY PRODUCTION
- ☐ CONSTRUCTION COOR.
- ☐ STREETSCAPE

INFORMATION:
DATE _____
REQUESTOR _____
COMMISSION DISTRICT NO: _____
RESOLUTION NO: R _____
PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____
PROJECT NUMBER: _____ **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** _____

CONTRACTOR/CONSULTANT/VENDOR: _____ **VENDOR #** _____
CONTACT: _____ **CONTACT PHONE NUMBER:** _____

Details:

Attachment "A" - Change Order Details
Attachment "B" - Bond Rider
Attachment "C" - EBO Schedules
Attachment "D" - Certificate of Insurance
Attachment "E" - Change Order History

The total amount of this request, per the attached documentation,is not to exceed $ _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was _____%.
The estimated SBE participation for this request is _____%.
The cumulative SBE participation to date for this Contract including this request is _____%.

Palm Beach County Engineering and Public Works Contact:

Name | Title | Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this request by signing and returning this original document to our office.

Signature | Date

Print Name and Title

ENGINEER OF RECORD (If applicable)

Signature | Date

Print Name and Title

PALM BEACH COUNTY APPROVALS

Division Approval | Date

Deputy County Engineer | Date

BOARD APPROVAL? ___No___ **Date:** _____

Budget Approval | Date

Contract Review Committee (when required) Date

FORM OF GUARANTEE

BOND NO. SPA150967_037

GUARANTEE FOR (Contractor and Surety Name) Southeast Highway Guardrail & Attenuators, LLC

and Siriuspoint America Insurance Company

We the undersigned hereby guarantee that the Guardrail Continuing Services Construction Contract (Project), Project Number 2026054, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of final acceptance date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Southeast Highway Guardrail & Attenuators, LLC (Seal)
(Contractor)

By: _____ Barry Snyder, President
(Signature) (Printed Name and Title)

Siriuspoint America Insurance Company (Seal)
(Surety)

By: _____ Sheila J. Montoya, Attorney-In-Fact
(Signature) (Printed Name and Title)

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ALLDEN01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Anuj Jain, Mona D. Weaver, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, Megan A. Brown

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the day of , 20

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

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:

_____
Signature

_____
Print Name

CONTRACTOR

_____
Company Name

BY_____
Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____ for _____, on behalf
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____(type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Form 1

STATE OF FLORIDA
COUNTY OF _____

Before me the undersigned authority in said county and state, personally appeared _____, who being first duly sworn, deposes and says that he is:

_____ (a) President (or Vice President) of _____ corporation authorized to do business under the laws of Florida and which Corporation is the contractor;

OR

_____ (b) a partner of the firm of _____ composed of _____ and _____, doing business under the name of _____, which firm is the contractor;

OR

_____ (c) the individual who, doing business under the trade name of _____ is the contractor,

on project No. _____, Road _____ in _____ County, Florida, under Resolution No. _____ with the County of Palm Beach dated the _____ day of _____ 20___; that the deponent knows of his own knowledge that:

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.

2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.

4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affix Corp. Seal)

_____
(Deponent)

_____
(Print Name)

_____
(Title)

CONTRACTOR: _____

PROJECT: _____

Form 2

We, the _____, having heretofore executed a performance and payment bond for the above named contractor covering the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surety company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the _____ has caused the Instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, A.D. 20____.

_____
SURETY COMPANY

(AFFIX SEAL)

BY:_____
It's Attorney in Fact

(Power of Attorney must be attached
if executed by Attorney in Fact)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ as _____ _____ for _____,
(e.g. attorney in fact) (name of Surety)
on behalf of said surety, and who is ☐ personally known to me or has produced _____(type of identification) as identification, and who acknowledges that [circle one] he/she executed said instrument for the purpose therein expressed and that [circle one] he/she has due and legal authority to execute the same on behalf of said surety

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Countersignature: _____
Required ONLY if executed by Non Florida Resident Agent

RECORD OF CONSTRUCTION MATERIALS AFFIDAVIT

I_____, _____
(NAME) (TITLE)

OF_____
(NAME OF FIRM)

I solemnly swear and affirm, that as Prime Contractor, the work under the above-named contract and all amendments thereto have been completed and materials supplied in accordance with the requirements of said contract. I have preserved in my files, for inspection by the Department, all invoices and records of materials as required by Article 9-7 of the applicable specifications. These records include all materials purchased by subcontractors and represent all commercial construction materials used in the construction of Project No. _____.

(Contract No. _____) in _____County, and that the information is true and correct.

Signed_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the_____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSEMENT OF PREVIOUS PERIODIC PAYMENTS TO SUBCONTRACTORS

DATE: _____

PROJECT: _____

_____

PROJECT NO:_____

TO APPLY TO MONTHLY ESTIMATE FOR _____, 20___
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____ which is in dispute with _____ _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____
Contractor

_____
Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ as _____ for _____, on behalf
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

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 _____ (title of officer/member/partner) for _____ (name of corporation/company/partnership), on behalf

of the _____ [choose one] corporation/company/partnership, who is ☐ personally known to me or has

produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

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

P.O. 53, West Palm Beach, FL 33402-3353
www. .gov Tel: (561) 355-2264

...TED AT**
...HOOPER RD
ROYAL PALM BEACH, FL 3341...

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ADMINISTRATIVE OFFICE	SOUTHEAST HIGHWAY HOLDINGS LLC		B25.712679 09/24/2025	$132.00	B40144426

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

SOUTHEAST HIGHWAY HOLDINGS LLC
SOUTHEAST HIGHWAY GUARDRAILS AND ATTENUATORS
7760 HOOPER RD
WEST PALM BEACH FL 33411-3831

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2016093002
EXPIRES: 09/30/2026

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06,2025

SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC
1818 S AUSTRALIAN AVE
WEST PALM BEACH, FLORIDA 33409

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
FENCING, GUARDRAIL

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Foreign Limited Liability Company
SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Filing Information

Document Number	M16000003895
FEI/EIN Number	81-2488503
Date Filed	05/16/2016
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/08/2025
Event Effective Date	NONE

Principal Address

10225 WESTMOOR DRIVE, SUITE 205
WESTMINSTER, CO 80021

Changed: 09/08/2025

Mailing Address

1818 S Australian Avenue
Suite 110
West Palm Beach, FL 33409

Changed: 01/30/2025

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/20/2025

Address Changed: 09/09/2025

Authorized Person(s) Detail

Name & Address

Title PRESIDENT

SNYDER, BARRY
1818 S AUSTRALIAN AVE, SUITE 110
WEST PALM BEACH, FL 33409

Title CEO

IVANKOVICH, DOMINIC
10225 WESTMOOR DRIVE, SUITE 205
WESTMINSTER, CO 80021

Title CFO

CARLOW, STEVE
10225 WESTMOOR DRIVE, SUITE 205
WESTMINSTER, CO 80021

Title TREASURER

BEARD, NATHAN
10225 WESTMOOR DRIVE, SUITE 205
WESTMINSTER, CO 80021

Title SECRETARY

BERRY, MATTHEW
10225 WESTMOOR DRIVE, SUITE 205
WESTMINSTER, CO 80021

Annual Reports

Report Year	Filed Date
2024	02/08/2024
2025	01/25/2025
2025	01/30/2025

Document Images

09/08/2025 – LC Amendment	View image in PDF format
06/20/2025 – CORLCRACHG	View image in PDF format
01/30/2025 – AMENDED ANNUAL REPORT	View image in PDF format
01/25/2025 – ANNUAL REPORT	View image in PDF format
02/08/2024 – ANNUAL REPORT	View image in PDF format
01/31/2023 – ANNUAL REPORT	View image in PDF format
08/03/2022 – AMENDED ANNUAL REPORT	View image in PDF format
07/28/2022 – ANNUAL REPORT	View image in PDF format
04/23/2021 – ANNUAL REPORT	View image in PDF format
01/29/2020 – ANNUAL REPORT	View image in PDF format
12/04/2019 – LC Amendment	View image in PDF format
01/16/2019 – ANNUAL REPORT	View image in PDF format
02/27/2018 – AMENDED ANNUAL REPORT	View image in PDF format
02/02/2018 – AMENDED ANNUAL REPORT	View image in PDF format

01/09/2018 – ANNUAL REPORT	ew image in PDF format
07/05/2017 – LC Amendment	View image in PDF format
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

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Gary R. Clough, Town Engineer**

THRU: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: Consideration of Resolution No. 2026-54 accepting an easement for Drainage purposes from the property owner of 15410 North Road

Legal Sufficiency:	**☒ Reviewed**	**☐ Not Reviewed**
	☒ Approved	**☐ Not Approved**

Background:

In accordance with Section 05-085 of the Town's ULDC easements in favor of the Town must be approved and accepted by resolution of the Town Council.

The Town has received an easement for drainage purposes from the property owners of 15410 North Road. The easement is attached as an Exhibit "A" to Resolution 2026-54. The link below contains an aerial view of the property in proximity to North Road. FPL caused damage to an existing drainage pipe under North Road from the drainage ditch on 15410 North Road to the North Road canal which required the pipe to be replaced. Public Works replaced the pipe. Road right of way is limited which created relatively steep slopes from the road down to the invert of the pipe. Public Works met with the property owner to provide a better finished product and in order to complete that work additional right of way was required for the Town to complete the work to the satisfaction of the property owner and Public Works. The easement will allow for the pipe to be extended approximately 10 feet to provide for maintainable slopes from the road to the pipe invert and prevent future washouts of the slopes from road drainage.

https://gis.pbcgov.org/papagis/papa.html#

Recommendation: The Town Council adopt **Resolution No. 2026-54** accepting the easement over the property identified therein.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-54

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN DRAINAGE EASEMENT FOR THE PROPERTY LOCATED AT 15410 NORTH ROAD, LOXAHATCHEE GROVES, FL 33470; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Drainage purposes; and

WHEREAS, Frank Standish, and Virginia Standish, husband and wife have executed a Drainage Easement Agreement, concerning property they own located at 15410 North Road in Loxahatchee Groves, Florida, in favor of the Town; and

WHEREAS, pursuant to Section 05-085 of the Town's Unified Land Development Code and Town Council adopted procedures, Easements must be accepted by the Town Council prior to recording; and

WHEREAS, the Town Council has determined that accepting the Drainage Easement identified herein serves a valid public purpose.

NOW THEREFORE, BE 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 accepts the Easement identified herein and directs Town staff to have said Easement 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 adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____seconded the motion, and upon being put to a vote, the vote was as follows:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JULY, 2026.

ATTEST:

_____
Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*_____
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:*_____
Vice Mayor Manish Sood, Seat 5

_____ *Voted:*_____
Councilmember William "Joe Stephens, Seat 1

_____ *Voted:*_____
Councilmember Anita Kane, Seat 3

_____ *Voted:*_____
Councilmember Paul Coleman II, Seat 4

Scope of Work

The following work will be completed as part of this project:

- Reinforce, level, and compact the existing earthwork beneath the proposed pipe installation to provide a stable foundation and ensure proper pipe alignment.
- Install an additional **10 linear feet of 18-inch HDPE dual-wall pipe** to extend the existing pipe to the south.
- Install one **18-inch HDPE flared end section** at the southern end of the pipe.
- Place and compact **No. 2 fill material** as required.
- Install approximately **225 square feet of Bahia sod** to restore disturbed areas.
- Construct a **12-inch-high earthen berm** along the roadside to improve drainage control and roadway protection.

Materials

The following materials will be used for this project:

- One (1) 10-foot section of 18-inch HDPE dual-wall pipe
- One (1) 18-inch HDPE flared end section
- One (1) truckload of No. 2 fill material
- Approximately 225 square feet of Bahia sod

Prepared by and return to:
Jeffrey S. Kurtz, Esquire
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE EASEMENT ("Easement") is made and entered into this 24th day of June 2026 by and between **Frank C. Standish and Virginia M. Standish, his wife** with a mailing address of 15410 North Road, Loxahatchee, FL 33470-4952, hereinafter collectively 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.

W I T N E S S E T H:

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, a 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 drainage 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.

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 grants 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.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

By: _____

Witness name: Jeffrey S. Kurtz

Witness address: 155 F Road Loxahatchee Groves FL. 33470

By: _____

Witness name: Craig Lower

Witness address: 11614 Bolsom Drive RPB FL 33411

GRANTOR:

_____

Frank C. Standish

_____

Virginia M. Standish

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 24 day of June, 2026, by Frank C. Standish and Virginia M. Standish, who are [ ] personally known to me or [✓] produced Drivers License as identification.

_____
(Signature of Notary Public-State of Florida)

Notary Public State of Florida
Angela Romero
My Commission HH 704475
Expires 7/30/2029

Angela Romero
(Print, type, or stamp commissioned name of Notary public)

GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

By: _____
Lisa El-Ramey, Mayor

ATTEST:

_____
Town Clerk

Approved as to form
and legal sufficiency

_____
Office of the Town Attorney
Date: _____

Exhibit "A"

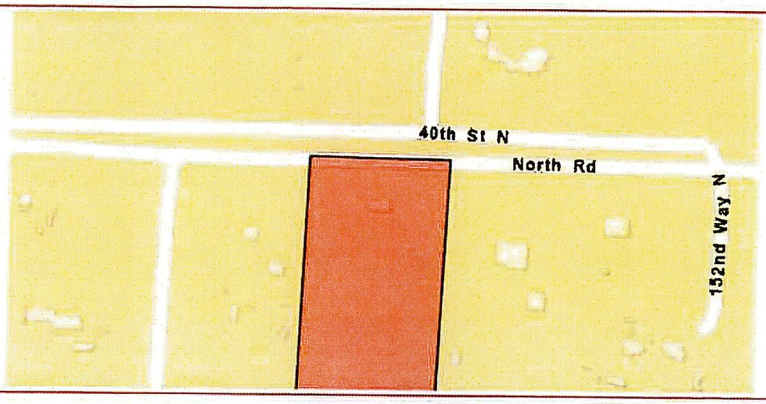
Description of Easement

A PARCEL OF LAND BEING THE NORTH 15.0 FEET OF THE WEST 15.0 FEET OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF TRACT 28, BLOCK B ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 12, AT PAGE 29 AND ALSO BEING A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED IN OFFICIAL RECORD BOOK 4675, PAGE 0396, ALL OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

BEING A PORTION OF THE PROPERTY WITH THE PARCEL CONTROL NUMBER OF 41-41-43-17-01-228-0030.

Property Detail

Parcel Control Number:	41-41-43-17-01-228-0030	Location Address:	15410 NORTH RD
Owners:	STANDISH FRANK C && STANDISH VIRGINIA M	Municipality:	LOXAHATCHEE GROVES
Mailing Address:	15410 NORTH RD, , LOXAHATCHEE FL 33470 3807		
Last Sale:	10/01/1985	Book/Page#:	04675 / 00396 Price: $115,000
Property Use Code:	0100 - SINGLE FAMILY	Zoning:	AR - AGRICULTURAL RESIDENTIAL
Legal Description:	LOXAHATCHEE GROVES E 1/2 OF W 1/2 OF TRACT 28 BLK B	Total SF:	1721 Acres 5.00



2025 Values

Improvement Value	$182,568
Land Value	$458,750
Total Market Value	$641,318
Assessed Value	$196,832
Exemption Amount	$50,722
Taxable Value	$146,110

All values are as of January 1st each year.

2025 Taxes

Ad Valorem	$3,015
Non Ad Valorem	$1,756
Total Tax	$4,770

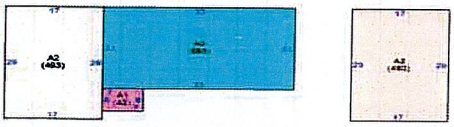
2025 Qualified Exemptions

HOMESTEAD
ADDITIONAL HOMESTEAD

Applicants

STANDISH FRANK C &
STANDISH VIRGINIA M

Building Footprint (Building 1)



Subarea and Square Footage (Building 1)

Description		Area Sq. Footage
BAS Base Area	693	
FUS Finished Upper Story	493	
FOP Finished Open Porch	42	
FGR Finished Garage	493	
Total Square Footage : 1721		
Total Area Under Air : 1186		

Extra Features

Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 1)

Description	
1 Bldg Type	SFR
2 Exterior Wall 1	MSY: CB STUCCO
3 Year Built	1974
4 Air Condition Desc.	HTG & AC
5 Heat Type	FORCED AIR DUCT
6 Heat Fuel	ELECTRIC
7 Bed Rooms	3
8 Full Baths	2
9 Half Baths	0
10 Exterior Wall 2	NONE
11 Roof Structure	WOOD TRUSS
12 Roof Cover	CONCRETE TILE
13 Interior Wall 1	PLASTER
14 Interior Wall 2	N/A
15 Floor Type 1	CARPETING
16 Floor Type 2	N/A
17 Stories	2

Owner : STANDISH FRANK C & PCN: 41414317012280030 1 of 1

EASEMENT CHECKLIST

Property Owner ("Grantor"): Frank Standish and Virginia Standish

Property Address: 15410 North Road, Loxahatchee Groves FL 33470

Property Identification No.: 41-41-43-17-01-228-0030

Grantor's Property Address, *if different than above*:

✓ The purpose of the easement is to grant the Town access to enter upon the property and to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and/or otherwise enhance improvements as more fully described in the easement agreement.

✓ The easement being requested may be used for only the purpose(s) stated in the easement, which are:

Type of Easement	Requested by Town	Approved by Grantor
Roadway		
Drainage	✓	✓
Utilities		
Trail		
Temporary Construction		
Temporary Access		
Temporary Staging		
Other:		

NA If different easement types are to be provided, a single or separate documents may be used

___ A single document for all easement types is preferred; or
___ A separate document for each easement type is preferred.

✓ The easement does not change the ownership of the property, so granting the easement has no impact on the size of the property owned by the property owner.

✓ The easement will not be used to expand the Town's ownership in its rights-of-way.

✓ Any existing fence/hedge may need to be relocated now if it interferes with the purpose of the easement or in the future if it is otherwise inconsistent with the purpose of the easement.

Owner will replace Fence

___ There is no existing fence/hedge within the proposed easement area; or
___ There is an existing fence/hedge within the proposed easement area; and
  ___ The fence/hedge needs to be relocated now; or
  ___ The fence/hedge needs to be relocated outside of the easement area when it is replaced

✓ The property owner always has the right to have their own attorney review the easement and should be encouraged to do so.

EASEMENT CHECKLIST

✓ Individual members of the Town Council do not have the authority to solicit or negotiate easements with property owners. The Town Administration, Town Public Works Director, and Town Engineer may solicit from and negotiate easements with property owners.

✓ Prior to acceptance by the Town Council, the executed easement must be reviewed for legal sufficiency by the Town Attorney. If the easement has errors, it may need to be re-executed.

✓ All easements must be accepted by Resolution of the Town Council.

✓ After acceptance by the Town Council, the fully executed easement documents will be recorded by the Town Clerk in the official records of Palm Beach County and once recorded the Town Clerk will provide copies of the recorded easement to the property owner and the Public Works Department.

✓ The original easement will be maintained by the Town Clerk.

✓ In the alternative to providing an easement, the property owner may transfer title to the property to the Town by deed. If the property is deeded to the Town, the owner's property size will be adjusted and the property owner will no longer have the right to access or use the deeded property, except in the same manner as any other member of the public. This action will follow a different process.

I have reviewed this information with the property owner.

Signature of Town Staff _____ **Date** 6/24/2026

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **David DiLena, Chief Financial Officer**

VIA: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Receive and File for the Vendor Expense Report FY26- October 2025 to June 2026**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background: The Vendor Expense Report includes a listing of all vendor expenditures exceeding $10,000 and a separate listing of all vendor expenditures exceeding $25,000.

Recommendation/Motion: Receive and file the Vendor Expense Report FY26- October 2025 to June 2026.

Attachments: Vendor Expense Report

Cash Disbursement Report

October 1, 2025 - June 30, 2026

Vendor	Over $25k Paid	
Coastal Waste & Recycling	$ 459,313.79	Provides solid waste and recycling collection services
Huurr Homes, LLC	$ 264,009.67	Culvert Construction Services
Palm Beach Aggregates, LLC	$ 242,938.82	Supplied materials such as rocks for road maintenance.
Florida Blue	$ 217,131.73	Town Employee Health Insurance
Florida Division of Retirement (FRS)	$ 166,521.45	Town Employee Retirement
DS Eakins	$ 132,252.50	Public Works Projects
John Deere Financial / Deere Credit, Inc.	$ 126,767.60	Loan Payment
Keshavarz & Associates	$ 124,758.87	Serves as the town's engineer, providing civil engineering services
PBSO(Palm Beach Sheriffs Office)	$ 115,946.03	Offers law enforcement services to the town.
Santander Bank N A	$ 90,476.68	Capital Leases
Projected Point, Inc	$ 77,400.00	Accounting, budgeting and finance services.
Morgan Stanley	$ 70,000.00	Town Manager Retirement
Odums Sod, Inc.	$ 64,822.50	Sod Supplier
Geoffrey B Sluggett & Associates Inc	$ 52,500.00	Lobbying Services
Hy-Byrd Inc	$ 46,900.00	Building Services
Treasure Coast Planning Council	$ 45,000.00	Outsourced for Southern Boulevard corridor study
Ronald L. Book, P.A.	$ 43,333.28	Lobbying Services
Kelly Tractor Company	$ 43,088.00	Utility Equipment Company
Caballero Fierman Llerena Garcia, LLP	$ 42,500.00	Town Auditors
Complete Cities Planning Group, LLC	$ 41,965.20	Outsouced Planning Consult
Palmdale Oil Company Inc	$ 35,125.96	Fuel Company
Al's Auto Repair	$ 33,816.20	Auto Repair Services
Node0 IT LLC	$ 30,977.26	IT Services
James Colvin	$ 30,935.00	Tree mitigation Refund
Engenuity Group, Inc.	$ 26,335.00	Handles canal, road, and drainage design projects.
Bulkeley Consulting LLC	$ 25,000.00	Outsourced Consulting Company

	Over $10k Paid
Kiel Tree Service, Inc.	$ 24,650
Debris Dog Inc	$ 22,000
PBC Supervisor of Elections	$ 19,036
NexusView, LLC	$ 18,500
Superior Drainage Products, Inc.	$ 17,078
OrangeClean Services	$ 16,922
CGP Agency, LLC	$ 16,800
Civic Plus	$ 14,826
VERIZON	$ 14,489
E. Gomez Construction	$ 14,350
Florida Coast Equipment	$ 13,251
Florida Municipal Insurance Trust (FMIvT)	$ 13,152
Florida Department of Business & Professional Regulation	$ 13,125
Aquatic Vegetation Control Inc	$ 13,090
Government Finance Tutoring, LLC	$ 12,250
J Morton Planning and Landscape Architecture	$ 11,875
Davis & Associates, PA	$ 11,566
Humana	$ 11,382
Blackbaud, Inc	$ 11,227
Ranger Construction Industries, Inc.	$ 10,686

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Kenthia White, Town Clerk**

VIA: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Approval of the Minutes**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background: Below is a list of minutes for approval:

- May 5, 2026 Regular Meeting
- May 12, 2026 Special Meeting
- May 21, 2026 Special Meeting
- June 1, 2026 Special Meeting
- June 2, 2026 Regular Meeting

Recommendation/Motion: Motion to approve the minutes on Consent.

Attachments: Town Council Meeting Minutes.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, May 5, 2026

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:00 P.M.

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor El-Ramey led the pledge of allegiance and moment of silence.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Manish Sood (via Zoom), Councilmember Paul Coleman, Councilmember Anita Kane, Councilmember William "Joe" Stephens, Acting Town Manager Valerie Oakes, Town Attorney Jeff Kurtz, Community Standards Director Caryn Gardner – Young, Public Works Director Craig Lower, and Acting Town Clerk Kenthia White.

ADDITIONS, DELETIONS, AND MODIFICATIONS

Mayor El-Ramey raised a procedural question regarding the practice of pulling consent agenda items separately versus addressing the consent agenda as a whole, and expressed a preference for handling agenda modifications in one step. Council concurred.

Mayor El-Ramey requested that item No. 4 be moved to the Regular Agenda and Item No. 9 be placed within the Regular Agenda as well.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA WITH MODIFICATIONS TO MOVE ITEM NO. 4 AND ITEM NO. 9 INTO THE REGULAR AGENDA. MOTION PASSED 5-0.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Virginia Standish spoke about the Town's tree mitigation policy, and stated that the current policy is not working effectively. She noted that properties can be clear-cut with no penalty while property owners with large numbers of trees face excessive fines, and she urged the ULDC Review Committee to examine and refine the tree mitigation policy.

Jim Frogner, representing the Florida Nursery, Growers and Landscape Association (FNGLA), expressed interest in the appointment of new members to the ULDC Review Committee and the commercial and agricultural interests of the Town. He noted that several of his landscape and nursery businesses in Loxahatchee Groves currently face Code Enforcement violations despite holding agricultural exemptions, State Nursery Licenses, and vested letters from Palm Beach County. He stated that FNGLA intended to attend ULDC Committee Meetings and Workshops.

CONSENT AGENDA

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA MOVING MOTION PASSED (5-0).

1. **Proposed Resolution No. 2026-35:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JO SICILIANO TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

   APPROVED ON CONSENT.

2. **Proposed Resolution No. 2026-36:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING CHRISTINE BETTS TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE

   APPROVED ON CONSENT.

3. **Proposed Resolution No. 2026-37:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PURCHASE OF ROCK MATERIAL FOR A TOTAL PRICE NOT TO EXCEED $74,994.50 FROM PALM BEACH AGGREGATES, LLC. IN ACCORDANCE WITH AN EXISTING AGREEMENT WITH PALM BEACH AGGREGATES, LLC; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

   APPROVED ON CONSENT.

4. **Approval of Minutes**

   Item No. 4 was moved from Consent Agenda to Regular Agenda.

Mayor El-Ramey expressed concerns regarding the action minutes format, highlighting public inquiries and the minutes' lack of detail for historical context. She proposed shifting to summary minutes, which would provide brief synopsis and speaker positions.

Council agreed to implement summary minutes moving forward without retroactively altering past minutes.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE MINUTES. MOTION PASSED 5-0.

REGULAR AGENDA

5. **Financial Summary Snapshot (including the Expenditures Report for over 10K and 25K) presentation by Chief Financial Officer David DiLena, ProjectedPoint**.

Chief Financial Officer David DiLena presented the first six months of FY2026 financial data through a financial snapshot. The financial snapshot included overview of the general fund revenues, general fund expenditures, local option sales tax, the road and drainage fund, solid waste fund, and other financial topics.

Councilmember Kane raised a legal question concerning the Red Speed camera funds the Town had been receiving. She cited a recent Broward County judicial ruling dismissing all pending cases and ordering refunds of fines collected through automated Speed Enforcement Cameras in school zones, the same enforcement mechanism used by the Town. She recommended placing all collected Red Speed funds in a contingency account pending legal clarification.

Town Attorney Kurtz noted that he would review the contract's indemnification and repayment provisions.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO PLACE RED SPEED FUND REVENUES INTO A CONTINGENCY FUND UNTIL FURTHER DIRECTION. MOTION PASSED (5-0).

There was discussion centered on North Road's ongoing deterioration due to lacking drainage infrastructure.

Public Works Director Craig Lower confirmed that drainage issues were causing the damage. He mentioned that staff can replace damaged sections, but larger repairs necessitate asphalt contractors.

Mayor El-Ramey requested estimates for both a comprehensive drainage solution and immediate repairs for Council review. It was noted that the Cheatham Paving Project could not include North Road's isolated sections.

6. ***Proposed Resolution No. 2026-38*:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, MODIFYING THE FEE SCHEDULE FOR THE PLANNING AND ZONING AND ENGINEERING DIVISION OF THE COMMUNITY STANDARDS DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

   Acting Town Clerk Kenthia White read the resolution into the record.

   Community Standards Director Caryn Gardner-Young and Town Attorney Kurtz presented the proposed changes to the fee schedule.

   Councilmember Kane raised objection to proposed fees for minor activity permits.

   There was consensus from Council, that since these are routine agricultural activities, they should be free of charge.

   Mayor El-Ramey brought up her concerns with wetland permits as she wasn't aware that the Town had jurisdiction over wetlands. She further explained that offering a permit suggests wetlands can be altered, which she doesn't agree with.

   Council echoed her comments.

   There was consensus to revisit the fee schedule for a more comprehensive discussion.

   Mayor El-Ramey opened Public Comment.

   Jo Siciliano spoke against the idea of wetland permits, but likes the idea of knowing where the wetlands in the area are, for building purposes.

   Mike Sands gave input on where to find more information on wetland management.

   Tracy Raflowitz spoke against the amount of fees an applicant would have to pay, according to this proposed fee schedule.

   MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER SOOD MOVED TO APPROVE RESOLUTION NO. 2026-38 WITH THE DELETION OF ITEMS 5, 8, AND 9 ON THE MEMORANDUM. PENDING A 60-90 DAY REVIEW WITH THE POSSIBILITY OF COMING BACK TO COUNCIL. MOTION PASSED (4-1). WITH MAYOR EL-RAMEY DISSENTING.

7. **Discussion and Direction on Town Council Rules and Procedures.**

   Town Attorney Kurtz presented a proposed set of amendments to the Town's rules and procedures for Council meetings. He presented some minor changes but the most notable being

the implementation of agenda review meetings. Formalizing a process whereby a draft agenda is published on Tuesday, prior to the regular meeting, followed by a publicly noticed Zoom-based agenda review workshop on Wednesday at 6:00 P.M. The purpose of the workshop would be for Council to seek clarification and provide staff direction on agenda items in advance of the regular meeting, thereby streamlining the regular meeting itself. The public may observe but would not participate in the agenda review meeting. The finalized agenda would then be published the following Thursday. He mentioned that he is working on a proposed ordinance intended to revise the existing rule, which permits the Council to remove a disruptive member from the dais.

Councilmember Kane raised concerns about possible misuse against Elected Officials and suggested adjourning the meeting to restore order as a preferred solution.

Attorney Kurtz highlighted the constitutional issue involved, noting the obligation of a Councilmember to vote on matters, barring any arising conflict.

Mayor El-Ramey determined that the full discussion of proposed ordinance changes and the removal provision should be deferred to a workshop.

Council agreed to address these matters at the May 19 workshop, and to hold the formal agenda review workshop beginning with the June 2 regular meeting cycle, using May 27 as the first agenda review workshop date.

8. **Discussion regarding the Zoning Map and Land Use Map conflicts.**

Community Standards Director Gardner-Young and Town Attorney Kurtz presented an informational overview of identified inconsistencies between the Town's zoning map, the Unified Land Development Code (ULDC), and the Future Land Use Map contained in the Comprehensive Plan.

Director Gardner-Young explained that the state of Florida requires consistency between a municipality's Land Use Map (governed by the Comprehensive Plan) and its zoning map.

Attorney Kurtz clarified that the Comprehensive Plan controls over the zoning map, where inconsistency exists, and that the most efficient path forward is to amend the zoning map to align with the land use map and ULDC, rather than amending the Comprehensive Plan, which is a more difficult process.

Mayor El-Ramey opened Public Comment.

Cassie Suchy asked to bring attention to Planning Unit Developments (PUDs).

Council directed staff to engage a Consultant for the mapping work, proceed with the town-wide zoning map amendment process, and incorporate a review of publicly owned parcels and potential Parks and Recreation designations.

TOWN STAFF COMMENTS

Acting Town Manager Valerie Oakes asked when presentations would be able to be on the agenda, as they had previously been removed to make room for other items.

There was consensus that presentations should resume, limited to no more than two per meeting, with flexibility for time-sensitive matters.

9. Town Quarterly Report – Q2 FY2026

   Acting Town Manager Valerie Oakes presented a new consolidated quarterly report format for Q2 FY2026. Council expressed support for the new format that has detailed metrics across all departments.

   Noticeable changes included a code case tracker being implemented into the Towns website, a matrix detailing status on Grants was underway, and that a public presentation was scheduled for June regarding the Southern Boulevard Corridor Study.

   A representative from Fire Rescue presented the Fire team's report.

Town Attorney Jeffrey S. Kurtz, reminded Council of a Shade Session scheduled for June 2, 2026, at 5:00 PM, prior to the regularly scheduled Council Meeting and discussed the procedures for this meeting.

Acting Town Clerk Kenthia White had no comments at this time.

Community Standards Director Caryn Gardner Young had no comments at this time.

Public Works Superintendent Craig Lower reported an update on FPL boxes installed within the roadway. He mentioned that staff is actively pursuing a relocation of the boxes. He also gave an update on the F Road intersection, and the target date for reopening would be May 25.

TOWN COUNCIL COMMENTS

Councilmember Joe Stephens encouraged the public to follow Special Magistrate proceedings, noting recent developments of interest. He expressed enthusiasm for upcoming Committee Meetings and their anticipated input.

Councilmember Paul Coleman II offered brief remarks on wetland jurisdiction, noting that Federal and State agencies hold authority.

Councilmember Anita Kane announced a public meeting on the I-Park Master Transportation Plan. She noted this would be the only Western community public meeting before the plan is finalized and urged all residents to attend. The meeting is scheduled for Tuesday, June 30, 2026, from 6:00 P.M. to 8:00 P.M. at the Belle Glade Public Library. She encouraged residents to speak to the Town's position on Okeechobee Boulevard. She also requested that the date be posted on

the Town's website.

Vice Mayor Manish Sood had no comments, as he had left the meeting.

Mayor Lisa EL-Ramey proposed cancelling the upcoming Workshop meeting, given recent workload.

Council agreed to cancel the workshop meeting.

Mayor El-Ramey encouraged all Councilmembers to submit their list of priority to Staff**.**

ADJOURNMENT

Councilmember Kane motion to adjourn the meeting. The motion was seconded by Councilmember Coleman. Motion passed (4-0). Meeting adjourned at 9:06 PM.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey, Seat 2

_____
Town Clerk

_____
Vice Manish Sood, Seat 5

_____
Councilmember William “Joe” Stephens, Seat 1

_____
Councilmember Anita Kane, Seat 3

_____
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, May 12, 2026

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:00 PM

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor El-Ramey led the Pledge of Allegiance and Moment of Silence.

Councilmember Kane acknowledged the passing of a resident (Dennis Fowler).

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Manish Sood (via Zoom), Councilmember Paul Coleman, Councilmember Anita Kane, Councilmember William "Joe" Stephens, Acting Town Manager Valerie Oakes, Outside Counsel from Gray Robinson Johneeka Simpson, and Acting Town Clerk Kenthia White.

ADDITIONS, DELETIONS, AND/OR MODIFICATIONS

There were no additions, deletions, and/or modifications presented.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA. MOTION PASSED (5-0).

PUBLIC COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

REGULAR AGENDA

1. Follow up to Negotiations for Town Manager Contract

Outside Counsel Johneeka Simpson of Gray Robinson presented an update on the status of severance negotiations with the previous Town Manager. She noted that since negotiations were in progress, that the conversation should be limited, and cautioned using specifics. She reported that she had met separately with Acting Town Manager Valerie Oakes and Mayor El-Ramey the prior week, to establish negotiation parameters. Negotiations began with the Town's offer of two weeks of severance pay under the employment contract. The Town Manager's counterproposal was to waive the required 30-day notice period, accept a termination without cause designation, receive payment of all accrued and unused paid time-off (PTO), and receive 16 weeks of severance pay. The Town countered at 10 weeks of severance, which incorporates the five weeks of paid administrative leave already received to date, along with the required PTO payout. She confirmed that any agreement would be detailed in a Separation Agreement, in which the Town Manager would relinquish all potential claims against the Town and its Council Members, and that opposing Counsel was in agreement with this framework. She mentioned that opposing Counsel was said to respond later that evening around 6:30 P.M.

Councilmember Stephens inquired as to whether termination with cause could be an option.

Ms. Simpson confirmed that she does believe the Town may pursue the path of termination with cause and that this has already been discussed with opposing Counsel, with no pushback. She indicated the provisions within the contract that she was focusing on during the negotiations, as well as a violation of terms of the Mayor's initial motion from a previous meeting.

Council discussion ensued regarding strategies to move forward with options presented.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO AUTHORIZE THE ACCEPTANCE OF THE TOWN'S COUNTER-OFFER OF TERMINATION WITHOUT CAUSE, AT 10 WEEKS OF SEVERANCE PLUS THE CONTRACTUALLY OBLIGATED PTO, EFFECTIVE AT THE CLOSE OF THE CURRENT PAY PERIOD. MOTION PASSED (5-0).

TOWN STAFF COMMENTS

There were no comments from staff.

TOWN COUNCIL COMMENTS

Councilmember Anita Kane announced a public meeting on the I-Park Master Transportation Plan. She noted this would be the only Western community public meeting before the plan is finalized and urged all residents to attend. The meeting is scheduled for Tuesday, June 30, 2026, from 6:00 PM to 8:00 PM at the Belle Glade Public Library.

ADJOURNMENT

Councilmember Kane motion to adjourn the meeting. The motion was seconded by Councilmember Coleman. Motion passed (5-0). Meeting adjourned at 6:46 P.M.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey, Seat 2

_____
Town Clerk

_____
Vice Manish Sood, Seat 5

_____
Councilmember William “Joe” Stephens, Seat 1

_____
Councilmember Anita Kane, Seat 3

_____
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Thursday, May 21, 2026

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:00 P.M.

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor El-Ramey led the pledge of allegiance and moment of silence.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Manish Sood (arrived at 6:09 P.M.), Councilmember Paul Coleman, Councilmember Anita Kane, Councilmember William "Joe" Stephens, Acting Town Manager Valerie Oakes, Outside Special Counsel Johneeka Simpson from Gray Robinson, and Acting Town Clerk Kenthia White.

ADDITIONS, DELETIONS, AND MODIFICATIONS

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA MOTION PASSED (4-0).

Vice Mayor Sood entered at 6:09 P.M.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Mayor El-Ramey opened public comments.

Robert Austin reported his findings from attending a nearby meeting regarding the airport noise from the airport, as well as a noise monitor that will be implemented.

Mayor El-Ramey closed public comments.

ADDITIONS, DELETIONS AND/OR MODIFICATIONS

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA MOVING MOTION PASSED (5-0).

REGULAR AGENDA

1. **Follow up to Negotiations for Town Manager Contract**

Special Counsel Johneeka Simpson from Gray Robinson presented an update on current negotiations. She stated that she had received news that opposing Counsel had denied the Town's latest counteroffer of 10 weeks paid severance and the contractually obligated paid time off.

Opposing Counsels final counteroffer consists of: 16 additional weeks of severance pay; payment of her accrued and unused PTO; and payment of her unused Flexible Spending Account (FSA) balance.

Vice Mayor Sood raised questions regarding the possibility of with-cause termination. He mentioned that with-cause termination, with an investigation, could possibly cost over $100,000.

Ms. Simpson stated that she believed that the Council could terminate with cause, but that she would advise consideration of opposing counsels' counteroffer and weigh out the pros and cons of each option.

Mayor El-Ramey recessed the meeting for 15 minutes, so that Council could meet one-on-one with Ms. Simpson, at 7:03 P.M.

Mayor El-Ramey reconvened the meeting at 7:40 P.M. She opened public comments.

Virginia Standish discussed prior issues that Town has faced due to the mismanagement from previous Town Managers. She advises that the Council use these prior situations to help them make decisions for the future.

Todd McLendon advised Council to accept opposing Counsels counteroffer as he believes it to be the most fiscally responsible path.

Mayor El-Ramey closed public comments.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO TERMINATE THE CONTRACT WITHOUT CAUSE AND PAY 16 WEEKS SEVERANCE, ACCRUED PTO, AND FORFEIT THE FSA BALANCE. MOTION FAILED (2-3), WITH MAYOR EL-RAMEY, VICE MAYOR SOOD, AND COUNCILMEMBER STEPHENS DISSENTING.

MOTION: VICE MAYOR SOOD/ COUNCILMEMBER STEPHENS MOVED TO TERMINATE THE TOWN MANAGER WITH-CAUSE EFFECTIVE

IMMEDIATELY. MOTION FAILED (2-3), WITH MAYOR EL-RAMEY, COUNCILMEMBER KANE, AND COUNCILMEMBER COLEMAN DISSENTING.

MOTION: VICE MAYOR SOOD MOVED TO AUTHORIZE SPECIAL COUNSEL TO CONDUCT A DEEPER INVESTIGATION INTO SPECIFIC ISSUES IDENTIFIED DURING CONSULTATIONS, WITH A REPORT TO BE RETURNED IN ONE WEEK. MOTION FAILED FOR LACK OF SECOND.

The Council seemed to have reached an impasse and continued discussions regarding their possible options moving forward.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE AN OFFER OF 10 WEEKS OF SEVERANCE PAY OUT, FORFEITURE OF FSA, ACCRUED PTO, EFFECTIVE AS OF CLOSE OF BUSINESS YESTERDAY, AND OPPOSING COUNSEL HAS UNTIL CLOSE OF BUSINESS MAY 27 TO RETURN WITH A RESPONSE. MOTION PASSED (4-1), WITH VICE MAYOR SOOD DISSENTING.

TOWN STAFF COMMENTS

Acting Town Manager Valerie Oakes echoed an announcement from Councilmember Kane about a Countywide Master Transportation Plan meeting in Belle Glade on June 30, 2026, from 6:00 P.M. to 8:00 P.M.

TOWN COUNCIL COMMENTS

Councilmember Paul Coleman II requested Council consensus to authorize staff to send a notification letter to residents along Loxahatchee Avenue advising them of a proposed plan to restrict through-traffic on that road, in response to a nearby commercial business not adhering to its approved site plan. The letter would inform residents that the item would be placed on the July agenda and invite them to attend or submit feedback by email.

Acting Town Manager Oakes indicated that staff was already planning to bring forward options, including a guardrail or dirt berm, on the June 2nd agenda, and suggested that the resident notification letter go out early the following week to allow affected property owners to weigh in at both the June and July meetings.

ADJOURNMENT

Meeting was adjourned at Councilmember Kane and seconded by Councilmember Coleman. Motion passed (5-0). Meeting adjourned at 8:46 P.M.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Lisa El-Ramey, Seat 2

Town Clerk

Vice Manish Sood, Seat 5

Councilmember William “Joe” Stephens, Seat 1

Councilmember Anita Kane, Seat 3

Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Monday, June 1, 2026

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 P.M.

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor El-Ramey led the pledge of allegiance and moment of silence.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Manish Sood, Councilmember Paul Coleman, Councilmember Anita Kane, Councilmember William "Joe" Stephens, Acting Town Manager Valerie Oakes, Outside Special Counsel Johneeka Simpson from Gray Robinson, and Acting Town Clerk Kenthia White.

ADDITIONS, DELETIONS, AND MODIFICATIONS

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA. MOTION PASSED (5-0).

PUBLIC COMMENTS ON NON-AGENDA ITEMS

No public comments were received on non-agenda items.

ADDITIONS, DELETIONS AND/OR MODIFICATIONS

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA. MOTION PASSED (5-0).

REGULAR AGENDA

1. **Follow up to Negotiations for Town Manager Contract**

Special Counsel Johneeka Simpson, from Gray Robinson, presented an update on current negotiations. Ms. Simpson mentioned that she had received news that opposing Counsel had denied the Town's latest counteroffer of 10 weeks paid severance (not inclusive of any paid administrative leave already paid), and the contractually obligated paid time off. She staed that Ms. Ramaglia rejected this offer and presented two counterproposals: (1) acceptance of her retirement with pay through September 30, 2026, or (2) payment of the full 20-week severance as provided under the employment agreement. Both options included payment of accrued PTO, and the Town Manager agreed to forfeit the FSA.

Ms. Simpson confirmed that negotiations had reached an impasse.

Mayor El-Ramey presented a written motion to terminate the employment of Town Manager Ramaglia with-cause, effective immediately. The written motion detailed provisions under which the she believed a with-cause termination is constituted (See Exhibit A). She noted that these matters were supported by documentation and eyewitness accounts, and that they had not been introduced publicly earlier on the advice of Special Counsel, as a negotiating tactic.

Vice Mayor Sood spoke in support of the motion, emphasizing the Council's responsibility for public accountability, integrity, and transparency in government.

Councilmember Coleman reiterated his view from previous negotiation discussions that the most economically responsible course was to settle as with-cause termination could likely lead to high legal costs in litigation.

Town Council had discussed that the following options of paying through the end of the contract compared to paying without cause the 20-week termination. There was a question as to whether an economic settlement without cause would provide the Town with a release of claims, while simply paying out the contract to accept retirement would not.

Ms. Simpson confirmed that a release would be attached to a without-cause termination, and that while a release in the retirement/pay-out-the-contract scenario had not yet been discussed with the Town Manager's Counsel, it could not be ruled out.

Councilmember Stephens asked if Election interference was a part of the included allegations for with-cause termination.

Ms. Simpson clarified that was a part of the allegations. She reiterated that from a strictly economic standpoint, settling remained the more feasible option, but clarified that this position was not a statement that the issues lacked merit or could not support a with-cause termination. She recommended that a formal investigation be conducted to substantiate the documented claims before proceeding, given the Town Manager's Counsel's stated intention to litigate if terminated for cause.

Mayor El-Ramey opened public comments.

Todd McLendon urged the Council to accept the 20-week severance as litigation could be costly.

Mayor El-Ramey closed public comments.

MOTION: MAYOR EL-RAMEY/ VICE MAYOR SOOD MOVED TO TERMINATE TOWN MANAGER RAMAGLIA WITH CAUSE EFFECTIVE IMMEDIATELY. MOTION FAILED (3-2), WITH COUNCILMEMBER KANE AND COUNCILMEMBER COLEMAN OPPOSED.

(*Please see Exhibit A for the full motion*)

After the initial motion from Mayor El-Ramey, Vice Mayor Sood made a motion to initiate an investigation regarding performance matters of Town Manager Ramaglia, with the help of Ms. Simpsons firm.

Mayor El-Ramey noted that Acting Town Manager Oakes had reached out to other firms about the matter and all the firms were generally at a rate of $300 per hour, which is the same as Ms. Simpsons firm's rates.

Ms. Simpson noted her firm Gray Robinson has a labor and employment branch that deals with matters similar to these.

Acting Manager Oakes suggested capping the initial authorization at 40 hours, which at $300 per hour would amount to approximately $12,000, allowing counsel to conduct preliminary investigative work and present findings and a further recommendation to the Council.

Vice Mayor Sood also asked whether a recently passed referendum vote that changed the threshold for termination of the Town Manager to a 3-2 vote could be applied retroactively to the Town Managers contract.

Ms. Simpson stated she would need to do further research to appropriately answer the question.

MOTION: <u>VICE MAYOR SOOD/ COUNCILMEMBER STEPHENS</u> MOVED TO AUTHORIZE SPECIAL COUNSEL TO PURSUE 40 HOURS OF

INVESTIGATION TIME INTO THE OPERATIONAL PERFORMANCE MATTERS OF THE TOWN MANAGER. MOTION PASSED (3-2), WITH COUNCILMEMBER KANE AND COUNCILMEMBER COLEMAN DISSENTING.

TOWN STAFF COMMENTS

There were no town staff comments were made.

TOWN COUNCIL COMMENTS

Councilmember Anita Kane made an announcement about an upcoming meeting at the Belle Glade library on June 30 from 6:00 PM to 8:00 PM regarding the countywide master transportation plan.

ADJOURNMENT

Meeting was adjourned at Councilmember Kane and seconded by Councilmember Coleman. Motion passed (5-0). Meeting adjourned at 8:07 P.M.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Lisa El-Ramey, Seat 2

Town Clerk

Vice Manish Sood, Seat 5

Councilmember William “Joe” Stephens, Seat 1

Councilmember Anita Kane, Seat 3

Councilmember Paul Coleman II, Seat 4

Exhibit "A"

Based on extensive documentation, eyewitness accounts, and a pattern of conduct over a significant period and subsequent to administrative leave, it is clear the Town Manager has engaged in multiple violations that meet the definition of "With Cause" termination under the Agreement. Specifically, her actions and inactions may constitute:

- Misfeasance, malfeasance, and/or nonfeasance in the performance of her duties and responsibilities (XIII.B.2.a);
- Neglect of duty, including the unwillingness or inability to properly discharge the responsibilities of the office (XIII.B.2.c);
- Violation of substantive Town policies, rules, and regulations, including the Human Resources Policy Manual and Procurement Policy (XIII.B.2.d);
- Commission of acts that have caused the Town disrepute (XIII.B.2.f); and
- Violations of state and local ethics laws and codes, including the Florida Code of Ethics, Palm Beach County Code of Ethics, and standards under the International City/County Management Association Code of Ethics (XIII.B.2.g).

These conclusions are supported by the Town Manager Position Description (as advertised in 2022), which requires the Town Manager to:

- Faithfully execute all laws, Charter provisions, and acts of the Council;
- Provide proper administration and supervision over all Town employees and administrative affairs;
- Maintain fiscal responsibility and proper oversight of the Town's operations, budget, and personnel;
- Ensure accurate and unbiased information is provided to the Council; and
- Exercise independent judgment and discretion in a manner consistent with the Council-Manager form of government.

Prior to an investigation, documentation and eyewitness accounts support the following, but are not limited to:

- Serious financial and procurement irregularities, including failure to remove former employees from bank account access, failure to follow policy on payroll oversight, improper use of spending authority, failure to provide oversight on credit card expenditures and electronic fund transfers, and inadequate oversight of consultants and vendors on performance and deliverables;
- Mismanagement of personnel matters, including failure to properly execute drug free workplace policy, failure to remove former employees from benefits resulting in additional costs to the town;

- Selective and inconsistent code enforcement, including refusal to act on legitimate complaints;
- Subversion or inaction on Council direction;
- Interference with Council Members' rights to information;
- Provision of false or misleading information to government agencies, Council, residents, and in official proceedings;
- Failure to implement critical strategic planning tools, including mitigation of identified problems in both internal and external SWOT analysis;
- Interference with independent external SWOT analysis to edit report language prior to receipt by Council;
- Unauthorized actions, creation and implementation of policy, excessive use of legal, HR, and accounting services, use of funds and resources to investigate residents, and exceeding administrative authority;
- Violation of terms of paid administrative leave; and
- Other acts that have undermined the public trust and integrity of Town government.

These are not isolated incidents, but represent a pattern of behavior that materially impair the effective operation of Town government and violate the fundamental obligations outlined in both the Town Manager Employment Agreement and Position Description. Despite good-faith efforts to resolve this matter through negotiation of an accelerated separation, these efforts have failed. In spite of some assertions, that there are no grounds for termination with cause, the above demonstrates otherwise.

In conclusion, pursuant to Section XIII.B of the Town Manager Employment Agreement between the Town of Loxahatchee Groves and Francine L. Ramaglia, and consistent with Section 4 of the Town Charter, I make a motion to terminate the employment of Town Manager Francine L. Ramaglia for cause, effective immediately.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 2, 2026

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:02 P.M.

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor El-Ramey led the pledge of allegiance and moment of silence.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Manish Sood, Councilmember Paul Coleman, Councilmember Anita Kane, Councilmember William "Joe" Stephens, Acting Town Manager Valerie Oakes, Town Attorney Jeff Kurtz, Community Standards Director Caryn Gardner – Young, Public Works Director Craig Lower, and Acting Town Clerk Kenthia White.

ADDITIONS, DELETIONS, AND MODIFICATIONS

There was an addition made to add Resolution No. 2026-45, to appoint Ashley Bruce to the Roadway, Equestrian Trails, and Greenway Committee as Item No. 5A.

Item No. 10 was pulled from the agenda.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA WITH MODIFICATIONS. MOTION PASSED (5-0).

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Mayor El- Ramey opened public comments.

Virginia Standish spoke about joining the Wellington School District; the building management

budget; and the need to review tree mitigation practices.

Jo Siciliano voiced her concern regarding flashing yellow turn lights on the intersection of B road and Southern Boulevard.

Mayor El- Ramey opened public comments.

PRESENTATIONS

1. Presentation by Treasure Coast Regional Council on the Southern Blvd Corridor Grant

This was presented after Item No. 6 from the Regular agenda.

Jessica Seymour from Treasure Coast Regional Planning Council (TCRPC) provided the Council with updates regarding the Southern Boulevard Corridor Grant. She supplied findings and recommendations regarding the study TCRPC has found.

Vice Mayor Sood suggested that the TCRPC redo the scope of work and clarify for the public.

Ms. Seymour answered questions that were sent in to the Town towards the end of the presentation. TCRPC will be providing a follow-up presentation.

CONSENT AGENDA

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA MOVING MOTION PASSED (5-0).

2. **Proposed Resolution No. 2026-39:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE FUNDING OF UP TO TEN THOUSAND DOLLARS ($10,000) FOR SPECIAL EVENT(S) RELATED TO THE TOWN'S TWENTIETH (20TH) ANNIVERSARY; PROVIDING FOR THE FUNDING SOURCE TO COME FROM THE TOWN'S GENERAL FUND CONTINGENCY LINE ITEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

   APPROVED ON CONSENT.

3. **Proposed Resolution No. 2026-40:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND BULKELEY CONSULTING LLC, AUTHORIZING THE ACTING TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

APPROVED ON CONSENT.

4. **Proposed Resolution No. 2026-41:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RESCINDING RESOLUTION 2026-01 THUS MAINTAINING THE NAME OF "OKEECHOBEE BOULEVARD" AS "OKEECHOBEE BOULEVARD" WITHIN THE TOWN LIMITS OF LOXAHATCHEE GROVES IN PALM BEACH COUNTY FLORIDA ; AUTHORIZING THE ACTING TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

   APPROVED ON CONSENT.

5. Minutes from Town Council Meetings – April 7, 2026 and April 21, 2026

   APPROVED ON CONSENT.

5A. **Proposed Resolution No.2026-45:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING ASHLEY BRUCE TO THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

REGULAR AGENDA

6. **Proposed Ordinance No. 2026-01 on First Reading:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ARTICLE 92 "RECREATIONAL VEHICLES" OF THE UNIFIED LAND DEVELOPMENT CODE AS ESTABLISHED BY ORDINANCE NO. 2024-07; AND AMENDING PART III "SUPPLEMENTAL REGULATIONS' OF THE UNIFIED LAND DEVELOPMENT CODE TO ENACT A NEW ARTICLE 92 "RECREATIONAL VEHICLES" WITHIN PART III "SUPPLEMENTAL REGULATIONS" WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

   Town Attorney Kurtz read the ordinance into the record.

   Community Standards Director Gardner-Young introduces the item with a slideshow presentation.

   Councilmember Kane and Vice Mayor Sood raised their concerns with how many RVs could be allowed under the proposed ordinance. All homesteaded properties would be allowed to have an RV with the proposed resolution.

   Councilmember Coleman noted that the proposed resolution allows for less RVs than current regulations.

Councilmember Kane asked for specifics regarding the number of RVs that could be in Town and specifics regarding the current RV ordinance.

Mayor El-Ramey also noted that there should be language to the effect that bona fide agricultural properties must be permitted septic and electric, as well as a single page application to make it simple to comply.

There was Council to send the ordinance for review to the Unified Land Development Code Review Committee (ULDC).

Mayor El- Ramey opened public comments.

Jo Siciliano thanked the Council for getting a second opinion from the ULDC.

Virginia Standish provided information from the Attorney General regarding municipalities controlling properties involved in agritourism activities.

Mayor El- Ramey closed public comments.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE ORDINANCE NO. 2026-01 ON FIRST READING WITH THE PROPOSED CHANGES AND REVIEWED BY THE ULDC COMMITTEE. MOTION PASSES (4-1), WITH VICE MAYOR SOOD DISSENTING.

7. ***Proposed Ordinance No.2026-02 on First Reading*:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 155 "SITE PLANS" OF PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY MODIFYING SECTION 155-005 "MANDATORY SITE PLAN APPROVAL" CLARIFYING THAT RESIDENTIAL DEVELOPMENT OF MORE THAN 20 ACRES REGARDLESS OF NUMBER OR SIZE OF PLOTS REQUIRE SITE PLAN APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Attorney Kurtz read the ordinance into the record and gave a brief history of the genesis of the ordinance. He clarified that a residential piece over 20 acres will be subject to site planning approval.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE ORDINANCE NO. 2026-02 ON FIRST READING. MOTION APPROVED (5-0).

There was consensus to send the ordinance to the Planning and Zoning Board (PZB) to review the ordinance.

8. Proposed Resolution No.2026-42: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES POD B OF THE GROVES TOWN CENTER PLAT ASSOCIATED WITH THE PROPOSED PANDA EXPRESS SITE PLAN PROVIDING AN EFFECTIVE DATE.

Acting Town Clerk White read the resolution into the record.

Aaron Moore, the agent's applicant, provided detail over the trees on the property and the property itself. He clarified that any new trees would be all native and that the vegetation removal permit will not allow removal until the site plan is approved.

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER KANE MOVED TO APPROVE RESOLUTION NO. 2026-42 SUBJECT TO SITE PLAN APPROVAL. MOTION PASSED (5-0).

9. Proposed Resolution No. 2026-43: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES FOR PROPERTY LOCATED AT 15171 WILLIAMS DRIVE; PROVIDING AN EFFECTIVE DATE.

Acting Town Clerk White read the resolution into the record.

Councilmember Kane brought up her concerns about a wetland on the property that was filled in.

Town Attorney Kurtz stated that he believes that the wetland that was filled in was not an official wetland.

Councilmember Kane disagreed and stated she would like to know what happened to that wetland before approving the removal of specimen trees.

A representative of the property was in attendance to speak on any questions or concerns.

Mayor El- Ramey opened public comments.

Jo Siciliano spoke about specimen trees and said that their duty is absorbing stormwater.

Cassie Suchy echoed the statements of Jo Siciliano. She stated that specimen trees help with water retention and if an FDA was approved, she would like to point that out to the FDA.

Mayor El- Ramey opened public comments.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO TABLE RESOLUTION NO. 2026-43. MOTION PASSED (5-0).

10. Proposed Resolution No.2026-44: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FOR THE PROPERTY LOCATED AT 13005 PERKINS DRIVE LOXAHATCHEE GROVES, FL 33470; PROVIDING AN EFFECTIVE DATE.

Item No.10 was pulled by staff.

11. Discussion regarding funding for School Crossing Guards

Town Attorney Kurtz provided the background for the item.

Councilmember Kane noted that she knew someone that was able to go and observe the crossing guards and that there were only two crossings throughout the time observed.

Town Attorney Kurtz mentioned that the Town and the Palm Beach Sherriff's Office has been in constant conversation regarding the mater, to see which party is responsible and whether there is a need for these crossing guards.

Vice Mayor Sood showed his support for public safety, including crossing guards. He also mentioned that he met Colonel Coleman from the PBSO.

Mayor El- Ramey opened public comments.

Cassie Suchy mentioned that she supplied her own observations regarding the crossing guards.

Mayor El- Ramey closed public comments.

12. Discussion Regarding the Loxahatchee Avenue Road Closure

Public Works Director Lower presented the background and scope of the item. Citing previous discussions around residents and Council pushing for the closure of Loxahatchee Avenue. He mentioned that the results are from a traffic study conducted at the intersection of Loxahatchee Avenue and Tangerine Boulevard, in response to prior Council direction regarding a potential road closure. He stated that staff reported that traffic volumes were lower than anticipated, with no significant number of large trucks observed during the study period. He mentioned that options discussed included installing a dirt berm, gated emergency access, or guardrails to restrict through traffic while maintaining emergency vehicle access.

Council discussed the purpose of the proposed closure, emphasizing resident safety and reducing cut-through traffic along Tangerine Boulevard. Questions were raised regarding whether approval from the Florida Department of Transportation (FDOT) would be required, due to the roadway's proximity to Southern Boulevard and whether any impacts to Southern Lawn's approved site plan or business operations would result. Staff confirmed that they would continue evaluating regulatory requirements and obtain additional cost estimates for the proposed gate installation.

Mayor El- Ramey opened public comments.

A representative from Southern Lawn provided details as to why closing the road may not be the best option for the Town as it could create other safety issues.

Robert Shorr stated that when he was on Council he had voted against this project because of this road issue. He mentioned that the representative from Southern Lawn provided valuable details about how closing this road could create other issues.

Lisa Cruz stated that the road does receive traffic frequently and that it varies. She discussed how perhaps closing the road may be an option, but there may be other options as well. She mentioned that is generally looking for traffic calming devices on the road.

Mayor El- Ramey opened public comments.

13. Discussion regarding the 20th Anniversary/Veteran's Day Event

Acting Town Manager Oakes provided an update on planning efforts for the Town's 20th Anniversary and Veteran's Day celebration, currently proposed for Sunday, November 8, 2026, at Loxahatchee Groves Park. She reported that park availability had been confirmed and that outreach to potential vendors had begun following discussions at a local farmers market. She advised that a meeting had been scheduled to review a digital passbook platform, as a potential alternative to printed event materials.

Council discussed a variety of ideas for the event, including historical presentations, live entertainment, a community time capsule, classic vehicles, heritage displays, family activities, food vendors, and opportunities to recognize the Town's history while also celebrating the nation's 250th anniversary. Additional concepts included a community quilt project, recipe collection, bake-off, fundraising activities benefiting military support organizations, and expanded volunteer participation.

Staff was directed to continue refining event logistics, vendor coordination, parking and traffic planning, and promotional efforts, with updates to be provided at future Council meetings.

14. Discussion regarding Carpet Replacement at Town Hall

Public Works Director Lower presented information regarding the replacement of the carpet throughout Town Hall. He explained that the existing carpet, installed in approximately 2018, has reached the end of its useful life despite being professionally cleaned multiple times. He recommended replacing it with carpet tiles, noting that individual tiles could be replaced as needed, making long-term maintenance more cost-effective. Because no specific budget allocation existed for the project, staff requested Council direction on using contingency funds to complete the replacement.

Council discussed the proposed project, including the advantages of carpet tiles over other flooring options, such as improved durability, ease of maintenance, and noise reduction within the building. They also discussed the condition of the building, the importance of maintaining Town facilities, and the estimated project cost of approximately $26,000 to $27,000.

Public Works Director Lower advised that four quotes had been obtained, but additional clarification was needed to ensure that the proposals reflected equivalent products and specifications before proceeding.

Council also discussed whether the project should be considered a priority in light of other Town needs and upcoming budget considerations. Questions were raised regarding the use of contingency funds, the condition of the existing carpet, and whether replacement constituted a health or safety issue.

Public Works Director Lower responded that while there had been previous mold remediation within the building, there was no current mold issue, though some areas of the carpet were showing wear and lifting.

Council directed staff to obtain clarification from the vendors to ensure the proposals could be compared on an equal basis and to return the item for consideration at the next Council meeting, including a recommendation regarding procurement in the Town's best interest.

TOWN STAFF COMMENTS

There were no staff comments made at this time.

TOWN COUNCIL COMMENTS

Councilmember Joe Stephens expressed his gratitude to staff and the Boards/Committees of the Town.

Councilmember Paul Coleman II expressed his gratitude to staff and the Boards/Committees of the Town. He also brought attention to a hole on 25th and Folsom Road.

Councilmember Anita Kane announced a public meeting Master Transportation Plan. She noted this would be the only Western community public meeting before the plan is finalized, and urged all residents to attend. The meeting is scheduled for Tuesday, June 30, 2026, from 6:00 P.M. to 8:00 P.M. at the Belle Glade Public Library. She encouraged residents to speak to the Town's position on Okeechobee Boulevard. She also requested that the date be posted on the Town's website. She also expressed her gratitude to the Town BoardsCommittees and staff.

Vice Mayor Manish Sood emphasized his goal of bringing light to financial transparency and accountability for taxpayer’s dollars. He also asked for the canal bank mowing schedule to be on the website and emphasized that the PBSO contract should be brought to Council again for discussion.

Mayor Lisa El-Ramey mentioned that previously she had discussed the Town adopting State wildlife lighting practices. She encouraged that Boards and Committees have a workshop meeting similar to Councils. She mentioned weight limits on roads or perhaps axels limits to minimize the traffic in the Town. She questioned the funding of a rural infrastructures grant that was provided by lobbyist Ron Book, and staff concurred that the grant had not been funded. She asked about an update regarding projected taxes.

Acting Town Manager replied that Projected Point had been working on incorporating the projected taxes into financial projections for the Town. Outstanding contracts and the legal timeline for them was of concern.

Mayor El-Ramey brought up a memorial fund for Robert Shorrs wife, who recently passed., and mentioned that information could be found online on Facebook, and asked if it could be shared by the Town.

ADJOURNMENT

Councilmember Kane motioned to adjourn the meeting. The motion was seconded by Councilmember Coleman. Motion passed (5-0). Meeting adjourned at 9:38 P.M.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey, Seat 2

_____
Town Clerk

_____
Vice Manish Sood, Seat 5

_____
Councilmember William “Joe” Stephens, Seat 1

_____
Councilmember Anita Kane, Seat 3

_____
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
UNIFIED LAND DEVELOPMENT COMMITTEE MEETING
AGENDA ITEM MEMORANDUM

TO: **Town Council of Loxahatchee Groves**

FROM: **Jeffrey S. Kurtz, Town Attorney**

DATE: **July 7, 2026**

SUBJECT: **Approval of Ordinance 2026-01 – Second Reading – Recreational Vehicle Program**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

Each year the Town of Loxahatchee Groves (Town) encounters issues with the use of residentially zoned properties within the Town for the temporary parking of recreational vehicles (RVs), commonly utilized by people during the annual equestrian season. As a result, the Town Manager collected information on RV use within the Town and based upon the information and facts gathered recommended that the Town Council authorize a pilot program to permit the limited use of temporary Recreational Vehicle (RV) parking within the Town. The Town Council agreed with the recommendation of the Town Manager, and adopted Resolution 2017-51 on August 1, 2017, adopting the pilot program. On April 3, 2018, an amendment was adopted to the Pilot Program through Resolution 2018-21 to extend a Zoning in Progress to May 1, 2019, and reduced the number of RV permitted. Then the Town Council formalized an RV program, through Ordinance 2024-07 which was adopted September 18, 2024. Town Staff have been implementing the RV registration process since.

The Town Council discussed the RV Program at their March 17, 2026, Workshop. Based upon the Workshop notes, Staff drafted language for Ordinance No 2026- 01 which includes what was provided in the notes plus additional suggestions from Staff. A copy of the Ordinance is attached.

Ordinance 2026-01 was presented for first reading at the June 2nd Town Council meeting. Additional Town Council comments were received at that meeting which were incorporated into the attached Ordinance 2026-01. At this same meeting, the Town Council asked the ULDC Committee to review the proposed RV language and provide any comments and/or suggestions.

The ULDC had four suggestions to amend the ordinance:

1. Require on the permit RV occupant's information in addition to the owner's information.
2. For the occupants require a photo ID to be submitted so their identity can be verified.
3. Instead of limiting the time period to any 6-month period, limit the 6-month period to be within the November – April equestrian season.
4. They preferred the original language of Section 92-010(B), which the Council considered redundant, explicitly stating that recreational vehicles are not permitted on vacant land.

The revised ordinance shows the Council's suggested revisions from first reading in yellow and the ULDC's recommendation in red.

In addition, the ULDC expressed concern that the Ordinance as drafted did not limit the number of unoccupied RVs. They did not come up with a specific recommendation but did express concern about whether the storage of unoccupied RV's should be addressed within the Ordinance. The Committee also suggested the Council review Wellington's ULDC sections that address recreational vehicle regulation. Copies of Section 6.8.9 (P) Recreational vehicles temporary residences dealing with supplemental standards in the Wellington EOZD and 6.10.6 Recreational Vehicles in Rustic Ranches of Wellington's ULDC are attached for your reference.

Ordinance No. 2024-07 is attached for your reference, as rather than amending the current Article 92, Town Staff is proposing to repeal that language and enact a new Article 92.

Second reading and public hearing of the ordinance has been scheduled for your July 7, 2026, meeting.

Recommendation/Motion:
Approve Ordinance No. 2026-01 repealing Ordinance No. 2024-07 and establishing a new recreational program following second reading and public hearing.

Attachments:
1. Ordinance 2024-07
2. Revised Ordinance 2026-01
3. Section 6.8.9 (P) of Wellington's ULDC
4. Section 6.10.6 of Wellington's ULDC

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ARTICLE 92 "RECREATIONAL VEHICLES" OF THE UNIFIED LAND DEVELOPMENT CODE AS ESTABLISHED BY ORDINANCE NO. 2024-07; AND AMENDING PART III "SUPPLEMENTAL REGULATIONS' OF THE UNIFIED LAND DEVELOPMENT CODE TO ENACT A NEW ARTICLE 92 "RECREATIONAL VEHICLES"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

WHEREAS, the Town Council adopted Ordinance No, 2024-07 on September 18, 2024, repealing Section 20-050 "Recreational Vehicles" and establishing Article 92 "Recreational Vehicles" of the Unified Land Development Code, which has yet to be codified; and

WHEREAS, the Town desires to amend and clarify its regulations relating to Recreational Vehicles ("RVs") within its adopted Unified Land Development Code ("ULDC"); and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the proposed amendments; and

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC to revise its regulations regarding Recreational Vehicles is consistent with the Town's Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are· incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby repeals Article 92 “Recreational Vehicles” within Part III “Supplemental Regulations” of its United Land Development Code as established by Ordinance No. 2024-07.

Section 3. The Town of Loxahatchee Groves hereby amends Part III “Supplemental Regulations of its Unified Land Development Code by enacting a new Article 92 "Recreational Vehicles" to read as set forth in the attached and incorporated Exhibit A.

Section 4. 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 5. 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 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 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 7. 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 2ND DAY OF JUNE, 2026.

Councilmember ___ offered the foregoing ordinance. Councilmember _____

seconded the motion, and upon being put to a vote, the vote was as follows:

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___

PAUL T. COLEMAN II, COUNCIL MEMBER ___

WILLIAM "JOE" STEPHENS, COUNCIL MEMBER ___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS __ DAY OF _____, 2026.

Councilmember _____ offered the foregoing ordinance. Councilmember _____seconded the motion, and upon being put to a vote, the vote was as follows:

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM "JOE" STEPHENS, COUNCIL MEMBER	-----

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey

_____
Town Clerk

_____
Vice Mayor, Manish Sood

APPROVED AS TO LEGAL FORM:

_____
Councilmember Anita Kane

_____
Town Attorney

_____
Councilmember Paul T. Coleman II

_____
Councilmember William "Joe" Stephens

EXHIBIT A

ARTICLE 92 - RECREATIONAL VEHICLES

Section 92-005 - Purpose and Intent; Effective Date.

The purpose of this article is to establish standards relating to recreational vehicles (RVs) consistent with State of Florida and federal law. The town recognizes the potential safety hazards and other negative impacts associated with the unregulated use of RVs. These standards are designed to allow the use and siting of RVs as set forth herein, while protecting the health, safety, and general welfare of the Town of Loxahatchee Groves. To the extent any provision of in this article conflicts with Florida law, federal law, or any other provision of the town code, the more restrictive provision shall prevail. As used in this article, "bona fide agricultural use classification" shall mean such classification assigned by the Office of the 'Palm Beach County Property Appraiser.

Section 92-010 – RV General Requirements

(A) RV Location. No RV shall be located within any required yard or setback as established by the AR zoning district. nor any easement or right-of-way.

~~**(B)**~~ **Conditions to Allow RV.** ~~In order for a recreational vehicle to be sited on any property within the town's municipal limits, the property MUST possess and maintain a principal residential dwelling unit and be homesteaded. Recreational vehicles are not permitted on vacant land.~~ Recreational vehicles are only permitted in the Agricultural/Residential (AR) zoning district and absent a bona fide agriculture use on the property, the property on which the RV is located must have a homesteaded principal residential dwelling on the property.

(C) Time Recreational Vehicle Allowed on the Property: The maximum time that an occupied recreational vehicle can be sited on property located within the town's municipal limits is six (6) months from the date that the recreational vehicle is placed on the property.

Time Recreational Vehicle Allowed on the Property: The maximum time that an occupied recreational vehicle can be sited on property ~~six (~~located within the town's municipal limits is six (6) months ~~from the date that the recreational vehicle is placed on the property~~ during November of one year thru April of the subsequent year.

(D) Number of Occupied and Rented Recreational Vehicles Allowed on the Property:

Property Acres	Number of RVs permitted
Less than 2 acres	1 RV
2 acres or more	2 RVs

(E) Property possessing Bona Fide Agricultural Use: If a property possesses a bona fide agricultural use, one (1) recreational vehicle is permitted under the following conditions:

1. The recreational vehicle is being used as a caretaker or groom's quarter which is permitted year-round.
2. 80% of more of the property is designated as bona fide agricultural use
3. Must obtain a town permit including required inspections and permits.
4. The property must have a septic tank approved by the health department specifically allowing the RV to deposit its wastewater into the septic system.

(F) Disability Accommodation. Persons with disabilities as provided by the Federal Fair Housing Amendment Act (42 U.S.C. 3601, et. Seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et. Seq.), may apply for an accommodation to extend the maximum period for occupancy for an RV to year-round. A person seeking such accommodation shall apply on a form provided by the town. An application for disability accommodation that has been denied may be appealed pursuant to the procedures outlined in section 170-025(E).

(G) Parking of Recreational Vehicle. The recreational vehicle shall be parked in the location as specified in a lease agreement. The leased space shall only be used for parking and storage of the vehicles described on your lease.

(H) Storage of materials - No recreational vehicle may be used for the storage of goods, materials, or equipment other than those items considered to be part of the recreational vehicle essential for its immediate use.

(I) Condition of vehicle - The vehicle or equipment must be kept clean, presentable and in usable condition. A current vehicle registration license plate must be attached at all times. Said vehicle shall not display commercial lettering nor have any equipment, materials, or devices associated with a commercial or industrial use visible. The existence of such lettering, equipment, materials or devices shall automatically deem the vehicle as a "commercial vehicle," subject to the provisions of above.

(J) Ownership of vehicle - The vehicle parked must be owned or leased by the property's owner or tenant.

(K) Repairs on vehicle - No major repairs or overhaul work can be performed on the premises

(L) Access to Property - A property owner, tenant or person in possession or control of the property shall provide access to the property, upon request, for the town inspector to conduct an inspection. Section 92-015 - Permit, Inspection, and Maintenance Requirements

Section 92-015 – Permit, Inspection, and Utilities Requirements

(A) **Permit Requirement**: A town building permit is only required for an operational recreational vehicle if the recreational vehicle is occupied. If the recreational vehicle is being stored on the property, no approvals from the town are required but the recreational vehicle must meet the requirements of this section.

(B) **Permit**. The permit application shall be in a form approved by the town and contain the following:

a. Property Owner information

b. Property information including the Property Use Classification by PBC Property Appraiser

c. How many acres

d. # of trailers being occupied

e. Dates the recreational vehicle will be onsite

f. Model, make and color of recreational vehicle

g. Recreational vehicle license tag number

h. Documentation that electric has been permitted by town

i. Documentation that wastewater disposal is through a mechanism that has been permitted by the health department

j. Affidavit stating information provided is true and correct

k. Payment of a filing fee, if applicable and approved by the town council, which shall not exceed $50.00

l. Occupant information including verification of occupant's identification by submittal of governmental issued photo identification document including but not limited to passport and/or current valid driver's license.

(C) **Inspection.** Every permit requires at least one town inspection of the recreational vehicle which must be passed in order to issue the permit. Failure to provide access for an on-site inspection, upon reasonable notice, is a violation of this section.

(D) **Utility Connections.** An occupied RV shall be hooked up to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes where required; portable/pumpable septic tanks as well as the waste removal therefrom are permitted under this section. A determination of appropriateness shall be made at the time of inspection regarding the size and capacity of on-site wells and septic tanks to meet demands generated by permitted RVs.

1. Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the town's building department. No

electrical extension cords shall be utilized. Use of extension cords will render the permit invalid.

2. Water hook ups may be a single source with separate hook up at each RV parking spot. Backflow protection devices shall be installed prior to use.

3. Septic hook up must be permitted and inspected by the Florida Department of Health. A copy of the approved permit is required as part of this application. Portable/ pump-able septic tanks as well as waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(E) Solid Waste Disposal. The permit holder shall be required to ensure solid waste generated by an occupied RV is disposed of in a manner that keeps the property free and clear of trash and debris. Trash generated by occupied RVs shall be collected by the town's franchise waste hauler as residential or commercial collection.~~.~~

Section 92-020 – RV Regulation Enforcement

(A) Enforcement. It shall be unlawful to use or possess an RV in violation of this article. Each additional RV used or possessed in violation of this article shall constitute a separate violation. Each day a violation exists shall constitute a separate violation.

1. Violations of this article are subject to enforcement procedures and penalties in chapter 162, Florida Statutes, and chapter 14 of the town code. In addition, violations may be subject to any other means of enforcement allowed by law.

2. In addition to any other penalty authorized by this section, the town may deny issuance or renewal of a permit after a special magistrate's finding of violation of this article.

3. The application fee for after-the-fact permits shall be four (4) times the amount of the application fee set forth in section 92-0I0(B).

Sec. 6.10.6. Recreational vehicles.

The use of recreational vehicles, travel trailers, campers or similar vehicles as a temporary residence is permitted, but shall not exceed two consecutive weeks during a calendar year. Water and wastewater connections are required and shall comply with Palm Beach County Health Department regulations.

(Ord. No. 2021-12, § 1(Exh. A), 9-13-2021)

Sec. 6.8.9. Supplementary standards for principal and accessory equestrian uses.

The following equestrian use regulations shall apply to all uses and structures within the EPA.

A. Agricultural retail/service:

1. All storage areas shall be enclosed or completely screened from view. Tractor trailers used for the transport of bona fide agricultural products may be stored on the property. A maximum of five tractor trailers may be stored outside if they are completely screened from view from all public and private roads and adjacent properties.

2. Service of small implements shall only be permitted in enclosed areas of an agricultural retail and service use that is completely screened from the roadway and adjacent properties. Repair activities shall occur only between the hours of 7:00 a.m. and 9:00 p.m.

B. Aviculture:

1. The maximum number of birds shall be restricted to 200.

2. Pens, cages, or structures associated with the care of birds shall be setback a minimum of 50 feet from any property line.

C. Barns and stables: For the purpose of the LDR, the terms barn and stable may be used interchangeably, and shall be subject to the following criteria:

Table 6.8-3. Regulations for Barns and Stables

Size of Lot	Principal Residential Structure Required	Square Footage of Stable
Minimum 1 acre, but less than 5 acres	Yes	1,250 square feet/acre
Minimum 5 acres	No	Limited by FAR and building coverage in Table B

1. Groom's quarters shall not be considered a principal residential unit.

2. Interior aisles open to the outside of the structure are not included when calculating square footage to determine FAR. They are included in the calculation to determine building coverage.

3. Grand Prix Farms and Grand Prix Village South shall be exempt from Table 6.8-3 and shall be developed in accordance with the approved master plan.

4. Subarea B shall be limited to four stalls per acre within all barns/stables.

5. Subarea F shall be limited to four stalls per acre, with a maximum of ten stalls per lot, within the barns/stables. When no more than two adjacent lots are under common ownership and a unity of title/control is recorded, the number of stalls shall be limited to four stalls per acre, with a maximum of 20 stalls.

D. Bona fide agriculture:

1. Exotic animals (imported or normative animal species), game animal care for commercial breeding purposes or housing of Class I animals as defined by the Florida Game and Fresh Water Fish Commission shall be on a minimum lot size of five acres. Pens, cages or structures associated with care of these animals shall be setback a minimum of 50 feet of any property line.

2. Housing of Class I and game animals shall be subject to all requirements of the Florida Game and Fresh Water Fish Commission and shall be subject to a conditional use approval.

E. Compost bins and livestock waste storage areas shall meet setback requirements for accessory buildings and shall be screened from the street and adjacent properties by walls, fences or hedges at a minimum height of five feet, and shall comply with Code of Ordinances Section 30-153 Best management practices for livestock waste.

F. Covered equestrian arenas:

1. Covered arenas are prohibited in Subarea F (Winding Trails).

2. Setbacks shall comply with Table 6.8-2 for principal structures.

3. A roofed equestrian arena shall be constructed to be consistent with the architectural style, color and materials of the principal structures.

G. Dressage walls:

1. Shall not be located within easements;

2. Shall only be permitted on lots that are a minimum of one acre in size;

3. Shall not exceed ten feet in height and four feet in width;

4. Shall comply with all requirements for safe sight-distance clear zones for rights-of-way;

5. Shall match the architectural style, color and materials of the principal structures;

6. Shall be located to avoid reflecting the glare of the sun or lighting from any adjacent light source onto public or private rights-of-way or adjacent property; and

7. The exterior portion of a dressage wall visible from a public right-of-way shall be screened with hedges, shrubs, or other suitable plant materials. A landscape plan for screening shall be submitted with the building permit application and shall be installed prior to the issuance of the certification of completion. The plant materials shall be installed so that it will completely screen the dressage wall within two years of installation.

H. Equestrian uses, seasonal: Seasonal uses shall be equestrian in nature and may require a seasonal permit in accordance with Article 5 of the LDR.

I. Fences:

1. Wire type fences including utility or hog wire fences, galvanized chain-link and vinyl-covered chain-link fences are permitted only if screened by either a hedge, located on the exterior side of the fence or by attaching the fence to a three or four-board fence. Hedge material shall be installed along any property line abutting a road to cover the fence within two years after planting. A wire fence shall not exceed six feet in height within setback areas.

2. The use of barbed wire or razor wire is prohibited.

3. Electrically charged fence or wall shall only be permitted in the EOZD on properties with a Residential ER or B Future Land Use designation.

4. Fences on collector and arterial roads shall be natural, clear-coat, black, gray or white-painted three-rail or four-rail wooden fences.

5. Lots in the EOZD shall be exempt from those provisions of Article 6 of the LDR that prohibit fences located in front setback areas.

6. The Code of Ordinances Chapter 36, Article II, Section 36-22(c) fence and wall maintenance shall apply.

J. Groom's quarters:

1. A maximum of one groom's quarters, not to exceed 500 square feet in area, shall be permitted for each four stalls.

2. Groom's quarters may contain individual cooking facilities and/or one common dining facility.

3. Mobile homes or RVs shall not be permitted for use as groom's quarters.

K. Horse trailer parking and storage:

1. Horse trailers shall not be parked in roadways, swales, canals, rights-of-way, or designated easements.

2. One unscreened horse trailer may be parked adjacent to a barn or stable on an individual lot provided the trailer is not parked between the front plane of the principal structure and the right-of-way.

3. Additional horse trailers, up to a maximum of one trailer per acre, shall comply with the following:

a. On lots less than five acres in size, the additional trailers shall be screened from view from adjacent roads and private properties in the manner provided in Section 62-9(b)(1) of the Code of Ordinances.

b. Screened trailer parking areas shall meet the minimum setbacks for accessory structures listed in Table 6.6-1 Equestrian Preserve Area Minimum Setbacks.

4. Temporary parking of horse trailers (i.e., trailers on site for daily instruction, shows, or other site-specific uses) shall be allowed, provided temporary parking is not overnight and trailers are not parked in rights-of-way or designated easements.

5. Properties with a future land use map designation of equestrian commercial recreation and approved as a major equestrian venue are exempt from the provisions of this section except for screening.

L. Livestock raising: Processing and slaughtering is strictly prohibited.

M. Major equestrian venue:

1. The minimum lot size shall be 25 acres, unless the sole use is as a major polo venue then the minimum lot size shall be 15 acres.

2. The primary point of access shall be from 50th Street, Lake Worth Road, Pierson Road, 120th Street, or South Shore Blvd.

3. A plan of operation shall be submitted with the conditional use application.

4. Any incompatibility with surrounding uses shall be satisfactorily mitigated with the plans submitted with the conditional use application. Conditions may be imposed with the approval including, but not limited to, controlling objectionable odors, fencing, noise, inspections, reporting, monitoring, preservation areas, mitigation and/or limits of operation. Landscape hedges and/or screens with a minimum opacity shall be required with the approval if they are necessary to mitigate for compatibility.

N. Minor equestrian venue:

1. The minimum lot size shall be five acres.

2. A plan of operation shall be submitted with the conditional use application.

3. If an event is planned to exceed 75 combined participants and spectators a traffic study pursuant to Article 9 shall be provided with the conditional use request or with a request to modify an existing conditional use.

4. No event shall be planned or operated to accommodate or produce more than 200 combined participants and spectators.

5. Vendors are not permitted.

6. Any incompatibility with surrounding uses shall be satisfactorily mitigated with the plans submitted with the conditional use application. Conditions may be imposed with the approval to include but not limited to controlling objectionable odors, fencing, noise, inspections, reporting, monitoring, preservation areas, mitigation and/or limits of operation. Landscape hedges and/or screens with a minimum opacity shall be required with the approval if they are necessary to mitigate for compatibility.

7. The site shall be restored to original or better condition within 24 hours after any event including the removal of all temporary structures, temporary sanitary facilities, equipment, trash and debris.

O. Nursery, wholesale or retail:

1. A retail nursery shall comply with the following supplementary use standards:

   i. The use shall be located on a collector road or road with a higher classification.

   ii. The minimum lot size shall be one acre.

   iii. A buffer shall be provided along all property lines that are not screened by plant material. The buffer shall consist of one tree per 30 linear feet plus hedges 24 inches on center.

   iv. Setbacks shall be as follows:

      1. Structures and accessory activities shall be setback a minimum of 50 feet.

      2. Container plants shall be setback a minimum of 15 feet.

2. An office may be permitted as an accessory use provided it is not a mobile home.

3. No aerial application of any pesticides, fungicides, fertilizers or any other chemical shall be allowed. In the event that over spraying of pesticides, fungicides, fertilizers, herbicides or any other chemical is experienced, the petitioner shall provide an increased buffer to insure that no further over spraying will occur, or will cease to operate.

4. A nursery use may be operated in conjunction with a residence if a residence is permitted in the district.

5. Use of heavy equipment shall be limited to daylight hours.

6. Nurseries over ten acres adjacent to a residential district shall be required to construct a compatibility buffer as required in Article 7.

P. Recreational vehicles as temporary residences:

1. The use of recreational vehicles as a temporary overnight residence on residential lots in the EZOD is allowed with an approved equestrian permit between the months of November and April in accordance with the following:

   a. Lots that are less than five acres are not eligible for temporary overnight RV usage.

b. Lots five acres to nine and nine-tenths acres in size shall be permitted to have one RV for temporary overnight usage.

c. Lots ten acres or greater shall be permitted to have two RVs for temporary overnight usage.

2. The use of recreational vehicles as temporary residences shall be in conjunction with a permanent residence or stable type structure(s), shall comply with the building setbacks applicable to principal structures and shall be screened from view of adjacent roads and private properties.

3. The individual recreational vehicle shall be provided electrical, potable water and sanitary collection or sewer service as indicated below:

a. Electrical service connections shall comply with all manufacturer's specifications and the Florida Building Code, including Chapter 1 Amendments;

b. Water service connections shall comply with all requirements of the Florida Building Code, including Chapter 1 Amendments, Wellington standards and those of other appropriate agencies including the Palm Beach County Health Department (PBCHD); and

c. Connections to the wastewater treatment system or a septic system in compliance with the PBCHD regulations shall be provided.

Q. Run-in shade structures:

1. The purpose of the structure shall be to provide temporary shelter for horses and shall not include overnight boarding. Run-in shade structures shall not be considered a stall since there is no overnight boarding permitted.

2. The structure shall not be completely enclosed and shall not have finished or impermeable floors.

3. The structure shall be included in floor area ratio and building coverage calculations, and shall comply with accessory structure setbacks.

4. The structure shall have the same roof materials and colors as principal structures, if they exist on the property.

5. The structure may have water service, but no other utility service.

R. Temporary stabling tents:

1. An application for an equestrian permit pursuant to Article 5 Development Review Procedures is required for all temporary stabling tents.

2. Temporary stabling tents are allowed on any lot in the EPA during construction of a permanent barn or stable for a continuous period, not to exceed 24 months, after a building permit has been issued. The PZB director may approve a one-time extension, not to exceed an additional consecutive 12 months, if construction has proceeded and is ongoing. The temporary tent must be removed within two weeks of issuance of certificate of occupancy, special use Permit expiration or building permit revocation, whichever occurs first.

3. From November through April, temporary stabling tents are only allowed on the following lots:

a. Lots in the EPA that are designated equestrian commercial recreation on the future land use map.

b. Lots in EPA Subareas C and D that contain a permanent barn or that have an approved equestrian permit.

4. Temporary stabling tents shall comply with the property development regulations of the EZOD for principal structure setbacks and lot coverage.

5. If Wellington is in a natural disaster area as declared by the governor or the council, the prohibition of tents for recovery areas and time extensions may be temporarily suspended. A property owner must apply for an equestrian permit for any tent, and it shall be issued only after the building official determines there is substantial damage to a structure that warrants the use of a temporary stabling tent.

S. Vehicle parking on public rights-of-way or designated easements within the EPA is prohibited.

(Ord. No. 2021-12, § 1(Exh. A), 9-13-2021; Ord. No. 2021-20, § 1, 9-28-2021)

LOXAHATCHEE GROVES FLORIDA

BUSINESS IMPACT ESTIMATE STATEMENT

ORDINANCE NO. 2026-01

REPEALING AND ENACTING A NEW UNIFIED LAND DEVELOPMENT CODE ARTICLE 92 RECREATION VEHICLES AND AMENDING PART III "SUPPLMENTAL REGULATIONS"

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[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of 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 hereby publishes the following information:

ORDINANCE NO. 2026-01

[1] See Section 166.041(4)(c), Florida Statutes.

Prepared by Jeffrey Kurtz, Town Attorney, and Published on June 26, 2026.
Online at https://www.loxahatcheegrovesfl.gov/1480/Business-Impact-Estimates
Town's Bulletin Board

LOXAHATCHEE GROVES FLORIDA

BUSINESS IMPACT ESTIMATE STATEMENT

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 proposed ordinance is to amend and clarify regulations relating to Recreational Vehicles "RV") within its adopted Unified Land Development Code. The purpose is to improve government efficiency.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, 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's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

   N/A

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

   N/A

4. **Additional information the governing body deems useful (if any):**

   N/A

Prepared by Jeffrey Kurtz, Town Attorney, and Published on June 26, 2026.
Online at https://www.loxahatcheegrovesfl.gov/1480/Business-Impact-Estimates
Town's Bulletin Board

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Mayor and Town Council of the Town of Loxahatchee Groves**

FROM: **Jeffrey S. Kurtz, Esq., Town Attorney**

THRU: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Approval of Ordinance No. 2026-02 – 2nd Reading - Site Plan Amendment**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

Attached please find Ordinance No. 2026-02 which was passed on first reading at the Council's June 3, 2026 meeting. The genesis for this ordinance came from the Council's discussion about the plat ordinance which altered the approval of plats to an administrative process as required by recently adopted state statute. During the discussion on plats, Council wanted to make sure that residential properties were subject to the site plan process if the residential property subject to development was more than 20 acres in size. This ordinance clarifies that regardless of the number of lots being developed, if a residential project is larger than 20 acres in size, it will have to go through the site planning process.

Planning and Zoning Board considered the proposed ordinance at the July meeting and unanimously recommended the Council approve the Ordinance as presented. Second reading of the ordinance and a public hearing have been scheduled for the July 7, 2026, Council meeting.

Recommendation/Motion:
Approval and Adoption Ordinance No. 2026-02 on Second Reading.

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 155 "SITE PLANS" OF PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY MODIFYING SECTION 155-005 " MANDATORY SITE PLAN APPROVAL" CLARIFYING THAT RESIDENTIAL DEVELOPMENT OF MORE THAN 20 ACRES REGARDLESS OF NUMBER OR SIZE OF PLOTS REQUIRE SITE PLAN APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Article 155-005 of the Unified Land Development Code (ULDC) establish requirements for mandatory site plan approval of residential development within the Town limits of Loxahatchee Groves; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to modify the mandatory site plans approval requirements for all residential developments over 20 acres of land; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to t.

WHEREAS, the Town Council finds the adoption of this Ordinance serves a public purpose and is in the best interest of the Town.

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 modifies Section 155.005 "Mandatory site plan approval amending Article 155 " Site Plans Part III "Development Review Procedures and Requirements" of the ULDC to read as follows:

Section 155-005. – Mandatory site plan approval.

Approval of a site plan or site plan modification is required to any and all development of land in the Town except as follows:

(A) Development of 20 acres or less up to into no more than four single-family residences on adjacent plots provided that no subdivision sign or community entry feature is proposed.

(B) Administratively approved modifications to approved site plans, limited to the following, provided no variance is required for the modification or that the modification does not violate any condition of site plan approval, and further provided that the modification does not change any verbal commitment or representation from the applicant, agent or owner made at the public hearing or in the application, or other understanding upon which approval may have been based:

(1) Relocation or substitution of landscaping materials.

(2) Minor architectural modifications including the addition of awnings and canopies.

(3) Construction of bus stop shelters.

(4) Erection of signs.

(5) Diminution in size of a structure.

(6) Demolition of a structure.

(7) Waterbody maintenance activities.

(8) Subdivision of land.

(9) Road maintenance activities. A permit is required under Section 05-040.

(10) Clearing or excavation of land. A permit is required under Section 05-040.

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 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 1ST READING, THIS 2nd DAY OF JUNE, 2026.

Councilmember _____ offered the foregoing ordinance. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM "JOE" STEPHENS, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 7th DAY OF JULY, 2026.

Councilmember _____ offered the foregoing ordinance. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM "JOE" STEPHENS, COUNCIL MEMBER	-----

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey

_____
Town Clerk

_____
Vice Mayor, Manish Sood

APPROVED AS TO LEGAL FORM:

_____
Councilmember Anita Kane

_____
Town Attorney

_____
Councilmember Paul T. Coleman II

_____
Councilmember William “Joe” Stephens

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Article 155 SITE PLANS

Section 155-005. Mandatory site plan approval.

Approval of a site plan or site plan modification is required prior to any development of land in the Town, except as follows:

(A) Development of up to four single-family residences on adjacent plots provided that no subdivision sign or community entry feature is proposed.

(B) Administratively approved modifications to approved site plans, limited to the following, provided no variance is required for the modification or that the modification does not violate any condition of site plan approval, and further provided that the modification does not change any verbal commitment or representation from the applicant, agent or owner made at the public hearing or in the application, or other understanding upon which approval may have been based:

(1) Relocation or substitution of landscaping materials.

(2) Minor architectural modifications including the addition of awnings and canopies.

(3) Construction of bus stop shelters.

(4) Erection of signs.

(5) Diminution in size of a structure.

(6) Demolition of a structure.

(7) Waterbody maintenance activities.

(8) Subdivision of land.

(9) Road maintenance activities. A permit is required under Section 05-040.

(10) Clearing or excavation of land. A permit is required under Section 05-040.

Section 155-010. Submission requirements.

In addition to the application submission requirements of Article 110, "General Application Requirements," an application for site plan approval or modification shall include the items and information listed below. The overall size of the site plan shall be 24 inches by 36 inches, drawn at a scale not less than one inch equals 50 feet, unless a smaller scale is permitted by the Town Manager. The Manager may waive a submittal requirement if, in the Manager's opinion, it is not necessary for proper evaluation of a proposed site plan due to the limited scope of the proposal or the existence of previously submitted information that satisfies a submittal requirement.

(A) A recent survey prepared by a Florida registered surveyor and mapper, certified as to meeting the requirements of the applicable section of the Florida Administrative Code, providing a legal description, including the section, township and range, and reflecting existing natural features, such as topography—with elevations provided on a minimum 100 foot grid, including elevations of adjacent land within 25 feet of the proposed site plan, existing vegetation including scientific name, caliper and size of crown, existing paving, existing structures within the subject site and on adjacent properties within 100 feet of the subject site including dimensions to property lines and use of the structures,

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rights-of-way and easements within and abutting the development site including the dedication instruments, and water bodies including top of bank and edge of water.

(B) The following computations:

(1) Acreage.

(2) Number of dwelling units and density (for residential uses only).

(3) Individual and total square footage of building area, and square footage and percentage of ground covered by roofed buildings or structures and designation of use for each.

(4) Required number of parking spaces, loading and stacking spaces, including calculations.

(5) Number of existing, proposed and total existing and proposed parking, loading and stacking spaces provided.

(6) Pervious, impervious and paved surface, in square footage and percentage.

(C) Site boundaries clearly identified, and ties-to-section corners.

(D) Existing and proposed land uses and existing uses of adjacent land.

(E) Location and height of all structures and total floor area categorized by use, with dimensions to lot lines, and designations of use.

(F) Building separation measurements.

(G) Vehicular circulation system for cars, bicycles and other required vehicle types, with indication of connection to public rights-of-way.

(H) All adjacent public and private rights-of-way and easements, with indication of ultimate right-of-way line, centerline, width, pavement width, existing median cuts and intersections, street light poles and other utility facilities and easements.

(I) Pedestrian circulation system.

(J) Provider of water and wastewater facilities.

(K) Existing and proposed fire hydrant locations.

(L) Indication of existing native vegetation that will be preserved, as required herein.

(M) Site plan location sketch, including section, township, and range.

(N) Geometry of all paved areas including centerlines, dimensions, radii and elevations.

(O) Location of trash and garbage disposal system and provisions for accessibility to garbage trucks.

(P) Location, dimensions, clearances and access of all required and proposed parking and loading areas.

(Q) Areas for emergency vehicles and fire engines, and provisions for accessibility to vehicles of the required type.

(R) Location of all drainage features, and retention/detention areas, if any.

(S) Schematic water, sewer, paving and drainage plan including the location of all mains and lift stations (note: Final engineering plans must be submitted and approved prior to the issuance of a building permit). Preliminary surface water management calculations must be provided unless waived by the Town Engineer.

(T) Location of septic tank and drain field, if applicable.

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(U) A landscape plan demonstrating compliance with Article 85, "Landscaping."

(V) A parking facility lighting plan and a street lighting plan, if applicable.

(W) Floor plans and elevation drawings of all nonresidential buildings and structures.

(X) Street names and addresses, or a range of addresses, for any proposed building within the site plan, in conformity with Town standards.

(Y) An application for site plan approval which abuts a roadway that is functionally classified as a State Road and which proposes direct vehicle access to the State Road, shall also be accompanied by a valid Pre-Application approval letter from the Florida Department of Transportation issued pursuant to the "State Highway System Access Management Classification System and Standards," as amended.

(Z) Additional documentation for non-residential site plans. An applicant for site plan approval for a non-residential use shall provide written documentation with the application demonstrating the specific measures that will be taken to prevent or minimize impacts upon adjacent residential plots within 250 feet of a boundary of the site plan. These impacts include the effects of excessive noise, objectionable odors, visible emissions, particulate matter (including dust, smoke, soot, and aerosols), solid wastes, hazardous wastes, fire and explosion. Specific measures include but are not limited to the provision of setbacks, buffers, landscaping, fencing, walls, and/or other measures as required by the ULDC.

Section 155-015. Procedure.

(A) The various Town disciplines, applicable water control district, fire marshal, and other coordinating agencies shall review the site plan in accordance with procedures and timeframes adopted by the Town.

(B) Notice. Notice shall be given to the general public in accordance with Florida law and in accordance with the Town's notice requirements.

C) Application fee. There shall be an application fee for all reviews of site plans and site plan modifications. The amount of the application fee shall be set by the Town Manager as that amount required to reimburse the Town for all expenses associated with the petition plus the costs incurred by the Town. The application fee shall be paid at the time the petition is filed and is a condition of the Town Council holding the required public hearing.

(D) The Town Council shall conduct a quasi-judicial public hearing and act on the site plan application as provided by law.

Section 155-020. Substantive requirements.

(A) Conformance to the approved and/or recorded plat, if applicable.

(B) Consistency with the Town of Loxahatchee Groves' Comprehensive Plan.

(C) Conformity to the Town of Loxahatchee Groves ULDC.

(D) Conformity to the water control district's requirements and regulations.

Section 155-025. Site plan modification.

If an applicant's development plans change after receiving site plan approval, the applicant shall file an application for revised site plan approval with the Town Manager for Town Council consideration, unless Section 155-005(B) exempts the proposed modification from this process. Site plan modification submission requirements

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are identical to those for site plan approvals. The Town Manager may waive certain submission requirements if deemed unnecessary for review of the modification, based upon the principles established within this article.

Section 155-030. Effect of approval.

An approved site plan shall be effective until the development is completed, but shall be null and void if a building permit for a principal structure is not issued within one year from the date of site plan approval. The Town Council may grant one extension not to exceed six months duration upon demonstration of hardship and intent to proceed.

LOXAHATCHEE GROVES FLORIDA

BUSINESS IMPACT ESTIMATE STATEMENT

ORDINANCE NO. 2026-02

AMENDING ARTICLE 155 "SITE PLANS" OF PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS"

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[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of 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 hereby publishes the following information:

ORDINANCE NO. 2026-02

1. **Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

[1] See Section 166.041(4)(c), Florida Statutes.

Prepared by Jeffrey Kurtz, Town Attorney, and Published on June 26, 2026
Online at https://www.loxahatcheegrovesfl.gov/1480/Business-Impact-Estimates
Town's Bulletin Board

LOXAHATCHEE GROVES FLORIDA

BUSINESS IMPACT ESTIMATE STATEMENT

The proposed ordinance is to require site plan approval for residential development on property consisting of more than 20 acres of land regarding of the number of size of the plots within the development. The purpose is to improve government efficiency.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, 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's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

N/A

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

N/A

4. **Additional information the governing body deems useful (if any):**

N/A

Prepared by Jeffrey Kurtz, Town Attorney, and Published on June 26, 2026
Online at https://www.loxahatcheegrovesfl.gov/1480/Business-Impact-Estimates
Town's Bulletin Board

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Jeffrey S. Kurtz, Esq., Town Attorney**

THRU: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Authorization to move forward with Code Enforcement Lien Foreclosures**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

Weiss Serota is prepared to move forward with the following foreclosure actions on behalf of the Town. The filing of the foreclosure actions could be accomplished by July 15th and depending on service, responses would be due around September 1, 2026. The judicial calendars are significantly burdened and the anticipated time to process any action could take between 1-2 years at the circuit court level. If any decisions are appealed the total time to finalize any foreclosure is uncertain. As previously reported to Council from a budgetary perspective the Town should be prepared to spend $15,000 to $20,000 per case. If the Town is successful in the litigation those attorney's fees and associated filing costs will be recoverable.

The purpose of this report and attached resolutions for Council to authorize the initiation of the foreclosure actions and provide a funding source for the litigation costs. The current budget for outside legal services is $20,000 with a remaining balance of less than $8,000. The bulk of the expenditure was for Gray Robinson's work and title searches relative to the foreclosure process. There are two potential sources to fund the foreclosures, one being the contingency funds which have to be specifically appropriated by Town Council and the second is to utilize the proceeds from a proposed Lien Mitigation and Foreclosure Standstill Agreement with Lantana Holdings, LLC, to fund the foreclosures. It is Weiss Serota's and my recommendation that the Town enter into such agreement to fund the foreclosures including potentially the foreclosure on the Lantana Holdings, LLC property.

In accordance with Section 162.09 Florida Statutes, the special magistrate has authorized foreclosure of the liens associated with each of these properties. The final decision on whether to move forward with the action is up to the Town Council.

The individual cases and attendant resolutions are discussed below:

1. **16169 Southern Boulevard** –The owner of the property is Lantana Holdings, LLC and they completed the eviction of their tenant on June 4, 2026. The eviction of the tenant brought the property into compliance with the code enforcement use violation. The property owner will need to provide a tree mitigation bond relating to the removal of trees and the track that was constructed by the former tenant. Once the bond is in place the property owner will be in compliance with their outstanding violation relative to tree removal. The total amount of their liens as of July 7, 2026, will be $535,250. They have proposed paying the Town 25% of that amount to hold the foreclosure in abeyance, which is $133,312.50. That amount would then be available to fund the foreclosures.

   The proposed agreement, a draft of which is attached to the resolution authorizing its acceptance, would not prevent the Town from eventually moving forward and collecting the full amount due. What it would allow is once they have come into compliance, during the time of abeyance they would be free to seek a lien reduction before the special magistrate, which they know the Town will oppose. They will be working on a plan for development of the property which will most likely involve them seeking commercial zoning consistent with the property to the east and west of their property on Southern. The lien would have to be fully released prior to the Council's consideration of their development proposal.

   I will report on the ongoing negotiations with the property owner at your agenda review meeting and should have a final proposal from them prior to the July 7th Council meeting. The final decision on whether to move forward with the action is up to the Town Council. The property was purchased in 2015 for $2,100,000. The property is 19.51 acres and is zoned Commercial Recreation which is inconsistent with its Residential land use designation. The Palm Beach County Property Appraiser has given the property a fair market and tax valuation of $3,549,342. The property does not have a mortgage or any other liens on the property that would be superior to the Town's liens.

   Resolution No. 2026-55 authorizes the acceptance of the Lien Mitigation and Foreclosure Standstill Agreement.

   In the alternative, Resolution No. 2026-56 authorizes the foreclosure action against the property at 16169 Southern Boulevard with funding for the action coming from the general fund contingency line item.

2. **1300 D Road** – This property is 20 acres. It was recently conveyed to Aniqah and Sohail Quraeshi from an LLC they had an interest in. Related parties have owned the property for a decade or more. There is no mortgage on the property. The property is zoned AR and has an agricultural (equestrian) classification from the Palm Beach County Property appraiser. The property is not homesteaded. The property does not have a mortgage or other lien that is superior to the Town's lien. The Palm Beach County Property Appraiser

has given the property a fair market valuation of $1,829,137 and a taxable valuation of $723,737. The property is in compliance with the code at this time.

Resolution No. 2026 -57 authorizes the foreclosure action to move forward on 1300 D with the funding source depending on the Council's decision with regard to 16169 Southern Boulevard.

3. **3138 A Road** – The property is 10 acres. The owner is Ovidio Duarte and Hazel Jarquin. The property was purchased in 2020 for $599,000 and has been given a fair market valuation of $1,034,029 and taxable valuation by the Palm Beach County Property Tax Appraiser. The property is zoned AR and has an agricultural classification (Gragsoil). The property has recently been homesteaded. The property has a mortgage in an original amount of $449,250 from 2020 which has priority over the Town's liens. The property is not fully in compliance with the code violations at this time and is therefore not eligible for potential lien reduction under the Town's ordinances.

   Resolution No. 2026-58 authorizes the foreclosure action to move forward on 3138 A Road with the funding source depending on the Council's decision with regard to 16169 Southern Boulevard.

4. **1032 Hyde Park Road** – This property is homesteaded. The owner of the property is Eldad Iskovitch. He purchased the property in 2018 for $500,000. The property is a 5 acre parcel, is zoned AR and has an agricultural (equestrian) classification from the property appraiser. There is a 2018 mortgage on the property in an initial amount of $424,100 and a UCC financing statement that predates the existence of any code enforcement liens. The mortgage and the UCC financing would have priority over the Town's liens, meaning that in any foreclosure action they would have to be satisfied prior to the Town receiving any proceeds at a foreclosure sale. The Palm Beach County Property Appraiser has given the property a fair market valuation of $1,310,036 and a taxable valuation of $969,339. If the foreclosure were successful, it would result in the severance of the homesteaded portion of the property from the non-homesteaded portion and create two non-conforming lots.

   Resolution No. 2026-59 authorizes the foreclosure action to move forward on 1032 Hyde Park Road with the funding source depending on the Council's decision with regard to 16169 Southern Boulevard.

Recommandation:

Council by separate motion approve:

A. Resolution No. 2026-55
B. Resolution No. 2026-56
C. Resolution No. 2026-57

D. Resolution No. 2026-58
E. Consideration of Resolution 2026-59

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-55

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE LIEN MITIGATION AND FORECLOSURE STANDSTILL AGREEMENT RELATING TO OUTSTANDING TOWN CODE ENFORCEMENT LIENS ON THE PROPERTY LOCATED AT 16169 SOUTHERN BOULEVARD, LOXAHATCHEE GROVES, FLORIDA IN PALM BEACH COUNTY FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the "Town"), has outstanding code enforcement liens in an amount of $535,250 on the property located at 16169 Southern Boulevard, Loxahatchee Groves, Florida (Property); and

WHEREAS, the owner of the Property is Lantana Holdings, LLC (Property Owner) and they are aware of the outstanding liens on the Property; and

WHEREAS, the Town's Special Magistrate authorized the foreclosure of the code enforcement liens on the Property in accordance with Section 162.09 Florida Statutes; and

WHEREAS, the Property Owner has proposed to pay the Town a non-refundable amount of 25% of the outstanding code enforcement liens on the property in exchange for the Town's agreement not to move forward with a foreclosure action against the Property as more particularly set forth in the Lien Mitigation and Foreclosure Standstill Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Town may proceed in the future to initiate a foreclosure or collection action against the Property and Property Owner for the remaining 75% of the lien amount due, subject to the Property Owner processing an application through the Town's code enforcement lien reduction process through the special magistrate; and

WHEREAS, the Town Council has reviewed the nature of the code enforcement violations, the amounts of the code enforcement liens, and the liens attaching to the Property that are or may be superior to the Town's liens and has decided that approving the Lien Mitigation and Foreclosure Standstill Agreement is in the best interests of the Town and its residents;

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.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town Attorney and Acting Town Manager to enter into a Lien Mitigation and Foreclosure Standstill Agreement in a form substantially as presented in Exhibit "A".

Section 3. The Acting Town Manager is authorized to utilize proceeds from the payment of 25% of the code enforcement liens to fund other foreclosure actions authorized by the Town Council.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JULY, 2026.

ATTEST:

_____
Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:_____*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:__*
Vice Mayor Manish Sood, Seat 5

_____ *Voted: ___*
Councilmember William "Joe" Stephens, Seat 1

_____ *Voted:___*
Councilmember Anita Kane, Seat 3

_____ *Voted:_____*
Councilmember Paul Coleman II, Seat 4

LIEN MITIGATION AND FORECLOSURE STANDSTILL AGREEMENT

This **LIEN MITIGATION AND FORECLOSURE STANDSTILL AGREEMENT** (this "**Agreement"**) is entered into as of July _____, 2026 (the "**Effective Date**"), by and between **LANTANA HOLDINGS, LLC**, a Florida limited liability company, whose address is 100 N. Federal Highway, Suite 400, Hallandale Beach, Florida 33009 ("**Owner**"), and the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation, whose address is 155 F Road, Loxahatchee Groves, Florida 33470 ("**Town**"). Owner and Town may be referred to individually as a **Party** and collectively as the **Parties**.

RECITALS

WHEREAS, Owner is the fee simple owner of certain real property located at 16169 Southern Boulevard, Loxahatchee Groves, Florida 33470, identified by the Palm Beach County Property Appraiser as Parcel Control Number 41-40-43-36-00-000-1020, as more particularly described on **Exhibit "A"** attached hereto (the "**Property**"); and

WHEREAS, The Town has identified certain alleged or outstanding code enforcement violations affecting the Property in Code Enforcement Case Numbers 23010003 and 23010006 (collectively, the "**Code Enforcement Cases**"); and

WHEREAS, By Notice of Request for Authorization of Foreclosure dated February 13, 2026, the Town advised Owner that liens associated with the Code Enforcement Cases had accrued in the amount of $489,500.00 and continued to accrue at the rate of **$**250.00 per day until full compliance is achieved; and

WHEREAS, The Town's Code Enforcement Special Magistrate authorized the Town to move forward with foreclose of the liens associated with the Code Enforcement Cases at the March 2, 2026 Special Magistrate hearing; and

WHEREAS, The Parties desire to resolve the immediate foreclosure issue, establish the amount to be paid by Owner toward the outstanding liens, and allow Owner a necessary and reasonable period of time to bring the Property into compliance with respect to all outstanding code enforcement violations; and

WHEREAS, The Parties acknowledge that the amount payable under this Agreement shall equal twenty-five percent (25%) of the outstanding liens associated with the Code Enforcement Cases, which the Parties understand to be the maximum amount of reduction or mitigation that the Code Enforcement Special Magistrate can authorize once the Property is in compliance; and

WHEREAS, The Parties enter into this Agreement to memorialize their mutual obligations and understandings.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Owner and Town hereby agrees as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct and are incorporated into this Agreement as material terms.

2. Lien Payment Amount. Owner shall pay to the Town an amount equal to twenty-five percent (25%) of the total outstanding lien balance associated with the Code Enforcement Cases as of the date payment is made under this Agreement (the "**Settlement Payment**"). Based on the lien amount stated in the Town's February 13, 2026 notice, 25% of $489,500.00 equals $122,375.00.

3. Payment Timing and Method. Owner shall deliver the Settlement Payment to the Town within fourteen (14) business days after the later of: (a) the Effective Date; or (b) the Town's written confirmation of the total outstanding lien balance to be used for calculating the Settlement Payment. Payment shall be made by check, wire transfer, or other available funds acceptable to the Town. The Town shall provide written payment instructions to Owner.

4. Application of Payment. The Town shall apply the Settlement Payment solely to the outstanding liens associated with Code Enforcement Case Numbers 23010003 and 23010006. The Settlement Payment shall be treated as payment in full of the reduced and mitigated amount required by the Town with respect to the liens associated with the Code Enforcement Cases, subject to Owner's continuing compliance obligations under this Agreement.

5. Foreclosure Standstill. In consideration of Owner's agreement to make the Settlement Payment and diligently pursue compliance, the Town shall not initiate, authorize, file, prosecute, or otherwise proceed with foreclosure proceedings against the Property based on the liens associated with the Code Enforcement Cases, provided that Owner is not in default under this Agreement.

6. Withdrawal or Continuance of Foreclosure Authorization Request. To the extent the Town's request for authorization to foreclose the liens associated with the Code Enforcement Cases remains pending before the Code Enforcement Special Magistrate, the Town shall either withdraw the request or request that it be continued, stayed, or held in abeyance for so long as Owner is not in default under this Agreement.

7. Reasonable Time to Achieve Compliance. The Town shall allow Owner the necessary and reasonable amount of time to bring the Property into compliance with respect to all outstanding code enforcement violations affecting the Property, including the violations associated with the Code Enforcement Cases. The Parties shall cooperate in good faith to establish a reasonable compliance schedule based on the nature of the required corrective work, permitting requirements, contractor availability, governmental review timelines, weather conditions, and other circumstances reasonably affecting Owner's ability to complete the work. The Town hereby acknowledges that the former tenant (F.E.R.P Holding LLC) was evicted from the Property by the Palm Beach County Sheriff's office on June 4, 2026; therefore, the Property is now in compliance with respect to Code Enforcement Case Number 23010003, related to prohibited use of the Property, as of June 4, 2026.

8. No Additional Foreclosure Based on Existing Violations During Compliance Period. During the compliance period established under this Agreement, and provided Owner is not in default, the Town shall not pursue foreclosure of the Property based on the liens associated with the Code Enforcement Cases or based on the same outstanding violations identified as of the Effective Date.

9. Confirmation of Compliance and Lien Resolution. Upon Owner's completion of the corrective actions required to bring the Property into compliance and payment of the Settlement Payment, the Town shall promptly: (a) inspect the Property; (b) issue written confirmation of compliance if compliance has been achieved; and (c) execute and record, or authorize the recording of, any satisfaction, release, reduction, mitigation order, or other instrument reasonably necessary to evidence resolution of the liens associated with the Code Enforcement Cases in accordance with this Agreement.

10. Authority. Each person signing this Agreement represents and warrants that he or she has full authority to execute and deliver this Agreement on behalf of the Party for whom he or she signs, and that this Agreement constitutes a binding obligation of that Party upon execution by both Parties.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, nationally recognized overnight courier, or email with confirmation of transmission to the addresses below, or to such other address as a Party may designate by written notice.

If to Owner:

Lantana Holdings, LLC
100 N. Federal Highway, Suite 400
Hallandale Beach, Florida 33009

Attn: Moises Benzaquen
Email: moshe@accessopartners.com

With a copy to:

Dwayne L. Dickerson, Esq.
Miskel Backman LLP
5550 Glades Road, Suite 620
Boca Raton, Florida 33431
Email: ddickerson@miskelbackman.com

If to Town:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470
Attn: Town Attorney
Email: jkurtz@loxahatcheegrovesfl.gov

12. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, discussions, understandings, and agreements regarding that subject matter.

14. Amendments. This Agreement may be amended only by a written instrument executed by both Parties.

15. Successors and Assigns. This Agreement shall constitute covenants running with the land, benefiting and burdening the Property and shall be binding on any future owner with respect to the Property or any portions thereof and any person or entity acquiring any interest in the Property. This Agreement shall inure to the benefit of the Owner's legal representatives, successors and assigns.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of competent jurisdiction in Palm Beach County, Florida.

17. Attorneys' Fees. In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees, expert fees, court costs, and litigation expenses from the non-prevailing party, including fees and costs incurred at trial, on appeal, and in any bankruptcy or enforcement proceeding.

18. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

19. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by PDF shall be deemed original signatures for all purposes.

20. Effective Date. This Agreement shall become effective on the date it has been executed by both Parties and any required Town approval has been obtained.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Owner

LANTANA HOLDINGS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Town

TOWN OF LOXAHATCHEE GROVES,
a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form and legal sufficiency:

By: _____
Town Attorney

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FILING AND PROSECUTION OF A FORECLOSURE ACTION RELATING TO OUTSTANDING TOWN CODE ENFORCEMENT LIENS ON THE PROPERTY LOCATED AT 16169 SOUTHERN BOULEVARD, LOXAHATCHEE GROVES, FLORIDA IN PALM BEACH COUNTY FLORIDA; PROVIDNG DIRECTION WITH REGARD TO THE FUNDING AND PAYMENT OF ATTORNEYS FEES AND COSTS ASSOCIATED WITH SUCH ACTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the "Town"), has outstanding code enforcement liens in an amount in excess of $100,000 on the property located at 16069 Southern Boulevard, Loxahatchee Groves, Florida (Property); and

WHEREAS, the owner of Lantana Holdings, LLC (Property Owner) and they are aware of the outstanding liens on the Property; and

WHEREAS, the Town's Special Magistrate authorized the foreclosure of the code enforcement liens on the Property in accordance with Section 162.09 Florida Statutes; and

WHEREAS, the Town Council has reviewed the nature of the code enforcement violations, the amounts of the code enforcement liens, and the liens attaching to the Property that are or may be superior to the Town's liens and has decided that moving forward to file a lawsuit foreclosing the Town's code enforcement liens is in the best interests of the Town and its residents;

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.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town Attorney and the law firm of Weiss Serota Helfman Cole and Bierman to file a lawsuit in the 15th Judicial Circuit in and for Palm Beach County, Florida seeking the foreclosure and collection of amounts due the Town on the basis of the Town's outstanding code enforcement liens for the Property located at 16069 Southern Blvd owned by Lantana Holdings LLC.

Section 3. The Acting Town Manager is authorized to transfer funds necessary to pay attorney's fees, costs and expenses up to an amount of $20,000 to fund the litigation from either the Town's general fund contingency line item or proceeds for the Lien Mitigation and Standstill Agreement approved by Resolution 2026-55.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JULY, 2026.

ATTEST:

_____
Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:_____*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:_____*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:_____*
Councilmember William "Joe" Stephens, Seat 1

_____ *Voted:_____*
Councilmember Anita Kane, Seat 3

_____ *Voted:_____*
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FILING AND PROSECUTION OF A FORECLOSURE ACTION RELATING TO OUTSTANDING TOWN CODE ENFORCEMENT LIENS ON THE PROPERTY LOCATED AT 1300 D ROAD, LOXAHATCHEE GROVES, FLORIDA IN PALM BEACH COUNTY FLORIDA; PROVIDNG DIRECTION WITH REGARD TO THE FUNDING AND PAYMENT OF ATTORNEYS FEES AND COSTS ASSOCIATED WITH SUCH ACTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the "Town"), has outstanding code enforcement liens in an amount in excess of $100,000 on the property located at 1300 D Road, Loxahatchee Groves, Florida (Property); and

WHEREAS, the owner of the property Aniqah and Sohail Qurashi (Property Owner) and they are aware of the outstanding liens on the Property; and

WHEREAS, the Town's Special Magistrate authorized the foreclosure of the code enforcement liens on the Property in accordance with Section 162.09 Florida Statutes; and

WHEREAS, the Town Council has reviewed the nature of the code enforcement violations, the amounts of the code enforcement liens, and the liens attaching to the Property that are or may be superior to the Town's liens and has decided that moving forward to file a lawsuit foreclosing the Town's code enforcement liens is in the best interests of the Town and its residents;

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.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town Attorney and the law firm of Weiss Serota Helfman Cole and Bierman to file a lawsuit in the 15th Judicial Circuit in and for Palm Beach County, Florida seeking the foreclosure and collection of amounts due the Town on the basis of the Town's outstanding code enforcement liens for the Property located at 1300 D Road owned by Aniqah and Sohail.

Section 3. The Acting Town Manager is authorized to transfer funds necessary to pay attorney's fees, costs and expenses up to an amount of $20,000 to fund the litigation from either the Town's general fund contingency line item or proceeds for the Lien Mitigation and Standstill Agreement approved by Resolution 2026-55.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JULY, 2026.

ATTEST:

_____
Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:_____*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:_____*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:_____*
Councilmember William "Joe" Stephens, Seat 1

_____ *Voted:_____*
Councilmember Anita Kane, Seat 3

_____ *Voted:_____*
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-58

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FILING AND PROSECUTION OF A FORECLOSURE ACTION RELATING TO OUTSTANDING TOWN CODE ENFORCEMENT LIENS ON THE PROPERTY LOCATED AT 3138 A ROAD, LOXAHATCHEE GROVES, FLORIDA IN PALM BEACH COUNTY FLORIDA; PROVIDNG DIRECTION WITH REGARD TO THE FUNDING AND PAYMENT OF ATTORNEYS FEES AND COSTS ASSOCIATED WITH SUCH ACTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the "Town"), has outstanding code enforcement liens in an amount in excess of $100,000 on the property located at 3138 A Road, Loxahatchee Groves, Florida (Property); and

WHEREAS, the owner of the Property is Ovidio Duarte and Hazel Jarquin (Property Owner) and they are aware of the outstanding liens on the Property; and

WHEREAS, the Town's Special Magistrate authorized the foreclosure of the code enforcement liens on the Property in accordance with Section 162.09 Florida Statutes; and

WHEREAS, the Town Council has reviewed the nature of the code enforcement violations, the amounts of the code enforcement liens, and the liens attaching to the Property that are or may be superior to the Town's liens and has decided that moving forward to file a lawsuit foreclosing the Town's code enforcement liens is in the best interests of the Town and its residents;

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.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town Attorney and the law firm of Weiss Serota Helfman Cole and Bierman to file a lawsuit in the 15th Judicial Circuit in and for Palm Beach County, Florida seeking the foreclosure and collection of amounts due the Town on the basis of the Town's outstanding code enforcement liens for the Property located at 3138 A Road owned by Ovidio Duarte and Hazel Jarquin.

Section 3. The Acting Town Manager is authorized to transfer funds necessary to pay attorney's fees, costs and expenses up to an amount of $20,000 to fund the litigation from either the Town's general fund contingency line item or proceeds for the Lien Mitigation and Standstill Agreement approved by Resolution 2026-55.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JULY, 2026.

ATTEST:

_____
Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:_____*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:_____*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:_____*
Councilmember William "Joe" Stephens, Seat 1

_____ *Voted:_____*
Councilmember Anita Kane, Seat 3

_____ *Voted:_____*
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-59

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE FILING AND PROSECUTION OF A FORECLOSURE ACTION RELATING TO OUTSTANDING TOWN CODE ENFORCEMENT LIENS ON THE PROPERTY LOCATED AT 1032 HYDE PARK ROAD, LOXAHATCHEE GROVES, FLORIDA IN PALM BEACH COUNTY FLORIDA; PROVIDNG DIRECTION WITH REGARD TO THE FUNDING AND PAYMENT OF ATTORNEYS FEES AND COSTS ASSOCIATED WITH SUCH ACTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the "Town"), has outstanding code enforcement liens in an amount in excess of $100,000 on the property located at 1032 Hyde Park Road, Loxahatchee Groves, Florida (Property); and

WHEREAS, the owner of Eldad Iskovitch (Property Owner) and they are aware of the outstanding liens on the Property; and

WHEREAS, the Town's Special Magistrate authorized the foreclosure of the code enforcement liens on the Property in accordance with Section 162.09 Florida Statutes; and

WHEREAS, the Town Council has reviewed the nature of the code enforcement violations, the amounts of the code enforcement liens, and the liens attaching to the Property that are or may be superior to the Town's liens and has decided that moving forward to file a lawsuit foreclosing the Town's code enforcement liens is in the best interests of the Town and its residents;

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.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town Attorney and the law firm of Weiss Serota Helfman Cole and Bierman to file a lawsuit in the 15th Judicial Circuit in and for Palm Beach County, Florida seeking the foreclosure and collection of amounts due the Town on the basis of the Town's outstanding code enforcement liens for the Property located at 1032 Hyde Park Road owned by Eldad Iskovitch.

Section 3. The Acting Town Manager is authorized to transfer funds necessary to pay attorney's fees, costs and expenses up to an amount of $20,000 to fund the litigation from either the Town's general fund contingency line item or proceeds for the Lien Mitigation and Standstill Agreement approved by Resolution 2026-55.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JULY, 2026.

ATTEST:

_____
Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:_____*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:_____*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:_____*
Councilmember William "Joe" Stephens, Seat 1

_____ *Voted:_____*
Councilmember Anita Kane, Seat 3

_____ *Voted:_____*
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Town Council**

FROM: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Proposed Resolution 2026-60- Florida League of Cities Voting Delegate**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

Each year, the Florida League of Cities (FLC) convenes its Annual Business Meeting during the League's Annual Conference. At this meeting, a designated voting delegate from each member municipality is responsible for voting on policy matters and the League's leadership. To ensure the Town of Loxahatchee Groves has representation in these matters, the FLC has solicited nominations from member municipalities to identify their official voting delegate.

The Town Council is to select a representative from the council to serve as the Town's voting delegate for the upcoming conference. The attached resolution formally nominates and supports the selected Councilmember's appointment as the Town's official voting delegate to the Florida League of Cities.

Recommendation:

Staff recommends that the Town Council adopt ***Resolution No. 2026-60***, thereby nominating and supporting the selected Councilmember to serve as the Town's voting delegate at the Florida League of Cities Annual Business Meeting.

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-60

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida League of Cities has solicited nominations for the Town's Florida League of Cities voting delegate; and

WHEREAS, _____ has indicated an interest and willingness to serve as the Florida League of Cities voting delegate; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves is in full support of _____ to be the Florida League of Cities voting delegate and believes he or she will be an excellent addition to the Florida League of Cities.

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 of the Town of Loxahatchee Groves hereby nominates and supports _____ to be the Town's voting delegate for the Florida League of Cities.

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 immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution was hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___DAY OF _____, 2026.

ATTEST:

_____
Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:_____*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:__*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:___*
Councilmember William "Joe" Stephens, Seat 1

_____ *Voted:___*
Councilmember Anita Kane, Seat 3

_____ *Voted:_____*
Councilmember Paul Coleman II, Seat 4

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *ealcorn@flcities.com*.
Voting delegate forms must be received by the League no later than July 31, 2026.

Attachments: Form Designating Voting Delegate

2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *ealcorn@flcities.com*

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Town Council**

FROM: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Proposed Resolution No. 2026-61- Consideration of Professional Grant Writing and Strategic Grants Planning Services**

Legal Sufficiency: ☒ **Reviewed** ☐ **Not Reviewed**
☒ **Approved** ☐ **Not Approved**

BACKGROUND

The Town of Loxahatchee Groves actively pursues grant funding opportunities to support infrastructure improvements, environmental programs, transportation enhancements, and other community priorities. As grant opportunities continue to expand at the federal, state, and local levels, staff has identified a need for a more intentional and coordinated approach to grant development and submission.

The grant application process is complex and requires extensive research, review of program guidelines, coordination among departments, collection of supporting documentation, preparation of competitive applications, internal review, submission, and ongoing follow-up with funding agencies. While Town staff, consultants, and partner agencies have assisted with grant-related efforts, the Town currently does not have a dedicated professional responsible for managing the grant development process from opportunity identification through application submission and post-submission follow-up.

Historically, staff has encountered challenges associated with:

- Last-minute grant opportunities and compressed application deadlines;
- Limited staff capacity to dedicate sufficient time to grant research and development;
- Lack of specialized grant writing expertise within the organization;
- Reliance on multiple parties assisting with portions of grant applications without centralized coordination;
- Difficulty maintaining a comprehensive inventory of grant opportunities and submission schedules; and
- Limited long-range planning for grant funding opportunities, matching fund requirements, and budget impacts.

As a result, the Town may not be maximizing available grant opportunities that could assist in funding priority projects and reducing reliance on local revenues.

Staff believes the Town would benefit from a more strategic and proactive grants program that focuses not only on writing grant applications, but also on developing a comprehensive grants strategy aligned with the Town's operational, capital improvement, and strategic priorities.

To explore this concept, staff contacted several firms listed within the Florida League of Cities Grant Resource Directory seeking information regarding professional grant consulting services. Langton Associates, Inc. was the only firm that responded and subsequently met with staff to discuss the Town's current grant environment, challenges, opportunities, and future funding goals.

Langton Associates, Inc. is a Florida-based grant consulting firm that has provided grant research, grant planning, grant development, and grant administration services to local governments and public agencies for more than 45 years. According to the firm's proposal, Langton has assisted municipalities, counties, and other governmental entities in securing more than $1.6 billion in grant funding and currently provides grant services to numerous Florida local governments.

Rather than focusing solely on individual grant applications, the proposed approach emphasizes establishing a sustainable grants program for the Town through the following steps:

1. Funding Needs Assessment
   Conduct interviews with Town leadership and departments to identify priority projects, operational needs, capital improvements, and funding opportunities.

2. Strategic Grants Plan
   Develop a one- to two-year grants strategy that identifies targeted funding opportunities, anticipated grant cycles, project readiness requirements, and submission priorities.

3. Grant Inventory and Calendar
   Create and maintain a grant inventory that identifies eligible grant programs, anticipated deadlines, estimated award amounts, matching fund requirements, and competitiveness assessments.

4. Grant Research and Development
   Provide ongoing research, grant identification, application preparation, coordination, submission assistance, and follow-up activities.

5. Financial Planning Support
   Develop a funding forecast to assist the Town in identifying potential grant-related expenditures, matching fund requirements, consultant costs, and project implementation considerations to better inform future budget development.

This approach would allow the Town to transition from a reactive grant application process to a proactive funding strategy designed to increase competitiveness and long-term success.

Grant Administration Services

It should be noted that the proposed agreement is limited to pre-award grant services, including funding needs assessment, strategic grants planning, grant research, grant development, application preparation, submission, and follow-up activities related to grant applications. The proposed services do **not** include post-award grant administration, grant compliance, reimbursement requests, reporting requirements, project monitoring, procurement compliance, or grant closeout activities.

Post-award grant administration is a specialized service that would require a separate scope of work and agreement. Depending on the grant program, the Town may have the opportunity to include grant administration costs as an eligible expense within future grant applications, thereby reducing or eliminating the impact to local funds.

Should the Town be successful in securing grant funding and determine that outside grant administration assistance is needed, staff can evaluate available options and return to the Town Council with recommendations. Due to the nature and potential cost of such services, a formal competitive procurement process may be required in accordance with the Town's Purchasing Policy. Staff anticipates that this discussion would be most beneficial after completion of the Funding Needs Assessment and Strategic Grants Plan, when the Town has identified its priority projects, anticipated grant opportunities, and long-term funding strategy.

FISCAL IMPACT

The proposed agreement would result in an estimated expenditure of approximately $6,000 through September 30, 2026.

Funding for this service is not currently included within the adopted budget. Should the Town Council support this initiative, staff recommends utilizing available Contingency Funds for the remainder of Fiscal Year 2025-2026.

Staff believes this investment represents an opportunity to establish a structured grants program that may increase the Town's ability to secure outside funding and leverage limited local resources to advance Council priorities.

STAFF RECOMMENDATION

Staff recommends that the Town Council discuss the Town's current grant development process and consider authorizing the Acting Town Manager to execute the Professional Services Agreement with Langton Associates, Inc. for grant writing and strategic grants consulting services.

Should the Council approve the agreement, staff's initial objective will be to complete a comprehensive Funding Needs Assessment and Strategic Grants Plan that identifies priority projects, anticipated grant opportunities, funding requirements, and a one- to two-year grant submission strategy for future Council consideration.

ATTACHMENTS

1. Grant Writing and Consulting Services Proposal – Langton Associates, Inc.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-61

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN AGREEMENT WITH LANGTON ASSOCIATES, INC., RELATING TO GRANT WRITING AND CONSULTING SERVICES; PROVIDING FOR THE FUNDING OF AGREEMENT IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS ($10,000) TO BE FROM THE TOWN'S GENERAL FUND CONTINGENCY LINE ITEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has need for services seeking, writing and monitoring grants available from other governmental and private entities and agencies; and

WHEREAS, Langton Associates, Inc. provides grant funding needs analysis and strategic plans and grant development services at a cost of $2,000 a month; and

WHEREAS, the Section 2-133(b)(1) of the Town's Code of Ordinances provides for exemptions from competitive selection requirements for professional services such as those offered by Langton Associates, Inc., so the Acting Town Manager is not required to solicit competitive bids or quotes for such services; and

WHEREAS, the Acting Town Manager recommends the retention of Langton Associates, Inc., for the remainder of the fiscal year as set forth in the attached professional service agreement, Exhibit "A"; and

WHEREAS, during the budgetary process the Town Council has set aside $173,000 in a contingency line item with the General Fund; and

WHEREAS, funds cannot be expended from the contingency line item without prior approval of the Town Council; and

WHEREAS, no previously appropriated funds are available for expenditures contemplated in the proposed agreement with Langton Associates, Inc.; and

WHEREAS, the Town Council has determined that approving the agreement with Langton Associates, Inc and appropriating $10,000 to fund the agreement for the remainder of the fiscal year from the General Fund contingency line item serves a valid public purpose.

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 authorizes the Town Manager enter into the Agreement with Langton Associates, Inc. attached hereto as Exhibit 'A" and to transfer and expend an amount not to exceed ten thousand dollars ($10,000) from the contingency line item in the General Fund budget for the purpose of funding the cost of the Agreement.

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 adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____seconded the motion, and upon being put to a vote, the vote was as follows:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JULY, 2026.

ATTEST:

_____
Acting Town Clerk

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:___*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:__*
Vice Mayor Manish Sood, Seat 5

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

_____ *Voted:__*
Councilmember William "Joe Stephens, Seat 1

_____ *Voted:__*
Councilmember Anita Kane, Seat 3

_____ *Voted:_*
Councilmember Paul Coleman II, Seat 4

Contract Number: PSA2026-18TA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation ("Town"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **Langton Associates, Inc.,** a corporation authorized to do business in Florida ("Consultant"), with a principal address of _____.

RECITALS

WHEREAS, the Town is a Florida municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding grant writing and consulting services (the "Services") in accordance with this Agreement; and

WHEREAS, the Consultant has the experience and skills necessary and desires to provide such Services in accordance with this Agreement; and

WHEREAS, pursuant to Section 2-133(b)(1) of Article V "Procurement" of Chapter 2 "Administration" of the Town's Code of Ordinances, certain professional services are exempt from competitive bidding, and the Town desires to enter into a professional services agreement with Consultant for the provision of Services; and

WHEREAS, the Town finds this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide the Services to the Town as directed by the Acting Town Manager. The general scope of the Services as set forth in Exhibit A attached hereto and incorporated herein.

SECTION 3: TERM, TIME AND TERMINATION.

a. **Term**. The term of this Agreement shall commence on July 7, 2026, and end unless earlier terminated as stated herein.
b. **Time for Completion**. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and the scope of Services set forth in **Exhibit A**.

c. **Force Majeure**. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. **Termination without cause**. The Town may terminate this Agreement at any time with or without cause by giving not less than fifteen (15) calendar days written notice of termination.

e. **Termination for cause**. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have five (5) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) business days, then this Agreement may be terminated by notice sent by the non-breaching party to the other party at the end of the five (5) day period.

f. **Early Termination**. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

3. Continue and complete all parts of the services that have not been terminated.

g. **Effect of Termination**. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination. The Town shall pay Consultant for all services performed under this Agreement through the date of termination.

h. **Termination for Non-appropriation**. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. In the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal

year to pay costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are or are estimated by the Town to be insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify the Consultant of such occurrence.

SECTION 4: COMPENSATION.

a. **Payments** The Town agrees to pay Consultant $2000.00 per month for time spent on services provided that the a total amount not-to-exceed Twenty Four Thousand, Nine Hundred Ninety Dollar and no cents ($24,999.00) for all Services during the term of this Agreement, as further described in **Exhibit A**.

b. **Invoices**. The Consultant shall render an invoice to the Town, monthly, for services in accordance with this Agreement. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. **Tax**. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 5: WARRANTY/GUARANTEE. The Consultant warrants that the services provided under this Agreement will be performed to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The Town shall not be responsible for the payment of any costs or fees incurred by the Consultant for the Consultant's correction of any errors in the services performed. Promptly after receipt of notice from the Town, the Consultant shall correct all defective services and/or perform such services again at no additional expense to the Town.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense, and shall require any subconsultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the 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.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's

Compensation Law" of the State of Florida and all applicable Federal Laws. However, if the Consultant qualifies for an exemption under the Florida Workers' Compensation Law, the Consultant may be exempt from the requirement to carry Worker's Compensation Insurance. In such cases, the Consultant must provide the proper exemption documentation issued by the Florida Department of Financial Services.

b. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

c. Commercial General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements.

1. Premises and/or Operations

2. Independent Contractors

3. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.

4. Contractual Coverage applicable to this specific Agreement.

5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

d. 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..

e. Professional Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that subconsultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Cyber Liability with limits not less than $1,000,000 per occurrence or claim,$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

g. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of

cancellation and/or restriction. The "Town its elected officials, officers, employees, and attorneys" shall be named as an additional insured as to Consultant's liability on policies referenced in this Section other than workers' compensation coverage. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

h. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

i. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

j. Consultant shall insure that subconsultants used for any portion of the services maintain the same insurance as is required of the Consultant herein.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable 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 Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 12: SUBCONSULTANTS. The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

SECTION 13: SUCCESSORS AND ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 16: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, rules and regulations including all Codes and Ordinances of the Town as amended from time to time.

SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs except as required by law or by order of a court with jurisdiction.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false

certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (return receipt requested), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Valerie Oakes, Acting Town Manager
155 F Road
Loxahatchee Groves, FL 33470.
All invoices shall be sent to billing@loxahatcheegrovesfl.gov

and if sent to the Consultant, shall be sent to:

Michael Langton, President
Langton Associates, Inc.
5627 Atlantic Boulevard, Suite 4
Jacksonville, FL 32207

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Manager.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 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 Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents 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 a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, **Exhibit A** (Scope of Services), and **Exhibit B** (Rate Schedule). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and

conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (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 subconsultants' new employees.

b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens.

c. Maintain copies of all subconsultant affidavits for the duration of this Agreement.

d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.

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

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public 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 the Town because of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and 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 Agreement and following completion of this Agreement if the Consultant 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, PRRQ@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 40: PROHIBITED PREFERENCES. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political,

or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

SECTION 41: HUMAN TRAFFICKING. Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 42: NO LIEN RIGHTS. The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

SECTION 43: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 44: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

CONSULTANT: **LANGTON ASSOCIATES, INC**

_____
Michael Langton, President

STATE OF _____
COUNTY OF _____

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2026, by Michael Langton, President, Langton Associates Inc. corporation authorized to do business in the State of Florida, and who is personally known to me or [ ] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and that she or he is duly authorized to execute the foregoing instrument and bind Langton Associates, Inc. to the same.

[Notary Seal]

_____
Notary Signature

TOWN OF LOXAHATCHEE GROVES

By:_____
Valerie Oakes, Acting Town Manager

ATTEST:

_____
Kenthia White, Acting Town Clerk

Approved as to form and legal sufficiency:

_____
Town Attorney

CONSULTING AGREEMENT
GRANT WRITING AND GRANT CONSULTING

This consulting agreement made on this _____ day of June 2026, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and Town of Loxahatchee Groves, hereinafter referred to as "Client" on the following terms and conditions:

RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering consulting support to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, Client is in need of professional services of consulting for the purpose of obtaining various governmental grants and assistance offered by various governmental agencies and bodies, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services rendered and to establish the guidelines for consulting work to be performed.

IT IS THEREFORE agreed as follows:

1. Langton agrees to provide professional consulting services to Client to provide professional grant writing and consulting services as described in "**Exhibit A: Services Proposal"**. Langton agrees to exercise its best efforts to procure grant funding for Client. It is understood, however, that Langton cannot guarantee our services will result in a funding award.

2. In exchange for Langton performing these services as established herein and devoting his time, Client agrees to pay Langton professional fees in the amount of **$2,000.00** per month through the end of the contract term. Payments should be within 30 days of receiving an invoice from Langton.

3. Contract Term: This Agreement shall commence upon the date above and continue through September 30, 2026 with the option to renew for an extended term with written approval of the Town Manager.

4. Langton agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

A. As to Langton:

Michael Langton, President
Langton Associates, Inc.
PO Box 37007
Jacksonville, Florida 32236-7007

B. As to Client:

Valerie Oakes, Acting Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

6. Should litigation be necessary to enforce any provision of this agreement then the prevailing party shall be entitled to recover a reasonable attorney's fee from the other side.

ATTEST: LANGTON ASSOCIATES, INC.

_____

BY: _____

Michael Langton, President

DATE: _____

ATTEST: TOWN OF LOXAHATCHEE GROVES

_____

BY: _____

Valerie Oakes, Acting Town Manager

Langton CONSULTING

Services Proposal: Grant Writing and Consulting Services

Town of Loxahatchee Groves, Florida

Langton Associates, Inc.
5627 Atlantic Boulevard, Suite 4
Jacksonville, Florida 32207

Mailing Address: PO Box 37007
Jacksonville, Florida 32236-7007

Authorizing Official:
Michael Langton, *President*
(904) 614-9861
mlangton@langtonconsulting.com

Contracting Agent:
Heather Pullen, SR. Public Affairs Consultant
(904) 477-3164
hpullen@langtonconsulting.com

Cover Letter

June 18, 2026
Town of Loxahatchee Groves
Attn: Acting Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

RE: Services Proposal - Grant Writing & Consulting Services

Dear Madam Town Manager Oakes:

Langton Consulting is pleased to submit a services proposal for the opportunity to provide Grant Writing and Consulting Services to the Town of Loxahatchee Groves.

Langton is a Jacksonville-based, Florida corporation specializing in strategic grants planning, grant research, grant application development and submission and post-award grant administration services. We have been serving Florida counties and municipalities for more than 45 years. The team we put together to provide these services has been carefully selected based on your grant funding needs and their expertise in grant compliance to ensure the successful implementation of grant funding.

Advantages of choosing Langton Consulting

- We are Florida's oldest and largest Grant Writing Firm because of our client history and geographic reach state-wide.
- We are a Florida-centric business - we have a firm understanding of the funding landscape and the people who provide the funding.
- We have secured over $1.6 billion in Federal and State grant funding for our Florida clients.
- We have dedicated grant professionals who are invested in seeing your funding goals and objectives be achieved.

We thank you for this opportunity to provide grant writing and consulting services to your community! We hope that our qualifications and passion for achieving your funding goals meet your preferences and expectations and we look forward to building a partnership with you.

Sincerely,

Michael Langton

President/Executive Officer
Langton Associates, Inc.

General Firm History

FIRM HISTORY AND BACKGROUND

Langton Consulting has provided professional grant consulting services to our clients since 1981. Michael Langton, the firm's President, began the firm after working in the grants industry for both public and private agencies. After establishing the firm, Langton became familiar with the funding side of grants in his service as a member of the Florida House of Representatives. Langton Consulting, Florida's oldest and largest public affairs consulting firm, is comprised of a professional team with a combined total of over 100 years in the grants business. Within the last five years, our efforts have secured more than **$921.1 million** for our clients to fund both ongoing programs and new initiatives. During over **45 years** of service, the amount of client awarded grants exceeds $1.6 billion. To date, our team has successfully administered over **$394.9 million** in Federal and State grant funding.

During more than **45 years** of service, the amount of client awarded grants exceeds **$1.6 billion**. To date, our team has successfully administered over **$394.9 million** in Federal and State grant funding.

Langton Consulting is Florida's oldest and largest public affairs firm specializing in strategic grants planning, grant development and submission, and grant administration services because of our vast Client history. To date, we have contracted with 97 agencies across Florida and Southern Georgia to provide these services in a wide-variety of grant categories.

1 State Agencies	25 Counties	44 Municipalities	1 Healthcare	3 Higher Education
2 School Districts	4 Electric Cooperatives	10 Non-profit Orgs	5 For-profit Orgs	2 CRAs

Firm History

SERVICES WE OFFER

Grant Research

At Langton Consulting, grant research is both a science and an art, rooted in strategy, responsiveness, and innovation. Our approach to identifying funding opportunities begins with a thorough understanding of each client's specific needs and priorities, established through structured interviews, Funding Needs Analysis, and the development of Strategic Grants Plans. These foundational tools guide us in conducting targeted, high-impact grant research that positions clients for long-term success.

Individualized, Strategic Grant Research

We understand that grant funding landscapes are dynamic, and so are our clients' ideas. Whether pursuing planned capital improvements, responding to emerging legislative initiatives, or exploring creative community programming, our consultants deliver highly customized grant research aligned with real-time client priorities.

This includes:

- **In-depth, project-specific research** tailored to unique client goals.
- **Ongoing, on-demand research** for emerging priorities and creative ideas.
- **Cross-sector expertise** in infrastructure, housing, environment, education, economic development, and more.
- **Direct communication with funding agencies** to anticipate upcoming opportunities not yet formally announced.

Grant Inventories & Funding Strategies

In addition to real-time grant identification, Langton delivers comprehensive Grant Inventories, living documents that catalogue viable federal, state, and private opportunities for each client. Key features of Langton's Grant Inventories include:

Client-Specific Filtering: Every opportunity is vetted for direct client eligibility—no generic lists or irrelevant programs.

Strategic Categorization: Inventories are organized by sector (e.g., infrastructure, housing, health, education), priority level, and forecast status.

Action-Oriented Insights: Each entry includes relevant deadlines, estimated award amounts, match requirements, and agency trends, along with consultant notes on competitiveness and fit.

Collaborative Format: Delivered in an interactive Excel format, the inventory is built for working meetings, cross-department planning, and grant calendar development.

Funding Strategy Integration: Inventories serve as the foundation for multi-year grant strategies, capital improvement planning, and crosswalks with agency funding cycles.

Clients often use these inventories to:

- Support internal budget decisions and project sequencing.
- Communicate grant plans to leadership or elected officials.
- Plan coordinated submissions across multiple departments or jurisdictions.
- Proactively prepare for high-impact opportunities before they are announced.

These tools position clients not just to **find** grants, but to **win** them, backed by clear alignment, planning, and readiness.

Firm History

SMARTGrants™ - A Monitoring Tool

Launched in 2009, SMARTGrants™ is a bi-weekly publication created by Langton's consultants to address client needs during a period of economic constraint and rising costs for subscription-based grant databases. Designed as a lightweight monitoring tool, SMARTGrants™ helps clients stay aware of newly released and upcoming opportunities across federal, state, and philanthropic sources.

Each issue includes:

- Brief summaries of newly available grant programs.
- Deadlines, eligibility notes, and estimated award ranges.
- A forecast calendar that flags future opportunities on the horizon.
- Notes on relevant Executive Office or Congressional funding developments.

SMARTGrants™ is offered:

- At no additional cost to retainer Grant Writing Services clients.
- As a low-cost add-on for non-retainer clients seeking regular updates.
- With unlimited distribution to client teams and departments.

Importantly, SMARTGrants™ is not a substitute for tailored research or strategic planning. It is best used as a broad awareness tool, allowing clients to scan the most current opportunities in a matter of minutes.

Firm History

Grant Development

Our *Grants Development Division*, led by executive grant professional Michael Langton, President, has provided grant writing services to sixty-eight (68) Florida local governments to date. Our services have procured over **$921.1 million** in funding to our clients in the last five years, and over **$1.6 billion** since 1981. Unlike other firms that only specialize in specific program areas such as engineering, housing, or community development, we offer knowledge and expertise in a broad range of Federal and State agency programs. Our grant professionals are continuously updated on the status of established funding sources as well as new programs through professional events, conferences, publications, access to a complete database of state and federal programs, and personal contact with key legislative staff members. Our network of contacts in Washington, D.C. and Tallahassee, Florida, as well as our proximity to Tallahassee, enable us to provide our clients with the most accurate, up-to-date information and resources available.

Our Grants Development Division specializes in the following program areas:

- EDA Build Back Better Regional Challenge
- CDBG & HOME Programs
- ReBuild Florida Hazard Mitigation Programs
- ARPA State and Local Fiscal Recovery Fund
- CARES Emergency Rental Assistance and ERA1 Program
- Broadband programs
- Recreation, Parks and Trails
- Community Development
- Human services including seniors and youth
- Bipartisan Infrastructure Law
- Economic Development and Workforce Development
- Emergency Management
- Energy Conservation, Efficiency, and Sustainability
- Environmental Protection
- Hazard Mitigation
- Health and Human Services
- Historic Preservation
- Homeland Security
- Land Acquisition
- Parks and Recreation
- Public Safety
- Transportation
- Cultural Institutions
- Rural Communities

Technology

Experience with using Federal and other grant program management systems and data collection resources

Our grants development and grants administration professionals are skilled and trained on utilizing a very wide variety of online grant management and data collection resources to develop & submit grant applications and implement awarded projects. The list provided above includes, but is not limited to, the specific resources that we use on a daily basis.

Navigating Grants Development and Grants Administration with the use of AI

Utilizing AI tools like Claude AI (Anthropic), ChatGPT and Gemini has transformed our approaches to grant development and grants administration. By streamlining research processes, automating routine tasks, and enhancing proposal development, we have fostered a collaborative, innovation-driven environment that delivers measurable improvements in productivity and proposal success rates. Our access to and usage of AI tools has enabled the team to handle increased workloads with precision while maintaining the highest quality standards.

Firm History

OFFICE LOCATIONS

Office Headquarters - Jacksonville, Florida

Seven (7) full-time grant professionals are based at our main office headquarters located at 5627 Atlantic Boulevard, Suite 4 Jacksonville, Florida 32207. We have been providing professional grant consulting services to our Florida clients from Jacksonville, Florida for the entire 45 years in business. We perform most grant writing tasks remotely, but are available to attend on-site meetings upon the request.

Satellite Office - Sarasota, Florida

Due to the increased demand for our services in Southwest Florida over the last few years, we decided to open a satellite office located at 4984 Mahogany Run Avenue Sarasota, Florida 34241 in 2024. One (1) full-time grant professional, Authorizing Official Michael Langton, performs grant writing tasks remotely from this office location periodically.

Continuing Education and Certification Narrative

Our Commitment to Continued Education and Professional Development

Just like the medical field and other vital service industries, consistent growth and education in the ever-evolving grants industry is of the utmost importance to our grant professionals. Our President and Executive Officer, Michael Langton is one of the first members of the Grant Professionals Association, and a founding member of the North Florida Chapter of the Grants Professionals Association (GPA). He has been a Certified Grant Professional through the Grant Professional Certification Institute (GPCI), since 2006, and is an active participant in their annual National conferences.

Our *Grants Development Division* Consultants all maintain active memberships in the Grant Professionals Association in order to better serve our local governments to achieve the highest levels of success possible. We use their subscription-based software called GrantStation to research Federal, State, and Private-Foundation grant opportunities and pass that information to our Clients at no additional charge. Our grants development professionals also frequently attend on-line trainings and webinars on certain grant writing-related topics to incorporate new and innovative techniques used by other grant developers nation-wide into our strategic approaches.

Our Commitment to Florida Local Government

Langton Consulting is a Florida-based, Florida-centric company. We work exclusively in Florida. We know Florida politics, geography, challenges, and the people. We deeply understand and can relate to the needs and interests of Florida local governments and the citizens you serve. NO large, National firms headquartered out of state can match our awareness and sensitivity of the Florida landscape.

"Like all true professionals Grant Writers must regularly engage in Continuing Education and Training to maintain a shape edge and expertise in the industry. That is why all employees of Langton Consulting are active Members of the Grant Professional Association and participate in Annual Conferences, Workshops and training classes offered by GPA through-out the year."

Michael Langton | *President, Langton Consulting*

Organizational Chart for Grants Development Division

EXECUTIVE OFFICER

Michael Langton
President

Roles:
Marketing and Contracts
Client Management
Consultant Oversight
Sub-Consultant Oversight

GRANTS DEVELOPMENT DIVISION

Roles:
Funding Needs Analysis
Strategic Grants Planning
Grant Research
Grants Development & Submission

Krysten Bennett
Senior Public Affairs Consultant

Roles:
Client Engagement and Grant Strategy

GRANT PROFESSIONALS

Taylor Beck
Public Affairs Consultant

Roles:
Funding Needs Analysis
Strategic Grants Planning
Grant Research
Grants Development & Submission

Christine Lane
Senior Public Affairs Consultant

Roles:
Funding Needs Analysis
Strategic Grants Planning
Grant Research
Grants Development & Submission

Ashley Grow
Public Affairs Consultant

Roles:
Funding Needs Analysis
Strategic Grants Planning
Grant Research
Grants Development & Submission

Alexis Beck
Grant Writer/Office Administrator

Role:
Grant Development & Submission

Heather Pullen Glick
Senior Public Affairs Consultant

Roles:
Lead Grant Administrator
Grants Consulting
Grants Development & Submission

Becky Landry
Public Affairs Consultant

Role:
Grants Development & Submission

SUB-CONTRACTOR

DISASTER RECOVERY SERVICES

Roles:
Benefit Cost Analysis

GRAPHIC DESIGN

rls GROUP

Grant Successes

List of successfully submitted grant applications by Grant Professional

Michael Langton, President/Executive Officer
Client Lead for Village of Islamorada

Assistant Lead:
Alexis Beck, Grant Writer

Client: Village of Islamorada (2025 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
Water Quality Grants – FKACSC	FDEP	Water Quality	45 and Canal 146 Restoration Project	$3,200,000
Resilient Florida Implementation Grant	FDEP	Infrastructure	Sea Oats Beach Shoreline Restoration Project	$1,600,000
FY26/27 Coastal Partnerships Initiative	FDEP	Coastal Restoration	Village of Islamorada Public Access and Recreation Signage	$29,424
EMS Matching Grant	FL DOH	Emergency Management	Islamorada Rural EMS Equipment Application	$11,211.90
EMS Matching Grant	FL DOH	Emergency Management	Islamorada Rural EMS Training Application	$6,240
Our Town	NEA	Arts & Culture	Village of Islamorada Cultural Plan	$42,500
Public Transit Service Development	FL DOT	Transportation	On-Demand Public Transit in Islamorada	$276,665
T-Mobile Hometown Grant	T-Mobile	Arts & Culture	Ready to Dance	$50,000.00

Grant Successes

List of successfully submitted grant applications by Grant Professional

Taylor Beck, Public Affairs Consultant
Client Lead for Orange County, Osceola County, and City of Arcadia

Client: Orange County, Florida (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
EDA Disaster Supplemental	EDA	Infrastructure	Utilities Pump Station	$3,000,000
Urban Community Forestry	FL DOA	Agriculture	Green Canopy Initiative	$72,100
PROTECT-Planning	US DOT	Transportation	Real-Time Flood Predictive Modeling	$1,000,000 awarded
Innovative Water Workforce Development	EPA	Workforce Development	H20 Pipeline- Classroom to Career	$381,575.62
FY24 RAISE	FDOT	Transportation	Edgewater Drive Communities to Corridors	$9,000,000
FY24 RAISE	FDOT	Transportation	International Drive Pedestrian Overpass	$16,000,000
FY24 RAISE	FDOT	Transportation	Woodbury Road Community Mobility, Safety and Resilience	$16,000,000
Climate Pollution Reduction Grant	EPA	Environmental	Clean Commute Orange County	$34,418,477
319/State Water Quality Grants	FDEP	Water Quality	Wekiva Pond 6794 Retrofit	$665,000
319/State Water Quality Grants	FDEP	Water Quality	Siplin Pond 6749 Retrofit	$140,000 awarded
319/State Water Quality Grants	FDEP	Water Quality	Shingle Creek Pond Retrofit	$60,500 awarded
SMART Stage 1 Grant	USDOT	Transportation	Orange County Safe Strides Initiative	$1,480,000
Safe Streets and Roads for All	FDOT	Transportation	Orange County's Targeted Safety Solutions	$853,723 awarded

Client: Osceola County, Florida (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
Florida Job Growth Grant Fund	Florida Commerce	Infrastructure	NeoCity Multi-Use Lab Facilities	$17,508,050 awarded
Office of Broadband Capital Project Fund	Florida Commerce	Infrastructure	Osceola County Technology Center	$4,000,000 awarded
Special Category	Florida Department of Historic Resources	Infrastructure	Phase 1 Osceola County Historic Courthouse Preservation	$523,187 awarded
Charging and Fueling Infrastructure	USDOT	Transportation	East US 192 EV Community Charging Hub	$6,461,847
FY25 RAISE	USDOT	Transportation	Buenaventura Boulevard Complete Streets Projects	$12,086,496
Build Back Better Regional Challenge	EDA	Technology Infrastructure	NeoCity Semiconductor Expansion	$50,800,000 awarded

Grant Successes

Client: City of Arcadia, Florida (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
HMGP	FDEM	Hazard Mitigation	Police Annex Bldg; Wind Retrofit	$18,164.40
HMGP	FDEM	Hazard Mitigation	Police Annex Bldg; Generator	$25,487.40 awarded
Water Quality Improvement Grant	FDEP	Water Quality	City of Arcadia WWTP Replacement Phase 1	$19,868,000 awarded
Rural Infrastructure Fund	Florida Commerce	Infrastructure	Arcadia Municipal Airport Utility Extension	$1,756,545 awarded
Farmers Market Promotion Program	USDA	Agriculture	Desoto Feeds Desoto	$250,000
Resilient Florida	FDEP	Infrastructure	12th Avenue Water Main Replacement	$1,300,000
CDBG-DR	Florida Commerce	Disaster Recovery	HMGP Matching Funds	$8,338.73 awarded
Watershed Planning Program	FDEM	Planning	Watershed Master Plan Updates	$150,000

List of successfully submitted grant applications by Grant Professional

Christine Lane, Senior Public Affairs Consultant
Client Lead for City of Jacksonville and City of Key West

Client: City of Jacksonville, Florida (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
Charging and Fueling Infrastructure	USDOT	Infrastructure	Duval County Phase 1 EV Charging Initiative	$2,829,740
AFG	FEMA	Emergency Management	CO2 Extractor & EMT to Paramedic Training Program	$1,899,272
Innovative Finance and Asset Concessions Grant Program	USDOT	Infrastructure Planning	LaVilla Transit Innovation and Equity Project	$1,250,000
Readiness and Recreation Initiative Grant Program	FDEP	Park Development	Sherman Creek Park (Acquisition)	$660,000
Abandoned African-American Cemeteries Grants	FDHR	Historic Preservation	Protecting and Restoring Sunset Memorial Cemetery's African American Heritage and Historical Significance	$50,000

Grant Successes

Client: City of Key West, Florida (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
Florida Keys Area of Critical State Concern Grant Program	FDEP	Infrastructure	Key West Treatment Plant Solids Dewatering Upgrades	$1,096,134
Florida Defense Infrastructure Grant Program	Florida Commerce	Infrastructure	Bahama Village Community Center Final Resilience Hub Improvements	$1,000,000
Port Security Grant Program	FEMA	Emergency Management	Fortifying Key West: Strengthening Port Security with Mobile Command and Connectivity	$944,819
Florida Defense Infrastructure Grant Program	Florida Commerce	Infrastructure	Bahama Village Resilience Hub	$500,000
Installation Readiness	Office of Local Defense Community Cooperation	Resilience Planning	Wastewater Treatment Plan Resiliency Plan	$404.460

List of successfully submitted grant applications by Grant Professional

Heather Pullen Glick, Senior Public Affairs Consultant
Client Lead for Franklin County and Riviera Beach CRA

Client: Franklin County, Florida (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
RESTORE Act Direct Component Program	Treasury	Infrastructure	County-wide Dune Restoration Project	$1,625,278
RESTORE Act Direct Component Program	Treasury	Infrastructure	St. George Island Stormwater Improvements	$4,144,213
2022 Disaster Water Grant	USDA	Infrastructure	Franklin County Municipal Landfill Transfer Station	$6,755,606

Client: Lake Worth Beach CRA and Riviera Beach CRA (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
PRO Housing Program	HUD	Housing	Pathways Home: Neighborhood Housing Solutions for Palm Beach County	$10,000,000
PRO Housing Program	HUD	Housing	Pathways Home: Neighborhood Housing Solutions for Palm Beach County	$4,400,000
Community Foundation Grant	Community Foundation of PBC	Housing	Villas of Solana Project Management	$75,000

Grant Successes

List of successfully submitted grant applications by Grant Professional

Ashley Grow, Public Affairs Consultant
Client Lead for City of Panama City, Hendry County, and Bay District Schools (Bay County)

Client: City of Panama City, Florida (2023-Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
PROTECT-Planning	USDOT	Infrastructure Planning	Carl Gray Park Shoreline Stabilization and Resilience	$250,000
T-Mobile Hometowns	T-Mobile	Infrastructure	Henry A. Davis Park Shade Infrastructure Project	$50,000
National Coastal Resilience Fund	NFWF	Infrastructure Planning	West Beach Drive Shoreline Stabilization	$250,000
Florida Recreation Development Assistance Program	FDEP	Park Development	Oakland Terrace Park Fence Replacement	$150,000

Client: Hendry County, Florida (2023 - Present)				
GRANT PROGRAM	GRANTOR	GRANT CATEGORY	PROJECT	REQUEST AMOUNT
Caloosahatchee Water Quality Improvement Grant	FDEP	Infrastructure	Port LaBelle Utilities Gravity Sewer System-Phase III	$1,750,000
Caloosahatchee Water Quality Improvement Grant	FDEP	Infrastructure	Port LaBelle Wastewater Treatment Plant	$38,000,000
Caloosahatchee Water Quality Improvement Grant	FDEP	Infrastructure	Pollywog Creek Erosion Control	$200,000
Mobile Integrated Healthcare-Community Paramedicine	FDOH	EMS Innovation	Community Healthcare Program Implementation	$200,000

Professional References

Current Grant Writing Services Clients

Client Name:
City of Key West

Project Manager:
Carolyn Sheldon, *Senior Grants Admin.*

Address:
1300 White Street
Key West, Florida 33040

Phone:
(305) 809-3741

E-mail:
csheldon@cityofkeywest-fl.gov

Description of services provided:

Funding Needs Analysis, Grant Research, Grant Development and Submission, General Technical Assistance on Grant Consulting

Time Period of the Project or Contract:
2013 - 2016; 2019 - present

Total annual amount of contract:
$70,217.64

"Just a comment for the public, we have an opportunity to meet with these two incredibly knowledgeable women from Langton every year and they basically ask for our wish list, what we would like help with on grant funding, and they truly are some of the most knowledgeable people that I have ever met in grant funding and kudos to Carolyn who pulls it all together and gets it done and monitors it through completion. So we've got a great team here, and thank you so much for the presentation tonight."

Teri Johnston | *Former Mayor, City of Key West, Florida*

Professional References

Client Name:
City of Jacksonville

Project Manager:
Tracye Polson, *Director of State and Federal Advocacy and Public-Private Partnerships*

Address:
117 W Duval St, Suite 400
Jacksonville, Florida 32202

Phone:
(904) 255-5030

E-mail:
tpolson@coj.net

Description of services provided:

Funding Needs Analysis, Grant Research, Grant Development and Submission, General Technical Assistance on Pre-Award and Post-Award Activities

Time Period of the Project or Contract:
September 2023 - present

Total annual amount of contract:
$115,000.00

"Congratulations, team! You all are amazing! Thanks so much for all the effort!"

Tracye Polson | *Director of State and Federal Advocacy and Public-Private Partnerships*

Professional References

Client Name:
City of Arcadia

Project Manager:
Elizabeth Carsten, *City Administrator*

Address:
23 N Polk Avenue
Arcadia, Florida 34266

Phone:
(863) 494-4114

E-mail:
ecarsten@arcadia-fl.gov

Description of services provided:

Funding Needs Analysis, Strategic Grants Plan, Grant Research, Grant Development and Submission, and General Technical Assistance on Grant Consulting

Time Period of the Project or Contract:
2017 - present

Total annual amount of contract:
$52,500.00

"We could not be more thrilled with the grant writing services provided by Langton Consulting! They got us a much needed $19,868,000 grant through the Florida Department of Environmental Protection Water Quality Improvement Program for a complete replacement of the existing William Tyson Waste Water Treatment Plant!"

Elizabeth Carsten | *City Administrator, City of Arcadia, Florida*

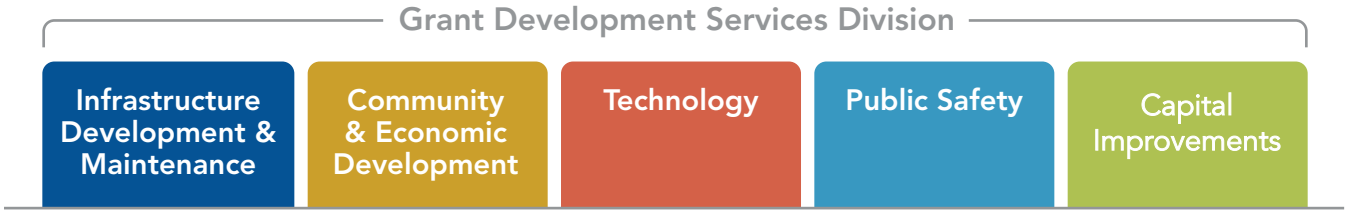
Technical Approach Grant Writing Services

Understanding the Scope of Work and our Customized Approach

Our *Grant Development Services Division* is prepared to immediately provide the necessary and appropriate skills to undertake the tasks of funding needs analysis, strategic grants planning, grant research and grant development with professionalism and vigor as exemplified by our 45 years of successful procurement of over **$1.6 billion** in Federal, State and private foundation grants.

We customize our project approach to the specific needs, interests, and talents of your Team in seamlessly blending with **Langton Consulting's** professionals to achieve a cost efficient, timely and successful funding of your project needs, goals and objectives.

Our customized technical approach takes into consideration each Florida local government's geographical location, size and unique characteristics that makes the community or communities eligible for additional funding opportunities.



Understanding the Scope of Work

As experts in the grants industry, our primary focus is securing grant funding for our clients. Our general philosophy is n*o grant is too small, or too large and grant development should be UNLIMITED.* We pride ourselves on being your guide to achieving all of your goals and objectives through funding opportunities that are attainable within reasonable timelines and with consideration of your budgetary parameters. Our customized approach is developed based on your community specifically because no two organizations are the same. In an effort to ensure that everyone's time is utilized effectively, we deploy a *Go/No-Go strategy* on each grant opportunity within 2-4 weeks of the grant submission deadline.

Technical Approach
Grant Writing Services

Our Customized Approach

Our standard project approach to providing grant development and consulting services is as follows, although we are willing to adjust based on your specific communities needs and budgetary parameters:

1. Individualized Grant Research
2. Bi-Weekly SMARTGrants™ Publications
3. Funding Needs Analysis
4. Strategic Grants Plan
5. Grant Inventory
6. Grant Application Development
7. Pre-Award Technical Assistance
8. Grant Administration Services

Individualized Grant Research

Our clients receive unlimited grant research when requested by individual Departments for projects included in their existing Funding Needs Analysis, as well as any new funding opportunities that come across your radar. We are always on the forefront of searching for new grant funding opportunities for our clients, and our Consultants will send email communications to assigned recipients.

Technical Approach
Grant Writing Services

Bi-Weekly SMARTGrants™ Publications

Our team of dedicated grant funding opportunity research consultants are constantly monitoring annual cycle and special funding allocation grant opportunities for our local government clients, and use this information to issue a bi-weekly e-mail alert of our **SMARTGrants™** publication that includes grant descriptions and forecasting deadlines for our clients to review. It also includes a calendar of previously featured grant opportunities, to ensure that no opportunities are missed. Your assigned Consultant will automatically refer any grant opportunities included that match your *Funding Needs Analysis* and *Strategic Grants Plan*, but Village staff can also request additional research into any of the opportunities presented in the publication for new project ideas.

Funding Needs Analysis

At the onset of every new grant development services contract, **Langton Consulting** will conduct a series of meetings with Department leads to discuss long- and short-term goals and objectives, as well as existing grant programs and projects for leveraging and expansion opportunities. This list will become a *Funding Needs Analysis* document that matches your goals and objectives to real grant funding opportunities. The *Funding Needs Analysis* document can be updated upon request, but will be automatically updated at contract renewal.

Strategic Grants Plan

Once the *Funding Needs Analysis* document is compiled the next step in designing a strategic approach to your aggressive grant procurement effort is preparing your personalized *Strategic Grants Plan*. Your *Strategic Grants Plan* document will select the top 10-12 grant programs from the *Funding Needs Analysis* to immediately target during the first twelve (12) months of our new contract engagement. The Strategic Grants Plan is your roadmap for aggressively seeking funding opportunities that address your top priority needs. The *Plan* includes all the information we will need to launch into action to submit grant applications for each grant program prioritized including program summaries; contact information; submission deadlines; program requirements and a hyperlink to learn more. This valuable tool enables your government to truly approach grant procurement in an organized and strategic manner.

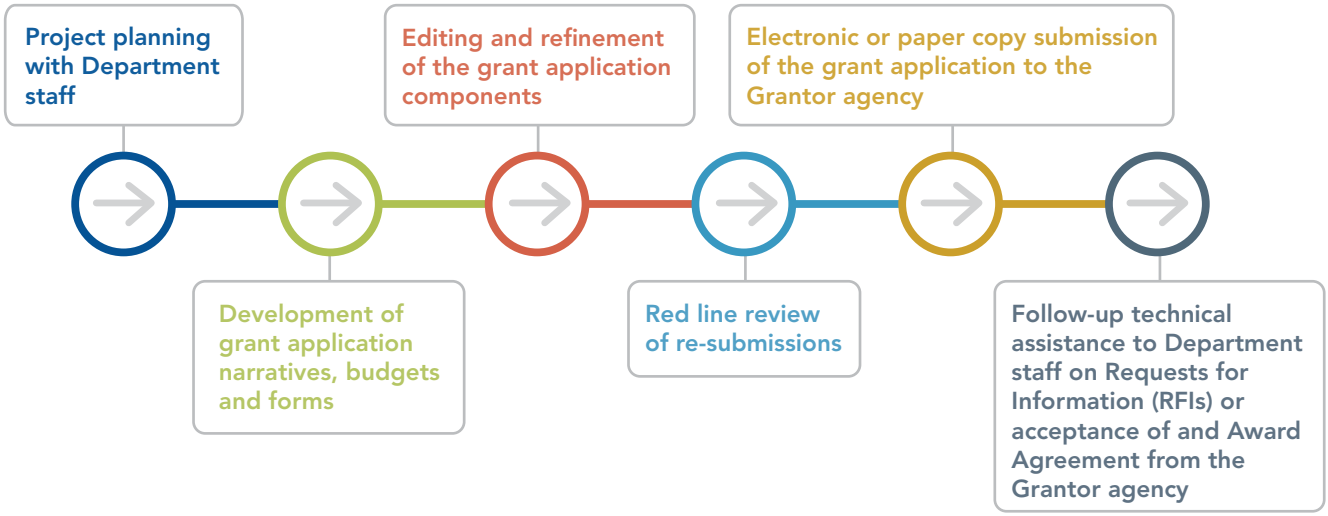
Grant Inventory

In addition to the Strategic Grants Plan, your Client Lead will issue a new or update the existing Grant Inventory document to include more client-specific filtering based on the needs of your specific jurisdictions, organizations by specific grant sector, and provide a more action-oriented insight to relevant deadline, estimated award amounts, match requirements and agency funding trends for a more interactive experience.

Technical Approach
Grant Writing Services

Grants Development

For many years, the grant consulting industry set limits on a number of grants written under retainer contracts. We believe that this limits a local government client's success, and therefore propose that there is **NO LIMIT** of grants that **Langton Consulting** will develop under a retainer contract. All services listed below are included in our grant development services approach:



Technical Approach
Grant Writing Services

Tasks and Services

In addition to our customized project approach, our grant development professionals follow a specific list of tasks from start to finish to ensure a seamless grant application submission each and every time. This specific list of tasks provides a more in-depth look into the roles and responsibilities of the Consultant and Client teams.

Grant Development and Consulting Services Tasks

Individualized Grant Research

SMARTGrants™ Publications

Funding Needs Analysis and Strategic Grants Plan

- Conduct interviews to determine needs
- Create Funding Needs Analysis document
- Create Strategic Grants Plan document
- Create Grant Inventory document
- Update funding targets every three (3) years

Grants Development

- Project planning and design
- Access and maintain login credentials
- Prepare grant application narratives and documents
- Editing and submission of grant application
- Follow-up technical assistance to Client on Requests for Information (RFI)
- Provide technical assistance to staff on Grant Award Agreement acceptance

Grant Counseling

- Capacity building and liaison services

Technical Approach
Grant Writing Services

Implementation Schedule

JUNE 2026 - JULY 2026

Upon contract execution, Langton Consulting will begin by creating your current Funding Needs Analysis and Strategic Plan by collecting grant funding wants and needs to match with available grant funding programs and forecast upcoming application cycles.

AUGUST 2026 - End of Contract Term

Grants Development Services will be provided on a continuous basis, as well as pre-award technical assistance and general consulting services on an as-needed basis.

Our grant professionals have a combined 100+ years in the grants industry.

We have secured more than $921.1 million in Federal and State grant funding in the last five years.

We are dedicated to cost-effective fee structures to fit all budgetary parameters.

We are a Florida-based and Florida-centric grant writing firm with grant professionals that are well connected to Grantor agencies.

Cost Proposal

RETAINER FEE PROPOSAL STRUCTURE

Decades of experience has shown that providing grant development services on a retainer fee basis emphasizes value, consistency and strategic alignment with your funding goals and objectives. A retainer fee structure ensures continuous funding readiness, supports strategic alignment and long-term planning, improves quality and competitiveness, offers cost predictability and efficiency, maximizes the return on investment, and demonstrates a commitment to long-term success.

For these reasons and to achieve the your specific funding objectives, Langton Consulting proposes to implement our steadfast technical approach to providing grant development services for **$2,000 per month** through the end of the contract term. We request the opportunity for a three (3) percent increase each calendar year remaining on the ongoing services Agreement, based on our achievement of established performance indicators and agreed upon by the governing Board. This retainer fee has been thoroughly evaluated and determined based on the size, organizational structure and annual budgetary capacity. Invoices will be transmitted electronically around the 25th day of each month and include Monthly Activity Reports with a comprehensive list of all activities and accomplishments in a format that can be easily shared with Officials and governing Boards.

The following is a list of Grant Development Services that will be provided under the Retainer Fee Proposal Structure:

Funding Needs Analysis

Conduct virtual interviews with Department staff and Officials and develop a Needs Assessment document that thoroughly describes the needs of each Department and matches each need with potential grant opportunities.

Strategic Grants Planning

Develop a Strategic Grants Plan document that prioritizes and forecasts the potential funding opportunities identified based on project readiness, upcoming application cycles, and match requirements to create a more succinct list of projects and funding opportunities to target during a 1–2-year period.

Grant Inventories

Develop a Grant Inventory document that captures all the new and special allocation funding opportunities made available by the Executive Branch for a more comprehensive approach to cataloging viable grant opportunities based on their estimated one-time or continued availability after a Presidential Administration change.

Cost Proposal

SMARTGrants™ Email Alerts

A bi-weekly publication created by the grant professionals at Langton Consulting, that increases our client's awareness of newly released and upcoming Federal, State and Private Foundation grant funding programs.

Grant Research

Individualized grant research on funding opportunities of interest provided by our experienced team of subject matter experts, coupled with direct communication with funding agencies to determine the viability of the grant program to a specific project or need.

Grant Development

Assignment of one or more grant professionals based on their subject matter expertise and experience to development grant application narratives, budget, and required forms while also addressing any obstacles or concerns in project design from conception to submission.

Technical Assistance during the Pre-Award Process

Your assigned grant professionals will remain an active part of the post-submission, pre-award period by providing any technical assistance necessary to address any requests for additional information or special award conditions imposed on the Grant Award Agreement.

State and Local Authorization to Transact Business

State of Florida
Department of State

I certify from the records of this office that LANGTON ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on April 19, 1982.

The document number of this corporation is F76790.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 16, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2026

Secretary of State

Tracking Number: 4696156312CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Langton Consulting has been a registered vendor with the Village of Islamorada since July 2025.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Valerie Oakes, Town Manager**

DATE: **July 7, 2026**

SUBJECT: TRIM Resolutions

Legal Sufficiency:	**☒ Reviewed**	**☐ Not Reviewed**
	☒ Approved	**☐ Not Approved**

Background:

This is the time of year when the Town Council and Board of Supervisors must set preliminary TRIM rates. The most significant thing about the rates set at this time is that they are the maximum rate that can be assessed. It is therefore recommended that the Council take a conservative approach and maintain flexibility in the budgetary process by adopting preliminary rates that may be higher than you individually would like to see adopted. The preliminary rates require a majority vote to pass. It is these rates that will be published in the notice to taxpayers and based on the response to those rates which are individually mailed to every property owner by the tax collector's office, the Council can gauge the public's acceptance of the proposed rates.

It is especially important this year to maintain that flexibility because there is a strong likelihood that the homestead exemption will significantly increase if the proposed constitutional amendment is passed. The reduction of revenue if the homestead exemption reaches $250,000 is anticipated to be in excess of $600,000. In addition, as Council is aware the sales tax surcharge for infrastructure improvements was eliminated as of December of 2025. That results in a reduction of funding for the Town's infrastructure improvements by over $300,000 per year. Moreover, the Council continues to debate whether to attempt to renegotiate the PBSO contract. If that contract renewed, it is anticipated to cost approximately $700,000 in FY2027.

In light of these issues, staff continues to recommend the District's budget be self sufficient and no longer rely on a subsidy from the general fund to balance its operations. That subsidy has been in the range of $600,000 per year for the last several years.

With that in mind the recommendation for the preliminary ad valorem millage rate is to remain at the same rate as established last year – **3.2564** mills. The preliminary general fund budget provides for revenues in excess of expenses by approximately 1.6 million dollars, but that assumes no PBSO contract and no transfer to the District. The Council will have to decide whether excess funds should be utilized for capital projects or put towards reserves until such time as future revenue pictures stabilize. As has been discussed the Town has many millions of dollars of unfunded capital needs. Based on current Council discussions it appears that North Road is a significant priority. During the upcoming budget discussions the staff will present cost estimates for work on North Road.

The good news on the expenditure front is that we are able to piggyback on a very favorable rate for solid waste collection, and it is proposed the solid waste assessment rate be reduced to **$300 per unit**, which is a reduction of $150 per unit from last year's rate of $450. Moreover, the reduced rate will cover the costs of solid waste collection without any need for transfers from the general fund.

Lastly, as mentioned above, it is recommended that the District budget be self-sufficient and no longer receive transfers from the general fund to balance its operations. The District's assessment rate is therefore proposed to increase by $90 per acre to **$310 per acre.**

The Town's Finance Director will go over this material in greater detail as part of his presentation on the preliminary rates. Proposed budgets for the various funds will be made available to Council before their consideration of the preliminary rates.

The actual budget and rate adoptions will occur in September, and we will discuss a proposed schedule of workshops and public hearings. FAAC has asked for a joint workshop. The Council's first regularly scheduled meeting in September is currently set for September 1, 2026. The Council's required public hearings on budget and adoption of rates cannot occur before September 3, 2026, so consideration of whether the Council wants to move the regular meeting or schedule additional meetings for the public hearing must be determined at your July 7th meeting.

Recommendation:

Approval of Resolution No. 2026-62 Setting the preliminary Ad Valorem Millage Rate.

Approval of Resolution No. 2026-63 Setting the preliminary Solid Waste Assessment Rate.

Approval of Resolution No. 2026-DD05 Setting the preliminary Loxahatchee Water Control District Assessment Rate.

Preliminary FY 2027 Operating Budget

June 2026

FY 2027 Preliminary Budget Overview

- Staff focused on reducing expenditures and still maintain a standard level of service for the Town
- Since FY2023, FY2024 & FY2025 Property Values have realized a double-digit increase, while keeping the millage are the same
- FY2022 and FY2023 funded capital improvements with one-time ARPA funds, which have all been spent, (As required by the Federal Government)
- In the past, we have balanced the budget with transfers from reserves and now face a potential issue of underfunding our reserve policy in the future.
- If the increase is approved in the Road and Drainage Assessment, then this Fund will NOT need additional Transfers from the General Fund.
- Still waiting on FEMA and Grants to replenish CIP Reserves.
- We anticipate reducing the Solid Waste Assessment from $450 to $300 with contract negotiations.

Property Tax Constitutional Amendment

- Expanded homestead exemption
  - FY 2027-2028 - $150,000 (Revenue reduction est. $372,000)
  - FY 2028-2029 - $250,000 (Revenue reduction est. $614,000)
  - FY 2029-2030 & Beyond – Legislative mandate to reduce all homestead via **general law action**
    - *Revenue reduction estimates based on 2025 assessed values*
  - Five-year waiting period for homestead exemption(s)
  - 5% growth cap on non-homestead properties (formerly 10%)
  - Tax revenue can only be spent on public safety, education, infrastructure, natural resources, bonds, retirement, and operations and administration per Article VIII (may be amended by legislature **under general law**.)
- SB4F – Millage Rate Approval
  - Not more than 110% of roll back rate requires 2/3 vote
  - More than 110% of roll back rate requires unanimous vote or referendum

FY 2027 Preliminary Proposed Rates

- Preliminary Millage Rate Proposed to be: 3.2564 Mills
  - Same as last year *
- Road & Drainage Assessments to be:
  - Historical Assessment at $200.00
    - Since FY2019 $310.00 Per Acre
    - In 2026 was increased to $220.00
- Solid Waste Assessment to be:
  - Currently $450 $300.00 Per Unit

* We will need a unanimous vote

FY 2027 Budget Summary

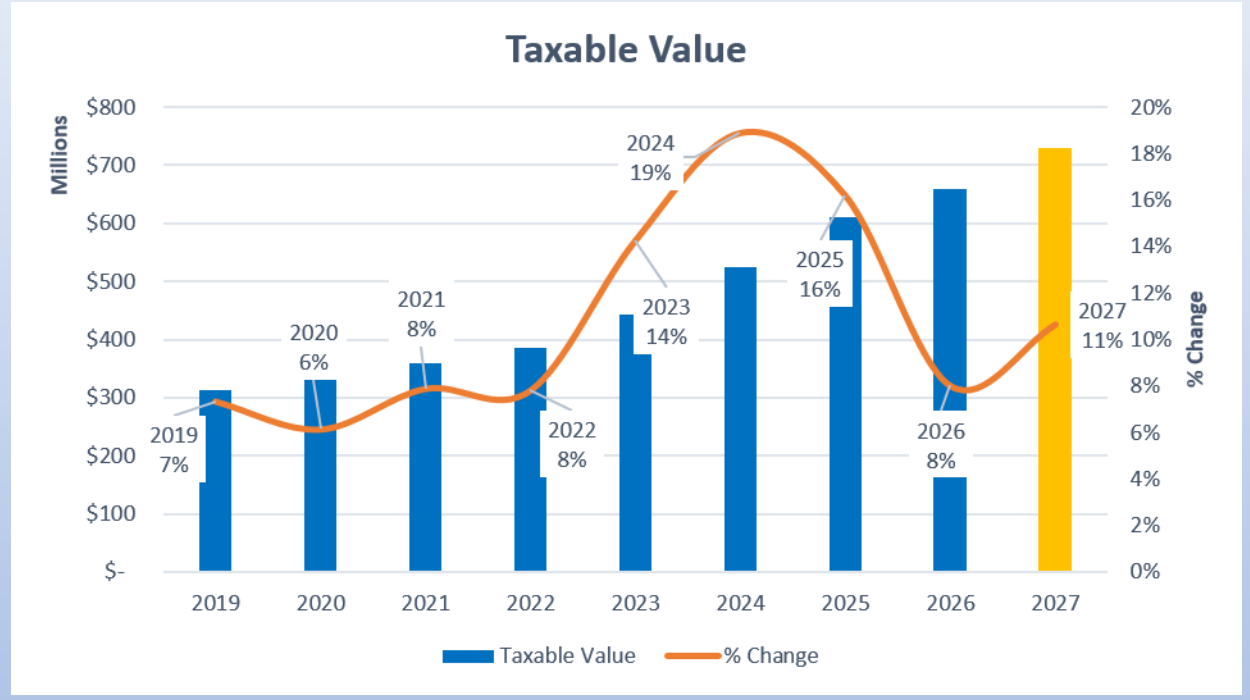
- The Budget Process is basically establishing 3 values:
  - Millage Rate
  - Road & Drainage Assessment
  - Solid Waste Assessment
- Each Fund (General, Road & Drainage, Capital Improvement, Solid Waste & Transportation Fund) derives its major source of Funds based on establishing the above 3 values.

TOWN OF LOXAHATCHEE GROVES FLORIDA ALL FUNDS SUMMARY REPORT FOR PROPOSED BUDGET

	General	Road & Drainage Fund	Capital Impr Proj Fund	Solid Waste Fund	Transporation Fund	Total	
Taxes:							
Property Taxes	$ 2,281,989					$ 2,281,989	24%
Franchise Fees	635,479					635,479	7%
Taxes	560,640					560,640	6%
Intergovernmental	451,201				413,000	864,201	9%
Miscellaneous Revenues							
Assessments		2,301,538		388,206		2,689,744	29%
Miscellaneous	1,500	7,000				8,500	0%
Charges for Services	380,737					380,737	4%
Investment Income	68,000	3,000		2,000		73,000	1%
Fines & Forefeitures	22,000					22,000	0%
Licenses & Permits	450,291					450,291	5%
Dist Reimb	181,125					181,125	2%
Total Revenues	**$ 5,032,962**	**$ 2,311,538**	**$ -**	**$ 390,206**	**$ 413,000**	**$ 8,147,706**	
Other Sources:							
Transfers IN			1,233,000			1,233,000	13%
Total Revenues & Other Sources	**$ 5,032,962**	**$ 2,311,538**	**$ 1,233,000**	**$ 390,206**	**$ 413,000**	**$ 9,380,706**	**100%**
Expenditures, Uses							
Operating	807,725	1,133,109		432,635		2,373,469	25%
Law Enforcement	-					-	0%
Salaries & Related	2,046,312	1,068,405				3,114,716	33%
Capital Outlay	-	-	1,233,000			1,233,000	13%
Cost Recovery	230,000					230,000	2%
Professional Services	315,000	115,688				430,688	5%
Total Expenditures	**$ 3,399,037**	**$ 2,317,201**	**$ 1,233,000**	**$ 432,635**	**$ -**	**$ 7,381,873**	
Other							
Transfers OUT	862,429	-			413,000	1,275,429	14%
Approp to Reserves	771,496					771,496	8%
Other Total	**1,633,925**	**-**	**-**	**-**	**413,000**	**2,046,925**	
Total Expenditures & Other Uses	**$ 5,032,962**	**$ 2,317,201**	**$ 1,233,000**	**$ 432,635**	**$ 413,000**	**$ 9,428,798**	**100%**

Town's Taxable Assessed Value

Fiscal Year	Type	Millage Rate	Taxable Value	% Chng YOY in TV	Taxes Levied	% Collected	% Change
2016	Actual	1.4718	$ 221,087,392		$ 325,396	97%	
2017	Actual	1.4718	$ 254,048,628	15%	$ 373,909	97%	15%
2018	Actual	2.1500	$ 291,834,929	15%	$ 627,445	98%	15%
2019	Actual	3.0000	$ 313,290,118	7%	$ 939,870	99%	7%
2020	Actual	3.0000	$ 332,537,842	6%	$ 997,614	97%	6%
2021	Actual	3.0000	$ 358,789,695	8%	$ 1,076,369	97%	8%
2022	Actual	3.0000	$ 386,834,400	8%	$ 1,160,503	92%	8%
2023	Actual	3.0000	$ 442,024,556	14%	$ 1,326,074	97%	14%
2024	Actual	3.0000	$ 525,562,007	19%	$ 1,576,686	97%	19%
2025	Actual	3.0000	$ 610,678,898	16%	$ 1,832,037	97%	16%
2026	Actual	3.2564	$ 659,659,655	8%	$ 2,148,116	TBD	8%
2027	Est	3.2564	$ 729,969,177	11%	$ 2,377,072	TBD	11%
					96%	Budget at 96%	
					$ 2,281,989		



With double-digit property values during FY2023, FY2024 and FY2025 along with ARPA funds helped delay the need to increase assessments and millage rates, we need to look long term and attempt to manage expenditures, reserves and rates.

Town's Estimated Reserves

FUND BALANCE / RESERVES

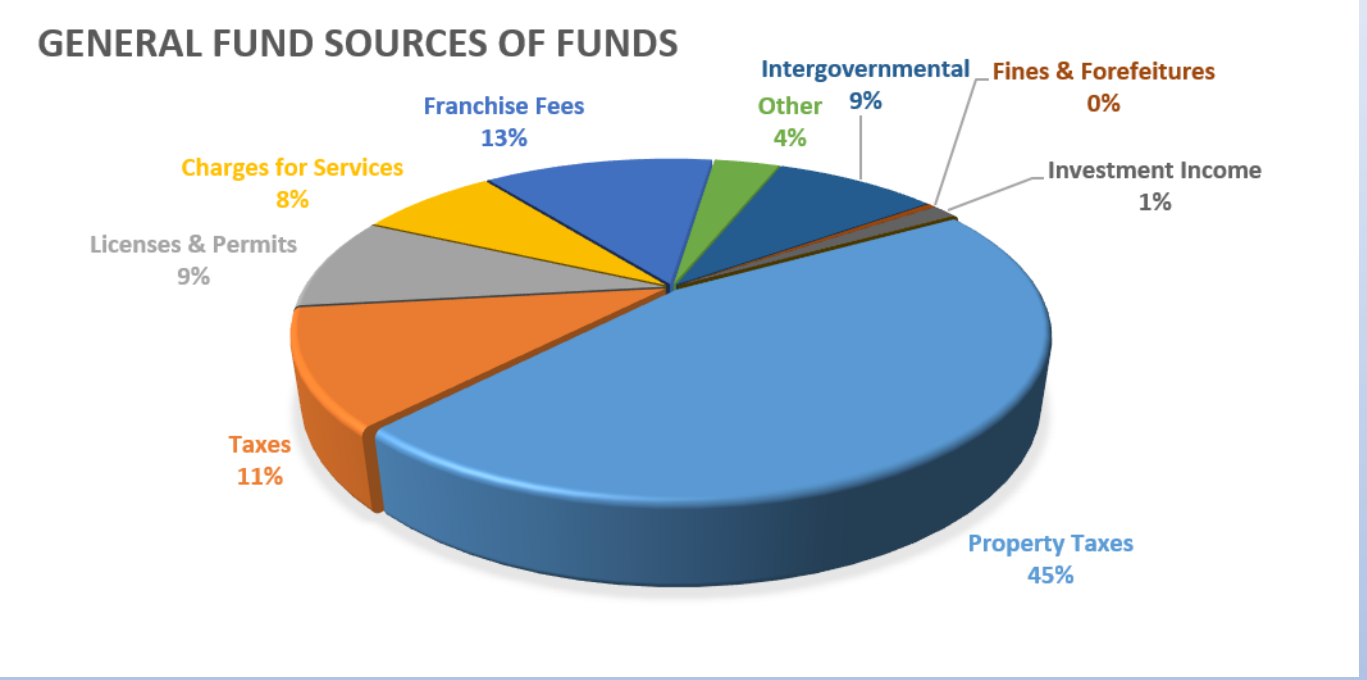
	General Fund	Road & Drainage	Transportation	Local Opt Sales Tax	Capital Improvements	Total General Fund	Solid Waste Fund
FY2024 Audit - Unrestricted	$ 1,104,652	$ 856,281	$ -	$ 52,243	$ 1,294,872	$ 3,308,048	$ 244,147
Estimated FY2025							
Approp To Reserves							
Approp From Reserves	-	(185,055)			(1,294,872)	(1,479,927)	$ -
FY2025 Estimated Reserves	$ 1,104,652	$ 671,226	$ -	$ 52,243	$ -	$ 1,828,121	$ 244,147
Approp To Reserves							
Approp From Reserves	-			(52,243)	-	(52,243)	
FY2026 Estimated Reserves	$ 1,104,652	$ 671,226	$ -	$ -	$ -	$ 1,775,878	$ 244,147
Goal 25%	$ 913,883	$ 617,090				$ 1,530,973	$ 189,330
(Under Funded)/Over Funded	$ 190,769	$ 54,136			$ -	$ 244,905	$ 54,817

- Estimated Reserves are above the 25% of Operating Expenditures through FY2026.
- Proposed Budget Assumes increasing Road & Drainage Assessment to $310 (from $220)

GENERAL FUND

Preliminary FY2027 General Fund Revenues

- FY2026 General Fund Budgeted Revenues are estimated to be approximately $4.861M
- FY2027 General Fund Revenues are estimated to be $5.033M
  - 45% From Property Taxes



Preliminary FY2027 General Fund Revenues (Cont.)

Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	FY2027 vs FY2026 Budget $ Change	FY2027 vs FY2026 Budget % Change
Property Taxes	$1,527,667	$1,812,232	$2,062,191	$2,062,191	$2,281,989	$ 219,798	10.7%
Taxes	575,044	642,738	557,230	651,768	560,640	3,410	0.6%
Licenses & Permits	374,365	401,676	439,740	403,612	450,291	10,551	2.4%
Charges for Services	337,005	356,912	303,920	296,930	380,737	76,817	25.3%
Franchise Fees	603,892	664,897	627,270	599,659	635,479	8,209	1.3%
District Reimb	172,500	172,500	181,125	181,125	181,125	-	0.0%
Intergovernmental	436,740	417,348	438,059	370,690	451,201	13,142	3.0%
Fines & Forefeitures	773,921	19,245	16,480	225,143	22,000	5,520	33.5%
Investment Income	36,827	77,760	60,770	44,951	68,000	7,230	11.9%
Miscellaneous	1,858	2,619	1,030	25,230	1,500	470	45.6%
	4,839,819	4,567,927	4,687,815	4,861,299	5,032,962	345,147	7.4%
Transfers In	-	-	-	-	-	-	0.0%
Approp from Reserves	-	-	105,431	-	-	(105,431)	0.0%
Total Other Sources	-	-	105,431	-	-	(105,431)	
Total Sources	$ 4,839,819	$ 4,567,927	$ 4,793,246	$ 4,861,299	$ 5,032,962	$ 239,716	5.0%

- Overall, General Fund Revenues at the current millage rate of 3.2564 mills increased revenue by approximately $220K.
- In FY2024, Tree Mitigation Revenue of over $700K and Red Light Camera Revenue were not anticipated or budgeted to continue in FY2027.
- We took a conservative approach to Licenses & Permit Fee revenue for FY2027 based on historical data.
- Based on historical data we estimated that General Fund Revenues will grow by $239K or 5%

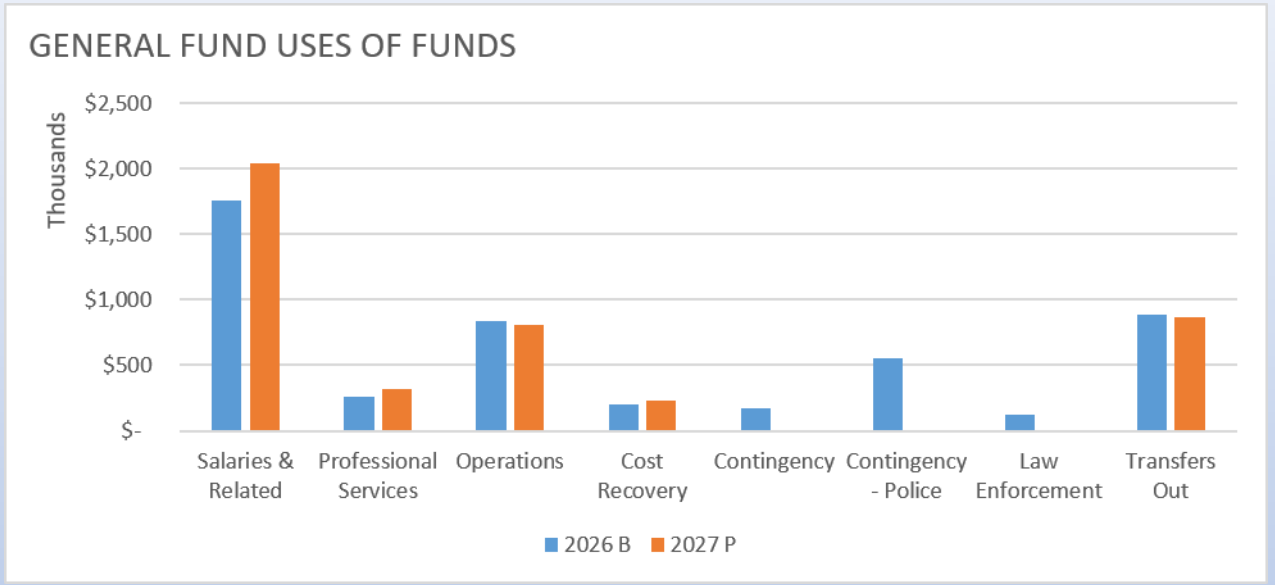
Preliminary FY 2027 General Fund Expenditures

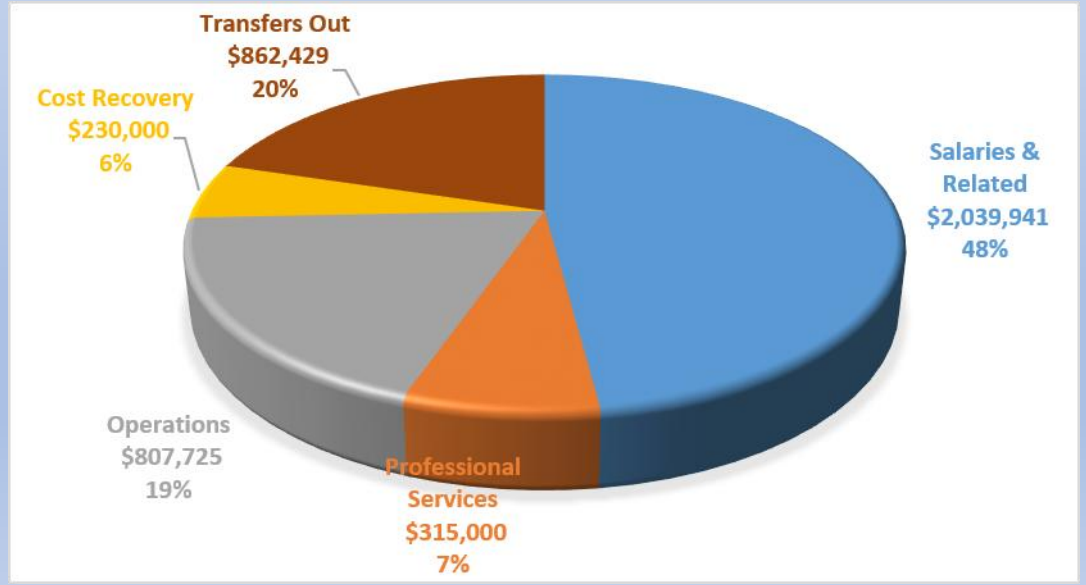
- We also anticipated that General Fund Expenditures will grow by 5% .
- We assumed a Transfer to CIP of $820K for Capital Projects
- We assumed an increased transfer to Reserves of $820K to help soften future legislative changes in property taxes

Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	FY2027 vs FY2026 Budget $ Change	FY2027 vs FY2026 Budget % Change
Salaries & Related	$1,014,701	$1,282,978	$1,761,894	$1,780,540	$2,046,312	$ 284,418	16.1%
Total Saleries & Related	1,014,701	1,282,978	1,761,894	1,780,540	2,046,312	284,418	16.1%
Professional Services - Acct, Audit, Compl	132,732	174,321	160,500	173,500	190,000	29,500	18.4%
Professional Services - Legal	391,493	380,370	20,000	1,781	25,000	5,000	25.0%
Professional Services - Other	104,700	115,924	77,250	155,000	100,000	22,750	29.4%
Total Professional Services	628,925	670,616	257,750	330,281	315,000	57,250	22.2%
Operating - Oper & Admin	189,617	267,198	325,341	392,955	353,200	27,859	8.6%
Operating - Special Projects, Programs & Mis	222,682	145,108	235,443	194,686	146,500	(88,943)	-37.8%
Operating - Tech & Comm	98,284	88,273	206,523	206,523	217,800	11,277	5.5%
Operating - Training, Travel & Memberships	27,197	65,392	44,450	50,621	57,300	12,850	28.9%
Operating - Rental & Leases	17,356	10,148	13,910	16,105	15,000	1,090	7.8%
Operating - Facilities, Equip & Maint	20,047	13,714	12,700	16,830	17,925	5,225	41.1%
Total Operating	575,182	589,833	838,367	877,720	807,725	(30,642)	-3.7%
Cost Recovery	269,326	219,213	204,930	200,000	230,000	25,070	12.2%
Contingency	-	-	173,500	-	-	(173,500)	-100.0%
Contingency - Police	-	-	555,000	-	-	(555,000)	-100.0%
Capital Outlay	-	-	-	-	-	-	0.0%
Law Enforcement	660,092	666,281	120,000	115,846	-	(120,000)	-100.0%
Debt Service	3,285	-	-	-	-	-	0.0%
Total Capital & Debt Service	932,703	885,494	1,053,430	315,846	230,000	(823,430)	-78.2%
Total Expenditures before Transfers Out	3,151,511	3,428,921	3,911,441	3,304,387	3,399,037	(512,404)	-13.1%
Transfers Out	1,320,853	1,024,493	881,805	881,805	862,429	(19,376)	-2.2%
Appropriation to Reserves	367,455	114,513		675,107	771,496	771,496	100.0%
Total Uses	$ 4,839,819	$ 4,567,927	$ 4,793,246	$ 4,861,299	$ 5,032,962	$ 239,716	5.0%

Preliminary FY2027 General Fund Expenditures (Cont.)

- Compared to FY2026, Salaries and Related Expenditures are estimated to grow by 15% which includes an estimated increase in Pension Cost, HealthCare Cost and an estimated 5% COL adjustment
- Professional Services are estimated to increase by $58K
- While Operating Expenses are estimated to decrease by ($31K)
- Overall, expenses (before Transfers) are estimated to decrease by ($518K) or 13%, allowing more funds for CIP and Reserves.

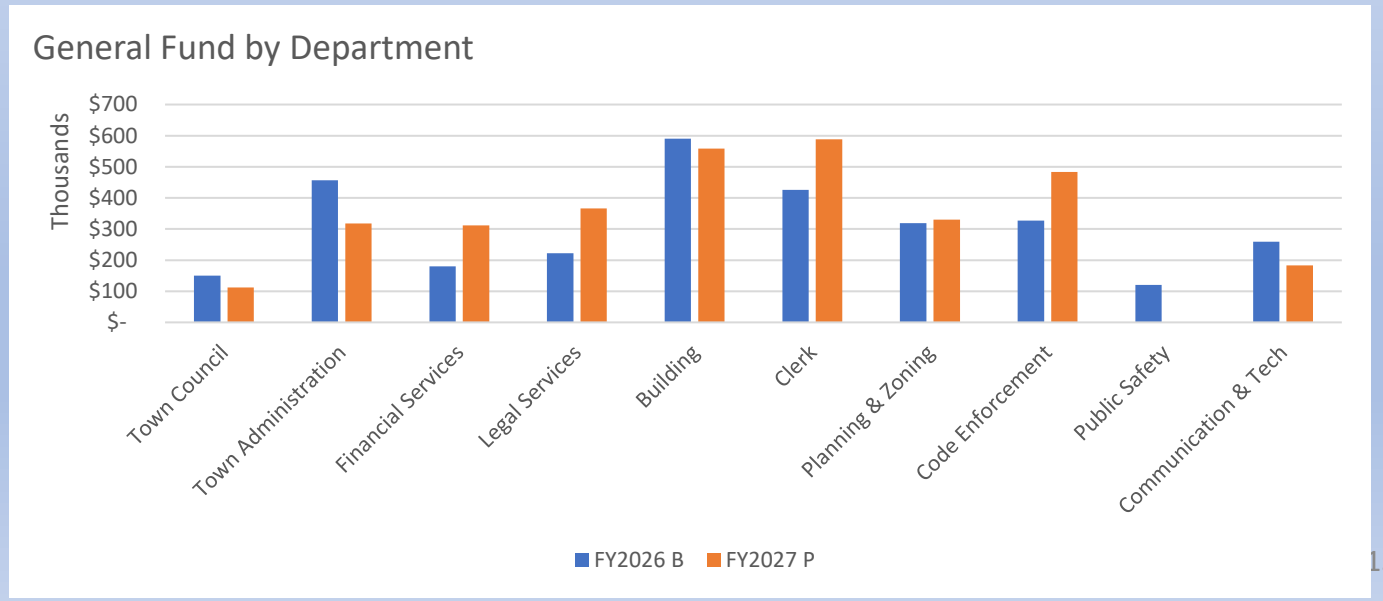




Preliminary FY2027 General Fund Expenditures (Departments)

- Overall, Most Departmental Cost are anticipated to decrease
- Increases in Financial Services, Legal Services, Clerk and Code Enforcement (Adding or re-allocation of Staff) Code Enforcement is offset by reductions in Town Administrative Cost and Public safety

Departments	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	FY2027 vs FY2026 Budget $ Change	FY2027 vs FY2026 Budget % Change
Town Council	$ 149,989	$ 153,809	$ 150,115	$ 224,677	$ 112,593	$ (37,523)	-25.0%
Town Administration	$ 740,915	$ 823,851	$ 456,334	$ 505,960	$ 318,013	(138,321)	-30.3%
Financial Services	$ 160,130	$ 201,605	$ 180,450	$ 193,785	$ 312,287	131,837	73.1%
Legal Services	$ 305,826	$ 385,719	$ 222,592	$ 201,742	$ 367,092	144,500	64.9%
Building	$ 193,429	$ 373,901	$ 590,498	$ 599,871	$ 560,254	(30,244)	-5.1%
Clerk	$ -	$ 32,239	$ 425,770	$ 423,761	$ 589,954	164,184	38.6%
Planning & Zoning	$ 413,673	$ 309,611	$ 318,369	$ 327,660	$ 330,000	11,631	3.7%
Code Enforcement	$ 262,170	$ 231,090	$ 326,979	$ 314,088	$ 484,568	157,590	48.2%
Public Safety	$ 660,092	$ 666,281	$ 120,000	$ 115,846	$ -	(120,000)	-100.0%
Communication & Tech	$ 152,413	$ 135,051	$ 259,529	$ 260,099	$ 183,600	(75,929)	-29.3%
Boards & Committees	$ 1,488	$ 1,287	$ -	$ -	$ -	-	0.0%
	3,040,126	3,314,444	3,050,636	3,167,487	3,258,362	207,726	6.8%
NON-DEPT	$ 1,432,238	$ 1,138,969	$ 1,742,610	$ 1,018,705	$ 1,003,104	(739,506)	-42.4%
Total before Transfers to Reserves	4,472,364	4,453,414	4,793,246	4,186,192	4,261,466	(531,780)	-11.1%



Preliminary FY2027 General Fund Expenditures (Departments Cont.)

	Actuals		Est	Budget	Budget
FTEs	**2024**	**2025**	**2026**	**2026**	**2027**
Town Administration	3.00	3.00	2.00	2.00	1.00
Legal Services	-	-	2.00	2.00	2.00
Building	2.00	3.50	4.00	4.00	3.65
Code Enforcement	1.50	2.00	2.50	2.50	4.00
Clerk	3.00	3.50	4.00	4.00	4.00
Financial Services	0.50	0.50	-	-	1.00
	10.00	12.50	14.50	14.50	15.65
		25%		16%	8%

Salaries & Wages					
Town Council	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
Town Administration	490,207	534,083	295,888	300,000	170,888
Legal Services	-	24,187	141,058	143,160	222,338
Building	120,049	235,815	342,720	329,770	309,984
Code Enforcement	116,164	134,003	190,874	205,555	309,604
Clerk	-	18,084	323,116	322,817	331,016
Financial Services	-	-	-	-	71,321
	$ 771,420	$ 991,172	$ 1,338,656	$ 1,346,302	$ 1,460,151
		28%		36%	8%

For every $1 in Salaries & Wages, Benefits and Required Expenses add about $0.40

	Actuals		Est	Budget	Budget
	2024	**2025**	**2026**	**2026**	**2027**
Total Salaries & Related	$ 1,010,013	$ 1,275,980	$ 1,784,271	$ 1,757,206	$ 2,046,314
					16.45%
Taxable Wages	$ 771,420	$ 991,172	$ 1,338,656	$ 1,346,302	$ 1,460,151
Labor Burden	1.31	1.29	1.33	1.31	1.40

TRANSPORTATION FUND

Preliminary FY2027 Transportation Fund

- Estimated a conservative revenue growth in line with historical data.
- These funds get transferred to CIP

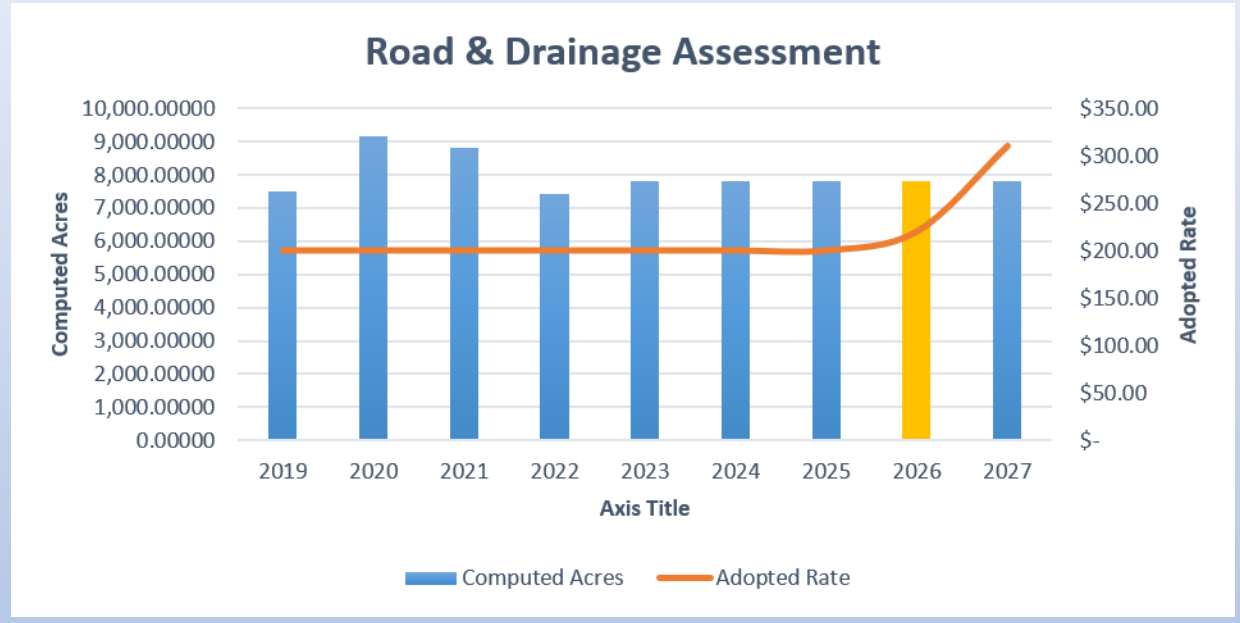
Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	FY2027 vs FY2026 Budget $ Change	FY2027 vs FY2026 Budget % Change
Intergovernmental	$ 382,994	$ 383,999	$ 399,960	$ 399,960	$ 413,000	$ 13,040	
Total Sources	$ 382,994	$ 383,999	$ 399,960	$ 399,960	$ 413,000	$ 13,040	3.3%

Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	FY2027 vs FY2026 Budget $ Change	FY2027 vs FY2026 Budget % Change
Operating - Facilities, Equip & Maint	-	-	-	-	-	-	
	-	-	-	-	-	-	
Transfers Out	382,995	383,999	399,960	399,960	413,000	13,040	
Total Uses	382,995	383,999	399,960	399,960	413,000	13,040	3.3%

ROAD & DRAINAGE FUND

Preliminary FY2027 Road & Drainage Fund (Revenues)

Fiscal Year	Adopted Rate	Computed Acres	% Chng YOY in TV	Assessment Revenue (Net)	Budget Collection Rate
2016	$ 150.00	7,787.00000		$ 1,121,328	95%
2017	$ 150.00	6,851.13333	-12%	$ 986,563	95%
2018	$ 150.00	7,565.66667	10%	$ 1,089,456	95%
2019	$ 200.00	7,504.71000	-1%	$ 1,440,904	95%
2020	$ 200.00	9,154.64915	22%	$ 1,757,693	95%
2021	$ 200.00	8,813.38560	-4%	$ 1,692,170	95%
2022	$ 200.00	7,408.10000	-16%	$ 1,422,355	95%
2023	$ 200.00	7,801.48720	5%	$ 1,497,886	95%
2024	$ 200.00	7,801.48720	3%	$ 1,497,886	95%
2025	$ 200.00	7,801.48720	3%	$ 1,482,283	95%
2026	$ 220.00	7,801.48720	3%	$ 1,630,511	TBD
2027	$ 310.00	7,801.48720	3%	$ 2,418,461	TBD
				(120,923)	5%
				$ 2,297,538	



- The challenge is that adopted rates have not kept up with inflationary cost. This fund has been balanced by additional transfers from the General Fund, Transportation Fund and Reserves. Preliminary Budget Request is $310 per computed acre

Preliminary FY2027 Road & Drainage Fund (Revenues Cont.)

Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	FY2027 vs FY2026 Budget $ Change	FY2027 vs FY2026 Budget % Change
Settlements	$ -	$ 4,208	$ -	$ -	$ -	$ -	100.0%
Investment Income	5,372	31,516	19,250	-	3,000	(16,250)	-84.4%
Miscellaneous	(948)	2,550	16,748	177	7,000	(9,748)	-58.2%
Assessments	1,517,154	1,502,593	1,663,511	1,541,735	2,301,538	638,027	38.4%
Revenue Before Reserves & Transfers	1,521,579	1,540,867	1,699,509	1,541,912	2,311,538	612,029	36.0%
Transfers In	1,528,070	966,443	863,594	863,594		(863,594)	-100.0%
Approp from Reserves	-	-	166,010	35,026	-	(166,010)	
Total Reserves & Transfers	1,528,070	966,443	1,029,604	898,620	-	(1,029,604)	-100.0%
Total Sources	$3,049,649	$ 2,507,310	$ 2,729,113	$2,440,531	$ 2,311,538	$ (417,575)	-15.3%

- Notice that this fund needed Transfers in from the General Fund, Transportation fund **AND** Appropriations from Reserves to balance.
- Our Proposed budget anticipates increasing the assessment from $220 to $310 per acre to balance

Preliminary FY2027 Road & Drainage Fund (Expenditures)

- Most line-item expenditures have been reduced
- Increases in Salaries and wages have been offset by decreases in FTEs.
- In FY2026, the fund paid off the equipment loan and is not anticipating additional Debt Service during FY2027.
- Overall, this fund is anticipated to decrease expenses by over ($400K) or 15%.

						FY2027 vs FY2026 Budget	
Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	$ Change	% Change
Salaries & Related	$ 992,529	$1,054,557	$1,051,776	$ 992,352	$1,068,405	$ 16,629	1.6%
Total Salaries & Related	992,529	1,054,557	1,051,776	992,352	1,068,405	16,629	1.6%
Professional Services - Legal	-	-	-	-	-	-	0.0%
Professional Services - Acct, Audit, Compl	23,750	22,200	26,750	26,750	28,088	1,338	5.0%
Professional Services - Other	80,230	57,180	103,275	59,620	87,600	(15,675)	-15.2%
Total Professional Services	103,980	79,380	130,025	86,370	115,688	(14,338)	-11.0%
Operating - Oper & Admin	335,011	327,329	344,950	345,911	369,036	24,086	7.0%
Operating - Special Projects, Programs & Misc	11,710	4,945	10,500	10,500	10,500	-	0.0%
Operating - Tech & Comm	64,056	62,731	59,818	59,818	62,809	2,991	5.0%
Operating - Training, Travel & Memberships	12,385	28,163	23,100	23,100	19,000	(4,100)	-17.7%
Operating - Rental & Leases	96,972	81,161	70,250	95,354	70,250	-	0.0%
Operating - Facilities, Equip & Maint	685,171	418,424	539,172	511,794	465,851	(73,321)	-13.6%
Operating - Engineering	158,698	198,566	160,065	160,065	130,000	(30,065)	-18.8%
Total Operating	1,364,002	1,121,320	1,207,855	1,206,543	1,127,446	(80,409)	-6.7%
Contingency	-	-	209,457	-	-	(209,457)	
Capital Outlay	-	-	-	25,267	-	-	0.0%
Debt Service	104,447	139,498	130,000	130,000	-	(130,000)	-100.0%
Total Capital & Debt Service	104,447	139,498	339,457	155,267	-	(339,457)	-100.0%
Total Expenditures before Transfers Out	2,564,958	2,394,755	2,729,113	2,440,531	2,311,538	(417,575)	-15.3%
Transfers Out	484,691	112,555	-	-	-	-	0.0%
Total Uses	$3,049,649	$ 2,507,310	$ 2,729,113	$2,440,531	$ 2,311,538	$ (417,575)	-15.3%

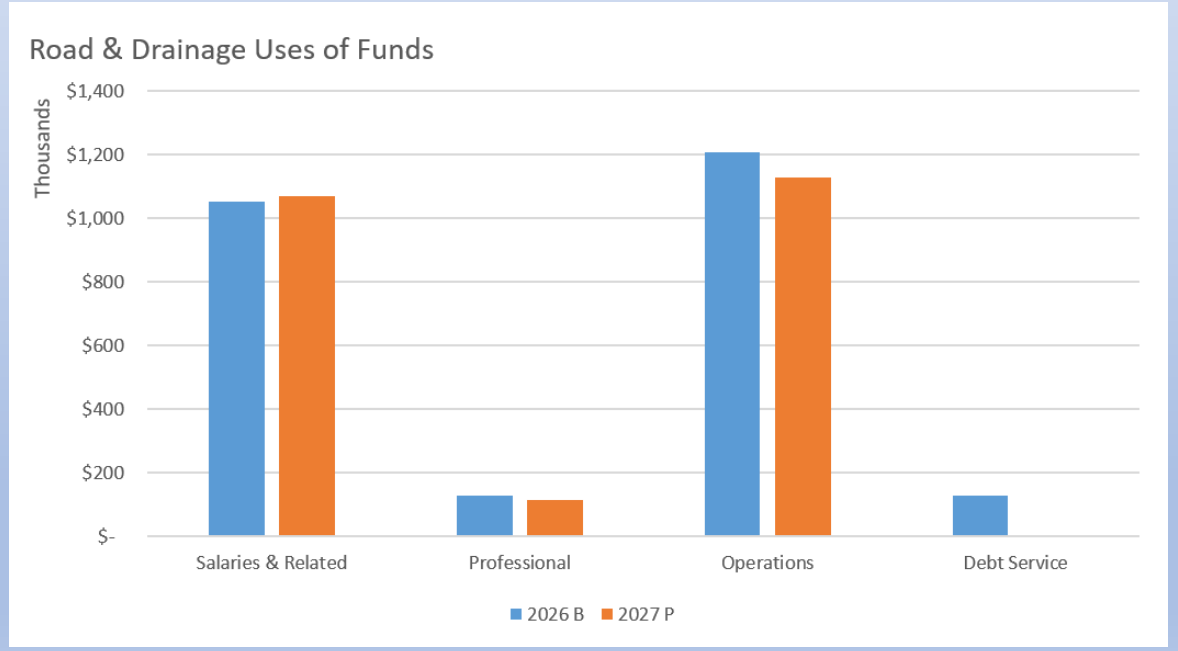
Preliminary FY2027 Road & Drainage Fund (Expenditures Cont.)

	Actuals		Est	Budget	Budget
FTEs	**2024**	**2025**	**2026**	**2026**	**2027**
Solid Waste	12.50	15.00		14.00	12.00
	$ 12.50	15.00	-	$ 14.00	$ 12.00
		20%		-7%	-14%

FY2027 Preliminary Budget anticipates a reduction of 2 FTEs in this fund while increasing Salaries & Wages by 9%. The Labor Burden is estimated to be 1.43

	Actuals		Est	Budget	Budget
Salaries & Wages	**2024**	**2025**	**2026**	**2026**	**2027**
Solid Waste	$ 679,134	$ 700,659	$ 638,314	$ 684,962	$ 745,664
	$ 679,134	$ 700,659	$ 638,314	$ 684,962	$ 745,664
		3%		-2%	9%

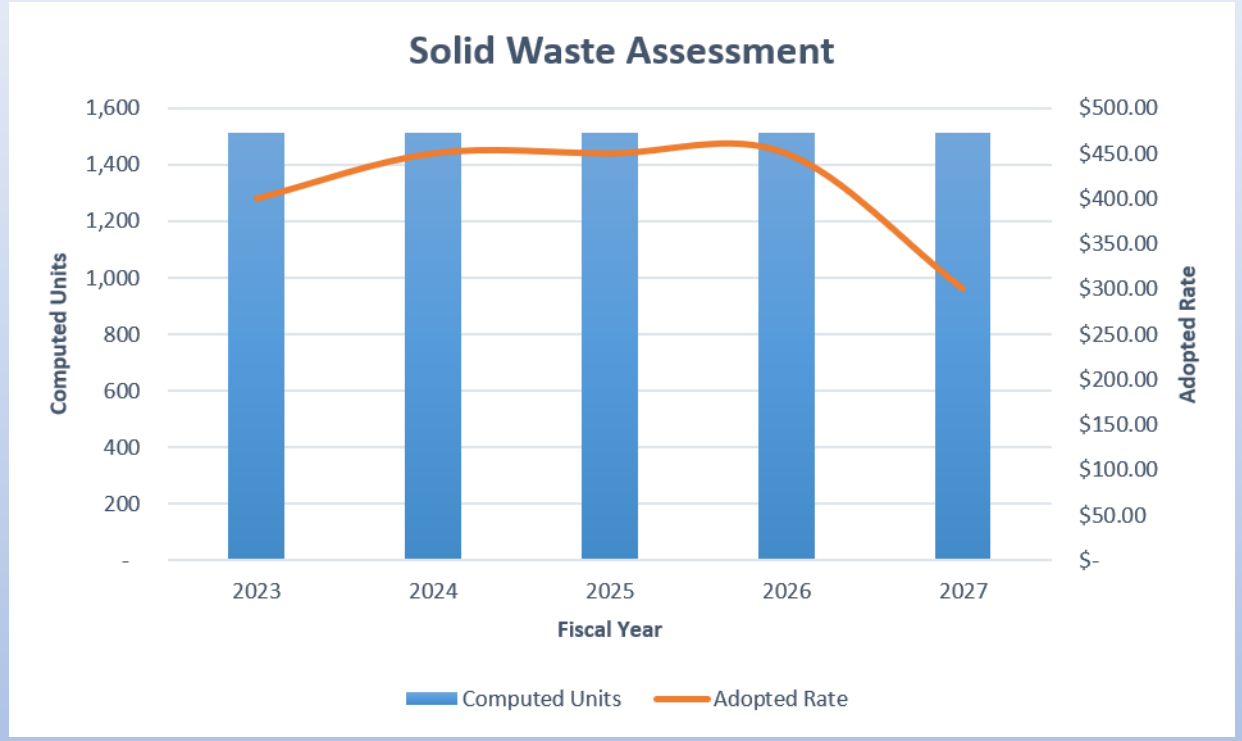
	Actuals		Est	Budget	Budget
	2024	**2025**	**2026**	**2026**	**2027**
Total Salaries & Related	$ 992,527	$ 1,054,556	$ 992,350	$ 1,051,776	$ 1,068,405
		6.25%		5.99%	1.58%
Taxable Wages	$ 679,134	$ 700,659	$ 638,314	$ 684,962	$ 745,664
Labor Burden	1.46	1.51	1.55	1.54	1.43



SOLID WASTE FUND

Preliminary FY2027 Solid Waste Fund (Revenues)

Fiscal Year	Adopted Rate	Computed Units	% Chng YOY in TV	Assessment Revenue (Net)	Budget Collection Rate
2016	$ 256.27	1316		$320,389	95%
2017	$ 256.27	1375	4%	$334,753	95%
2018	$ 450.00	1375	0%	$587,813	95%
2019	$ 450.00	1357	-1%	$580,118	95%
2020	$ 450.00	1399	3%	$598,073	95%
2021	$ 450.00	1446	3%	$618,165	95%
2022	$ 450.00	1446	0%	$618,165	95%
2023	$ 400.00	1511	4%	$574,180	95%
2024	$ 450.00	1511	0%	$645,953	95%
2025	$ 450.00	1511	0%	$645,953	95%
2026	$ 450.00	1511	0%	$645,953	TBD
2027	$ 300.00	1511	0%	$453,300	100%
				(22,665)	5%
				$430,635	



Preliminary FY2027 Solid Waste Fund Expenditures

- At current Assessment levels of $450 per unit this fund still needs a transfer in from the General Fund and draw on reserves.
- Our Preliminary budget assumes a $42K transfer from the General Fund
- We have successfully re-negotiated the Solid Waste Contract and may be able to reduce the Assessment to $300 per unit.

						FY2027 vs FY2026 Budget	
Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	$ Change	% Change
Intergovernmental	$ 161	$ 351,347	$ -	$ -	$ -	$ -	-100%
Investment Income	1,989	1,032	2,000	2,000	2,000	-	0.0%
Assessments	584,779	651,918	645,952	645,952	388,206	(257,746)	-39.9%
Revenue Before Reserves & Transfers	586,930	1,004,296	647,952	647,952	390,206	(257,746)	-39.8%
Transfers In	118,000	-	106,648	106,648	42,429	(64,219)	100%
Approp from Reserves	-	34,521	-	24,918	-	-	-100%
Total Reserves & Transfers	118,000	34,521	106,648	131,566	42,429	(64,219)	
Total Sources	$ 704,930	$ 1,038,818	$ 754,600	$ 779,518	$ 432,635	$ (321,965)	-42.7%

						FY2027 vs FY2026 Budget	
Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	$ Change	% Change
Operating - Oper & Admin	$ 657,524	$ 1,038,818	$ 754,600	$ 779,518	$ 432,635	$ (321,965)	
Contingency/Reserves	-	-	-	-	-		
Total Expenditures before Transfers Out	657,524	1,038,818	754,600	779,518	432,635	(321,965)	
Appropriation to Reserves	47,406	-	-	-	-		
Total Uses	$ 704,930	$ 1,038,818	$ 754,600	$ 779,518	$ 432,635	$ (321,965)	-42.7%

CAPITAL IMPROVEMENT FUND

Preliminary FY2027 Capital Improvement Fund

- As this fund awaits certain FEMA reimbursements and Grant Funds, Transfers from the General Funds, LOST Fund and Transportations Fund as well as ARPA Funds and double digit increases in property values have funded our CIP plan in the past.
- Our ability to continue this process has been reduced by the elimination of LOST funds, ARPA funds as well as CIP Reserve Funds.

						FY2027 vs FY2026 Budget	
Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	$ Change	% Change
Miscellaneous	63,600	-	-	-	-	-	
Grant Income	-	350,000	-	-	-	-	0%
	63,600	350,000	-	-	-		
Transfers In	2,140,991	1,039,638	386,524	386,524	1,233,000	846,476	219%
Approp from Reserves	-	299,242	648,779	142,575	-	(648,779)	0%
Total Other Sources	2,140,991	1,338,880	1,035,303	529,099	1,233,000	197,697	19%
Total Sources	$2,204,591	$1,688,880	$1,035,303	$529,099	$1,233,000	197,697	19%

						FY2027 vs FY2026 Budget	
Category	FY2024	FY2025	2026 Budget	FY2026 E	FY2027 PB	$ Change	% Change
Capital Outlay	493,935	1,688,880	1,035,303	529,099	1,233,000	197,697	19%
Total Capital	493,935	1,688,880	1,035,303	529,099	1,233,000	197,697	19%
Total Expenditures before Transfers Out	493,935	1,688,880	1,035,303	529,099	1,233,000	197,697	19%
Approp to Reserves	1,710,656	$ -	$ -	$ -	$ -	-	0%
Total Uses	$2,204,591	$1,688,880	$1,035,303	$529,099	$1,233,000	$197,697	$ 0

Preliminary FY2027 Capital Improvement Fund Projects and unfunded Projects

- We anticipate completing about 51% of our FY2026 Capital Projects.
- For FY2027, we will have to wait on potential Grants and reimbursements to fund projects as listed.

Category	Description	FY2025	FY2026
Road Paying Plan	A South	$ 363,688	
Road Paying Plan	N North		$ 400,000
Road Paying Plan	Collect Canal (A to B)	$ 145,475	
Road Paying Plan	E North Gap	$ 72,738	
Road Paying Plan	Folsom Gap	$ 72,738	
Road Paying Plan	West 25 Street Gap	$ 43,641	
Road Paying Plan	G West Gap	$ 29,020	
Road Rock Plan	Collect Canal (A to B)	$ 12,000	
Road Rock Plan	6th Ct		$ 52,500
Road Rock Plan	Lox Ave Tangerine to Citurs		$ 6,000
Road Rock Plan	A South	$ 75,000	
TPA Okeechobee Traffic			$ 100,000
Maintenance Projects	Pump House	$ 35,000	$ 120,000
Maintenance Projects	North Pump & Pumphouse		$ 400,000
SCADA & Telementry			$ 300,000
Swales & Culverts	Swales, Catch Basins	$ 350,000	$ 350,000
Swales & Culverts	South E & Citrus Drainage	$ 25,000	$ 200,000
Swales & Culverts	Tangerinne & Citrus	$ 25,000	$ 300,000
Swales & Culverts	Misc	$ 240,000	$ 200,000
Swales & Culverts	Folsum & 25th St Culvert	$ 80,000	
Swales & Culverts	Bunny Ln & D Rd Culvert	$ 140,000	
Swales & Culverts	Kerry Ln & F Rd Culvert	$ 140,000	
Resilience	Public Works Bldg	$ 10,000	
Resilience	Town Hall to EOC		$ 75,000
Community Cost Sharin	Community Cost Sharing Program	$ 150,000	
Trail System	North Road Trail	$ 20,000	$ 400,000
Repairs & Maint	Canal Bank Stabilization	$ 200,000	$ 500,000
		$ 2,229,300	$ 3,403,500
	Assumed Completed in FY2025	$ 2,132,399	
	Available funding (CIP Tab)		$ (1,341,167)
	Balance Unfunded	$ 96,901	$ 2,062,333

INTER-FUND TRANSFERS

Preliminary FY2027 Inter-Fund Transfers

Transfers between the Funds to Balance - Transfers In/(Out)

General Fund	Road & Drainage	Transportation	Capital Improvements	Total General Fund	Solid Waste Fund	Net
$ (820,000)			$ 820,000	$ -		$ -
		$ (413,000)	$ 413,000	-		-
$ (820,000)	$ -	$ (413,000)	$ 1,233,000	$ -	$ -	$ -

- If we can maintain the current Millage Rate and increase the Road & Drainage Assessment to $310 per Acre
- Then the Road & Drainage Fund will be self-supported, and this will allow the General Fund to spend 50% of estimated surplus on Capital Improvements.
- In addition, Transfers between the individual funds will be minimized.

FY 2027 Budget Summary

TOWN OF LOXAHATCHEE GROVES FLORIDA ALL FUNDS SUMMARY REPORT FOR PROPOSED BUDGET

	General	Road & Drainage Fund	Capital Impr Proj Fund	Solid Waste Fund	Transporation Fund	Total	
Taxes:							
Property Taxes	$ 2,281,989					$ 2,281,989	24%
Franchise Fees	635,479					635,479	7%
Taxes	560,640					560,640	6%
Intergovernmental	451,201				413,000	864,201	9%
Miscellaneous Revenues							
Assessments		2,301,538		388,206		2,689,744	29%
Miscellaneous	1,500	7,000				8,500	0%
Charges for Services	380,737					380,737	4%
Investment Income	68,000	3,000		2,000		73,000	1%
Fines & Forefeitures	22,000					22,000	0%
Licenses & Permits	450,291					450,291	5%
Dist Reimb	181,125					181,125	2%
Total Revenues	**$ 5,032,962**	**$ 2,311,538**	**$ -**	**$ 390,206**	**$ 413,000**	**$ 8,147,706**	
Other Sources:							
Transfers IN			1,233,000	42,429		1,275,429	14%
Total Revenues & Other Sources	**$ 5,032,962**	**$ 2,311,538**	**$ 1,233,000**	**$ 432,635**	**$ 413,000**	**$ 9,423,135**	**100%**
Expenditures, Uses							
Operating	807,725	1,127,446		432,635		2,367,806	25%
Law Enforcement	-					-	0%
Salaries & Related	2,046,312	1,068,405				3,114,716	33%
Capital Outlay	-	-	1,233,000			1,233,000	13%
Cost Recovery	230,000					230,000	2%
Professional Services	315,000	115,688				430,688	5%
Total Expenditures	**$ 3,399,037**	**$ 2,311,538**	**$ 1,233,000**	**$ 432,635**	**$ -**	**$ 7,376,210**	
Other							
Transfers OUT	862,429	-			413,000	1,275,429	14%
Approp to Reserves	771,496					771,496	8%
Other Total	**1,633,925**	**-**	**-**	**-**	**413,000**	**2,046,925**	
Total Expenditures & Other Uses	**$ 5,032,962**	**$ 2,311,538**	**$ 1,233,000**	**$ 432,635**	**$ 413,000**	**$ 9,423,135**	**100%**

FY 2027 Budget Calendar Events

FAB Meeting

- Continued budget discussions

July

- July Town Commission Sets Not To Exceed Maximum Millage Rate

August

- Special Budget Meetings (if needed)

September

- 1st Public Hearing to tentatively adopt proposed millage and proposed budget
- Budget ad submitted to newspaper
- 2nd Public Hearing. Town Commission adopts final budget, final millage

FY 2027 Budget: Questions

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-62

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.2564 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2026/2027; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2026/2027; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2026/2027 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 200.065 (TRIM), the Palm Beach County Property Appraiser has certified the taxable value within the jurisdiction of the Town of Loxahatchee Groves, including a copy of the Statement required to be submitted under Florida Statute Section 195.073(3) (a/k/a Form DR-420); and

WHEREAS, pursuant to Florida Statute Section 200.065(2)(b), the Town must advise the Palm Beach County Property Appraiser of its proposed millage rate, of it rolled back rate computed pursuant to Florida Statute Section 200.065(1), and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate, proposed millage levy for voted debt service, and the tentative budget.

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 Manager, or his designee, is hereby authorized and instructed to complete and transmit the DR-420 to the Palm Beach County Property Appraiser, and to take

such further action as is reasonably required pursuant to Section 200.065, Florida Statutes.

Section 3: The Town Council hereby adopts a proposed operating millage rate of **3.2564** for General Fund budget purposes for Fiscal Year 2026-2027.

Section 4: The Town Council hereby recognizes the rolled back millage rate as 2.8326 for General Fund budget purposes for Fiscal Year 2026-2027.

Section 5: The Town Council of the Town of Loxahatchee Groves hereby sets _____, at 6:00pm in the Town of Loxahatchee Groves Town Hall, 155 F Road Loxahatchee Groves, Florida 33470, as the date, time, and place of the Public Hearing to consider the proposed millage rate and the tentative budget.

Section 6: That if any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8: That this Resolution shall be effective immediately upon adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution was hereby:

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ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7TH DAY OF JULY 2026.

ATTEST:

Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:
Lisa El-Ramey, Seat 2

Voted:
Vice Mayor Manish Sood, Seat 5

Voted:
Councilmember William "Joe" Stephens, Seat 1

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-63

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 42 "Special Assessments," of the Code of Ordinances of the Town of Loxahatchee Groves, provides for the home rule authority of the Town Council to levy and collect special assessments; and

WHEREAS, Chapter 42, authorizes the Town to "create, install, improve, maintain and fund any and all costs associated with the Town establishing and operating a Town system of providing a solid waste collection services program (Solid Waste Collection Program) for residential and/or commercial service to the property owners, residents and citizens of the Town," and provides findings of special benefit to real property as a result of such services; and

WHEREAS, the Town has in place a Collection Agreement, pursuant to which the Town provides Solid Waste Collection Services to, among others, all residential properties that receive residential solid waste collection services within the Town; and

WHEREAS, the Town believes it is in the best interests of the residents and residential property owners to collect funds for the costs of the Town's Solid Waste Collection Services to all residential dwelling units that receive Solid Waste Collection Services provided by the Town, through its Collection Agreement, through the levy and collection of a special assessment, as such

will permit the payment for the services on an annual basis along with property taxes and other special assessments and reduce the costs of the Solid Waste Collection Program to the Town; and

WHEREAS, the Town's Collection Agreement with Contractor provides for the levy and collection of a Solid Waste Collection Services Special Assessment by the Town, and remittance of payment to Contractor; and

WHEREAS, Solid Waste Collection Services provided by the Town through its Collection Agreement as defined hereinafter provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; and

WHEREAS, Town staff has reviewed the budget for Solid Waste Collection Services for residential dwelling units that receive residential Solid Waste Collection Services provided by the Town through the Collection Agreement to ensure that the Solid Waste Collection Services Special Assessment meets the legal requirements for special benefit and fair apportionment; and

WHEREAS, the Town Council determines that it is fair and equitable to levy and collect a non-ad valorem special assessment to fund the Solid Waste Collection Services provided by the Town through its Collection Agreement, consistent with the methodology and allocation as provided hereinafter.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the Town Council and incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 42 "Special Assessments" of the Town's Code of Ordinances (the "Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE. This Resolution constitutes the Preliminary Assessment Resolution which initiates the process for developing the annual Assessment Roll and directs the imposition of a Solid Waste Collection Services Assessment as described hereinafter, for the Fiscal Year beginning October 1, 2026. Its purpose is to provide procedures and standards for the imposition of a Solid Waste Collection Services Assessment for all Dwelling Units that receive solid waste collection services within the Town under the general home rule powers of a municipality to impose special assessments, and to authorize a procedure for the funding of Solid Waste Collection Services for these residential properties, facilities, or programs providing special benefits to Assessed Properties within the Town.

SECTION 4. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Assessed Property" means all Residential Property that receive a special benefit from the delivery by the Town of the Solid Waste Collection Services, programs or facilities described herein.

"Assessment Coordinator" means the Town Manager or such other person designated by the Town Council to administer the Town's Solid Waste Collection Services, facility, or program, or such person's designee.

"Assessment Roll" means the special assessment roll relating to the residential Solid Waste Collection Services Assessment approved herein, or an Annual Rate Resolution pursuant to the Final Resolution.

“Billing Unit” means each Dwelling Unit receiving residential Solid Waste Collection Services.

"Cost Apportionment" means the apportionment of the residential Solid Waste Collection Services Assessed Cost among all Residential Properties that receive residential Solid Waste Collection Services pursuant to the apportionment methodology described in Section 8 of this Preliminary Assessment Resolution.

“**Dwelling Unit”** means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of mobile homes, travel trailers, or the like for residential purposes, with each mobile home, travel trailer, or the like used for residential purposes being a single Dwelling Unit.

"Estimated Solid Waste Collection Services Assessment Rate Schedule" means that rate schedule attached hereto as Appendix “A” and hereby incorporated herein by reference, specifying the Solid Waste Collection Services Assessed Costs determined in Section 9 of this Preliminary Assessment Resolution and the estimated Solid Waste Collection Services Assessments established in Section 9 of this Preliminary Assessment Resolution.

“Improvement Codes” mean the building use codes (also known as DOR codes) assigned by the Property Appraiser to Tax Parcels within the Town.

"Residential Property" means those Tax Parcels with a Code Description designated as Single-Family "Residential" within the Improvement Codes and those otherwise designated as “Residential” within the Improvement Codes that receive residential Solid Waste Collection Services by the Town through the Collection Agreement.

"Solid Waste Collection Services" shall mean the collection of solid waste as described in Section 42-9 of Town's Code of Ordinances, and as provided pursuant to the Collection Agreement with Contractor.

"Solid Waste Collection Services Assessment" means a special assessment lawfully imposed by the Town against Assessed Property to fund all or any portion of the cost for Town's Solid Waste Collection Services for residential properties, facilities, or programs providing a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property. Solid Waste Collection Services funded by this Solid Waste Collection Services Assessment include those services provided pursuant to the Town's Collection Agreement for residential Solid Waste Collection Services.

"Solid Waste Collection Services Cost" means the amount necessary in any Calendar Year to fund the provision of the Town's Solid Waste Collection Services for residential properties, facilities, or programs that provide a special benefit to Assessable Property, through the Collection Agreement. In addition, Solid Waste Collection Services Cost shall include all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Collection Services Assessment, including costs for providing required notice, legal and management staff costs, any service charges of the Tax Collector or Property Appraiser, and amounts necessary to off-set discounts received for early payment of Solid Waste Collection Services Assessments pursuant to the Uniform Assessment Collection Act.

"Tax Collector" shall mean the Tax Collector of Palm Beach County.

"Tax Parcel" means a parcel of property located within the Town to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"**Uniform Assessment Collection Act"** means Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any successor statutes authorizing the collection of non-ad valorem special assessments on the same bill as ad valorem taxes, and any regulations pertaining thereto.

SECTION 5. PROVISION AND FUNDING OF SOLID WASTE COLLECTION SERVICES.

(A) Upon the imposition of the Solid Waste Collection Services Assessment for Solid Waste Collection Services for residential properties, facilities, or programs against Assessed Property located within the Town, the Town shall provide Solid Waste Collection Services to such Assessed Property through the Collection Agreement. The cost to provide such Solid Waste Collection Services, facilities, or programs to residential properties, as described herein, shall be funded in whole or in part from proceeds of the Solid Waste Collection Services Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of Solid Waste Collection Services for properties, facilities, and programs in an amount not less than the Solid Waste Collection Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

SECTION 6. IMPOSITION AND COMPUTATION OF SOLID WASTE COLLECTION SERVICES ASSESSMENTS. Solid Waste Collection Services Assessments shall be imposed against all Residential Property Dwelling Units that receive residential Solid Waste Collection Services, as provided herein. The Cost Apportionment described herein is approved and adopted as the methodology to impose and compute the Solid Waste Collection Services Assessment.

SECTION 7. LEGISLATIVE DETERMINATIONS OF AUTHORITY, SPECIAL BENEFIT AND FAIR APPORTIONMENT. The Town Council adopts the following legislative

findings relating to the Solid Waste Collection Services special assessment:

AUTHORITY

7.1 Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Town Council has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of Town ordinances or resolutions.

7.2 The Town Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Town Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Solid Waste Collection Services, facilities or programs.

7.3 Section 403.706(1), Florida Statutes, provides that the Town is responsible to collect and transport solid waste from within its boundaries to a solid waste disposal facility.

7.4 To fulfill its obligations, the Town entered into a Collection Agreement with a Contractor for the collection and transport of solid waste from residential properties that receive residential solid waste collection services within the Town.

SPECIAL BENEFIT

7.5 The Town provides Solid Waste Collection Services to the Assessed Properties through its Collection Agreement. All Assessed Properties receive residential Solid Waste Collection Services, and therefore are required to receive the Town's Solid Waste Collection Services through the Town's Collection Agreement.

7.6 The special benefit provided to the Assessed Properties as a result of the provision of Solid Waste Collection Services by the Town through its Collection Agreement, and as a result of the Solid Waste Collection Services Assessment include, by way of example and not limitation, the availability and use of Solid Waste Collection Services by the owners and occupants of the Assessed Properties, the enhancement of environmentally responsible use and enjoyment of developed residential properties in the Town, the protection of public health and safety, ensuring sanitary collection and disposal of solid waste from Dwelling Units on Residential Property in the Town, a potential increase in value to property, and better service to landowners and tenants.

7.7 The Town's provision of Solid Waste Collection Services through its Collection Agreement possesses a logical relationship to the use and enjoyment of the Assessed Properties by:

7.7.1 protecting and potentially increasing the value of the Dwelling Units on Residential Property by providing solid waste services;

7.7.2 enhancing the environmentally responsible use of residential land in the Town;

7.7.3 protecting the health of intended occupants in the use and enjoyment of Dwelling Units on Residential Property by ensuring the proper collection and disposal of solid waste from the Assessed Properties;

7.8 Commercial properties, and multi-family residential properties in the Town that receive commercial solid waste collection services are not specially benefited by the Town's Solid Waste Collection Services funded by the Solid Waste Collection Special Assessment in that those properties receive volume-based solid waste collection services. Commercial properties and multi-family residential properties in the Town that do not receive residential solid waste collection services are not benefited by the provision of the residential Solid Waste Collection Services

provided by the Town through its Collection Agreement. Therefore, it is fair and reasonable not to levy a special assessment for the funding of residential solid waste collection services upon those properties. The cost of services provided to properties that are not assessed shall not be paid by any funds collected pursuant to the Town's Solid Waste Collection Special Assessment.

IMPOSITION AND COLLECTION

7.9 The Solid Waste Collection Services Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

7.10 The Solid Waste Collection Services Assessment imposed pursuant to this Resolution is imposed by the Town of Loxahatchee Groves' Town Council, not the Palm Beach County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed as ministerial.

7.11 So long as the Solid Waste Special Assessment is levied, the Assessed Properties will not be billed directly by the Town for the Solid Waste Collection Services they receive from the Town through the Collection Agreement.

APPORTIONMENT

7.12 The size or the value of the Residential Property does not determine the scope of the required solid waste services. The potential demand for Solid Waste Collection Services is driven by the existence of a Dwelling Unit.

7.13 Apportioning the Solid Waste Assessed Costs for Solid Waste Collection Services attributable to Residential Property on a per Dwelling Unit basis (Billing Units) avoids cost inefficiency and unnecessary administration and is a fair and reasonable method.

7.14 Because commercial properties, and multi-family residential properties that receive commercial solid waste collection services, do not benefit from the provision of Solid Waste Collection Services by the Town through the Collection Agreement, the Solid Waste Collection Services Assessed Costs are not apportioned to those properties.

SECTION 8. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES. The Collection Agreement provides for an annual charge for the Solid Waste Collection Services provided by the Town through its Collection Agreement. The Solid Waste Collection Services Costs include other costs associated with the Solid Waste Collection Special Assessment, which are then allocated to the Assessed Properties in addition to the annual charge in the Collection Agreement to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Dwelling Units on such Tax Parcel. For the Fiscal Year commencing October 1, 2026, the annual charge per Dwelling Unit (Billing Units) in the Town is $300.00.

SECTION 9. DETERMINATION OF SOLID WASTE COLLECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL SOLID WASTE COLLECTION ASSESSMENT RATES.

(A) The Solid Waste Collection Service Assessed Costs to be assessed and apportioned among Assessed Properties pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2026, is the amount determined in the manner described in Section 8 above, and within the Estimated Solid Waste Collection Services Assessment Rate Schedule, attached hereto as Appendix “A”. The approval of the Estimated Solid Waste Collection Services Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Collection Services Assessed Costs.

(B) The estimated Solid Waste Collection Services Assessments specified in the Estimated Solid Waste Collection Services Assessment Rate Schedule are hereby established to fund the Solid Waste Collection Services Assessed Costs determined to be assessed in the Fiscal Year beginning October 1, 2026.

(C) The estimated Solid Waste Collection Services Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Assessment Roll for the Fiscal Year beginning October 1, 2026, as provided in Section 10 of this Preliminary Assessment Resolution.

SECTION 10. ANNUAL ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year beginning October 1, 2026, in the manner provided in this Preliminary Assessment Resolution. The Assessment Coordinator shall apportion the estimated Solid Waste Collection Service Assessed Cost to be recovered through Solid Waste Collection Services Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and the Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2026, be in printed form if the amount of the Solid Waste Collection Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Collection Services Assessments for the Town's Solid Waste Collection Services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Solid Waste Collection Services Assessed Cost among parcels of Assessed Property located within the

Town, as the methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the residential Solid Waste Collection Services provided by the Town through its Collection Agreement.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on_____, at 6:00pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Collection Services Assessment from the public and affected property owners and consider imposing the Solid Waste Collection Services Assessment and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The Town Manager, or his designee, shall publish notice of the public hearing authorized by Section 11 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than twenty (20) days prior to the date of the public hearing authorized in Section 11 above, in substantially the form attached hereto as Appendix "B".

SECTION 13. NOTICE BY MAIL. The Town Manager, or his designee, shall also ensure timely notice by use of the TRIM notice forwarded annually by the Property Appraiser's Office, or by U.S. Mail as may be required by law (including Chapter 2003-348 Laws of Florida, a special act relating to the annual TRIM notice in Palm Beach County), to the Owner of each parcel of Assessed Property, at least twenty (20) days prior to the public hearing, as required by the Ordinance, and the Uniform Assessment Collection Act.

SECTION 14. PROOF OF NOTICE. The Town Manager, or his designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the Town from the Solid Waste Collection Services Assessments will be utilized solely for the provision of Solid Waste Collection Services, facilities, and programs by the Town to Assessed Properties, through its Collection Agreement, as described herein.

SECTION 16. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. SEVERABILITY. 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 18. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

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Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution was hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7TH DAY OF JULY 2026.

ATTEST:

_____
Kenthia White, Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:*
Councilmember William "Joe" Stephens, Seat 1

_____ *Voted:*
Councilmember Anita Kane, Seat 3

_____ *Voted:*
Councilmember Paul Coleman II, Seat 4

APPENDIX A

ESTIMATED SOLID WASTE COLLECTION SERVICES ASSESSMENT RATE SCHEDULE

SECTION A-1 DETERMINATION OF SOLID WASTE COLLECTION SERVICES ASSESSED COSTS. The estimated Solid Waste Collection Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2026, is **$435,635.00.**

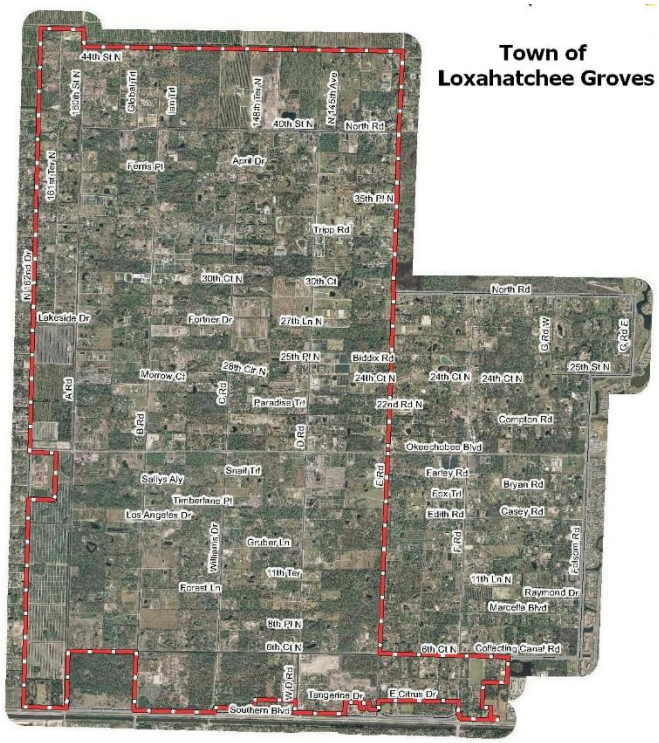
SECTION A-2 ESTIMATED SOLID WASTE COLLECTION SERVICES ASSESSMENTS. The estimated Solid Waste Collection Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Solid Waste Collection Services Assessed Cost for the Fiscal Year commencing October 1, 2026, are hereby established as follows for the purpose of this Preliminary Assessment Resolution:

RESIDENTIAL DWELLING UNITS: **$300.00 PER DWELLING UNIT (BILLING UNIT)**

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To be published no later than August 14, 2026.



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE COLLECTION SERVICES SPECIAL ASSESSMENTS

Notice is hereby given that the Town Council of the Town of Loxahatchee Groves will conduct a public hearing to consider imposing Solid Waste Collection Services Special Assessments upon residential dwelling units that receive residential solid waste collection services, for the Solid Waste Collection Services provided by the Town to such properties within the Town of Loxahatchee Groves.

The hearing will be held at 6:30pm on September 1, 2026, at Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and

to file written objections with the Town Council within 20 days of this notice. If a person decides to appeal any decision made by the Town Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's Office at (561) 807-6672, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of dwelling units attributed to that parcel. The proposed Solid Waste Collection Services Assessment is as follows:

$300.00 PER DWELLING UNIT

Copies of the Assessment Ordinance, the Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (561) 807-6672, Monday through Friday between 8:30 am to 4:30 pm.

TOWN CLERK TOWN OF LOXAHATCHEE GROVES.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2026-DD05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District ("District"), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and

WHEREAS, the District has been authorized by the Florida Statutes to construct, improve, manage and maintain water control and drainage facilities, and by the Florida Legislature to construct, improve, maintain and repair roadways, within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to Chapter 298 and section 189.05, Florida Statutes, and the Special Act; and

WHEREAS, it is fair and reasonable to impose a non-ad valorem special assessment upon specially benefited property to fund the costs of the District Services; and

WHEREAS, the Board of Supervisors determines that such operations, repairs and maintenance of the District works are uniformly required within all Units of the District and properties receiving District Services, as each is connected and receive equal benefit through the operations and maintenance of the District's Services; and

WHEREAS, the Board of Supervisors for the District finds that there are 7,801.48 Assessable Units (acres) that receive the benefits of District and being assessed for such services through this Resolution; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to levy and collect the special assessment to fund District Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, 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. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 46 of the Town of Loxahatchee Groves Code of Ordinances, Chapter 2018-175, Laws of Florida, (the "Special Act"), which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

(a) Purpose. This Resolution constitutes the Preliminary Rate Resolution which initiates the annual process for imposing the annual special assessments, as authorized Chapters 189 and 298, Florida Statutes, creates the Assessment Roll and directs the imposition of Loxahatchee Groves Water Control District Special Assessments for the Fiscal Year beginning October 1, 2026.

(b) Definitions. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Special Act and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

1. *Assessed Costs* shall include all costs of providing District Services to and for Assessed Properties that receive benefits from District Services, including water control and drainage services, and as well as road construction, improvement, repair and maintenance services associated with the District's responsibilities of providing water control and drainage services to Assessed Properties within the Town. These costs shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction, or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the

cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever, (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the District, or the Town as authorized by the Interlocal Agreement between the Town and District, to provide District Services; (M) all costs associated with the structure, implementation, collection, and enforcement of the special assessment, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of special assessment pursuant to the Uniform Assessment Collection Act and Florida law; (N) all other costs and expenses necessary or incidental to the provision of District Service or construction of District facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the District Board of Supervisors by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible special assessments; and (P) reimbursement to the Town or any other Person for any moneys advanced for any costs incurred by the Town or such Person in connection with any of the foregoing components of Assessed Cost or the provision of District Services.

2. *Assessed Properties* shall mean all properties that are provided a special benefit by the District's provision of District Services.
3. *District Services* are all services (including those items described above in the definition of Assessed Costs) provided by the District relating to water control and drainage services, and road construction, improvement, repair and maintenance services associated with the District's responsibilities.

SECTION 4. PROVISION AND FUNDING OF THE DISTRICT'S WATER MANAGEMENT SYSTEM.

(a) Upon the imposition of District Special Assessment, the District shall provide District Services to such Assessed Property.

(b) It is hereby ascertained, determined and declared that each Assessed Property will be benefited by the District's provision of District Services in an amount not less than the special assessment imposed upon such Assessed Properties, computed in the manner set forth herein.

SECTION 5. IMPOSITION AND COMPUTATION OF WATER MANAGEMENT SYSTEM ASSESSMENTS. The special assessment for District Services shall be imposed upon all Assessable Units that receive District Services.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT, FAIR APPORTIONMENT, AND PARCEL APPORTIONMENT METHODOLOGIES.

(a) Special Benefit: The District is authorized to levy and collect the special assessment pursuant to the Special Act, Town Ordinances and Chapters 189 and 298, Florida Statutes. Assessed Properties are benefitted by the provision of District Services:

1. Water control and drainage services enable the use of lands, including the development thereof;
2. The unique nature of the roads and water control and drainage facilities, including the canal networks, has resulted in an interconnection of the two types of facilities, such that the proper repair and maintenance of one directly affects the use and functionality of the other. Roadway drainage facilities, including culverts, must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the water control system, including the canals. The canals and related drainage facilities must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the roadways, including avoidance of washouts and roadway collapses, which affects the usability and safety of roadways and impairs access to Assessed Properties.
3. The importance of roadway construction, improvement maintenance and repair to the ability of the District to provide water control and drainage services was recognized by the Florida Legislature in 1999, as evidenced by Chapter 99-425, Florida Statutes, which expressly provided the power to the previously independent water control district "to maintain roadways and roads necessary and convenient for the exercise of the powers and duties" of the district, and "to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the

reclamation operations of the district." The Florida Legislature, further recognizing the importance of roads and roadways to the ability of the District to provide water control and maintenance services, authorized the formerly independent special district to "construct, maintain, improve and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or board of supervisors thereof."

4. The special benefits provided by the District Services to Assessed Property include, but are not limited to: (A) the ability to use and develop property; (B) enhancing safety and access to Assessed Property; (C) improved appearance; (D) rendering Assessed Property more adaptable to a current or reasonably foreseeable use; (E) alleviation of the burdens caused by drainage and accumulation attendant with the use of Assessed Property; and (F) ensuring that the interaction between the drainage and roadway facilities is facilitated so that both functions work in a coordinated fashion to ensure proper water control and drainage, and safety of travel and use of roads and roadways within the Town.

These findings provide the requisite special benefit and logical relationship between the District Services and real property so as to permit the District Services to be funded by non-ad valorem special assessment.

(b) Fair and Reasonable Apportionment: It is fair and reasonable to equally apportion the Assessed Costs of the Water Management System upon the assessed units, on a per acre basis, as the size of the Assessed Property corresponds with its impact with water control and drainage facilities, as well as the potential for use of roadways reliant on proper drainage, and the amount of the assessment on each of the assessed units does not exceed the benefits received by each assessed unit from the District's Services.

(c) Units: Assessable Units shall be calculated on a per acre basis. Each tract or parcel of land that is less than one acre shall be assessed as one full acre (one unit). Each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

SECTION 7. DETERMINATION OF WATER MANAGEMENT SYSTEM ASSESSED COSTS; ESTABLISHMENT OF ANNUAL WATER MANAGEMENT SYSTEM ASSESSMENT RATES.

(a) The District Services Assessed Costs to be assessed and apportioned among Assessed Properties for the Fiscal Year commencing October 1, 2026, is preliminarily ~$2.4 million. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2026, is $310 per Unit. The adoption of this Preliminary Rate Resolution determines the amount of the District Services Assessed Costs. The remainder of such Fiscal Year budget for District Services shall be funded from available District revenue other than assessment proceeds.

(b) The estimated special assessment specified herein are hereby established to fund the costs of the District Services to be assessed in the Fiscal Year commencing October 1, 2026.

(c) The estimated special assessment established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Palm Beach County Property Appraiser in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2026 as provided in this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

(a) The Palm Beach County Property Appraiser is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2026, in the manner provided herein and Section 197.3632, Florida Statutes. The Assessment Roll shall include all units being assessed herein. The Palm Beach County Property Appraiser shall apportion the estimated Assessed Costs in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Special Act, Town Ordinances, and the updated Assessment Roll shall be maintained on file in the office of the Secretary of the District and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2026, be in printed form if the amount of the special assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(b) It is hereby ascertained, determined, and declared that the method of determining the special assessments for District Services as set forth herein is a fair and reasonable method of apportioning the Assessed Cost among units of Assessed Property.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 1, 2026, at 6:00 pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Board of Supervisors of the

District will receive and consider any comments on the special assessment from the public and affected property owners and consider imposing District Services Assessments for the Fiscal Year beginning October 1, 2026, and collecting the assessments on the same bill as non-ad valorem taxes.

SECTION 10. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the District from the special assessment will be utilized for the District Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund District Services.

SECTION 11. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. SEVERABILITY. 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 13. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7TH DAY OF JULY 2026.

LOXAHATCHEE WATER CONTROL DISTRICT

ATTEST:

_____

Clerk of the Loxahatchee Water District
Kenthia White, Acting Town Clerk

Voted: _____

Chairperson/President Lisa El-Ramey, Seat 2

Voted: _____

Treasurer Manish Sood, Seat 5

APPROVED AS TO LEGAL FORM:

_____

Attorney for the Loxahatchee Water Control District

Voted: _____

Supervisor William "Joe" Stephens, Seat 1

Voted: _____

Supervisor Anita Kane, Seat 3

Voted: _____

Supervisor Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Honorable Mayor and Members of the Town Council**

FROM: **Craig Lower, Public Works Director**

VIA: **Valerie Oakes, Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Discussion/Direction – Closure of Loxahatchee Avenue at Tangerine Drive**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background

The purpose of this memorandum is to request directions from the Town Council regarding traffic control and access modifications at the intersection of Loxahatchee Avenue and Tangerine Drive.

Town Staff has evaluated alternatives to address vehicle circulation, public safety, and roadway maintenance concerns at this location. Staff is seeking Council direction on the preferred option.

Gate, Guardrail, and Dead-End "T" Turnaround

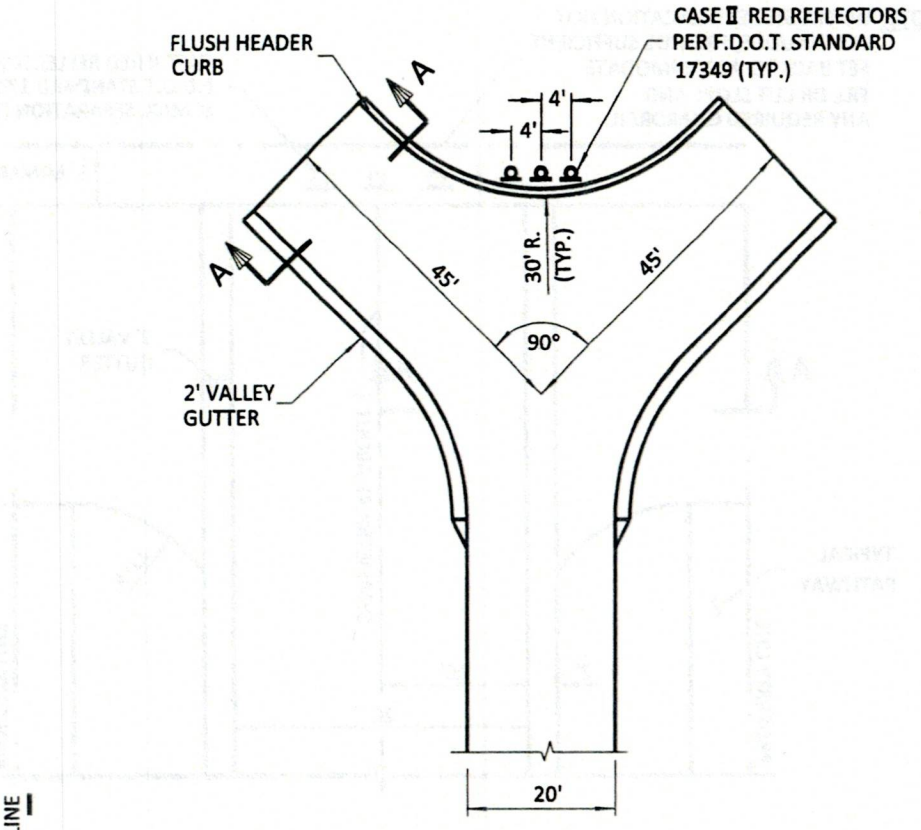
- Installation of a gate and guardrail system at the roadway intersection.
- Provides a controlled closure while allowing Town Staff and emergency responders access when necessary.
- Maintains operational flexibility for emergency situations and maintenance activities.
- Installation and long-term maintenance costs would be higher than other alternatives.
- Construction of a dead-end 'T' turnaround in accordance with Palm Beach County Engineering Standard Drawing No. 100.5E.
- Allow passenger vehicles, service vehicles, and emergency responders to safely turn around without continuing through the roadway.
- Provides a roadway design that is consistent with accepted engineering standards for temporary dead-end streets.
- If the roadway is extended in the future, the turnaround can be removed and the roadway connection restored as necessary.

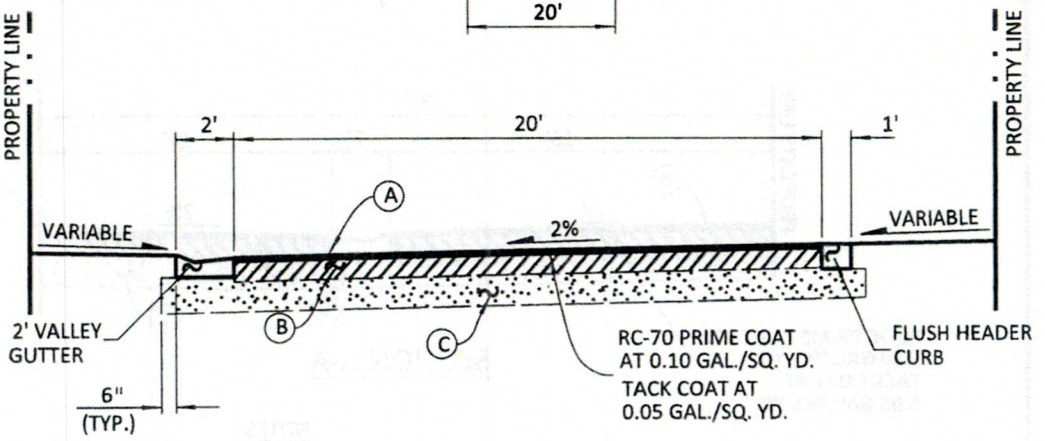
Recommendation

Staff recommend the installation of a gate and guardrail in conjunction with a dead-end 'T' turnaround. This option maintains emergency access, provides safe vehicle maneuverability, discourages through traffic, and follows Palm Beach County roadway design standards.

Requested Action

Town Staff requests discussion and direction from the Town Council regarding the proposed gate, guardrail, and dead-end turnaround so Staff may proceed accordingly.





SECTION A-A

(A) WEARING SURFACE: SEE TABLE 100.6

(B) BASE: SEE TABLE 100.6

(C) SUBGRADE: SEE TABLE 100.6

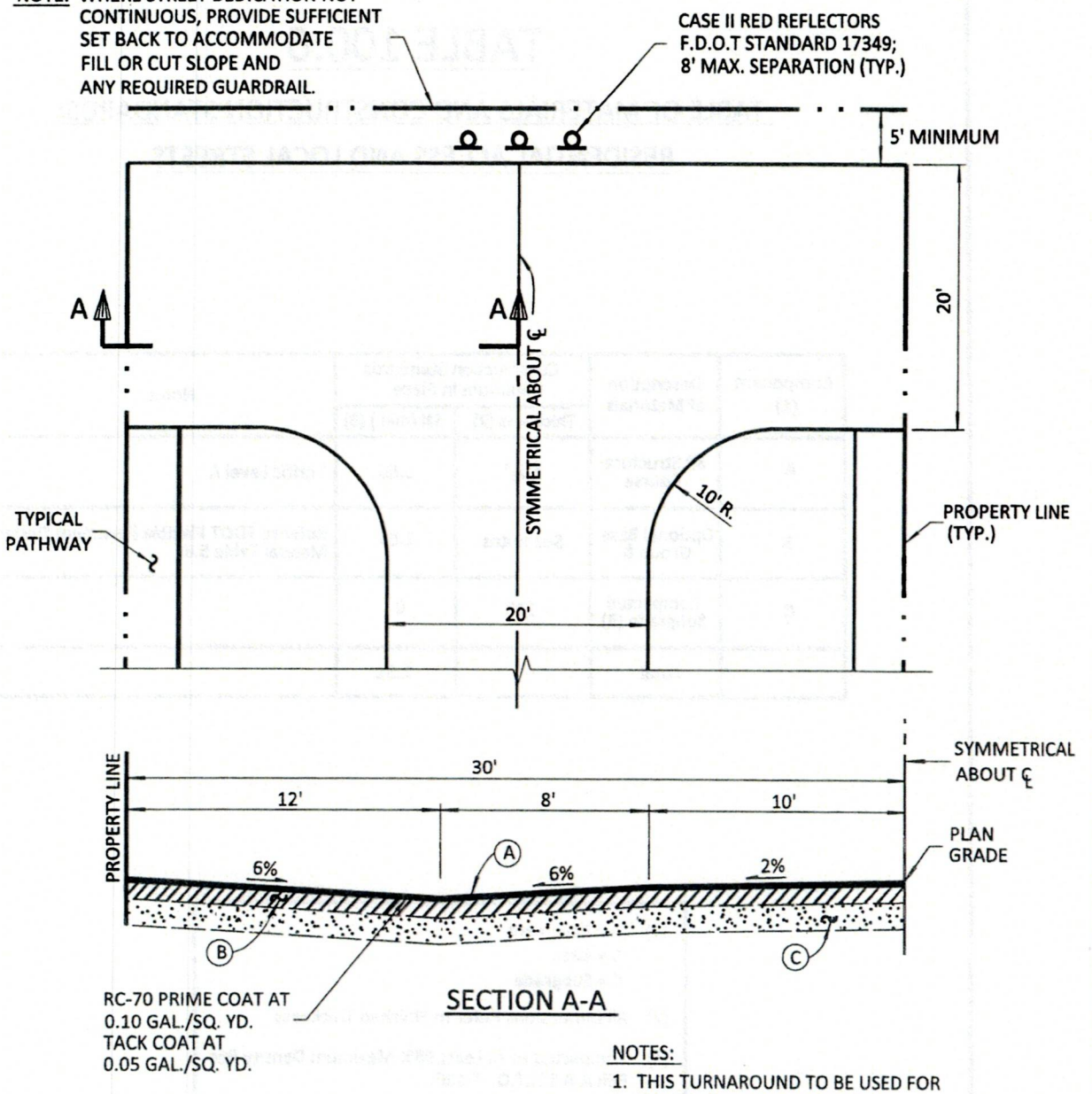
NOTE:

THIS SECTION SHALL BE ALLOWED ONLY AS A PERMANENT DEADEND TREATMENT ON 32 FT. AND 40 FT. RESIDENTIAL ACCESS STREETS.

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/100.5D

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				WYE TURNAROUND	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.L.	03/22/91	E.K.	04/08/1991	APPROVED: EFFECTIVE:	100.5D
		J.M.K.	02/01/2018	COUNTY ENGINEER OR DESIGNEE 2/7/18	

NOTE: WHERE STREET DEDICATION NOT CONTINUOUS, PROVIDE SUFFICIENT SET BACK TO ACCOMMODATE FILL OR CUT SLOPE AND ANY REQUIRED GUARDRAIL.



SECTION A-A

NOTES:

1. THIS TURNAROUND TO BE USED FOR TEMPORARY DEAD-END ONLY.
2. UPON EXTENSION OF STREET, EXCESS PAVEMENT TO BE NEATLY SAW-CUT AND REMOVED. BASE TO BE REMOVED FROM 1 FT. BEYOND FINAL EDGE OF PAVEMENT TO PROPERTY LINE. SHOULDER TO BE RE-CONSTRUCTED TO APPROPRIATE SECTION.

(A) WEARING SURFACE: SEE TABLE 100.6

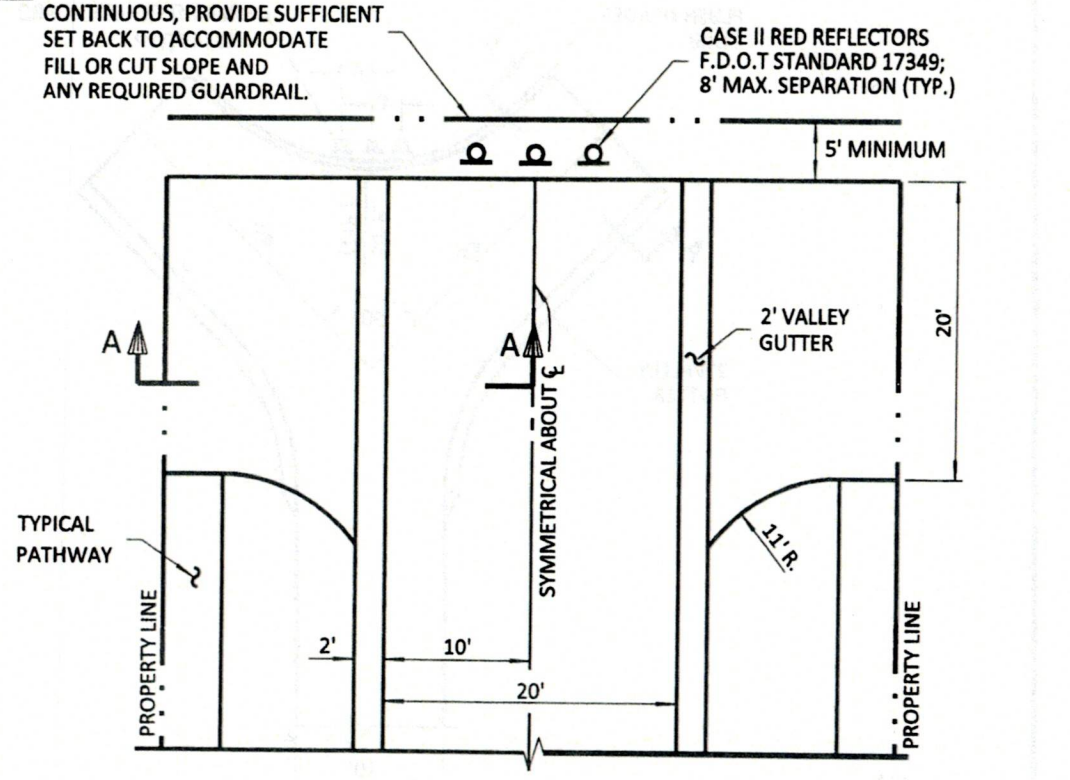
(B) BASE: SEE TABLE 100.6

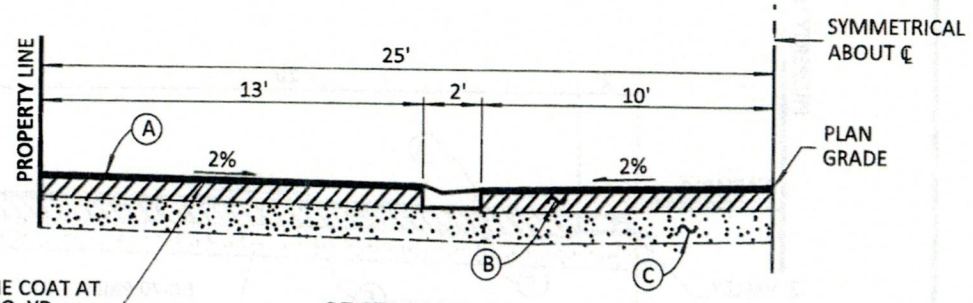
(C) SUBGRADE: SEE TABLE 100.6

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/100.5F

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				"T" TURNAROUND FOR 60 FT. LOCAL STREET	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	100.5F
				COUNTY ENGINEER OR DESIGNEE 2/9/18	

NOTE: WHERE STREET DEDICATION NOT CONTINUOUS, PROVIDE SUFFICIENT SET BACK TO ACCOMMODATE FILL OR CUT SLOPE AND ANY REQUIRED GUARDRAIL.





RC-70 PRIME COAT AT 0.10 GAL./SQ. YD.
TACK COAT AT 0.05 GAL./SQ. YD.

SECTION A-A

NOTES:

1. THIS TURNAROUND TO BE USED FOR TEMPORARY DEAD-END ONLY.
2. UPON EXTENSION OF STREET, EXCESS PAVEMENT TO BE REMOVED. BASE TO BE REMOVED FROM 1 FT. BEHIND VALLEY GUTTER TO PROPERTY LINE. SHOULDER TO BE RECONSTRUCTED TO APPROPRIATE SECTION.

(A) WEARING SURFACE: SEE TABLE 100.6

(B) BASE: SEE TABLE 100.6

(C) SUBGRADE: SEE TABLE 100.6

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/100.5E

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				"T" TURNAROUND FOR 50 FT. LOCAL STREET	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE: COUNTY ENGINEER OR DESIGNEE 2/9/18	100.5E

TABLE 100.6

TABLE OF MATERIALS AND CONSTRUCTION STANDARDS: RESIDENTIAL ACCESS AND LOCAL STREETS

Component (1)	Description of Materials	Construction Standards Minimum In Place		Notes
		Thickness (2)	SN (min.) (3)	
A	SP Structural Course	1 ½"	0.66	Traffic Level A
B	Optional Base Group 8	See notes	1.65	Refer to FDOT Flexible Pavement Design Manual Table 5.6
C	Compacted Subgrade (3)	12"	0	
	Total		2.31	

(1) A = Pavement
B = Base
C = Subgrade

(2) All Dimensions Refer to Finished Thickness

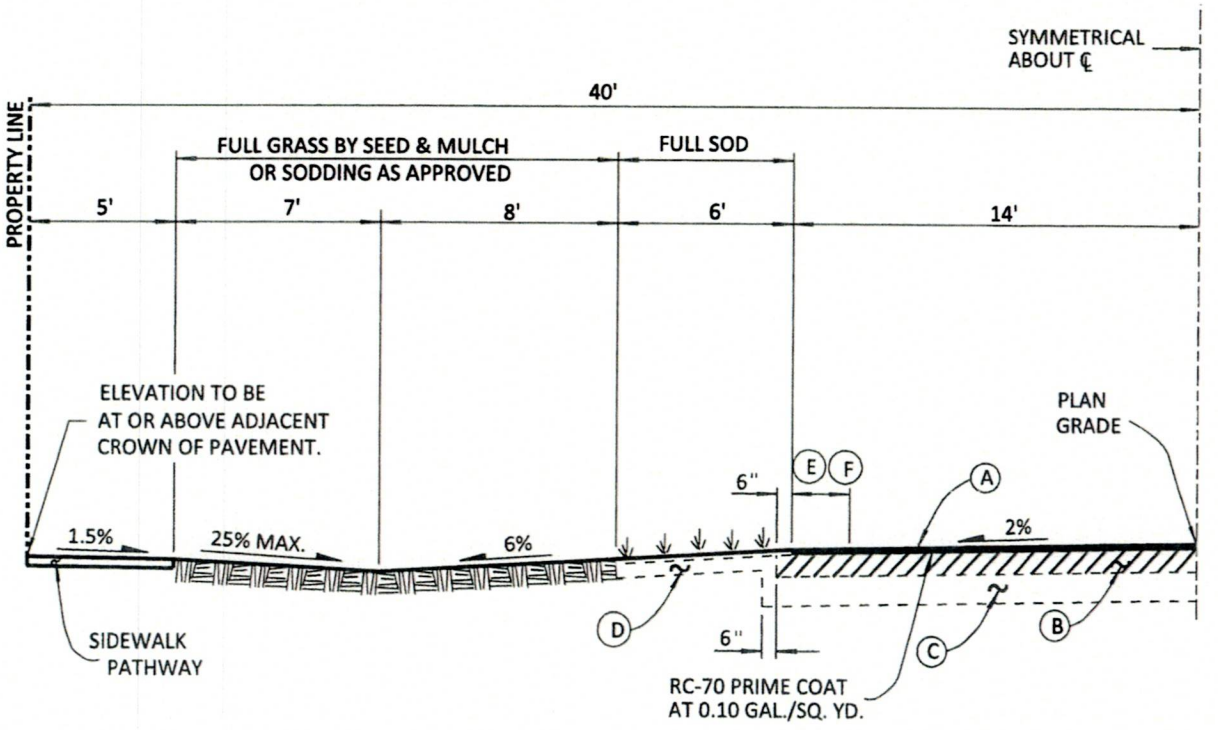
(3) Compacted to At Least 98% Maximum Density Per PER A.A.S.H.T.O. T-180.

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/100.6

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				TABLE OF MATERIALS AND CONSTRUCTION STANDARDS: RESIDENTIAL ACCESS AND LOCAL STREETS	DRAWING
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	100.6
				COUNTY ENGINEER OR DESIGNEE 2/9/18	

NOTES:

1. THE TERM NON-PLAN REFERS TO A ROADWAY SECTION THAT IS NOT IDENTIFIED AS A MAJOR ROAD ON THE PALM BEACH COUNTY THOROUGHFARE RIGHT-OF-WAY IDENTIFICATION MAP.
2. THE SECTIONS FOR MAJOR STREETS MAY ALSO BE UTILIZED IN LIEU OF THIS SECTION. REFER TO THE ROADWAY PRODUCTION DIVISION'S DESIGN STANDARDS.



(A) WEARING SURFACE: SEE TABLE 100.9

(B) BASE: SEE TABLE 100.9

(C) SUBGRADE: SEE TABLE 100.9

(D) COMPACTED SHOULDER STABILIZED TO MIN. FBV 75 P.S.I. TO 6 INCHES DEPTH. SHOULDER TO BE GRADED 0.2 FT. BELOW PLAN GRADE AND FULLY SODDED.

(E) LANES: 12 FT. WIDE WITH 2 FT. PAVED SHOULDERS

(F) STRIPING: SEE SECTION 500 NOTES

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/100.7A

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				80 FT. NON-PLAN COLLECTOR STREET: SWALE, SIDEWALK PATHWAY	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE: 2/9/18 COUNTY ENGINEER OR DESIGNEE	100.7A

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Town Council**

FROM: **Valerie Oakes, Acting Town Manager**

DATE: **July 7, 2026**

SUBJECT: **Discussion regarding Town Attorney's Contract**

Legal Sufficiency: ☐ **Reviewed** ☐ **Not Reviewed**
☐ **Approved** ☐ **Not Approved**

BACKGROUND

At the June 2, 2026, Regular Town Council Meeting, the Town Council requested that a discussion regarding the Town Attorney's employment agreement be placed on the next regular agenda. Accordingly, this item has been scheduled for discussion at the July 7, 2026, Regular Town Council Meeting.

Historically, the Town of Loxahatchee Groves contracted with outside law firms to provide municipal legal services. On June 3, 2025, the Town Council discussed the Town Attorney contract and conducted an analysis of legal expenditures.

During that meeting, Mr. Glen Torcivia of Torcivia, Donlon, Goddeau & Rubin, P.A. notified the Town Council that his firm would be submitting a 30-day notice of resignation as the Town Attorney. Following that action, the Town initiated a solicitation for letters of interest from qualified firms to provide interim municipal legal services. Responses were received from Weiss, Serota, Helfman, Cole & Bierman; Nason Yeager Gerson Harris & Fumero, P.A.; and Jeffrey S. Kurtz, Esq.

During the recruitment process, the Town Council discussed the potential benefits and challenges associated with transitioning from an outside legal services model to an in-house Town Attorney model. Following Council discussion, the Town Council, on August 5, 2025, Regular Meeting, approved an Employment Agreement with Jeffrey S. Kurtz to serve as the Town's in-house Town Attorney.

Mr. Kurtz currently serves as the Town Attorney pursuant to the Employment Agreement approved by the Town Council. His current annual salary is $141,750.18 and his contract is set to expire on January 31, 2027.

STAFF RECOMMENDATION

Staff recommends that the Town Council review, discuss and provide direction to staff regarding any desired next steps.

ATTACHMENTS

1. May 20, 2025, Legal Fee Analysis prepared by Glen J. Torcivia of Torcivia, Donlon, Goddeau & Rubin, P.A.
2. Employment Agreement – Jeffrey S. Kurtz
3. Town Attorney Job Description

TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Amelia Jadoo
Daniel Harrell, Of Counsel

May 20, 2025

VIA ELECTRONIC MAIL ONLY
Mayor and Town Council
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Analysis of Legal Fees

Dear Mayor and Town Council:

In accordance with your request, the following is an analysis of legal fees expended by the Town of Loxahatchee Groves along with a comparison of legal fees for other municipalities which our firm represents as City Attorney, and suggestions on how to reduce fees.

Part I - Analysis of General Fees, by Category, Expended from October 1, 2024 through March 31, 2025

Projects	10/1/24 – 3/31/25
Trees (Article 87 & Removal)	$5,591.37
Civil Citations	$3,630.76
Culverts	$3,558.14
1300 D Road	$1,282.87
Livestock Waste	$12,925.48
Water Control Plan	$6,704.80
School Zone/Redspeed	$3,705.80
WAGFLO	$4,284.29
Sign Code	$9,343.14

Projects	10/1/24 – 3/31/25
ULDC	$1,645.94
Solid Waste	$1,452.31
Fireworks	$1,379.69
Charter	$919.79
Priorities (added March 2025)	$3,340.29

Part II – Analysis of Legal Fees expended by the Town by fiscal year since October 1, 2020:

October 1, 2020 to September 30, 2021 – $196,267.00
October 1, 2021 to September 30, 2022 – $296,061.00[1]
October 1, 2022 to September 30, 2023 – $410,236.00
October 1, 2023 to September 30, 2024 – $388,267.00
October 1, 2024 to March 31, 2025 - $292,170.26

This is how much time our Firm provided to the Town of Loxahatchee Groves from October 1, 2024 through March 31, 2025 without charging for those services:

	Hours	Not Billed
October 2024	23.7	$5,747.25
November 2024	20.5	$4,971.25
December 2024	17.4	$4,219.50
January 2025	32.9	$7,978.25
February 2025	27.2	$6,596.00
March 2025	61.3	$14,865.25
TOTAL:	**183**	**$44,377.50**

Part III. Comparison of Legal Fees for October 1, 2023 to September 30, 2024 for several of the clients that our Firm serves as City/Town/Village Attorney

The category of general government includes attending Commission meetings, Advisory Board meetings (i.e., Planning and Zoning), communications with City Manager and Staff, land use, drafting ordinances, resolutions and contracts, purchasing, procurement, and agenda items. This category is included for all municipalities listed.

1 Francine Ramaglia became the Interim Town Manager in May, 2022 and Town Manager on October 4, 2022.

City/Town/Village	Population[2]	Additional Services Provided by Each Municipality	Fees
Belle Glade	20,000	CRA; Parks & Recreation; Campground and Marina; Municipal Solid Waste & Recycling; Facilities Maintenance & Garage; Municipal Golf Course; Museum; Passports; Municipal Airport	Less than $200,000
Greenacres	43,990	Fire Rescue; Parks & Recreation; K-12 After School Programs including transportation; Youth Camps; Passports; Stormwater Management	Less than $200,000
Highland Beach	4,200	Police Dept. (including Marine Patrol Unit); Fire Rescue (including construction of new Fire Rescue building); Municipal Library; Water Utility	Less than $200,000
Loxahatchee Groves	3,400	Water Management including drainage and canals	$403,228.67
Palm Springs	26,890	Police Dept.; Municipal Library; CRA; Parks & Recreation, Water Utility; Youth Camps; Senior Programs; Stormwater Management	Less than $200,000

Part IV. Increase in Attorney's Fees compared to Increase in Staff Salaries

As you can see, our legal fees have significantly increased from fiscal year 2022 to fiscal year 2024. In 2022, our legal fees had increased from $196,267 in the prior year to $296,061 in the FY 22 year. In both of the next two (2) fiscal years, 2023 and 2024, our fees increased to approximately $400,000 each year. The increase from the FY 22 fees to the FY 24 fees was approximately 30%. During the same time frame, staff salaries went from $1.318 million to $2.067 million which was a 62% increase in salaries (see attached). As you can see, the rate of increase

2 As reflected in the Palm Beach County League of Cities Membership Directory.

in legal fees has been about one half of the increase in staff salaries.

Many of you have heard the Town Manager state that she has been trying to clean up twenty (20) years of backed up work. Those efforts are reflected in the increase in both staff and attorneys costs. As the Town Manager wrote, in a January 9, 2025 email to Councilwoman Maniglia, "I will say that we do use our attorney more than many other cities as we do not have the level of staff—in numbers or level of expertise— or even just the physical time to write and/or address the numerous issues that the Town faces as well as the bottleneck of "righting the past" and of course the volleyball that generally has us looking at the same issues multiple times to no avail."

As I believe you are all aware, attorneys' fees are driven primarily by assignments from the Town Manager. Occasionally, there are assignments from the Council such as drafting a certain ordinance but the vast majority of your expenses on attorneys' fees are through assignments from the Manager.

Part V. Suggestions for Reduction of Fees

As the Town Manager noted, many issues seem to go unresolved for many years. The delay in resolution may be for a variety of reasons, such as for the matter to return to Council numerous times with changes, for seeking review and comments from outside consultants and/or staff on each revised draft, for scheduling before an advisory board, for providing a draft that is ready for Council consideration, or for changes in direction or prioritization. When items are not completed in a timely manner, there is always an increase in cost, both in staff time and attorneys' fees, in re-engaging on a topic that may have had no activity for many months. One suggestion would be to establish deadlines by which projects should be completed and scheduling additional deadlines if the project needs more work after its initial deadline.

Another suggestion would be to prioritize projects. You have often heard discussions about there are too many priorities, too many issues that the Town is trying to tackle all at once. This often leads to many items not being completed; as soon as one priority gains momentum, another priority seems to overtake it and puts the first priority on the back shelf. For this reason, establishing deadlines and prioritizing projects have to work together.

A third suggestion would be to not have contracts prepared by staff and then sent to us for review. It would be much more efficient to simply provide us with the necessary information and have us draft the contract.

A fourth suggestion would be to instruct that agenda items are provided to our office in a timely manner. Attached is the Town's "Deadlines for Agenda Items/Agenda Publication" document. Rarely do we receive items to review in accordance with the Town's policy. We are often provided items to review a day or two prior to agenda publication.

I trust that the above is of assistance to you and look forward to working with you to provide excellent legal services in the most cost effective manner.

Sincerely,

Glen J. Torcivia

cc: Francine Ramaglia, Town Manager
Valerie Oakes, Town Clerk

EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND JEFFREY S. KURTZ AS TOWN ATTORNEY

THIS AGREEMENT is made and entered between JEFFREY S. KURTZ ("EMPLOYEE" or "ATTORNEY") and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the parties have decided to enter into this Employment Agreement ("Agreement");

WHEREAS, the EMPLOYEE was initially hired as a regular full-time employee by the TOWN on October 1, 2023 as the Project Coordinator;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

I. APPOINTMENT AND EMPLOYMENT OF EMPLOYEE

Pursuant to Article 4 - Administrative Section (4) of the Town Charter, the Town Council appoints EMPLOYEE as its Town Attorney and as such EMPLOYEE shall advise the Town Council and Town Administration on all legal matters including those relating to the administration of the Loxahatchee Groves Water Control District, an agency of the TOWN.

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time Town Attorney and EMPLOYEE hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The ATTORNEY shall be responsible to the five-member Council and shall perform the functions and duties of the Town Attorney as provided in Article 4 Section 4(4)(d) the Town's Charter, in accordance with Florida Law, the Rules Regulating the Florida Bar, the Palm Beach County Code of Ethics, the Town's Code of Ordinances, the direction of the Council, and as mutually agreed to by the ATTORNEY and TOWN from time to time, as well as the functions and duties of the Chief Legal Officer of the Loxahatchee Groves Water Control District.

The ATTORNEY shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Attorney as determined by the Town Council. The Town Council shall be responsible for setting Policy and the ATTORNEY shall be responsible for advising the Town Council and Town Administration and assisting in the implementation of Policy.

The ATTORNEY agrees to devote all time necessary to perform the duties of the position. It is recognized that the ATTORNEY must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end ATTORNEY shall be allowed to establish an appropriate work schedule, which may include working on Town matters from locations away from Town offices.

III. EXCLUSIVE EMPLOYMENT

ATTORNEY shall not be employed by any other employer during the Term or any extension or modification of this Agreement.

The term "employed" as used in this Section III shall not be construed to include occasional teaching, writing or consulting performed during the ATTORNEY's time off not in excess of an average of ten (10) hours per week in a

non-conflicting capacity in accordance with the provisions of Florida Statues and with specific written notice given to the Town Council. Any such teaching, writing, or consulting shall not be performed utilizing any TOWN resources or equipment.

IV. TERM

A. The Term of this Agreement for employment in the Town Attorney position shall begin on August 6, 2025 and remain in effect through and including January 31, 2027, unless earlier terminated as provided in Section IX.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of ATTORNEY or remove him from the position of Town Attorney at any time, subject only to the provisions set forth in Section IX herein below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ATTORNEY to resign at any time, subject only to the provisions set forth in Section IX herein below.

V. COMPENSATION AND BENEFITS

A. Base Salary. TOWN agrees to pay ATTORNEY for services rendered as the Town Attorney at the base annual salary of $135,000.00 through the end of the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

ATTORNEY shall be awarded a cost of living or any other across-the-board increases provided to other TOWN employees approved by a majority of the Town Council in attendance at the meeting. The TOWN may, at any time, increase the Base Salary to the ATTORNEY as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the Town Council in attendance at the meeting vote in favor of such increase.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

B. Benefits.

1. Attorney shall receive benefits, including Paid Time Off (PTO),in accordance with those granted to full-time exempt employees under the Town of Loxahatchee Groves Human Resources Policy Manual adopted on September 3, 2024 or as amended in the future. In terms of his tenure with the Town he will retain his original employment date as a full time employee as of October 1, 2023.

Paid Time Off: ATTORNEY shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Attorney shall notify all Town Councilmembers in writing of the absence.

3. Holidays: ATTORNEY shall be entitled to the same paid holidays granted to the TOWN's employees.

4. Retirement/Deferred Compensation: During the Term, ATTORNEY shall participate in the Florida Retirement System (FRS) at the Senior Management Service Class once such class has been established by the TOWN pursuant to the applicable FRS rules and procedures. The TOWN hereby authorizes staff to move forward with such designation in accordance with the

applicable FRS rules and procedures to effectuate such designation within a reasonable period of time.

5. Travel and Subsistence: The Town Attorney will be reimbursed for work-related mileage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, in accordance with applicable Florida Law and TOWN policies for official travel including approved travel relating to ATTORNEY's professional development.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than ATTORNEY's Base Salary then in effect.

6. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the ATTORNEY for the purpose of allowing his participation in direct job-related associations including the Florida Bar and related sections, subject to budget constraints and Town Council approval. The TOWN acknowledges the value of having the Town Attorney participate and be directly involved in professional associations and organizations.

7. Telecommunications/Technical Equipment: The TOWN will provide the ATTORNEY with appropriate support, supplies, materials and equipment to conduct the business of the TOWN including printer, tablet, and/or personal computer(s). The TOWN will pay the ATTORNEY a stipend of $35 per month to cover the cost of cellular service for his phone.

VI. PAYMENT UPON SEPARATION

A. Final Paycheck. If ATTORNEY separates from employment for any reason under Section IX, he shall be paid in full any unpaid balance of his Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is also payable as provided in Section V(C)(1). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.

1 Death. TOWN shall pay in full any unpaid balance of his Base Salary then earned and due through the final date of employment and any accrued and unused Paid Time Off, if any, to designated beneficiary, as identified by ATTORNEY on the term life policy provided by the TOWN, within 15 days of the separation date.

VII. PERFORMANCE EVALUATION

As a part of the budget process, the TOWN and ATTORNEY will work together to mutually agree upon such goals and performance objectives which they determine to be essential for the proper operation of the legal department and progress towards attaining TOWN'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

VIII. INDEMNIFICATION

The PARTIES shall comply with Ordinance Section 2-54 as amended from time to time.

TOWN shall bear the full cost of any fidelity or other bonds required of the ATTORNEY under any policy, regulation, law or ordinance.

IX. SEPARATION FROM TOWN

A. Termination by TOWN Without Cause.

1. ATTORNEY shall be provided 30 days' notice of the TOWN's intention to terminate this Agreement and ATTORNEY's employment without cause. At its sole discretion, during the notice period, TOWN may require the ATTORNEY to cease or limit the work performed on TOWN matters.

2. Following notice to ATTORNEY set forth in IX.A. 1 above, TOWN may terminate ATTORNEY and this Agreement Without Cause at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council.

3. Upon the ATTORNEY's request, or on its own initiative, a super-majority vote of the full Town Council may classify and record the Termination Without Cause as a Resignation in the personnel file.

4. The TOWN's termination of ATTORNEY Without Cause shall be final and non-appealable and operates as termination of this Agreement.

B. Termination by TOWN With Cause.

1. TOWN may terminate ATTORNEY and this Agreement With Cause, in its sole discretion.

2. "With Cause" is defined as termination based upon any of the following actions by the ATTORNEY:

a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Attorney duties and responsibilities;
b. Being charged with a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
d. Violation of any substantive TOWN policy, rule, or regulation, which would subject any other employee to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
e. The commission of any fraudulent act against the interest of the TOWN;
f. The commission of any act which involves moral turpitude, or which causes the TOWN disrepute;
g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics, the TOWN's Code of Ethics, or violation of the Florida Bar's Code of Ethics;
h. failure to return from an approved leave of absence; or,
i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

ATTORNEY shall not be subject to Termination With Cause for the actions or inactions over which the ATTORNEY had no authority or control and which occurred prior to August 7, 2025.

3. The TOWN's termination of ATTORNEY and this Agreement With Cause shall be final and non-appealable.

C. Resignation by ATTORNEY.

1 ATTORNEY may voluntarily resign employment from TOWN by providing TOWN sixty (60) days written notice in advance, unless waived at the sole discretion of the Town Council. During the 60-day period, TOWN may require ATTORNEY to cease or limit the work performed on TOWN matters, during which time ATTORNEY is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 60 days from the date of the notice, whichever occurs earlier.

D. Expiration of Term.

1 At the expiration of the Term, ATTORNEY's employment and this Agreement shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term.

E. Death.

1. This Agreement, the Term, and ATTORNEY's employment shall terminate automatically upon the ATTORNEY's death.

F. Post-Termination Name Clearing Meeting.

ATTORNEY may avail himself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name Clearing process is not an appeal of the termination decision and the Town Council is not required to consider reinstatement. The process is designed to allow the ATTORNEY to present information in the public record regarding the information forming the basis of the termination.

G. Return of Town Property.

Upon termination of the Town Attorney's employment and the Term, whether voluntary, with cause or without cause, or otherwise, the Town Attorney shall, within three (3) business days, and without the need for the TOWN to request same, return all TOWN property to the TOWN, including but not limited to keys, cell phone, laptop computer, printer, passwords, documents and any other property of the TOWN in the Town Attorney's possession or control.

X. GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

B. The rights and obligations herein granted are personal in nature and cannot be transferred by the ATTORNEY except as provided in any benefit plans upon occurrence of a qualifying event.

C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.

F. Failure of a party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of party's right to enforce or exercise said right(s) at any time thereafter.

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

H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.

I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. ATTORNEY expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

J. All notices required to be given under the terms of this Agreement or which any of the parties' desire to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
ATTN. Mayor
Town Manager

TO: Jeffrey S. Kurtz, Esq.
address on record in
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 11 day of August 2025.

EMPLOYEE/ATTORNEY

JEFFREY S. KURTZ, ESQ

TOWN OF LOXAHATCHEE GROVES

MAYOR ANITA KANE

ATTEST:

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

JOB DESCRIPTION

JOB TITLE	TOWN ATTORNEY		
DEPARTMENT	Executive	**REPORTS TO**	TOWN COUNCIL
LOCATION	Town of Loxahatchee Groves, Florida	**FLSA STATUS**	Exempt
SALARY RANGE	$141,750.00	**POSTING DATE**	

GENERAL DESCRIPTION:

Under general direction of the Town Council, the Town Attorney serves as legal advisor and counsel for the Mayor, Town Council, Town Manager, department directors and employees in their official capacity with the Town of Loxahatchee Groves and Loxahatchee Groves Water Control District. Directs and provides legal counsel and advice to the various Boards and Commissions as established by the Town and attendance at their meetings when requested. Performs duties with broad latitude in decision-making and is self-directed. Work is reviewed through conferences, reports, observations and with periodic evaluations based upon achievement of specific goals and an executive and professional level of performance.

KEY RESPONSABILITIES:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this position. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Serve as chief legal advisor to the town council, the charter officers, and all town department, offices, and agencies, including the Loxahatchee Water Control District.
- Attend all regular and special town council meetings, unless excused by the town council, and perform such professional duties as may be required by law or by the council in furtherance of the law.
- Approve all contracts, bonds, and other instruments in which the town is concerned and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon.
- When requested to do so by the council, prosecute and defend on behalf of the town all complaints, suits, and controversies in which the town is a party. Coordinate with outside

counsel and insurance defense counsel on the prosecution and defense of all civil litigation involving the Town and District.

- Perform such other professional duties as required of him or her by resolution of the council or as prescribed for municipal attorneys in the general laws of the state which are not inconsistent with the charter.
- Prepare an annual budget for the operation of the office of the town attorney and submit this budget to the town manager for inclusion in the annual town budget, in accordance with uniform town procedures.
- Coordinate with outside counsel and insurance defense.
- Renders written legal opinions on matters relating to municipal district government and operations.
- Reviews various matters for compliance with applicable laws and ordinances.
- Prepares, reviews, and approves as to form and sufficiency, Town ordinances, resolutions, deeds, and contracts.
- Drafts, reviews and/or supervises the preparation and passage through the State Legislature of legislative bills affecting the Town.
- Provides legal assistance and participates in employee relations matters.
- Performs such other related duties and functions as may be assigned by the Town Council or Town Manager.

EDUCATION/EXPERIENCE REQUIREMENTS:

- The town attorney shall be a member in good standing with the Florida Bar, have been admitted to practice in the state for at least 5 years, and have not less than 2 years' experience in the practice of local government law.

LICENSING/CERTIFICATIONS REQUIREMENTS:

- Valid Florida driver's license required.

KNOWLEDGE, SKILLS & ABILITIES:

- Knowledge:
  - ❖ Knowledge and understanding of judicial procedures at all judicial levels.
  - ❖ Knowledge and understanding of Town ordinances, codes, regulations, policies, practices and accepted interpretation of same.
  - ❖ Knowledge of State Statutory and Constitutional law.
  - ❖ Knowledge and understanding of modern office practices and procedures and standard office legal equipment.

- ❖ Knowledge and understanding of the organization, functions and legal challenges of Town government.

- Skills:
  - ❖ Skill in the use of computers and various software programs.
  - ❖ Skill in supervision of staff and public and employee relations.
  - ❖ Skill in effectively dealing with court officials and attorneys.

- Abilities:
  - ❖ Ability to research and to compile information of a technical and complex manner.
  - ❖ Ability to analyze, appraise and organize the facts, evidence and precedents concerned in cases.
  - ❖ Ability to present complex findings effectively in oral or written reports.
  - ❖ Ability to represent the interest of Town departments in drafting legislation or contracts.
  - ❖ Ability to present and argue cases in court.
  - ❖ Ability to analyze cases for their value as legal precedents and to determine which cases in Town should appeal.
  - ❖ Ability to establish and maintain effective work relationships with other employees, Town officials, contractors, professionals, and the general public.

PHYSICAL REQUIREMENTS:

- Must be physically able to operate a variety of office equipment including computers, copiers, calculators, and telephones.
- Must be able to exert up to 10 pounds of force occasionally and/or a negligible amount of force frequently to lift, carry, push, pull, or otherwise move objects.
- Sedentary work involves sitting most of the time but may involve walking or standing for brief periods.

WORKING CONDITIONS:

Works inside in an office environment. Tasks may require extended periods of time at a keyboard or workstation. Hearing abilities must be correctable to levels adequate to perform essential functions. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

ACKNOWLEDGEMENTS:

The duties listed above are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Town of Loxahatchee Groves is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the Town provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the Town.

REVIEW & APPROVALS:

I have read and understand this position description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Signature _____ Date: _____

Supervisory Signature _____ Date: _____

This is an update to item 4, page 368

Cash Disbursement Report

October 1, 2025 - June 30, 2026

Vendor	Over $25k Paid		Procurement Method
Coastal Waste & Recycling	$ 459,313.79	Provides solid waste and recycling collection services	Competitive bid
Huurr Homes, LLC	$ 264,009.67	Culvert Construction Services	Competitive bid
Palm Beach Aggregates, LLC	$ 242,938.82	Supplied materials such as rocks for road maintenance.	Best Interest
Florida Blue	$ 217,131.73	Town Employee Health Insurance	Insurance Broker
Florida Division of Retirement (FRS)	$ 166,521.45	Town Employee Retirement	Sole Source
DS Eakins	$ 132,252.50	Public Works Projects	Piggy back
John Deere Financial / Deere Credit, Inc.	$ 126,767.60	Loan Payment	Coop Florida
Keshavarz & Associates	$ 124,758.87	Serves as the town's engineer, providing civil engineering services	CCNA
PBSO(Palm Beach Sheriffs Office)	$ 115,946.03	Offers law enforcement services to the town.	Sole Source
Santander Bank N A	$ 90,476.68	Capital Leases	Coop piggy back
Projected Point, Inc	$ 77,400.00	Accounting, budgeting and finance services.	Professional Services/Council Approval
Morgan Stanley	$ 35,000.00	Town Manager Retirement	Contract Agreement
Odums Sod, Inc.	$ 64,822.50	Sod Supplier	Piggy back
Geoffrey B Sluggett & Associates Inc	$ 52,500.00	Lobbying Services	Professional Services/Council Approval
Hy-Byrd Inc	$ 46,900.00	Building Services	Professional Services/Council Approval
Treasure Coast Planning Council	$ 45,000.00	Outsourced for Southern Boulevard corridor study	Intergovernmental
Ronald L. Book, P.A.	$ 43,333.28	Lobbying Services	Professional Services/Council Approval
Kelly Tractor Company	$ 43,088.00	Utility Equipment Company	Coop piggy back
Caballero Fierman Llerena Garcia, LLP	$ 42,500.00	Town Auditors	Competitive bid
Complete Cities Planning Group, LLC	$ 41,965.20	Outsourced Planning Consult	Competitive bid
Palmdale Oil Company Inc	$ 35,125.96	Fuel Company	Best Interest
Al's Auto Repair	$ 33,816.20	Auto Repair Services	Best Interest
Node0 IT LLC	$ 30,977.26	IT Services	Professional Services/Council Approval
James Colvin	$ 30,935.00	Tree mitigation Refund	NA
Engenuity Group, Inc.	$ 26,335.00	Handles canal, road, and drainage design projects.	CCNA

	Over $10k Paid	
Kiel Tree Service, Inc.	$ 24,650	
Debris Dog Inc	$ 22,000	
Bulkeley Consulting LLC	$ 20,000	Outsourced Consulting Company
PBC Supervisor of Elections	$ 19,036	
NexusView, LLC	$ 18,500	
Superior Drainage Products, Inc.	$ 17,078	
OrangeClean Services	$ 16,922	
CGP Agency, LLC	$ 16,800	
Civic Plus	$ 14,826	
VERIZON	$ 14,489	
E. Gomez Construction	$ 14,350	
Florida Coast Equipment	$ 13,251	
Florida Municipal Insurance Trust (FMIvT)	$ 13,152	
Florida Department of Business & Professional Regulation	$ 13,125	
Aquatic Vegetation Control Inc	$ 13,090	
Government Finance Tutoring, LLC	$ 12,250	
J Morton Planning and Landscape Architecture	$ 11,875	
Davis & Associates, PA	$ 11,566	
Humana	$ 11,382	
Blackbaud, Inc	$ 11,227	
Ranger Construction Industries, Inc.	$ 10,686	

This is supplement to Item 6

NOTES FROM MARCH 17, 2026 TOWN COUNCIL WORKSHOP

DISCUSSION ON RECREATIONAL VEHICLE PROGRAM/ORD 2024-07

- In order to provide rental "space", property must have a permitted, homesteaded residential structure.
- Comply with same setback as residential structures
- Consider reduction of total allowed rental spaces to a maximum of 2 regardless of parcel size
  - Less than 2 - 1 RV rental space
  - Greater than 2 - 2 RV rental spaces
- Maximum rental period, 6 months
- If bona fide agriculture use on parcel, may have ONE caretaker/grooms quarter RV use (annually) with a majority (defined as 80% of acreage or greater) of parcel designated AG classified. If meets criteria, MUST have a permitted septic and electrical.

LANDOWNER FORM

- How many acres
- How many rental spaces
- Property classification per PBC property appraiser
- Dates rental spaces available
- How is waste water handled (permitted septic/pump out)
- Permitted electric only
- $50/rental space
- A true and accurate statement notarized

No RV's on vacant land (exception as above for AG classified parcel)

LIEN MITIGATION AND FORECLOSURE STANDSTILL AGREEMENT

This **LIEN MITIGATION AND FORECLOSURE STANDSTILL AGREEMENT** (this "**Agreement"**) is entered into as of July _____, 2026 (the "**Effective Date**"), by and between **LANTANA HOLDINGS, LLC**, a Florida limited liability company, whose address is 100 N. Federal Highway, Suite 400, Hallandale Beach, Florida 33009 ("**Owner**"), and the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation, whose address is 155 F Road, Loxahatchee Groves, Florida 33470 ("**Town**"). Owner and Town may be referred to individually as a **Party** and collectively as the **Parties**.

RECITALS

WHEREAS, Owner is the fee simple owner of certain real property located at 16169 Southern Boulevard, Loxahatchee Groves, Florida 33470, identified by the Palm Beach County Property Appraiser as Parcel Control Number 41-40-43-36-00-000-1020, as more particularly described on **Exhibit "A"** attached hereto (the "**Property**"); and

WHEREAS, The Town has identified certain alleged or outstanding code enforcement violations affecting the Property in Code Enforcement Case Numbers 23010003 and 23010006 (collectively, the "**Code Enforcement Cases**"); and

WHEREAS, By Notice of Request for Authorization of Foreclosure dated February 13, 2026, the Town advised Owner that liens associated with the Code Enforcement Cases had accrued in the amount of $489,500.00 and continued to accrue at the rate of **$**250.00 per day until full compliance is achieved; and

WHEREAS, The Town's Code Enforcement Special Magistrate authorized the Town to move forward with foreclose of the liens associated with the Code Enforcement Cases at the March 2, 2026 Special Magistrate hearing; and

WHEREAS, The Parties desire to resolve the immediate foreclosure issue, establish the amount to be paid by Owner toward the outstanding liens, and allow Owner a necessary and reasonable period of time to bring the Property into compliance with respect to all outstanding code enforcement violations; and

WHEREAS, The Parties acknowledge that the amount payable under this Agreement shall equal twenty-five percent (25%) of the outstanding liens associated with the Code Enforcement Cases, which the Parties understand to be the maximum amount of reduction or mitigation that the Code Enforcement Special Magistrate can authorize once the Property is in compliance; and

WHEREAS, The Parties enter into this Agreement to memorialize their mutual obligations and understandings.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Owner and Town hereby agrees as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct and are incorporated into this Agreement as material terms.

2. Lien Payment Amount. Owner shall pay to the Town an amount equal to twenty-five percent (25%) of the total outstanding lien balance associated with the Code Enforcement Cases as of July 7, 2026 (the "**Settlement Payment**"). The outstanding lien amount for the Code Enforcement Cases as of July 7, 2026 is $545,250.00. Twenty-five percent (25%) of $545,250.00 equals a total Settlement Payment of $136,312.50.

3. Payment Timing and Method. Owner shall deliver the Settlement Payment to the Town within fourteen (14) business days after the later of: (a) the Effective Date; or (b) the Town's written confirmation of the total outstanding lien balance to be used for calculating the Settlement Payment. Payment shall be made by check, wire transfer, or other available funds acceptable to the Town. The Town shall provide written payment instructions to Owner.

4. Application of Payment. The Town shall apply the Settlement Payment solely to the outstanding liens associated with Code Enforcement Case Numbers 23010003 and 23010006. The Settlement Payment shall be treated as a non-refundable partial payment of the outstanding amount due and shall be credited in full against the ultimate lien amount due, as such may be finally determined through the Town's lien reduction process as more particularly set forth in Article II of Chapter 14 of the Code of Ordinances of the Town of Loxahatchee Groves, subject to Owner's continuing compliance obligations under this Agreement.

5. Foreclosure Standstill. In consideration of Owner's agreement to make the Settlement Payment and diligently pursue compliance, the Town shall not initiate, authorize, file, prosecute, or otherwise proceed with foreclosure proceedings against the Property based on the liens associated with the Code Enforcement Cases, provided that Owner is not in default under this Agreement.

6. Withdrawal or Continuance of Foreclosure Authorization Request. To the extent the Town's request for authorization to foreclose the liens associated with the Code Enforcement Cases remains pending before the Code Enforcement Special

Magistrate, the Town shall either withdraw the request or request that it be continued, stayed, or held in abeyance for so long as Owner is not in default under this Agreement.

7. Reasonable Time to Achieve Compliance. The Town shall allow Owner the necessary and reasonable amount of time to bring the Property into compliance with respect to all outstanding code enforcement violations affecting the Property, including the violations associated with the Code Enforcement Cases. The Parties shall cooperate in good faith to establish a reasonable compliance schedule based on the nature of the required corrective work, permitting requirements, contractor availability, governmental review timelines, weather conditions, and other circumstances reasonably affecting Owner's ability to complete the work. The Town hereby acknowledges that the former tenant (F.E.R.P Holding LLC) was evicted from the Property by the Palm Beach County Sheriff's office on June 4, 2026; therefore, the Property is now in compliance with respect to Code Enforcement Case Number 23010003, related to prohibited use of the Property, as of June 4, 2026. The Town further acknowledges that Code Enforcement Case Number 23010006, related to tree mitigation issues, shall be deemed to be in compliance once a bond is in place for the tree mitigation amount (to be determined), or once compliance is achieved by other means satisfactory to the Town (i.e. payment into the Town's tree mitigation fund). The Owner shall have one hundred eighty (180) days from the date that Code Enforcement Case Number 23010006 is deemed compliant by the Town to file for a lien reduction hearing before the Town's Code Enforcement Special Magistrate. If the Special Magistrate provides for a lien reduction, Owner shall pay any reduced and outstanding lien amount for the Code Enforcement Cases by the deadline mandated by the Special Magistrate. If the Special Magistrate refuses to grant a lien reduction, Owner shall be provided an additional one hundred eighty (180) days from the date of the Special Magistrate hearing to pay the outstanding lien amount related to the Code Enforcement Cases.

8. No Additional Foreclosure Based on Existing Violations During Compliance Period. During the compliance period established under this Agreement, and provided Owner is not in default, the Town shall not pursue foreclosure of the Property based on the liens associated with the Code Enforcement Cases or based on the same outstanding violations identified as of the Effective Date.

9. Confirmation of Compliance and Lien Resolution. Upon Owner's completion of the corrective actions required to bring the Property into compliance and payment of the Settlement Payment, the Town shall promptly: (a) inspect the Property; (b) issue written confirmation of compliance if compliance has been achieved; and (c) execute and record, or authorize the recording of, any satisfaction, release, reduction, mitigation order, or other instrument reasonably necessary to evidence resolution of the liens associated with the Code Enforcement Cases in accordance with this Agreement.

10. Authority. Each person signing this Agreement represents and warrants that he or she has full authority to execute and deliver this Agreement on behalf of the Party for whom he or she signs, and that this Agreement constitutes a binding obligation of that Party upon execution by both Parties.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, nationally recognized overnight courier, or email with confirmation of transmission to the addresses below, or to such other address as a Party may designate by written notice.

If to Owner:

Lantana Holdings, LLC
100 N. Federal Highway, Suite 400
Hallandale Beach, Florida 33009
Attn: Moises Benzaquen
Email: moshe@accessopartners.com

With a copy to:

Dwayne L. Dickerson, Esq.
Miskel Backman LLP
5550 Glades Road, Suite 620
Boca Raton, Florida 33431
Email: ddickerson@miskelbackman.com

If to Town:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470
Attn: Town Attorney
Email: jkurtz@loxahatcheegrovesfl.gov

12. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, discussions, understandings, and agreements regarding that subject matter.

14. **Amendments.** This Agreement may be amended only by a written instrument executed by both Parties.

15. **Successors and Assigns**. This Agreement shall constitute covenants running with the land, benefiting and burdening the Property and shall be binding on any future owner with respect to the Property or any portions thereof and any person or entity acquiring any interest in the Property. This Agreement shall inure to the benefit of the Owner's legal representatives, successors and assigns.

16. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of competent jurisdiction in Palm Beach County, Florida.

17. **Attorneys' Fees.** In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees, expert fees, court costs, and litigation expenses from the non-prevailing party, including fees and costs incurred at trial, on appeal, and in any bankruptcy or enforcement proceeding.

18. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

19. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by PDF shall be deemed original signatures for all purposes.

20. **Effective Date.** This Agreement shall become effective on the date it has been executed by both Parties and any required Town approval has been obtained.

[Reminder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Owner

LANTANA HOLDINGS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Town

TOWN OF LOXAHATCHEE GROVES,
a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form and legal sufficiency:

By: _____
Town Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 100 FEET OF THAT PART OF THE EAST 1/4 OF SAID SECTION 36, LYING NORTH OF THE OLD RIGHT OF WAY FOR STATE ROAD 80, AS SHOWN ON THE STATE ROAD DEPT. RIGHT OF WAY MAP FOR SECTION 9312-201, DATED 1949 A.D., LESS THE EAST 435.6 FEET THEREOF. ALSO, LESS THE ADDITIONAL RIGHTS OF WAY FOR NEW STATE ROAD 80, RECORDED IN OFFICIAL RECORDS BOOK 4969, PAGES 1528 THROUGH 1530, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID ADDITIONAL RIGHT OF WAY ALSO SHOWN ON STATE ROAD DEPT. NEW RIGHT OF WAY MAP FOR SECTION 93120-2515.

This is supplement to Item 12

Outlook

Question with regard to Coastal Pricing

From Jeff Kurtz <townattorney@loxahatcheegrovesfl.gov>
Date Tue 7/7/2026 1:20 PM
To Town Council - Agenda Distribution <TownCouncil-AgendaDistribution@loxahatcheegrovesfl.gov>
Cc Maylee De Jesus <mdejesus@loxahatcheegrovesfl.gov>; Kenthia White <legalassistant@loxahatcheegrovesfl.gov>

Mayor and Council,

At the agenda review meeting, the Mayor asked why pricing for Coastal was anticipated to be $22.66 (plus a potential adjustment) rather than the 19.50 contemplated in the authorizing resolution. The reason for the change is that the $19.50 was based on a bid associated with the 6 CY of vegetative waste option in area 3. However, that option was not selected so the only award for service in area 3 was 12 CY at $22.66 per month.

I do not believe at the time of the Council's original authorizing resolution the award had been made, which is why the bid price of $19.50 was referenced.

In order to "piggyback" there has to be an awarded contract to base the pricing and services on, which is why we in discussions with Coastal based on the $22.66 price. Since the pricing is different than was referenced in the original authorizing resolution, the ultimate contract will have to be brought back to Council for approval.

Should you have any questions concerning this matter feel free to contact me at 561-307-5253.

Respectfully,

Jeff

Jeffrey S. Kurtz, Esq.
Town Attorney
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470
Phone: 561-793-2418
Cell: 561-307-5253

www.loxahatcheegrovesfl.gov

This is supplement to Item 15

Via Email

July 2, 2026

Honorable Mayor, Vice Mayor, and Town Council
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

LETTER OF INTEREST TO SERVE AS TOWN ATTORNEY FOR THE TOWN OF LOXAHATCHEE GROVE, FLORIDA

Dear Mayor, Vice Mayor, and Town Council:

I am pleased to submit this letter of interest on behalf of TG Law to serve as Town Attorney for the Town of Loxahatchee Groves. We would be honored to have an opportunity to serve the Mayor, Town Council, Town Manager, Town Staff, and residents of Loxahatchee Groves. TG Law is committed to providing high-quality legal services to our clients in the areas of municipal law, land use and zoning, labor and employment, union negotiations, code enforcement, police, fire, aviation, and contract law. We are uniquely qualified as a firm to serve as the Town Attorney with our extensive experience working for Florida local governments as attorneys and government administrators.

As Town Attorney, in addition to the above areas of law, TG Law would provide experienced legal advice in a timely and efficient manner in the areas of public governance (including parliamentary procedure/Robert's Rules of Order), public records, Sunshine Law, environmental law, municipal procurement and contracts, real estate transactions, inter-local agreements, grants, public-private partnerships, state and federal funding for special projects (including the Davis- Bacon Act, NEPA, DBE, and Federal Transit Administration funding requirements), and civil litigation. Additionally, our firm has significant experience advising municipal clients on quasi-judicial proceedings, compliance with ethics laws, the provision of public safety services, and issues related to growth management and economic development, which aligns directly with the needs of the Town of Loxahatchee Groves.

TG Law's core focus is in municipal law, land use and zoning, and civil litigation; as such, we provide expert legal advice to elected and appointed officials, boards, commissions, and employees on a variety of matters, whether in public meetings or in addressing daily legal issues. We pride ourselves on establishing and maintaining professional and efficient working relationships with each entity's officials and employees.

TG Law attorneys regularly conduct training sessions and presentations on public records, Sunshine Law, and public governance. In addition, TG Law's attorneys can ensure that Robert's Rules of Order are followed in public meetings and provide general guidance on best practices and legal compliance for public meetings.

At TG Law, we understand that local governments require the same level of high quality, professional legal representation that corporations do. Our team is uniquely qualified to understand the important and time sensitive needs of Florida governments, and is skilled at working with both elected officials and staff. Not only does our team have experience serving as counsel (Town Attorney, County Attorney, and General Counsel) for Florida local governments, our attorneys have served as leaders of Florida local governments as city manager, assistant city manager, and director of a Community Redevelopment Agency.

TG Law is committed to making every effort to collaborate with all parties to use creative problem-solving to find effective alternative solutions in order to avoid costly litigation. However, our attorneys have extensive and comprehensive civil litigation and appellate backgrounds, and we can and will skillfully and aggressively litigate on behalf of the Town of Loxahatchee Groves if required, when counsel is not provided by the Town's insurers or outside counsel is not engaged.

TG Law was founded in 2020 with a core focus on local government and civil litigation. Our approach as Town Attorney for Loxahatchee Groves will be to provide full-service, specialized legal services in a cost-effective manner in collaboration with existing in-house staff. While I will serve as the primary counsel for the Town, we take a team approach to providing legal services. Our team approach ensures that we provide the most efficient and timely services to you. The Town will have seven-day-a-week access to our attorneys via cell phone, text message, and email because we understand the responsibilities of local government, especially those tasked with the provision of public safety services, never stop. We are committed to providing prompt responses and solutions to all of the Town's legal needs. With offices in West Palm Beach and Orlando, we are fully prepared to meet the Town's needs with a combination of in-person and virtual services, ensuring accessibility and responsiveness.

TG Law is sensitive to the costs involved in hiring a law firm to serve as Town Attorney. We propose a monthly non-refundable retainer of $18,900.00 for Town Attorney services, with limited exclusions for litigation and appellate work, code compliance matters that may be charged to the violator, collective bargaining, real estate transactions, eminent domain, and cost recovery charged to applicants for development approvals. All excluded services and monthly services above the non-refundable retainer are billed at an hourly rate of $290.00 for attorney services.

We would be honored to be selected to serve as Town Attorney for Loxahatchee Groves. If selected, we would be happy to closely consult with the outgoing attorney to preserve continuity of representation and ensure that the needs of the Town are seamlessly met.

If you have any questions or concerns, please do not hesitate to contact me on my cell phone at (561) 602-6222 or via email at gtorcivia@tgjustice.com. Thank you.

Sincerely,

Gemma Torcivia, Esq
Managing Partner

Enclosures: TG Law PLLC Team Profiles
Proposed Engagement Letter

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

OFFICE LOCATION

515 N. Flagler Drive
Suite 350
West Palm Beach, Florida 33401

DIRECT PHONE

(561) 602-6222

EMAIL ADDRESS

gtorcivia@tgjustice.com

FLORIDA BAR NO.

1009366

ADMISSIONS

- The Florida Bar
- United States District Courts for the Southern, Middle and Northern Districts of Florida
- Supreme Court of the United States

Gemma Torcivia, Esq.

FOUNDER & MANAGING PARTNER

PROFESSIONAL PROFILE

Gemma Torcivia is the founding member and managing partner of TG Law. She boasts substantial government-focused experience working in both law and administration for Florida municipalities. Her profound understanding of the complex, vital operations performed by local governments makes her an outstanding asset to multiple public-sector, corporate, and non-profit clients across the State of Florida.

Prior to founding TG Law, Gemma developed extensive civil litigation expertise as a defense attorney representing a large number of municipalities, special districts, and insurers in high-stakes litigation. She has also spent over a decade providing direct strategic support to startup companies and small businesses, managing multi-million dollar corporate transactions, and navigating over $200 million in public infrastructure construction projects.

CURRENT APPOINTMENTS & GENERAL COUNSEL ROLES

Serving as chief legal officer, agency counsel, or appointed magistrate for:

- **City & County Attorney**: City of Deltona, Town of Ocean Breeze, Okeechobee County, and Town of Juno Beach.
- **Community Redevelopment & Outside Counsel**: Belle Glade CRA, City of Belle Glade (Outside Counsel).
- **Special Magistrate Appointments**: Martin County, City of Stuart, Town of Lake Park, and Village of Indiantown.
- **Early Learning Coalitions (ELC)**: General Counsel to Osceola, Polk, Alachua County, Lake, Nature Coast, Pasco & Hernando, Emerald Coast, Escambia, and Marion County ELCs.

EDUCATION

Florida International University College of Law Juris Doctor (J.D.) | December 201 6

Florida International University College of Business Master of Business Administration (M.B.A.) | April 201 2

University of Florida
Bachelor of Arts (B.A.) | August 2004

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW, PLLC — West Palm Beach, Florida

2020—Present

Founder & Managing Partner

- Founder and managing partner of a premier civil practice firm emphasizing local government law, business/corporate matters, land use, employment law, community redevelopment agencies, administrative law, and legislative issues.
- Lead civil litigation strategies across Federal and State Trial Courts as well as administrative bodies.
- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.

ROBERTS, REYNOLDS, BEDARD & TUZZIO — West Palm Beach, Florida

2018 — 2020

Associate Attorney

- Provided vigorous defense for a variety of insurers in personal injury, first party property, governmental liability, eminent domain and construction defect cases.
- Represented a variety of governments in civil litigation including City of Boynton Beach, City of Delray Beach, Town of Palm Beach, Town of Jupiter, Town of Ocean Ridge, Pal-Mar Water Control District, and Hobe-St. Lucie Conservancy District.
- Prepared and managed insurance defense cases proceeding to trial, including developing and guiding case plans, drafting pleadings, managing discovery, conducting and defending depositions of fact and expert witnesses, attending hearings and participating in settlement negotiations.

LEGAL AID SOCIETY OF PALM BEACH COUNTY — West Palm Beach, Florida

2018

Law Clerk and Staff Attorney

- Served as the Delray Beach Courthouse based member of the Injunction Initiation team of the Domestic Violence Project and provided injunction assistance for victims of domestic violence.

HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY (CRA) — Homestead, Florida

2016—2018

Executive Director

- Directed the Homestead CRA, managed five employees and a $2.5 million annual budget.
- Managed contract negotiations and project plans for over $75 million of capital projects.
- Negotiated a $60 million public private partnership to develop a multi-modal transit development, including working with bond counsel on a $30 million taxable municipal bond.
- Planned, drafted, and managed contracts for professional services including legal services, accounting services, HUD, grants management, New Market Tax Credits, landscaping and architecture services.
- Project manager for New Market Tax Credits, including securing funding and developing contracts.
- Negotiated with property owners and worked with City Attorney for property acquisition for public projects, including working on eminent domains, closings, and implement federal takings requirements.

LEGAL EXPERIENCE (CONTINUED)

CITY OF HOMESTEAD — Homestead, Florida 2011 — 2016

Economic Development Manager

- Designed the City's five-year economic development plan and built political will and community support for implementation.
- Served as a team member on $55 million of capital projects that were completed on time and on budget.
- Drafted and presented agenda items, resolutions and ordinances for planning and zoning board meetings, historic preservation meetings and City Council meetings.
- Provided direct support to startup companies and small businesses for almost ten years, assisting small businesses to access capital, grow, and relocate.

RISE SCHOOLS — Florida City, Florida 2006 — 2010

Executive Director

- Led a college-preparatory charter school. Oversaw all day-to-day operations of a school with a $2.4 million budget and managed forty staff members.
- Led real estate negotiations for three capital improvement projects and managed all land use issues related to the projects, including rezoning, project financing, and build out.

TEACH FOR AMERICA — Miami, Florida 2004 — 2006

High School Teacher

- Led special education students at Miami Central to an average of two years of reading growth.

PROFESSIONAL LEADERSHIP & COMMUNITY SERVICE

- The Florida Bar: Member of and former Chair of the Florida Bar state wide Advertising Committee
- Local Bar Associations: Member, Palm Beach County Bar Association (Former Chair, Solo and Small Firm Committee); Member, PBC Chapter of the Florida Association for Women Lawyers (FAWL).
- Civic Leadership: Board Member, Palm Beach County Human Rights Council; Volunteer Guardian ad Litem (multi-year commitment to public service); Member and former Treasurer, Craig S. Barnard American Inn of Court.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

OFFICE LOCATION
515 N. Flagler Drive
Suite 350
West Palm Beach, FL 33401

DIRECT PHONE
(321) 624-6109

EMAIL ADDRESS
jcockcroft@brighthouse.com

FLORIDA BAR NO.
722960

CERTIFICATIONS

- Board Certified Specialist (B.C.S.)
City, County, and Local Government Law

ADMISSIONS

- The Florida Bar

Jennifer D. Cockcroft, Esq., B.C.S.

PARTNER

PROFESSIONAL PROFILE

Jennifer D. Cockcroft, Esq., B.C.S. is a Board Certified specialist in City, County, and Local Government Law with over 21 years of distinguished experience as municipal legal counsel. Over her celebrated career, she has served with distinction as both in-house and outside counsel for numerous Florida municipalities, bringing highly specialized legal clarity to local public boards, staff, and leadership teams.

Prior to joining TG Law, Jennifer served as the City Attorney for the City of Sebastian, Florida, and has been embedded in the legal departments of several prominent municipal administrations, including Kissimmee and Palm Bay. Her robust private practice portfolio further includes representing a diverse, multi-regional array of Florida communities. She is recognized for her thorough, collaborative approach to complex municipal contracts, land use, zoning developments, human resources, and environmental law.

SELECTED COMMUNITY & REPRESENTATIVE COUNSEL EXPERIENCE

- **Board Certified Specialty**: Deemed an expert in Local Government Law by The Florida Bar.
- **Statewide Municipal Coverage**: Represented a wide range of Florida communities, including Sebastian, Kissimmee, Palm Bay, Daytona Beach Shores, DeLand, Indian River Shores, Melbourne, Mount Dora, Oviedo, Sanford, Vero Beach, Seminole County, and Webster.
- **Institutional Engagement**: Active member of the Local Government Section of The Florida Bar (serving on the Section's Fundraising Committee) and member of the Florida Municipal Attorneys Association.

EDUCATION

University of Florida College of Law
Juris Doctor (J.D.), cum laude | 1997

University of Central Florida
Bachelor of Arts (B.A.) in Legal Studies, cum laude | 1994

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW, PLLC — West Palm Beach, FL

2025 — Present

Attorney /Partner

- Practice focuses heavily on local government law, real estate land use and zoning, environmental issues, water law, and human resources law.
- Direct and manage active civil litigation practices in Florida State Courts.
- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.

CITY OF SEBASTIAN — Sebastian, FL

2023 — 2025

City Attorney

- Provided in-house chief legal representation, strategic counsel, and comprehensive guidance for the City Council, all advisory boards, and municipal departments.
- Served as board counsel to the City Council and all citizen advisory boards; rendered immediate legal and parliamentary advice during public sessions, and conducted code enforcement and quasi-judicial hearings.
- Drafted, reviewed, and rendered binding legal opinions on contracts, leases, development agreements, easements, municipal ordinances, resolutions, policies, liens, title opinions, and land plats.
- Supplied legal navigation on complex labor and employment matters, including collective bargaining agreements and internal personnel investigations. Coordinates specialized outside litigation counsel.

LACEY LYONS REZANKA, LLC — Melbourne, FL

2022—2023

Senior Associate

- Managed real estate land use, zoning, and title issues for private sector developers and landholders, addressing property acquisition, easements, variances, and entitlement research.
- Prepared and coordinated legal submissions to local jurisdictions, including annexation applications, development agreements, and zoning map/text amendments.
- Conducted targeted legal research and analysis on property development matters.

BLOCK & SCARPA, P.A. — Vero Beach, FL

2022

Associate Counsel

- Provided targeted municipal representation for the Town of Indian River Shores in the capacity of City Attorney.
- Acted as designated contract counsel for the City of Melbourne and City of Vero Beach, rendering legal opinions on municipal issues as needed.
- Managed real estate land use and development representation for private clients on property issues.

LEGAL EXPERIENCE (CONTINUED)

CITY OF PALM BAY — Palm Bay, FL
2019 — 2022

Deputy City Attorney

- Delivered high-level in-house legal representation for all municipal departments, citizen advisory boards, and City Council.
- Researched and drafted legal opinions, contracts, bonds, development agreements, easements, municipal ordinances, and resolutions. Conducted code enforcement and quasi-judicial hearings.
- Directed and guided complex internal personnel investigations and labor and employment compliance initiatives.

STENSTROM, MCINTOSH, COLBERT & WHIGHAM, P.A. — Sanford, FL
2016 — 2019

Of Counsel

- Served as outside legal counsel representing local municipal governments. Acted as designated City Attorney for the cities of Sanford, Oviedo, Daytona Beach Shores, Mount Dora, and Webster.
- Served as conflict counsel for the City of DeLand, backup Special Magistrate for Seminole County and Oviedo, and Code Enforcement Board Attorney for the City of Kissimmee.
- Handled day-to-day legal tasks, municipal litigation (foreclosures, forfeitures, nuisance abatement, quiet title), and public board representation.

CITY OF KISSIMMEE — Kissimmee, FL
2004 — 2014

Assistant City Attorney

- Served as primary in-house legal counsel to the City Commission and all citizen advisory boards.
- Drafted, reviewed, and issued legal opinions on local ordinances, land development agreements, RFPs, RFQs, joint participation agreements (JPAs), and municipal contracts.
- Conducted police internal affairs investigations and general personnel investigations to conclusion.

PROFESSIONAL AFFILIATIONS & PUBLIC SERVICE

- Florida Bar Local Government Section: Member, Section Fundraising Committee.
- Florida Municipal Attorneys Association: Active member and participant.
- Board Certified Specialist: Officially certified as an expert in City, County, and Local Government Law by the Florida Bar Board of Legal Specialization.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

OFFICE LOCATION

515 N. Flagler Drive
Suite 350
West Palm Beach, Florida 33401

DIRECT PHONE

(561) 319-3091

EMAIL ADDRESS

kwatson@tgjustice.com

ADMISSIONS

- The Florida Bar

LANGUAGES

Proficient in conversational Spanish

Kate Watson

ATTORNEY

PROFESSIONAL PROFILE

Kate Watson is a Florida attorney with more than fifteen years of experience, with the last decade focused on civil litigation and appeals, including matters involving code enforcement. She has handled complex legal disputes and appellate matters, representing clients in high-stakes cases.

Before joining TG Law, Kate served as an attorney representing clients in a wide range of civil legal matters, including administrative appeals, multi-million dollar wrongful death cases, contract disputes, and general civil litigation. Her work provided extensive courtroom experience.

A third-generation Floridian, Kate earned her Bachelor of Science in English from the University of Florida and her Juris Doctor from the City University of New York School of Law. Between her undergraduate and legal studies, she taught English a Foreign Language in Madrid, Spain, and later served as a high school teacher in South Florida.

CURRENT APPOINTMENTS & GENERAL COUNSEL ROLES

Serving as chief legal officer, agency counsel, or appointed counsel for:

- **City, Town & County Attorney**: City of Deltona, Town of Ocean Breeze, Okeechobee County.
- **Community Redevelopment & Outside Counsel**: Belle Glade Community Redevelopment Agency (CRA), Outside Counsel for the City of Belle Glade.
- **Early Learning Coalitions (ELC):** General Counsel to Osceola, Polk, Lake, Nature Coast, Pasco and Hernando, Emerald Coast, and Marion County ELCs.

EDUCATION

City University of New York School of Law

Juris Doctorate | May 2011

University of Florida

Bachelor of Arts in English | 2004

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

PROFESSIONAL RESUME

LEGAL & EXECUTIVE EXPERIENCE

TG LAW, PLLC - West Palm Beach, Florida 2026-Present

Attorney

- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.
- Advises elected officials, governing boards, executive leadership, and public administrators on matters involving municipal governance, procurement, contracts, public records, Sunshine Law compliance, elections, administrative regulations, code enforcement, ethics, and statutory compliance.
- Drafts ordinances, resolutions, policies, administrative regulations, procurement documents, and governance materials.
- Represents governmental and quasi-governmental clients in litigation, administrative proceedings, appellate matters, and special projects requiring practical legal and operational guidance.

THE WATSON LAW, P.A. - Florida 2021-2025

Founder/Managing Partner

- Founded and managed a Florida law practice concentrating in family law, civil litigation, fiduciary disputes, appellate advocacy, and complex litigation matters.
- Managed all aspects of firm operations, including business development, client relations, budgeting, personnel management, billing, regulatory compliance, and strategic planning.
- Represented clients in circuit court, county court, and appellate proceedings throughout Florida.
- Conducted depositions, evidentiary hearings, mediations, and trials, while maintaining primary responsibility for case strategy, client counseling, and litigation management from inception through resolution.

LEGAL & EXECUTIVE EXPERIENCE (CONTINUED)

HALL, BOOTH, SMITH, P.C. — West Palm Beach, Florida 2018-2020

Associate Attorney

- Interfaced with clients and insurance adjusters; managed full case load of general liability, long term care and medical malpractice cases.
- Represented clients at hearings and trial; handled negotiations with opposing counsel; drafted motions, pleadings, and appellate briefs.
- Handled all depositions (treaters, plaintiffs, and experts) and mediations.

ADAMS, COOGLER, WATSON & MERKEL, P.A. — West Palm Beach, Florida 2016-2018

Associate Attorney

- Interfaced with clients and insurance adjusters; managed full case load of general liability and medical malpractice cases.
- Represented clients at hearings and trial; negotiated with opposing counsel; drafted motions, pleadings, and appellate briefs.

VASTOLA & KIRWAN, P.A. — Florida 2015-2016

Associate Attorney

- Generated client base through marketing and networking; created business in a new area of law for the firm.
- Provided legal assistance to a variety of clients seeking representation in family law, contract disputes, civil theft, defamation, and immigration benefits.

LEGAL AID SOCIETY OF PALM BEACH COUNTY — Florida 2012-2015

Medical Legal Partnership Project Attorney

- Provided legal services to patients of low-income clinics throughout Palm Beach County on a wide range of legal issues that affect their health or well-being.
- Services included Social Security applications and appeals, immigration, unemployment compensation, public benefits, foreclosure defense, and family law.

G-STAR SCHOOL OF THE ARTS — Palm Springs, Florida 2005-2007

Teacher

- Worked as a Social Studies Teacher at a public school; taught American History Honors, American Government Honors, and Economics Honors.

PROFESSIONAL LEADERSHIP & COMMUNITY SERVICE

- Local Bar Associations: Member, Palm Beach County Bar Association; Previous Director on the North County Section Board for the Palm Beach County Bar Association.
- Civic Leadership: Member of Craig S. Barnard American Inn of Court.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

OFFICE LOCATION
515 N. Flagler Drive
Suite 350
West Palm Beach, FL 33401

DIRECT PHONE
(786) 452-4241

EMAIL ADDRESS
zgood@tgjustice.com

FLORIDA BAR NO.
1031414

ADMISSIONS

- The Florida Bar

Zackery Good, Esq.

PRINCIPAL

PROFESSIONAL PROFILE

Zackery Good is an experienced government professional and lawyer that understands the ever-changing landscape of local government law. Before becoming an attorney, he served as an Assistant City Manager for the City of Homestead, Florida, and oversaw the City's police department, public works department, electric utility, development services department and Community Redevelopment Agency.

Mr. Good boasts a significant understanding of the challenging and important work local governments and special districts must undertake every day. His daily work involves complex local government problems like land use and zoning, procurement and contracts, utilities, bond referendums and non-ad valorem assessments. This substantial experience informs Mr. Good's perspective as a lawyer, allowing him to keep in mind the many challenges and opposing forces local government professionals must balance.

CURRENT APPOINTMENTS & GENERAL COUNSEL ROLES

Serving as agency counsel, special counsel, or providing municipal legal support for:

- **City & County Service:** City of Deltona, Okeechobee County, City of Belle Glade (Outside Counsel), Town of Ocean Breeze, Town of South Palm Beach, and City of Fort Meade.
- **Community Redevelopment & Outside Counsel:** Belle Glade Community Redevelopment Agency (CRA).
- **Early Learning Coalitions (ELC):** General Counsel support to Osceola, Polk, Lake, Nature Coast, Pasco & Hernando, Emerald Coast, and Marion County ELCs.

EDUCATION & CREDENTIALS

Florida International University College of Law, Miami, Florida
Juris Doctor (J.D.) | May 2020

University of Miami, Coral Gables, Florida
Master of Professional Studies in Marine Conservation | 2013

Stony Brook University, Stony Brook, New York
Bachelor of Science (B.S.) in Marine Sciences | 201 1

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW PLLC — West Palm Beach, Florida

2023—Present

Counsel

- Practice focuses on local government law, land use and zoning, environmental issues and water law, and human resources law.
- Manages civil litigation practice within the Florida state court system.
- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.

CITY OF HOMESTEAD, FLORIDA — Homestead, Florida

October 2014—2024

Assistant City Manager (October 2021 — 2024)

- Oversaw the City's operational departments of Public Works, Parks & Recreation, Public Information, Economic Development, and the Community Redevelopment Agency.
- Leads the City's construction team, which involves implementing projects, developing funding plans, and orchestrating municipal project financing.

Assistant to the City Manager (December 2019 — October 2021)

- Project managed multiple high-profile municipal capital construction developments.
- Coordinated intergovernmental legislative priorities and managed critical lobbyist and government relations.
- Oversaw the City's Communications & Marketing strategies across all primary media channels.

Public Information Officer (September 2016 — November 2019)

- Drafted official city communications, updated social media channels, performed extensive public outreach, directed crisis communications, and organized high-impact city events.
- Created strategic communication initiatives with other City departments to carry out complex special projects.

Public Information Coordinator (October 2014 — August 2016)

- Drafted City communications, updated social media accounts, and performed targeted public outreach.
- Created cross-departmental communication plans to support major municipal initiatives.

VIRGINIA CONSERVATION NETWORK — Richmond, Virginia

January 2014 — March 2014

Climate and Energy Organizing Fellow

- Lobbied on Virginia state environmental legislation, formally testified at legislative committee meetings, and tracked statutory bills.
- Organized and participated in public policy engagement and community advocacy efforts.

OCEANA — Miami, Florida

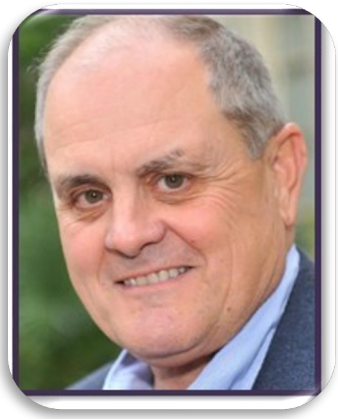
January 2013 — December 2013

Policy Intern

- Produced community outreach planning reports, public photo petitions, and media documentation.
- Performed civic engagement by lobbying local politicians, presenting to organizations, and recruiting grassroots volunteers.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW



51 5 N. Flagler Drive
Suite 350
West Palm Beach, FL 33401

EMAIL ADDRESS
pnicoletti@tgjustice.com

FLORIDA BAR NO.
366269

ADMISSIONS

- The Florida Bar
- District of Columbia Bar
- U.S. Supreme Court
- U.S. Court of Appeals (1 1th Circuit)
- U.S. District Court (S.D. Fla.)

Paul J. Nicoletti, Esq.

OF COUNSEL

PROFESSIONAL PROFILE

Paul Nicoletti is a decorated veteran, former JAG officer, experienced government administrator, and highly experienced city attorney. Mr. Nicoletti is individually rated “AV Preeminent" by Martindale-Hubbell (the highest category) and has been Board Certified by The Florida Bar in City, County, and Local Government Law from the inception of the designation in 1 996. He specializes in administrative, corporate, local governmental, and land use law, serving public entities, individuals, and corporations.

Paul has an extensive record working with local governments, having worked directly for nearly twenty municipalities across the nation over his career. His background spans executive management as a City and Village Manager, alongside core legal management as a General Counsel and City Attorney, uniquely positioning him to balance administrative compliance with strategic trial advocacy.

CURRENT APPOINTMENTS & JUDICIAL ROLES

Serving as part-time Special Magistrate, general counsel, or legal consultant across multiple jurisdictions:

- Special Magistrate Jurisdictions: City of Stuart, Martin County, Town of Jupiter, Town of Jupiter Island, and the Village of Indiantown.
- Municipal Advisory: Legal Consultant for the Town of Ocean Breeze.

MILITARY SERVICE & LEADERSHIP

Mr. Nicoletti served for nearly 33 years in the United States Army (Active and Reserve), retiring at the rank of Colonel and earning the Legion of Merit. As a member of the Judge Advocate General's (JAG) Corps, he served as Chief of Administrative Law at Fort Stewart, Georgia, commanding operations during Operations Desert Shield and Desert Storm. He also served as Staff Judge Advocate for Joint Task Force New Hope in El Salvador and commanded the 1 74th Legal Support Organization.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW PLLC — West Palm Beach, FL — 2024—Present

Of Counsel

- Provides legal advisory support in the areas of local government law, commercial and residential real estate, business transactions, and administrative trials.
- Advises public and corporate clients utilizing over four decades of municipal administrative trial expertise.

PAUL J. NICOLETTI, ATTORNEY AT LAW — Stuart, FL — 2017—Present

Sole Practitioner

- Maintains an AV Preeminent part-time practice specializing in administrative, corporate, local governmental, and land use law.
- Provides legal services for business transactions, commercial/residential real estate, wills, trusts, and probate.

CITY OF STUART — Stuart, FL — 2005—2023

Interim City Attorney — April 2023—October 2023

- Managed legal operations, advised the City Commission, drafted codes, and led state-level municipal representation.

City Manager — May 2011—July 2017

- Appointed chief executive responsible for all municipal operational activities, directing 350 employees and a $45 million combined budget.
- Directly supervised 11 department heads, spearheaded annual budget creation, and enforced all city charter regulations.

City Attorney — September 2005—May 2011

- Responsible to the City Commission for all corporate legal operations. Drafted ordinances, resolutions, and structural contracts.
- Supervised municipal litigation, prosecuted code enforcement, and served as chief counsel to city departments.

MOYLE FLANIGAN KATZ RAYMOND & SHEEHAN, P.A. — West Palm Beach, FL — 2003—2005

Shareholder

- Specialized in administrative, corporate, governmental, and land use litigation representing individuals, corporations, and municipalities.

PAUL J. NICOLETTI, P.A. / NICOLETTI BLOCK DUFFY...
1991—2003

—West Palm Beach, FL

Sole Shareholder

- Directed an AV-rated firm of up to six attorneys specializing in public infrastructure contracts, banking, and zoning trials.

1990—1991

UNITED STATES ARMY (ACTIVE DUTY)
—Fort Stewart, GA

Chief, Administrative Law

- Commanded a six-attorney administrative operations division supporting Operations Desert Shield and Desert Storm.
- Served as chief administrative legal counsel for the Post Senior Commander regarding government contracting and environmental law.

SULLIVAN AND NICOLETTI, P.A. / GIBSON & ADAMS, P.A.
1984—1990

—West Palm Beach, FL

Shareholder/Associate

- Represented multiple municipal entities, handling commercial banking, real estate closings, and governmental administrative litigation.
- Served as Town Attorney for the Town of Ocean Ridge (1984—1999) and Town of South Palm Beach (1990—2005).

VILLAGE OF NORTH PALM BEACH
1975—1980

—North Palm Beach, FL

Village Manager

- Chief Administrative Officer directing a 200-employee municipal framework and a $3.5 million annual operating budget.

CITY OF WEST PALM BEACH
1973—1975

—West Palm Beach, FL

Assistant City Manager

- Managed daily operations and analysis across Planning, Engineering, and Public Works; served as Acting City Manager.

EDUCATION & CREDENTIALS

Nova Southeastern University 1983

Juris Doctor (J.D.) —Graduated in Top 20% of Class

Florida Atlantic University 1975

Master of Public Administration (M.P.A.) —3.9 GPA

LaSalle University 1969

Bachelor of Arts (B.A.) in Political Science

PROFESSIONAL LEADERSHIP & COMMUNITY SERVICE

- **The Florida Bar:** Board Certified in City, County, and Local Government Law (1996—Present); Former Chair and Member of the Local Government Law Certification Committee (2009—2014).
- **Civic Leadership**: Former President and Board Member of the Mental Health Association of Palm Beach County and Mental Health Associations in Florida; National Board Member of the NMHA.
- **Community Posts:** Leadership Palm Beach County (Class of 2000); President and Member of the Guild of Catholic Lawyers of Palm Beach Diocese; Commander Knight of Grace, Order of St. John.

ENGAGEMENT LETTER WITH TG LAW PLLC

THIS ENGAGEMENT LETTER, is made and entered into this _____ day of June, 2026 by and between the TOWN OF LOXAHATCHEE GROVES, FLORIDA, 155 F Road, Loxahatchee Groves, Florida 33470 (hereinafter "TOWN"), and the TG LAW PLLC, a Florida Professional Limited Liability Company, 515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 (hereinafter "FIRM").

WHEREAS, the TOWN has decided to utilize the service of the FIRM to provide legal services to the TOWN and the FIRM agrees to serve in such capacity.

NOW THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN and the FIRM hereby agree as follows:

1. The FIRM hereby agrees to serve as TOWN Attorney for the TOWN and to provide legal representation on all matters relating to the TOWN. The responsibilities and duties of the FIRM include:

   A. Attend all meeting of the TOWN (regular and special);

   B. Attend other meetings as requested or deemed appropriate by the TOWN;

   C. To be available on call, at reasonable times, to communicate with the Council of the Town, the Town Manager and Town Staff regarding legal matters;

   D. To prepare and/or review all governance documents, referenda, contracts, agreements, policies, procedures, personnel matters and TOWN agenda items;

   E. To provide appropriate training to Town Staff and the Town Council, as needed, pertaining to legal issues such as Sunshine Law, parliamentary procedures, ethics, etc.;

F. To give legal opinions and interpretations as requested;

G. To undertake representation of the TOWN in matters of general litigation;

H. To represent the TOWN at administrative and judicial hearings, depositions, mediations, and settlement conferences;

I. To recommend, coordinate and oversee the retention of outside legal counsel, when appropriate;

J. When requested by the TOWN, perform investigations;

K. Attend other meetings and legal services as requested by the TOWN; and,

L. Defend the TOWN in lawsuits which are not defended by legal services provided by the TOWN's insurers and to supervise insurance defense law firms assigned to the TOWN as needed.

3. The parties agree that the FIRM shall be compensated at the rate of $290.00 an hour billed in six minute increments for services rendered by attorneys of the FIRM, and $98.00 an hour for the services of paralegals of the FIRM, which services shall be billed against a non-refundable monthly retainer in the amount of eighteen thousand nine hundred dollars ($18,900.00). Legal services that are in excess of the non-refundable monthly retainer or related to litigation and appellate work, code compliance matters that may be charged to the violator, collective bargaining, real estate transactions, eminent domain, and cost recovery charged to applicants for development approvals shall be submitted on a separate itemized bill. All billing shall be as described in Section 5 below. The FIRM's fee shall increase by three percent (3%) annually commencing October 1, 2028. For all travel time related to the TOWN, travel time shall be calculated to/from the TOWN offices to the location of the starting point or destination, and the FIRM shall be compensated at a rate of one-half (½) of the FIRM's hourly rate (an example, would be if the TOWN requests the Firm represent the TOWN at a hearing in Tallahassee, Florida, the travel time would be calculated from the TOWN offices to the location of the destination in Tallahassee, Florida).

4. The parties agree that the TOWN shall reimburse the FIRM for any reasonable and ordinary expenses and costs incurred during the course of providing legal services. The expenses and costs include, but are not limited to, out-of-pocket expenses for filing fees, recording, court reporters, photocopies, postage, research charges, mileage (at the FL rate), long distance phone

calls, and other usual and customary expenses. The cost for copies is $0.25 a page and the current postage rate will be utilized for postage expenses. Current FL rate: $0.445.

5. For all legal services performed within the monthly non-refundable retainer, the FIRM will submit a monthly invoice for the previous month's legal services that will provide that it was for: "Legal Services as Town Attorney for [MONTH] [YEAR]" and will not include itemized billing with payment to be made by the TOWN within fifteen (15) days of submission of the invoice. For all legal services excluded from the monthly retain or performed in excess of the retainer, the FIRM shall submit itemized invoices for services rendered on a regular basis with payment to be made by the TOWN within fifteen (15) days of submission of the invoice.

6. This document contains all of the terms and conditions of this Agreement and shall only be subject to modification upon mutual agreement, in writing, of the parties to the Agreement.

7. Either the TOWN or the FIRM may terminate this agreement after providing fifteen (15) days' written notice to the other party.

8. This Agreement is for an indefinite term and shall continue until termination by either party.

TOWN OF LOXAHATCHEE GROVES, FLORIDA	**TG LAW PLLC**
_____	_____
By:_____	By: Gemma Torcivia, Managing Partner
Date:_____	Date:_____

Nason Yeager
GERSON, HARRIS & FUMERO, P.A.
ATTORNEYS AT LAW | Est. 1960

JOHN J. FUMERO
Board Certified State & Federal Government
& Administrative Practice Lawyer

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(561) 982-7116

E-MAIL ADDRESS:
jfumero@nasonyeager.com

CELL:
(561) 315-4595

July 8, 2026

Via Hand Delivery

Valerie Oakes, Acting Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Re: Response to Inquiry Regarding Municipal Legal Services

Dear Town Council Members and Acting Town Manager Oakes:

Nason, Yeager, Gerson, Harris & Fumero, P. A. (the "Firm") appreciates you reaching out to our firm to submit a proposal. In response to your recent inquiry, the Firm submits this response to your Request along with the enclosure.

The Firm is a multi-service law firm, founded in 1960 in Palm Beach County. Among other things, we specialize in the representation of governmental entities, including municipalities, counties and special taxing districts. We have served as general and special counsel to several dozen governmental entities throughout the State of Florida. Alicia Lewis, Steve Conteaguero, and I (the " Town of Loxahatchee Groves Team") have over 75 years of collective legal and local government experience. Ms. Lewis will serve as the Lead Town Attorney, and I will serve as the Secondary Attorney and will provide comprehensive support.

Given the unique character of Loxahatchee Groves as a rural, agricultural, large-lot community facing growth pressures, regulatory modernization, and complex intergovernmental challenges, our Team is particularly well-equipped to navigate the interconnected areas of land use planning, zoning, code enforcement, foreclosures, liens, and special assessments while protecting both the Town's regulatory posture and financial interests.

Thank you for considering our Response. We look forward to the opportunity to meet your legal needs in an effective and timely manner.

Sincerely,

John J. Fumero

a. LETTER OF TRANSMITTAL

We understand the work to be done involves providing comprehensive interim municipal legal services to the Town of Loxahatchee Groves, a unique rural and agricultural community facing complex legal challenges. We provide our positive commitment to perform this work with the highest level of professional excellence, understanding the Town's vision to protect its natural environment and rural character while maintaining a cost-effective, minimal government structure.

b. PROFILE OF OFFEROR

i. Description of Organization

Nason, Yeager, Gerson, Harris & Fumero, P.A. is a regional law firm with over 65 years of experience serving governmental entities throughout the State of Florida. With offices in Palm Beach Gardens, Boca Raton, Ft. Lauderdale, and St. Petersburg, the Firm has been an integral part of Florida's legal and business community. The Firm specializes in municipal law, environmental law, administrative law, real estate law, and civil litigation. We have over 40 attorneys who provide a full range of legal services geared towards helping clients achieve their goals. The Firm is AV Martin-Hubbell rated and our attorneys are nationally recognized as elite practitioners in their respective practice areas.

ii. Lead Attorney and Other Assigned Attorneys

Lead Attorney: Alicia J. Lewis, Esq.

Alicia Lewis focuses her law practice on land use, zoning, government procurement, public private partnerships, affordable housing, environmental law, entitlement due diligence, community outreach, and municipal government law in Florida and Georgia. She represents real estate developers and private property owners before governmental agencies to obtain comprehensive plan amendments, rezoning, site plan approval, platting, variances, special exceptions, conditional use approval, and resolves code enforcement matters. She served as City Attorney for El Portal and Opa Locka, Florida for several years.

Education:

- Juris Doctor, The University of Alabama School of Law
- Master of Public Administration, University of Alabama at Birmingham
- Bachelor of Arts in Political Science, Auburn University

During law school, she served as the Editor for the Alabama Civil Rights & Civil Liberties Law Review, the Regional Fundraising Chair for the National Black Law Students Association and was a member of the Trial Advocacy Team.

Awards & Recognition:

- Leadership Sarasota, 2023
- Best Lawyers, Women in Law, 2021
- South Florida Business and Wealth, Real Estate Awards, Honoree, 2021
- The Daily Business Review on the Rise, Florida Legal Awards Honoree, 2021
- Best Lawyers in America: Ones to Watch, Land Use & Zoning/Real Estate, 2021
- South Florida Legal Guide, Top Up & Comer Lawyer Under 40 Award, 2020, 2021
- Super Lawyers Magazine Florida Rising Star -- Land Use & Zoning, 2019, 2020, 2023
- Chambers & Partners, Diversity & Inclusion Awards, Future Leader Minority Lawyer, 2019
- Attorney at Law Magazine, South Florida Rising Star, Real Estate Law, 2018

Secondary Attorney: John J. Fumero, Esq.

John Fumero has represented, and worked with, public sector entities for over 35 years. Mr. Fumero is a board certified specialist in State and Federal Government and Administrative Practice by the Florida Bar. Less than 5% of Florida Bar Members have this designation. Board certification recognizes specialized knowledge, skills, and proficiency. He previously served as General Counsel, and Director of Legislative and Governmental Affairs, for South Florida Water Management District, City Attorney for Port St. Lucie and City of Okeechobee, and as Special Counsel to numerous cities, counties, and special taxing districts.

Mr. Fumero is AV rated by Martindale-Hubbell, the highest rating an individual can receive from his peers, which signifies Mr. Fumero's peers recognize him as having the highest level of professional excellence for his legal knowledge, communication skills, and ethical standards. He is also a Florida Supreme Court Certified Mediator with a track record of assisting governmental entities in Alternative Dispute Resolution ("ADR").

Education:

- Juris Doctor (JD), University of Miami, Coral Gables, FL
- Bachelor of Arts (BA), University of Miami, Coral Gables, FL

Certifications:

- Board Certified Specialist in State and Federal Government and Administrative Practice by The Florida Bar
- Florida Supreme Court-certified mediator
- Certification in Negotiation and Policy from Harvard Law School
- Fluent Spanish speaker

iii. Location of Primary Office

Our lead attorney Ms. Lewis and secondary attorney Mr. Fumero operate from our offices at 110 East Broward Boulevard, Suite 1010, Fort Lauderdale, Florida 33301.

iv. Local Government Experience

Our Team has extensive experience in all areas specifically identified as critical to Loxahatchee Groves:

Land Use Planning, Zoning, Code Enforcement, Foreclosures, Liens, and Special Assessments:

- Comprehensive experience with rural and agricultural zoning matters
- Extensive code enforcement practice including foreclosure proceedings
- Special assessment expertise for municipalities and special districts
- Protection of both regulatory authority and financial interests

The Team is well equipped to help develop, implement, and enforce land use regulations and review zoning and development approval applications. We can also assist with acquiring real property and incentivize community development. The Team will work with the Town Council and employees to develop policies and regulations affecting the quality of life for the Town's residents, businesses, and natural resources. They will also provide legal assistance to and can help establish any ancillary boards the Town may wish to establish including a Planning and Zoning Board, Development Review Committee, and Code Enforcement Board. The Team has successfully represented local governments in a variety of planning and zoning appeals and has litigated decisions at multiple levels of state and administrative courts.

The Team has practiced in state, federal and administrative courts and is familiar with the dispute resolution process described in Chapter 164, Florida Statutes. We will coordinate closely with the Town Manager and the Town Commission to ensure that we understand and follow through on the Town's desired direction and approach.

Dependent Special Districts (Chapter 298 Water Control Districts):

- Mr. Fumero currently represents Central County Water Control District as District Attorney
- Extensive experience with stormwater management and environmental compliance
- Regular interaction with the South Florida Water Management District and Florida Department of Environmental Protection

Ethics, Procurement, Employment Law, Public Records Compliance:

- Mr. Fumero regularly conducts comprehensive training and counseling on Florida's Ethics, Public Records, Government in the Sunshine laws
- The Team has extensive procurement and contracting experience
- The Town would have access to the firm's labor and employment law departments

The Team has significant experience in counseling local governments regarding compliance with Florida's Ethics, Public Records, and Government in the Sunshine laws and have provided training on those topics. For several decades, the Firm has provided counsel to board members and staff in a wide variety of situations dealing with voting conflicts of interest, prohibited conflicts of

interest, gifts, and open meeting requirements. They have been involved with litigation and other disputes concerning public records and matters that are statutorily exempt from production. The Team is well versed and prepared to guide the Town Council and staff on compliance with these Florida laws that every government official, attorney, and employee must be aware of and diligently observe. The Team have guided boards through the nuances of complying with statutory requirements for quasi-judicial proceedings related to land use and zoning, rate setting, pensions, and internal appeals, and defended the quasi-judicial decisions of boards at all levels of judicial and administrative litigation. With this experience, the Town Council and staff will be confident that it has a legal team that can help it navigate quasi-judicial proceedings and defend any appeals of its quasi-judicial decisions, should litigation arise.

The Team also has significant experience resolving a wide variety of labor and employment matters and have counseled their clients on the application of laws including workplace discrimination, wage and hour, and the Family Medical Leave Act. They have been involved in labor litigation and mediation and are knowledgeable regarding issues of importance to employees and employers. Recently, Mr. Fumero drafted and implemented a drug-free workplace policy for a Florida governmental entity.

v. Similar Municipal Engagements (Past Three Years)

St. Lucie West Services District - District Attorney (Current - 1 year)
Reference: Joshua Miller, District Manager and Deputy Public Works Director
Phone: (772) 340-0220 x133
Email: jmiller@slwsd.org
Services: Complete special legal services including resolution and property document drafting, contracting and purchasing, and council meeting attendance.

City of Okeechobee - City Attorney (Current - 8 years)
Reference: Gary Ritter, City Administrator
Phone: (863) 763-9811
Email: gritter@cityofokeechobee.com
Nason Yeager currently represents the City of Okeechobee as City Attorney. In this role, Nason Yeager reviews and drafts ordinances, resolutions, agreements, and other documents for consideration by the City Council. We attend and represent the City at Code Enforcement hearings, Planning and Zoning meetings, and City Council meetings. Nason Yeager provides legal advice to the City Administrator and Council regarding matters concerning the police department, fire department, human resources, and other matters as they arise.

Port of Palm Beach District - General Counsel (Current - 5 years)

Reference: Michael Meekins, Executive Director
Phone: (561) 383-4131
Email: MMeekins@portofpalmbeach.com
Nason Yeager serves as the primary legal advisor to the Port of Palm Beach Commission and Port staff. The Port Counsel renders opinions on legal issues affecting the Port, keeps the Port Commission and Port staff informed of federal, state and local government laws and judicial and attorney general's opinions that could affect the Port in any way, drafts contracts for the Port and reviews procurement solicitations. The Port Counsel attends Port Commission regular and special meetings, Executive Sessions, and, upon request, Commission Workshops convened from time to time. As necessary, the Port Counsel represents the Port in judicial and quasi-judicial proceedings.

Central County Water Control District - District Attorney (Current - 8 years)
Reference: Rebbecca Hernandez, District Manager
Phone: (863) 983-5797
Email: assistantmanager@ccwcdfl.com
Nason Yeager currently represents Central County Water Control District (CCWCD) as its Attorney. In this capacity, Nason Yeager routinely updates CCWCD's policies, ordinances, and resolutions, assists CCWCD in the development, drafting, and implementation of its Water Control Plan, has aided CCWCD in a transition of the District Manager, District Engineer, and Treasurer positions, and recently assisted CCWCD in securing an Environmental Resource Permit for the Montura Ranch Reservoir, a 9-acre recreational and conservation area.

City of Hollywood – Alicia Lewis - currently serves as Special Counsel for Planning and Zoning matters

City of El Portal - City Attorney (Former) Alicia Lewis served as City Attorney providing comprehensive municipal legal services.

City of Opa Locka - City Attorney (Former) Alicia Lewis served as City Attorney providing comprehensive municipal legal services.

vi. Conflicts of Interest

We have conducted a comprehensive conflict check and have identified no actual or potential conflicts with representing the Town of Loxahatchee Groves. Our current municipal clients operate in different geographic areas and do not present conflicting interests.

vii. Litigation History

Neither the Firm nor the proposed Team members have been involved in any litigation within the last five years arising out of our performance of municipal legal services. We maintain professional liability insurance and have an exemplary record of professional service.

viii. Florida Bar Complaints

Neither the Firm nor the proposed Team members have been involved in any complaints to the Florida Bar within the last five years arising out of our performance.

ix. Proposed Contract Structure

We propose a contract for outside legal services on a retainer/hourly basis. This model is currently used by our municipal clients including the City of Okeechobee, Port of Palm Beach District, and Central County Water Control District. This structure provides:

- Predictable monthly retainer for core services
- Hourly billing for special projects and litigation
- Detailed monthly reporting of services
- Flexibility to address varying legal needs
- Cost-effective approach aligned with municipal budgets

c. PRICING

Understanding the Town's budget considerations with approximately $193,000 annually (~$16K/month) for legal services, we propose the following flexible pricing structure:

Standard Rates (municipal legal services as set forth in the Town's July 2025 Request for Letter of Interest at Section II, numbered items 1 through 25):
- Shareholders: $325
- Associates: $250
- Paralegals: $95

Rates for services outside of retainer (matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager):
- Shareholders: $400

- Associates: $325
- Paralegals: $105

Billing Practices: Mileage charged at current IRS rate; No charge for routine costs including: Standard photocopying, Telephone calls, Faxes, and Standard postage.

Monthly Invoicing:
Monthly invoices will include: Date of service; Detailed service description; Case name/identifier if applicable; Team member performing work; Time incurred (in tenths of an hour).

The Team acknowledges that the Town reserves the right to negotiate the final fee structure based on specific needs and service requirements.

c. CONCLUSION

Nason Yeager's Team of Alicia Lewis and John Fumero brings the exact combination of experience, expertise, and understanding that Loxahatchee Groves requires during this interim period. Our extensive experience with rural agricultural communities, special districts, environmental law, and municipal governance positions us to provide the sophisticated legal counsel needed while respecting the Town's commitment to cost-effective, minimal government structure.

We are prepared to attend any pending workshop and special council meeting and to assume the Town Attorney responsibilities effective August 5, 2026. We look forward to the opportunity to serve the Town of Loxahatchee Groves and help protect its unique rural character while addressing the complex legal challenges ahead.

TOWN OF LOXAHATCHEE GROVES
AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES

This Agreement is made as of the _____ day of _____, 2026, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (the "Town") and Nason Yeager Gerson Harris & Fumero, PA, whose local mailing address is 110 East Broward Blvd., #1010, Fort Lauderdale, Florida 33301 (the "Firm").

In consideration of the mutual promises contained in this Agreement, the Town and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until such time as this Agreement is terminated as stated herein.

c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

3.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 The Law Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Law Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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 thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The Town and the Law Firm agree that the Town will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Law Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 – COMPLIANCE

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action.

In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Law Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 11 – INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

Municipal Legal Services	Non-Routine (with prior Council Approval)
a. Attorneys $325.00 an hour	a. Attorneys $400.00 an hour
b. Paralegal at $95.00 an hour	b. Paralegal at $105.00 an hour

12.2 The Law Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

12.3 All invoices must be submitted to the Town Manager at 155 F Road, Loxahatchee Groves, Florida 33470, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The Town does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Law Firm, is not permitted by the Town.

12.4 The Town will reimburse the Law Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

(a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).

(b) The Town will not pay for local facsimile transmissions.

(c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

(d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statues.

(e) The Town does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.

(f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

(g) The Town will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed $300) must be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Law Firm.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$300,000 annual aggregate
Commercial General Liability Insurance	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability (optional /per case basis)	$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance upon request by the Town. The Town shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Law Firm of its liability and obligations under this Agreement.

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm 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 Agreement and following completion of this Agreement if the Law Firm 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 Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'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, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

(b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;

(e) Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statues, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 17 - SCRUTINIZED COMPANIES

17.1

a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Legal Services to be executed as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Acting Town Manager /Town Clerk

By: _____
Lisa El-Ramey, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Nason Yeager Gerson Harris Fumero, PA

By: _____

Print: _____

Firm: _____

Acting Town Attorney / Outside Counsel

By: _____

[Corporate Seal]

This is supplement to Item 16

Outlook

Fw: FY26 Paving Project

From Craig Lower <pwdirector@loxahatcheegrovesfl.gov>
Date Tue 7/7/2026 12:53 PM
To Maylee De Jesus <mdejesus@loxahatcheegrovesfl.gov>; Valerie Oakes <voakes@loxahatcheegrovesfl.gov>; Gabriella Croasdaile <townclerkassistant@loxahatcheegrovesfl.gov>; Ennya Blaise <eblaise@loxahatcheegrovesfl.gov>; Kenthia White <legalassistant@loxahatcheegrovesfl.gov>

From: Gary Clough <townengineer@loxahatcheegrovesfl.gov>
Sent: Sunday, 05 July 2026 13:50:10
To: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>
Subject: Re: FY26 Paving Project

Craig, I would recommend strongly against removal of the double yellow centerline on this year's paving program for the following reasons:

1. Studies show that no double yellow centerline tends to increase speeds by 5 to 8 miles per hour.
2. The double yellow centerline defines the lanes which protects the vehicles in the lane adjacent to the canal from opposing vehicles crossing what would be the center of the road as they pass vehicles in the lane adjacent to the canal.
3. Removal of the double yellow centerline would allow for passing.

   With the number of drives that have limited sight distance while accessing A Road and Collecting Canal Road, both the increased speeds and the potential passing along the road will further create hazards for vehicles pulling out of drives and adjacent streets along the roads in question. If Council decides to eliminate the centerline , I recommend they at least keep it on the curve intersecting A Road and Collecting Canal Road and 100 feet prior the stop signs at the beginning and the end of the project. Let me know if you need any additional from me on this.

From: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>
Sent: Wednesday, July 1, 2026 8:06 PM
To: Gary Clough <townengineer@loxahatcheegrovesfl.gov>
Subject: FY26 Paving Project

Gary,

The Mayor is asking for us to remove the stripping in the paving project. I told her that I would consult with you and simmons & white for your opinion.

Craig Lower
Public Works Director, CDM
Town of Loxahatchee Groves

245 W. D Road
Loxahatchee Groves, FL 33470
Pwdirector@loxahatcheegrovesfl.gov
Direct: (561) 807-6673

LOXAHATCHEE
GROVES
FLORIDA

Outlook

Fw: Request for Traffic Engineering Recommendation – Double Yellow Centerline Striping

From Craig Lower <pwdirector@loxahatcheegrovesfl.gov>
Date Tue 7/7/2026 12:53 PM
To Valerie Oakes <voakes@loxahatcheegrovesfl.gov>; Maylee De Jesus <mdejesus@loxahatcheegrovesfl.gov>; Ennya Blaise <eblaise@loxahatcheegrovesfl.gov>; Gabriella Croasdaile <townclerkassistant@loxahatcheegrovesfl.gov>

Get Outlook for iOS

From: Bryan Kelley <bryan@simmonsandwhite.com>
Sent: Monday, 06 July 2026 16:28:26
To: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>
Subject: RE: Request for Traffic Engineering Recommendation – Double Yellow Centerline Striping

The proposed centerline striping could be removed if desired, as centerline markings are generally not required on low-volume local roadways. However, from a traffic engineering and operational standpoint, we recommend including the centerline striping.

The centerline striping provides important operational and safety benefits by reinforcing lane discipline, improving driver expectancy, and providing positive guidance for opposing traffic, particularly during nighttime conditions or periods of reduced visibility. In addition, centerline striping contributes to a narrower perceived roadway width, which has been shown to produce a traffic calming effect by encouraging motorists to operate at lower speeds and remain more centered within their travel lane. Conversely, removing the centerline can increase the perceived pavement width, which may result in higher operating speeds and less consistent lane positioning.

Given the limited benefits of removing the striping and its operational, safety, and traffic calming benefits, we recommend retaining the centerline markings on this roadway.

Bryan G. Kelley, P.E.
Principal

SIMMONS & WHITE
CIVIL & TRAFFIC ENGINEERING

O: 561.478.7848 x112 | C: 561.371.2285
2581 Metrocentre Blvd West, Ste 3
West Palm Beach, FL 33407

From: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>
Sent: Monday, July 6, 2026 10:42 AM
To: Bryan Kelley <bryan@simmonsandwhite.com>
Subject: Request for Traffic Engineering Recommendation – Double Yellow Centerline Striping

Good morning, Bryan,

As we discussed by phone earlier, I would appreciate your professional recommendation regarding the proposed removal of the double yellow centerline striping from the Town's upcoming FY25 Roadway Paving Project.

One of our Council Members has requested a recommendation from a licensed traffic engineer concerning the removal of the centerline striping. If possible, please provide your professional opinion, including the advantages and disadvantages of installing or removing the double yellow centerline markings, as well as any safety, operational, or regulatory considerations that the Town should take into account.

Please see the attached FY25 Roadway Paving Project Scope of Work for your reference.

Thank you for your assistance. I appreciate your expertise and look forward to your recommendation.

Craig Lower
Public Works Director, CDM
Town of Loxahatchee Groves
245 W. D Road
Loxahatchee Groves, FL 33470
Clower@loxahatcheegrovesfl.gov
Direct: (561) 807-6671

LOXAHATCHEE GROVES FLORIDA