TOWN OF SURFSIDE

INVITATION TO BID (ITB)

ITB No. 2026-01

DUNE RESTORATION PROJECT

The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Ruben A. Coto
Commissioner Nelly Velasquez
Commissioner Gerardo Vildostegui

Town of Surfside
9293 Harding Ave
Surfside, Florida 33154

ISSUE DATE: FRIDAY, JANUARY 9, 2026

BID OPENING DATE: MONDAY, FEBRUARY 9, 2026

BID OPENING TIME: 2:00 P.M.

PUBLIC NOTICE

INVITATION TO BID (ITB) No. 2026-01

DUNE RESTORATION PROJECT

NOTICE IS HEREBY GIVEN that the Town of Surfside ("Town") is soliciting sealed bids for Dune Restoration Project services in Surfside, Florida. Interested companies, firms, or individuals ("Bidders") may obtain a copy of Invitation to Bid ("ITB") No. 2026-01 beginning on Friday, January 9, 2026, from the Office of the Town Clerk, located at 9293 Harding Avenue, Second Floor, Surfside, Florida, 33154, or may download it from the Town's website at www.townofsurfsidefl.gov. The ITB contains detailed and specific information regarding the scope of work, submission requirements, and evaluation procedures.

One (1) original, two (2) hard copies, and one (1) electronic copy on a USB drive of the completed and executed bid must be delivered no later than **2:00 PM on Monday, February 9, 2026** ("Bid Submission Deadline") to the following address:

Town of Surfside – Town Hall
Office of the Town Clerk
9293 Harding Avenue
Surfside, Florida 33154

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee. It is the sole responsibility of the Bidder to ensure their submission is received by the deadline.

The envelope containing the sealed bid must be clearly marked as follows:

SEALED BID
ITB NO. 2026-01
DUNE RESTORATION PROJECT

PUBLIC BID OPENING DATE AND TIME (SUBMISSION DEADLINE):

FEBRUARY 9, 2026, AT 2:00 PM

A non-mandatory Pre-Bid Meeting will be held on **Tuesday, January 20, 2026, at 11:00 AM**, at Town Hall, 9293 Harding Avenue, Surfside, FL 33154. The meeting will include a project overview, followed by a site visit to the beach area where the dune project is located. All Bidders intending to submit a bid are strongly encouraged to attend.

All questions or requests for clarification regarding this ITB must be submitted in writing to Sandra McCready, M.M.C., Town Clerk, no later than **5:00 PM on Friday, January 23, 2026**. Questions may be submitted by mail to the address above or via email at smccready@townofsurfsidefl.gov. Questions received after the deadline will not be addressed. All timely questions will be answered via Addendum posted on the Town's website.

The Town intends to award an agreement to the lowest responsible and responsive Bidder whose submission meets the requirements of the ITB and is determined to be in the best interest of the Town. The Town reserves the right to cancel this solicitation, reject any or all bids, waive any informalities or technicalities, and to accept the bid deemed to serve the best value to the Town.

The Town hereby provides notice to all Bidders of the imposition of a Cone of Silence for this solicitation, in accordance with Section 3-17 of the Town Code. The Cone of Silence refers to a prohibition on communication regarding any competitive bid or solicitation for a purchase exceeding $25,000.00. This includes, but is not limited to, communications related to this Invitation to Bid (ITB) between (1) any potential bidder, vendor, proposer, consultant, service provider, or lobbyist, and (2) Town Commissioners, Town staff (including the Town Manager and their staff), or any member of the Town's selection or evaluation committee. All inquiries regarding the Cone of Silence should be directed to the Town Clerk or Town Attorney.

Date Posted: Thursday, January 8, 2026

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SECTION 1:
INFORMATION FOR BIDDERS

1.1. INTRODUCTION/GENERAL BACKGROUND.

The Town of Surfside, Florida (the "Town") is soliciting bids for the Dune Restoration Project (the "Project"). The Town hereby requests bids for the selection of one firm ("Contractor" or "Bidder") to perform the work set forth in Section 3 of this ITB. The Project shall be funded through the Florida Department of Environmental Protection (FDEP) under the Beach Management Funding Assistance Program, pursuant to Grant Agreement No. 24DA1, which is attached hereto as Attachment "A" and incorporated herein by reference.

The Contractor shall provide all labor, materials, equipment, services, and incidentals necessary to complete the Project, as further described in Section 3 of this ITB (the "Work"). The Town intends to award a contract to the lowest responsive and responsible Bidder whose bid meets the requirements and criteria set forth in this ITB for the Work described herein.

1.2. SCHEDULE OF EVENTS.

The following schedule is anticipated for this ITB process, but is subject to change by the Town, in its sole discretion, at any time during the ITB procurement process.

No.	Event	Date*	Time* (EST)
1	**Advertisement/Distribution of ITB**	**January 9, 2026**	**N/A**
2	**Non-Mandatory Pre-Bid Meeting / Site Visit** 9293 Harding Avenue, Surfside, FL 33154	**January 20, 2026**	**11:00 AM**
3	**Deadline to Submit Questions / Requests for Clarification**	**January 23, 2026**	**5:00 PM**
4	Town Issues Addenda and Responds to Questions	TBA	TBA
5	**Deadline to Submit Sealed Bids – Submission Deadline**	**February 9, 2026**	**2:00 PM**
6	Bid Opening & Evaluation of Bids	February 9, 2026	2:00 PM
7	Town Manager issues recommendation to Town Commission	TBA	TBA
8	Award Bid(s) and Agreement(s) at Commission Meeting	TBA	TBA

1.3. BID DUE DATE.

Sealed Bids will be received at the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, until **2:00 p.m. local time, February 9, 2026** (the "Submission Deadline"), at which time all Bid will be publicly opened.

Bid must be addressed and delivered to:

ITB No. 2026-01
Office of the Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

1.4. NON-MANDATORY PRE-BID MEETING AND SITE(S) VISIT.

A non-mandatory pre-bid meeting will be held at **11:00 a.m. on Tuesday, January 20, 2026 at the Town Hall.** The meeting is not mandatory, but Bidders planning to submit a bid are encouraged to attend this meeting. All persons attending the pre-bid meeting will receive the answers to all questions asked or submitted. A site(s) visit for interested Bidders will occur immediately following the pre-bid meeting.

Prior to submitting a Bid, each Bidder should visit the site and become familiar with the conditions that may, in any manner, affect the Work to be performed by Contractor or affect the equipment, materials and labor required. The Bidder is also required to examine carefully the Specifications set forth in Section 3 of this ITB and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Work to be performed under the Agreement. No allowances will be made because of lack of knowledge of any conditions or requirements.

1.5. ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING BID PROCESS.

The Town will not respond to oral inquiries or questions concerning this ITB. All written inquiries, requests for interpretation or clarification shall be sent to:

Sandra McCready, MMC.
Town of Surfside Clerk
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccready@townofsurfsidefl.gov

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the Town no later than Friday, January 23, 2026 at 5:00pm.

All such interpretations or clarifications will be made in writing in the form of an Addendum to this ITB issued by the Town to all known and/or registered prospective Bidders. Each prospective Bidder shall acknowledge receipt of such Addenda by including it in the Bid Form. All Addenda shall be a part of this ITB and a part of the Agreement and each Bidder will be bound by such Addenda, whether or not received. It is the responsibility of each prospective Bidder to verify that it has received all Addenda issued before Bid are submitted and opened.

1.6. SUBMISSION OF BID.

One (1) original, two (2) copies, and one (1) electronic copy on a USB drive of the Bid PLUS a USB containing all documents submitted shall be submitted no later than the Submission Deadline in a sealed envelope which must be plainly marked on the outside "SEALED BID - ITB NO. 2026-01 DUNE RESTORATION PROJECT" to:

Town Clerk Sandra McCready, MMC.
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccready@townofsurfsidefl.gov

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS ITB WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED BID SHALL NOT BE CONSIDERED.

Hand-delivered bids may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service. Any Bid received after the appointed time, whether by mail or otherwise, shall **not** be accepted. Any uncertainty regarding the time a Bid is received shall be resolved against the Bidder.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to bind the Bidder and enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the Town as constituting an offer by the Bidder to perform the required Work, upon the terms and at the prices stated by the Bidder.

Bids will be publicly opened and read. All Bidders and their representative are invited to be present. Bids shall be typed or printed in ink. All blanks on the Bid form(s) must be completed. Names must be typed or printed below the signature. Facsimile and email Bids will **not** be accepted.

Only one (1) Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Bidder has interest in more than one (1) Bid for Work contemplated; all Bid in which such a Bidder is interested will be rejected. Bidder by submitting this Bid certifies that this Bid is made without previous understanding, contract, or connection with any person, firm or corporation making a Bid for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

1.7. BID REQUIREMENTS & FORMAT.

Bidders must submit one (1) original, two (2) copies, and one (1) electronic copy on a USB drive to the Town Clerk by the Submission Deadline. Bids must be typed or filled in with ink and submitted on 8 ½" x 11" size paper, using a single method of fastening. Each Bidder must present its products, services, and applicable features in a clear and concise manner that demonstrates the Bidder's capabilities to satisfy the requirements of this ITB. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Work. Bids MUST include the following:

1.7.1. Bidder shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Bid Package:

Form 1.	Bid Form Package Acknowledgement.
Form 2A.	Bidder's Certification (if Company or Corporation)
Form 2B.	Bidder's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Bidder's Qualifications Survey
Form 7.	Bid Form
Form 8.	Reference List
Form 9.	Bid Guaranty/Bid Bond
Form 10.	Payment and Performance Bonds

1.7.2. Proof of Experience. Provide documentation evidencing the experience of the Bidder and demonstrating that the Bidder has successfully provided Work similar to those specified herein to other firms and/or agencies of similar size and needs as the Town. The Bidder firm shall be currently engaged in Work on a full time basis and shall have been in existence and continuous operation providing the Work for a minimum of five (5) years.

1.7.3. Safety Record. Bidder shall provide documentation evidencing the safety and compliance record of the Bidder in performing similar Work, including information as to any safety or any noncompliance violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

1.7.4. Bidder's Qualifications. Include name, function, and qualifications of key personnel in the organization who will be providing Work. The key person or contact assigned to the Work shall within the past three (3) years have conducted and been responsible for providing Work in a similar project or environment. Please note, to receive further consideration, all Bidders must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

1.7.4.1. Service and Incorporation – Contractor shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.
1.7.4.2. Licenses – Contractor must be fully licensed with any and all applicable and required licenses, certifications and permits for Work, including government licenses, certifications, and permits from the State of Florida, Miami-Dade County, the Town, and any other governing governmental regulatory authorities.

1.7.5. Insurance Certificates. Bidder shall provide certificates of insurance demonstrating compliance with the requirements set forth under Section 2 of this solicitation, including:

1.7.5.1. Commercial General Liability
1.7.5.2. Workers Compensation & Employer's Liability
1.7.5.3. Business Automobile Liability

THE TOWN MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

1.7.6. Bidder may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this ITB.

1.8. EVALUATION CRITERIA/AWARD OF CONTRACT.

Award shall be made to the lowest responsible and responsive Bidder whose qualifications indicate the Award will be in the best interest of the Town and whose Bid complies with the requirements of this ITB.

In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. The responsible bidder shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid which conforms in all material respects to the ITB (the "Responsible Bidder"). In evaluating responsibility, the Town may also consider previous contracts with the Town, past performance and experience with other contracts, compatibility of the project team with Town personnel, and any other criteria deemed relevant by the Town. The Town Manager or designee may reject those bids that do not meet the minimum requirements of the ITB.

If the Town accepts a bid, the Town will provide a written notice of award to the lowest responsible and responsive Bidder who meets the requirements of this ITB. If the successful bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the Town may, at the Town's sole option, award the contract to the next lowest, most responsive, and responsible bidder or reject all bids or re-advertise the Work. Neither this ITB, nor the notice of award of the Agreement(s) constitutes an agreement or contract with the Successful Bidder(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as **Attachment "K,"** has been executed by the Town and the Successful Bidder(s) and approved as to form, content, and legal sufficiency by the Town Manager and Attorney.

1.9. TOWN'S RIGHTS; WAIVER OF IRREGULARITIES.

The Town reserves the right to reject any or all bids which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into contracts with more than one Contractor. The Town reserves the right to accept or reject any and/or all Bid or parts of Bid, to workshop or negotiate any and all Bid, to select and award Bidder(s) for all or any of the Work, waive irregularities in Bid, to cancel or discontinue this ITB process, and to request new Bid on the required Work or services. The Town Commission shall make the final determination and award of Bid(s). All materials submitted in response to this Invitation to Bid become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any Bid or responses to the ITB, whether amended or not, and selection or rejection of Bid does not affect this right.

1.10 CONE OF SILENCE.

The provisions of Town's Cone of Silence are applicable to this ITB. The Town's Cone of Silence provisions can be found under Section 3-17 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Sandra McCready, MMC, Town Clerk
Town of Surfside , 9293 Harding Avenue, Surfside, Florida 33154
smccready@townofsurfsidefl.gov

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for a purchase exceeding $25,000.00, including but not limited to, a particular request for proposal ("RFP"), request for qualification ("RFQ"), request for expression of interest or bid, between:

(1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and

(2) The Town Commissioners, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this ITB upon advertisement of the ITB. The Cone of Silence shall terminate at the beginning of the Town Commission meeting at which time the Town Manager makes his or her written recommendation to the Town

Commission. However, if the Town Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

(1) Oral communications at pre-bid meeting;

(2) Oral presentations before selection or evaluation committees:

(3) Public presentations made to the Town Commissioners during any duly noticed public meeting;

(4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;

(5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(6) Communications with the Town Attorney and his or her staff;

(7) Duly noticed site visits to determine the competency of respondents regarding a particular solicitation during the time period between the opening of solicitations and the time the town manager makes his or her written recommendation;

(8) Any solicitation or procurement which is exempt from the competitive bidding procedures as set forth in sections 3-12 and 3-13 of this chapter;

(9) Responses to the town's request for clarification or additional information;

(10) Contract negotiations during any duly noticed public meeting;

(11) Written communications to enable town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the town's professional staff including, but not limited to, the town manager and his or her staff are in writing or are made at a duly noticed public meeting;

(12) Unsolicited proposals or solicited proposals pursuant to a public-private partnership with the town in accordance with F.S. § 255.065, as amended from time to time, including, but not limited to, contract negotiations between the town staff, consultants, and individuals or representatives of entities proposing a public-private partnership.

END OF SECTION 1

SECTION 2:
TERMS AND CONDITIONS

2.1. PURPOSE OF BID.

The Town requests Bids from qualified firms for the Dune Restoration Project (the "Project"). The Work to be performed includes, but is not limited to, the furnishing, transportation, and placement of beach-compatible sand; construction of the dune to the specified dimensions; construction of the dune walking path with placement of Surfside Mix to the specified dimensions; compliance with the sediment quality control and assurance plan; and all ancillary services, equipment, and incidentals necessary for the successful completion of the Project. The frequency, nature, scope, and definition of the Work may be modified from time to time at the discretion of the Town.

The Town intends to secure a source of supply for the Work from a qualified contractor that conforms to the requirements of this ITB and is most advantageous to the Town and in its best interest. The Town reserves the right to award the Bid considered to best serve the Town's interests.

2.2. DELIVERY.

All equipment, materials, and goods in connection with the Work shall be delivered F.O.B. destination (i.e., at a specific Town address), and delivery costs and charges (if any) will be included in the Bid pricing. Exceptions should be noted.

2.3. EQUIPMENT.

Any equipment or products used by Contractor to provide Work pursuant to this ITB shall remain the property of the Contractor. In the event equipment or products used by the Contractor are found to be defective, of unsatisfactory quality, or do not conform to the requirements of this ITB or the Specifications, the Town reserves the right to reject the equipment or product(s), at the Contractor's expense.

2.4. PRICING.

The Bid Form (Form 7) attached to this ITB under Section 4 and to be included with each Bid shall specify the Bidder's pricing and/or fees for the equipment and Work requested herein. Bidder should include any and all applicable taxes in Bid prices. If the Bidder is awarded an Agreement pursuant to this ITB, the prices and fees quoted in the Bid shall remain fixed and firm during the term of the Agreement.

2.5. BID COSTS.

Bidders submitting Bid do so entirely at their own cost and expense. There is no expressed or implied obligation by the Town to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting Bid, providing additional information when requested by the Town, or for participating in any selection interviews.

2.6. LICENSES AND PERMITS.

Bidder shall secure any and all necessary and required licenses, certifications and permits to conduct the Work, including, but not limited to, all Federal, State, County and Town licenses and permits. All Bidders must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements.

By submitting a Bid in response to this ITB, Bidder represents and warrants to the Town that it holds all licenses, certifications and permits ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Work. Bidder represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Work and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Bidder shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Work with its Bid and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public rights-of-way or other property to deliver equipment or to perform the Work as a result of a Bid award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town property, or other property or persons, occasioned by the acts or omissions, or the negligence of the Bidder (or their agent) or any person the Bidder has designated in the performance of the Work, as a result of the Bid.

2.7. INSURANCE.

2.7.1 If selected, the Contractor shall secure and maintain throughout the duration of the awarded contract insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Town. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Work.

2.7.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily

Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

2.7.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this ITB who is not covered by Worker's Compensation insurance.

2.7.1.3. Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

2.7.2 The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Work required by this ITB.

2.7.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

2.7.4 **THE TOWN MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.**

2.7.5 Pursuant to the Standard Grant Agreement (Contract No. 24DA1), which is attached hereto as Attachment "A," Insurance Requirements listed above must cover the Town and the Florida Department of Environmental Protection. Certificates of Insurance must identify the Town and the Florida Department of Environmental Protection as Additional Insureds.

2.8. BONDS.

The selected Contractor must, prior to performing any portion of the Work and within three (3) days of the Effective Date of the Construction Contract, deliver to the Town the Bonds required to be provided by Bidder hereunder and the Construction Contract (collectively, the "Bonds"). The Town, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Town will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be

listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Construction Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Town.

2.8.1 **Performance Bond.** If this provision is selected, the selected Contractor must deliver to the Town a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the Town by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Town shall select this box: ☒.

2.8.2 **Payment Bond.** If this provision is selected, the selected Contractor must deliver to the Town a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the Town if the selected Contractor fails to make any required payments only. If a payment bond is required, the Town shall select this box: ☒.

2.9. <u>BID GUARANTY/BID BOND.</u> Each bid must be accompanied by a Bid Bond or Cashier's Check, in the amount of five percent (5%) of the bid, in the form provided in Form 10. Bid Guaranty shall be made by certified or cashier's check or by a bid bond made payable to the Town and provided by a surety company authorized to do business as a surety in the state. All Bid Bonds shall be valid for a period of at least 90 days from the bid submission date. The Bid Bonds for all unsuccessful bids shall be returned after the 90-day period. The purpose of the bid bond is to ensure that bids are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time Bidders refuse to honor their bids for at least 90 days after bid opening. The Bid Guaranty of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Town. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Town may annul the notice of award and the entire sum of the Bid Guaranty shall be forfeited to the Town. All Bid Guarantees of unsuccessful Bidders will be returned after the Contract is awarded and executed.

2.10. <u>COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.</u>

Contractor shall conduct its operations in compliance with all applicable federal, State, County and Town laws and regulations in providing the Work required by this ITB.

2.11. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Work required by this ITB and the Agreement without the Town's prior written consent. Any award issued pursuant to this ITB and monies which may be payable by the Town, are not assignable except with the Town's prior written approval.

2.12. ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.13. CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Work hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This ITB specifies the Work to be performed by the Contractor, but the method to be employed to accomplish the Work shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

2.14. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate or deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.15. CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

2.16. INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, its agents, servants or employees, in the performance of the Work pursuant to this ITB and/or from any procurement decision of the Town including without limitation, awarding the Agreement to a Contractor.

2.17. MULTIPLE /OTHER VENDORS.

The Town reserves the right to select and award multiple Bidders to provide one, some or all of the Work. If the selected contractors are unavailable, the Town reserves the right to seek and obtain other sources.

2.18. PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all Bidders are advised as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

2.19. NO CONTINGENT FEE.

Bidder shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

2.20. PUBLIC RECORDS; CONFIDENTIALITY.

Bidders are hereby notified that all information submitted as part of or in support of Bid submitted pursuant to this ITB are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this ITB, Florida Law will govern and prevail.

All Bid submitted in response to this ITB shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid in its best interest. Acceptance or rejection of any Bid shall not nullify the Town's rights hereunder.

END OF SECTION 2

SECTION 3:
SCOPE OF WORK, APPROVED PLANS, PERMITS, AND TECHNICAL REQUIREMENTS

3.1. PROJECT OVERVIEW.

The Town of Surfside Dune Restoration Project proposes to place approximately 7,300 cubic yards of beach-compatible sand along the dune system between FDEP monuments R-31 and R-38, spanning from just north of 96th Street to north of 82nd Street in Miami-Dade County. The fill material will be sourced from upland sand mines previously approved by the Florida Department of Environmental Protection (FDEP), including

- Jahna Industries' Ortona Sand Mine
- Vulcan Materials' Witherspoon Mine
- Garcia Company's Sand Mine
- Cemex's Davenport Mine
- Stewart Materials' Capron Trails Sand Mine.

These sources have been used in prior nourishment projects and are considered beach-compatible based on geotechnical characteristics such as grain size, color, and composition. The proposed sand is expected to match the existing beach conditions, which are characterized by medium-grained, moderately sorted sand with a mix of quartz and carbonate materials.

The sediment quality control and assurance plan, as outlined in the Quality Control Plan (attached), ensures that all sand placed on the beach meets FDEP standards under Fla. Admin. Code r. 62B-41.007(2)(j). The plan includes rigorous pre-construction sampling, on-site visual and tactile assessments, and post-construction laboratory testing to confirm compliance with parameters such as silt and shell content, Munsell color, and grain size. Any noncompliant material will be remediated through blending or removal.

The plan also outlines responsibilities for contractors and permittees, including daily reporting, benchmark sampling, and post-remediation documentation. This comprehensive approach ensures that the sediment used will maintain the natural character and functionality of the coastal system while supporting the goals of the Surfside Dune Restoration Project.

In addition, the scope also includes maintaining and restoring the existing dune walking path using the approved Surfside Mix sourced from SDI Quarry. This Surfside Mix consists of a stabilized sand blend selected to meet compaction and maintenance requirements for pedestrian use. The walking path design incorporates a sand barrier element, which helps define the path alignment and support the stability of the path surface over time.

Bidders are strongly encouraged to attend the non-mandatory pre-bid meeting, which will include a site visit to review existing walking path conditions and the Town's expectations regarding placement, compaction, and maintenance along this corridor.

3.2. PROJECT SCHEDULE AND COMPLETION.

The Bidder hereby agrees to commence work on or before the date specified in the written "Notice to Proceed" issued by the Town and to fully complete the project, if awarded by the Town, within ninety (90) consecutive calendar days thereafter. If additional time is required, the Town may consider and approve an extension on a case-by-case basis. In all instances, the work must be completed within the timeframes authorized under the applicable FDEP and/or USACE permits.

3.3. APPROVED PLANS.

Approved plans for the Project, as prepared by Kimley-Horn & Associates, Inc., are included as part of this ITB and shall govern the scope of work to be performed. These include:

- **Attachment B: Dune Resiliency & Beautification Civil Plan Set**
- **Attachment C: Dune Resiliency & Beautification Landscape Plan Set**

The selected Contractor shall perform all Work in accordance with the approved plans, technical specifications, and applicable regulatory requirements. No deviations from these plans shall be made without prior written authorization from the Town and, where applicable, the Florida Department of Environmental Protection (FDEP) and other permitting agencies.

3.4. FDEP JOINT COASTAL PERMIT (JCP).

The Town has obtained all necessary environmental regulatory approvals for the Project, including a Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization issued by the Florida Department of Environmental Protection (FDEP). This permit is included as **Attachment D** and governs the dune restoration activities authorized under this ITB.

The permit, FDEP Permit No. 0445317-001-JC, was issued on June 16, 2025, and remains valid through June 16, 2040. It authorizes the placement of beach-compatible sand and dune vegetation along the shoreline between FDEP Monuments R-31.54 and R-36 in the Town of Surfside, consistent with the Project's design parameters. The permit includes conditions related to sediment quality, staging and access, protected species monitoring, vegetation management, and post-construction compliance. The selected Contractor must comply with all terms, conditions, and monitoring requirements set forth in the JCP, including those related to:

- Pre-construction submittals and notices
- Sand quality and source documentation
- Marine turtle and shorebird protection
- Lighting and dune vegetation protocols
- Turbidity monitoring and reporting

Attachment D: FDEP Joint Coastal Permit No. 0445317-001-JC is hereby made part of this ITB and the resulting contract. The Contractor shall review, understand, and strictly comply with all conditions of the permit. No deviation from the permit requirements shall be made without prior written approval from the Town and FDEP.

3.5. MIAMI-DADE COUNTY-WIDE PHYSICAL MONITORING PLAN.

The Project is subject to the conditions of the Miami-Dade County County-Wide Physical Monitoring Plan, dated October 21, 2016, which outlines long-term monitoring protocols for beach and dune restoration projects within the County. This approved plan was developed by the Miami-Dade County Regulatory and Economic Resources Department, Division of Environmental Resources Management (DERM) and accepted by the Florida Department of Environmental Protection (FDEP) as partial fulfillment of conditions imposed under various Joint Coastal Permits.

This plan, included as **Attachment E**, establishes requirements for:

- Beach compaction monitoring and tilling to protect marine turtle nesting habitat
- Escarpment leveling and weekly surveys during nesting season to identify and address hazardous conditions
- Biennial beach profile surveys, conducted along DNR monument lines, including both topographic and bathymetric components
- Reporting of volumetric changes, shoreline positions, and storm-related impacts
- Compliance with the FDEP Monitoring Standards for Beach Erosion Control Projects

The selected Contractor shall cooperate with the Town and Miami-Dade County to ensure all activities remain compliant with this Monitoring Plan, particularly as it relates to post-construction conditions, marine turtle protections, and sediment management. All construction and staging practices shall account for the Monitoring Plan's thresholds, timelines, and data requirements.

Attachment E: Miami-Dade County County-Wide Physical Monitoring Plan (October 2016) is incorporated into this ITB by reference and shall apply to this Project where applicable.

3.6. SEDIMENT QUALITY CONTROL AND QUALITY ASSURANCE PLAN.

All sand placement and construction activities under this ITB are governed by the Sediment Quality Control and Quality Assurance Plan (QC/QA Plan), prepared in accordance with Fla. Admin. Code r. 62B-41.007 and 62B-41.008, and approved by the Florida Department of Environmental Protection (FDEP) under Permit No. 0445317-001-JC. The QC/QA Plan, dated August 12, 2024, is included as **Attachment F** and is hereby incorporated into this ITB and the resulting contract by reference.

The purpose of the plan is to ensure that all sediment placed within the dune restoration area is beach-compatible and meets specific parameters for grain size, color, silt content,

shell content, and sorting to protect the ecological integrity of the coastal system. Sand that does not meet these specifications is considered non-compliant and subject to removal or remediation.

Key compliance requirements include:

- Maximum silt and shell content: ≤ 5%
- Mean grain size: 0.30–0.55 mm
- Munsell color: 7.5YR to 10YR, Value 6–8, Chroma ≤ 3
- No coarse gravel, rocks, construction debris, or other foreign matter

The Contractor (Bidder) shall be responsible for all quality control measures, including:

- Continuous visual and tactile inspections during excavation, transport, and placement;
- Sampling at a minimum frequency of 4 samples per 3,000 cubic yards;
- Use of benchmark samples for visual comparison;
- Coordination with an approved testing laboratory, if necessary;
- Documenting observations in daily reports, to be retained for at least 60 days after construction.

The Town's Engineer (Kimley-Horn & Associates, Inc.) or a designated On-Site Representative shall be responsible for quality assurance, including:

- Daily construction observation and oversight;
- Post-construction sediment sampling at Department monument lines;
- Verification of laboratory testing results;
- Coordination with FDEP and preparation of official compliance reports;
- Determination of whether material is compliant or if remediation is required.

Remediation protocols require the Contractor to blend, remove, or reprocess noncompliant material. Follow-up sampling and reporting shall be completed in accordance with the Plan. The Town's Engineer or On-Site Representative will oversee all remediation activities and reporting to FDEP.

Attachment F: Sediment Quality Control/Quality Assurance Plan (August 12, 2024). is a binding document under this ITB and must be fully understood and followed by the selected Contractor. Failure to adhere to the Plan may result in enforcement action by the Town or FDEP, including removal of installed material, contract remedies, and regulatory penalties.

3.7. <u>TOWN OF SURFSIDE DUNE MANAGEMENT AND RESILIENCY PLAN.</u>

The Town of Surfside has adopted a formal Dune Management and Resiliency Plan, developed by the Town's Public Works Department, to guide the preservation, restoration, and long-term care of its dune ecosystem. This plan is included as

Attachment G and is intended to complement the design plans, permitting documents, and regulatory requirements associated with the Dune Restoration Project.

The Town's dune system stretches approximately one mile along the eastern shoreline, from 87th Street to 96th Street, and plays a critical role in protecting the community from tidal events, storm surge, and erosion. The plan outlines targeted actions in four key areas:

- Eradication: Removal of invasive species such as Australian pine, Scaevola, Brazilian pepper, and coin vine, including complete root removal to prevent regrowth.
- Trimming: Management of native species like sea grapes, coconut palms, and cocoplum to reduce excessive canopy shading, maintain visibility for first responders, and promote the growth of native ground cover such as sea oats.
- Replanting: Installation of native species (e.g., sea oats, beach daisy) in areas where invasives have been cleared or vegetation has thinned, following FDEP guidance and species-specific guidelines.
- Improvements: Enhancements such as dune-accessible lighting, stormwater washout control, and naturalized beautification consistent with the Town's ecological goals.

The Plan incorporates references to:

- FDEP and FWCC trimming protocols
- Mapping of invasive density and proposed replanting zones
- Emergency access visibility guidelines

Contractors shall ensure all work performed under this ITB aligns with the Town's Dune Management objectives and field conditions identified in the Plan. **Attachment G: Town of Surfside Dune Plan** is incorporated into this ITB for reference and coordination purposes. While not regulatory in nature, this document reflects the Town's policy standards for maintaining dune function, public safety, and ecological resilience.

3.8. FDEP FIELD PERMIT AND SURFSIDE MIX GRADATION SPECIFICATIONS.

The Town has obtained a Field Permit from the FDEP authorizing improvements to the existing dune walking path, including placement of Surfside Mix sand within the permitted area. **Attachment H: FDEP Field Permit No. 8042638-DA** is hereby incorporated into this ITB and shall govern all activities associated with the walking path component of the Project.

The Field Permit establishes specific conditions regarding the type of work allowed, the placement of sand material, and environmental protections during construction. The Contractor shall comply with all permit terms, including but not limited to:

- Performing work only within the permitted footprint identified in the approved plans;
- Placement of beach-compatible sand consistent with permit conditions;

- Protection of existing dune vegetation and surrounding natural areas;
- Posting of the permit at the project site throughout construction; and
- Coordination with FDEP staff for compliance inspections.

In addition, **Attachment I: Surfside Mix Gradation Sheet** from SDI Quarry provides the approved gradation specifications for the stabilized sand blend to be used for the walking path. This Surfside Mix was developed as a custom bucket blend for the Town to ensure appropriate compaction, texture, and compatibility with the surrounding dune system.

Contractors shall ensure proper handling, placement, and compaction of the Surfside Mix in accordance with the design intent and permit requirements. Any deviations from the approved material specifications or permit conditions shall require prior written authorization from the Town and, where applicable, FDEP.

3.9. USACE SECTION 408 PERMISSION APPROVAL.

The Town of Surfside has received authorization from the U.S. Army Corps of Engineers (USACE), Jacksonville District, under Section 408 of the Rivers and Harbors Act of 1899 for the proposed dune restoration activities. **Attachment J: USACE Engineering Division Technical Review and 408 Permission Approval Letter, dated August 26, 2025**, is incorporated into this ITB.

The approval authorizes work within the federal Miami-Dade County Coastal Storm Risk Management Project, Main Segment, and includes sand placement, removal of invasive species, and installation of native vegetation. The Contractor shall comply with the conditions of this approval, including performing work within the authorized footprint, coordinating with the Town and USACE on required inspections, and submitting pre and post-construction documentation, including surveys and as-built drawings, as required under the approval.

3.10. STAGING, ACCESS, AND SITE LOGISTICS.

The selected Contractor shall coordinate with the Town to determine acceptable staging areas, haul routes, and access points for delivery and placement of sand and plant materials. The Contractor is required to:

- Minimize disruption to the public, especially along the beachfront walking path.
- Restore all disturbed areas, including access paths, vegetation, and hardscape, to pre-construction conditions or better.
- Protect existing dune features, adjacent private property, and public infrastructure.
- Install temporary fencing, signage, or barriers if required for safety or regulatory compliance.
- Submit a **Staging and Access Plan** to the Town for review and approval prior to mobilization.

Access through the dune system must be limited to designated access corridors and shall not result in destruction or compaction of undisturbed dune vegetation unless explicitly permitted.

3.11. CONTRACTOR COORDINATION AND COMMUNICATION REQUIREMENTS.

The Contractor shall be required to participate in regular coordination with the Town, including but not limited to:

- A pre-construction meeting with the Town, FDEP representatives, and the Town's Engineer (Kimley-Horn & Associates, Inc.);
- Weekly progress check-ins (virtual or in-person) during active construction;
- Submission of daily construction reports, sediment QC logs, and photographs;
- Notification to the Town and Engineer 24 hours prior to any critical activity, including material placement, vegetative installation, or sampling events;
- Coordination with the Town's Public Works Department for integration of the Town's Dune Management and Resiliency Plan elements.

Failure to maintain adequate communication may result in the issuance of stop work notices, delayed payments, or formal contract remedies.

3.12. FINAL ACCEPTANCE AND POST-CONSTRUCTION SUBMITTALS.

Final acceptance of the Project shall be contingent upon:

- Completion of all work in accordance with the approved plans and specifications;
- Receipt and approval of post-construction sediment compliance testing results;
- Submission of as-built survey and/or documentation of final dune grades and vegetation zones, as required;
- Confirmation of compliance with JCP, Field Permit and Monitoring Plan conditions, including marine turtle protection, escarpment leveling, and tilling (if applicable);
- Confirmation of compliance with USACE 408 approval and all associated conditions, including the Environmental Assessment (EA) and U.S. Fish and Wildlife Service (USFWS) concurrence with the Statewide Programmatic Biological Opinion (SPBO);
- Submission of a Contractor Certification of Compliance with all permit conditions, signed and sealed by a qualified representative;
- Final walkthrough and signoff by the Town's Engineer and/or regulatory agency representatives.

No final payment will be made until all required submittals are received and accepted by the Town.

3.13. REMOVAL AND REPLACEMENT OF EXISTING SAND MATERIAL (90TH STREET – 92ND STREET WALKING PATH AREA).

The sand currently placed along the dune walking path between 90th Street and 92nd Street was installed under FDEP Permit No. DA000853 and did not include the pedestrian walking trail which is to be installed utilizing the Surfside Mix. As such, under this ITB, the Contractor shall remove a portion of the existing sand and replace it with the Surfside Mix specified in this bid to provide the Town's pedestrian walking trail.

All work must be performed within the limits shown in **Attachment L (Permit No. DA000853 and plan sheets)** and in coordination with applicable permit conditions. No substitutions or changes to the alignment or material will be accepted without written approval from the Town.

END OF SECTION 3

SECTION 4
BID FORM PACKAGE

As provided in the ITB, the following items must be attached to this Bid:

FORMS	STATUS
Form 1 – Bid Form Package Acknowledgement	❑
Form 2A. Bidder's Certification (if Company or Corporation)	❑
Form 2B. Bidder's Certification (if Partnership)	❑
Form 3. Single Execution Affidavits	❑
Form 4. Dispute Disclosure	❑
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	❑
Form 6. Bidder's Qualifications Survey	❑
Form 7. Bid Form	❑
Form 8. Reference List	❑
Form 9. Bid Guaranty/Bid Bond	❑
Form 10. Payment and Performance Bonds	❑

The Town is attaching the following Attachments:

- Attachment A: FDEP Grant Agreement No. 24DA1 (with Amendment)
- Attachment B: Dune Resiliency & Beautification Civil Plan Set
- Attachment C: Dune Resiliency & Beautification Landscape Plan Set
- Attachment D: FDEP Joint Coastal Permit No. 0445317-001-JC
- Attachment E: Miami-Dade County County-Wide Physical Monitoring Plan (October 2016)
- Attachment F: Sediment Quality Control/Quality Assurance Plan
- Attachment G: Town of Surfside Dune Plan
- Attachment H: FDEP Field Permit No. 8042638-DA
- Attachment I: Surfside Mix
- Attachment J: USACE EN Technical Review 408 Permission Approval Letter
- Attachment K: Form of Sample Construction Contract
- Attachment L: FDEP Permit DA000853

FORM 1
BID FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Invitation to Bid, ITB No. 2026-01. I agree that my Bid will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid; no officer, employee or agent of the Town of Surfside or any other Bidder has an interest in said Bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Bidder acknowledges receipt of all Addenda issued by the Town in connection with the ITB (Check the box next to each addendum received).

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this Bid:

Form 1.	Bid Form Package Acknowledgement.
Form 2A.	Bidder's Certification (if Company or Corporation)
Form 2B.	Bidder's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Bidder's Qualifications Survey
Form 7.	Bid Form
Form 8.	Reference List
Form 9.	Bid Guaranty/Bid Bond
Form 10.	Payment and Performance Bonds

FORM 1
BID FORM PACKAGE ACKNOWLEDGEMENTS (CONTINUED)

_____
NAME OF BIDDER FIRM

_____
SIGNATURE OF BIDDER

_____
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS
_____

_____

(____) _____
TELEPHONE NUMBER

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___ _____(name of person) as _____ (type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____ _____)
_____Did take an oath; or
_____Did not take an oath

FORM 2A
BIDDER'S CERTIFICATION
(if Company or Corporation)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____ a corporation or company existing under the laws of the State of _____, held on _____, 2026, the following resolution was duly passed and adopted:

RESOLVED, that, as _____of the Corporation/Company, be and is hereby authorized to execute the Bid dated, _____, 2026 to the Town of Surfside for ITB No. 2026-01 Dune Restoration Project, and that this execution thereof, attested by the Secretary of the Corporation/Company, and with the Corporate/Company Seal affixed, shall be the official act and deed of this Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation/company on this the _____ of _____, 2026.

_____

Secretary

(SEAL)

FORM 2B
BIDDER'S CERTIFICATION

(if Partnership)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____ _____, a partnership existing under the laws of the State of _____, held on _____, 2026, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as_____of the Partnership, be and is hereby authorized to execute the Bid dated _____, 2026, to the Town of Surfside for ITB No. 2026-01 Dune Restoration Project from this partnership and that his execution of thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2026.

_____
Secretary

(SEAL)

FORM 3
SINGLE EXECUTION AFFIDAVITS

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is:_____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual

signing this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Bidder Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors,

executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Bidder Initials

No Conflict of Interest or Contingent Fee Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County and Town of Surfside conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

_____
Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the " Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any

exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or Bid is submitted and may be further disqualified from submitting any future bids or Bid for goods or services to Town.

_____
Bidder Initials

Anti-Collusion Affidavit

1. Bidder/Bidder has personal knowledge of the matters set forth in its Bid/Bid and is fully informed respecting the preparation and contents of the attached Bid/Bid and all pertinent circumstances respecting the Bid/Bid;
2. The Bid/Bid is genuine and is not a collusive or sham Bid/Bid; and
3. Neither the Bidder/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Bidder, firm, or person to submit a collusive or sham Bid/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Bidder, firm, or person to fix the price or prices in the attached Bid/Bid or of any other Bidder/Bidder, or to fix any overhead, profit, or cost element of the Bid/Bid price or the Bid/Bid price of any other Bidder/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

_____
Bidder Initials

Scrutinized Company Certification

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town

may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or 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 engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Bidder Initials

Drug-Free Workplace Affidavit

Bidder hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/Bid are equal with respect to price, quality, and service. Bidder understands that in order to qualify as a drug-free workplace, Bidder must:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the Bidder's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing commodities or contractual services under the ITB a copy of the statement specified in subsection (1).
2) Notify employees that, as a condition of working on the commodities or contractual services under the ITB, the employee must abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☐ The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.

☐ The entity submitting this sworn statement is not a drug-free workplace.

_____
Bidder Initials

Town Non-Discrimination Requirements Affidavit

Bidder understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Bidder understands that "Boycott" as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Bidder certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

_____
Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **ITB No. 2026-01** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Bid is true and accurate.

_____
Bidder Initials

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]

In the presence of: **Signed, sealed and delivered by:**

_____ _____

Witness #1 Print Name: _____ **Print Name:** _____

_____ **Title:** _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

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___ _____(name of person) as _____ (type of authority) for _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____ _____)
_____Did take an oath; or
_____Did not take an oath

FORM 4
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid or Bid for the Town of Surfside.

ACKNOWLEDGMENT

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_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name_____

Date_____ By:_____

Signature of Authorized Representative

_____

Name and Title of Authorized Representative

FORM 6
BIDDER'S QUALIFICATIONS SURVEY

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the ITB, you certify that any and all information contained in the bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the ITB, and certify that you are authorized to sign for the Bidder's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

_____
Firm Name

_____
Principal Business Address

_____
Telephone Number **Facsimile Number**

_____
Email Address

_____
Federal I.D. No. or Social Security Number

_____
Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

_____
Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category	License No.	Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	

Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name **Insurance Carrier Contact Person**

Insurance Carrier Address **Telephone No.** **Email**

Has the Firm filed any insurance claims in the last five (5) years? □ **No** □ **Yes**
If yes, please identify the type of claim and the amount paid out under the claim: _

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ **No** □ **Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:**

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: _____

Authorized Signature: _____ Date: _____

_____

Print or Type Name: _____ Title: _____

FORM 7
BID FORM

Bid of _____ (hereinafter called "Bidder")

(____) a corporation, organized and existing under the laws of the state of _____
(____) a partnership
(____) a joint venture
(____) an individual doing business as _____

To the Town of Surfside, Florida (hereinafter called "Owner").

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as the SURFSIDE DUNE RESTORATION PROJECT, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date specified in the written "Notice to Proceed" issued by the Town and to fully complete the project, if awarded by the Town, within ninety (90) consecutive calendar days thereafter. If additional time is required, the Town may consider and approve an extension on a case-by-case basis. In all instances, the work must be completed within the timeframes authorized under the applicable FDEP and/or USACE permits.

B) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price:

BID FORM WORKSHEET
(fill in all sections below)

1. PROJECT: SURFSIDE DUNE RESILIENCY AND BEAUTIFICATION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
Site/Earthwork					
1	Clear Earthwork	1	LS		
2	Fill Sand	11,500	CY		
3	Surfside Mix Sand	5,500	CY		
4	Surfside Mix Sand for DA000853 Permit Area	1,000	CY		
5	Rope Fence Replacement	12,100	LF		
6	Beach Mats Replacement	1,800	SF		
7	Landscape Edging	10,600	LF		
8	Sign Relocation	4	EA		
9	Ocean Emergency Station Relocation	11	EA		
				Subtotal:	
Landscape					
10	Tree Protection	3,600	LF		
11	Seagrape Tree Relocation	2	EA		
12	Tree Removal	12	EA		
13	Red Tip Coco Plum (Chrysobalanus icaco 'Red Tip')	953	EA		
14	Sea Grape (Coccloba uvifera)	1,286	EA		

15	Bush Seaside Tansy (Barrichia frutescens)	619	EA		
16	Saltmeadow Cordgrass (Spartina patens)	1,776	EA		
17	Golden Creeper (Ernodea littoralis)	1,417	EA		
18	Dune Sunflower (Helianthus debilis)	993	EA		
19	Seaside Elder (Iva imbricata)	1,473	EA		
20	Beach Morning Glory (Ipomoea pes-caprae)	1,191	EA		
21	Sea Oats (Uniola paniculta)	2,086	EA		
22	Concrete Bench	24	EA		
23	Invasive Removal	1	LS		
24	Watering for Proposed Landscape	1	LS		

Subtotal:

*Sand used for fill is to match plans and to be sourced from upland sand mines previously approved by the Florida Department of Environmental Protection (FDEP), including: Jahna Industries' Ortona Sand Mine, Vulcan Materials' Witherspoon Mine, Garcia Company's Sand Mine. Cemex's Davenport Mine, and Stewart Materials' Capron Trails Sand Mine.

Subtotal:	$
10% Contingency:	$
Total Construction Cost:	$

The Contractor is responsible to properly coordinate all elements of the Work within each phase of construction and to ensure that the work is completed in accordance with the contract documents. The Contractor shall properly secure the work zone to restrict public access as necessary, including, but not limited to utilizing barricades, temporary fencing, signage, etc. Any changes to the proposed construction phasing plan shall be submitted and approved by the Town prior to starting the Work. The Contractor shall submit an MOT Plan for approval by the Town of Surfside prior to starting the Work. The Contractor shall ensure proper and adequate access to all properties/driveways is maintained throughout the entire duration of construction.

Bid Notes:

1. This Bid Form is for the complete project depicted in the construction drawings and technical specifications.
2. Contractor shall furnish and install all items and provide work for all items described in Bid Worksheet.
3. Contractor shall obtain required project permits. Town shall pay any required permit fees.
4. Town will award the contract based on an evaluation of bid unit prices and time frame for delivery.
5. The quantities listed above are for the purpose of establishing unit pricing.
6. Unless specifically allowed by the Town, the Contractor shall not store overnight any equipment or stockpile any materials within the right-of-way. At the end of each work day, the Contractor shall remove all stockpiled materials and equipment to an off-site location authorized for materials stockpiling and equipment storage. Also includes cost of remobilizing materials and equipment at the Work site at the beginning of each work day.
7. Bid Item 1 - This line item covers all labor, materials, and equipment necessary to complete the clearing of earthwork as well as the disposal of excess material as specified in the construction plans and project specifications. The contractor shall:

a. **Excavate, trim, or grade** the subgrade as needed to accommodate to the required depth.

b. **Coordinate with other trades** to avoid rework and ensure base is ready for subsequent layers (e.g., sand).

c. **Excavate top fill of walking path under FDEP permit DA000853.** Fill underneath to remain and be compacted, if necessary.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

8. Bid Item 2 - This line item covers the furnishing, delivery, placement, and compaction of clean fill sand as required by the project specifications and plans. Fill sand shall be used for grading, backfilling, and other site preparation activities as designated in the construction documents. The contractor shall:

    a. Ensure the fill sand is clean, free of debris, organics, and other deleterious materials, and suitable for use in structural fill applications.

    b. Source all fill sand exclusively from upland sand mines that have been previously approved by the Florida Department of Environmental Protection (FDEP). Which are:

    c. Jahna Industries – Ortona Sand Mine

       Vulcan Materials – Witherspoon Mine Garcia Company – Sand Mine Cemex – Davenport Mine

       Stewart Materials – Capron Trails Sand Mine

    d. Provide certification of origin and material compliance documentation upon delivery.

    e. Comply with applicable local, state, and federal regulations during the transportation and handling of all fill sand.

    f. Fill sand underneath the walking path of FDEP permit DA000853 to remain and be compacted, if necessary.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

9. Bid item 3 - This line item covers the furnishing, delivery, placement, and compaction of Surfside Mix sand as required by the project specifications and plans. The contractor shall:

    a. Ensure the fill surfside mix sand is clean, free of debris, organics, and other deleterious materials, and suitable for use in structural fill applications.

    b. Provide certification of origin and material compliance documentation upon delivery.

    c. Comply with applicable local, state, and federal regulations during the transportation and handling of all fill sand.

    d. This bid item **does not** include the fill sand mix for area covered with FDEP permit DA000853.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

10. Bid item 4 - This line item covers the furnishing, delivery, placement, and compaction of Surfside Mix sand as required by the project specifications and plans. The contractor shall:

    a. Ensure the fill surfside mix sand is clean, free of debris, organics, and other deleterious materials, and suitable for use in structural fill applications.

    b. Provide certification of origin and material compliance documentation upon delivery.

    c. Comply with applicable local, state, and federal regulations during the transportation and handling of all fill sand.

    d. This bid item **only** includes the fill sand mix for area covered with FDEP permit DA000853.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

11. Bid Item 5 - This line item includes the removal of existing rope fence as well as the furnishing, installation, and finishing of a rope fence as shown on the project plans and detailed in the specifications. The rope fence is intended to serve as a visual and physical barrier while maintaining an aesthetically natural appearance suitable for parks, trails, and coastal environments. The contractor shall:

    a. Remove existing rope fence.

    b. Layout and align the proposed rope fence per project drawings.

    c. Supply and install pressure-treated wood posts (or other approved materials) at specified intervals.

    d. Supply and secure installation of natural or synthetic rope (minimum diameter and material type as specified).

    e. Anchor posts to required depth and stability.

    f. Tension and secure rope to ensure consistent and safe installation.

    g. Finish and treat of all wood components to resist weathering and decay.

    h. Ensure all wood posts are pressure-treated and rated for ground contact.

    i. Ensure all Rope is UV-resistant, weather-resistant, and suitable for outdoor use. Acceptable materials include manila, polypropylene, or polyester, subject to approval.

    j. Ensure all hardware (screws, eye bolts, clamps, etc.) is corrosion-resistant (e.g., galvanized or stainless steel).

    k. Source new and of commercial-grade quality materials.

    l. Source rope and wood from reputable suppliers with documented compliance to applicable environmental and safety standards.

    m. Tie-In to the rope fence installed under FDEP permit DA000853.

12. Bid Item 6 - This line item includes the procurement, delivery, and installation of ADA-compliant beach access mats as shown on the project plans and detailed in the specifications. The mats are intended to provide accessible, durable, and environmentally friendly pathways across sandy or soft

terrain for pedestrians, wheelchair users, and other mobility devices. The contractor shall bid based on prices of 5ft wide AccessRec ADA Beach Mats. The Contractor Shall:

a. Prepare and grade the site to ensure a stable surface for mat installation.

b. Install beach mats in accordance with the manufacturer's guidelines and the project layout.

c. Ensure compliance with ADA accessibility standards and environmental regulations.

d. Furnish ADA-compliant 5ft wide AccessRec mats.

e. Ensure all materials meet or exceed local, state, and federal accessibility and environmental standards.

f. Verify field conditions prior to installation

g. Comply with all applicable ADA guidelines, environmental protection regulations, and project-specific requirements.

h. Provide product data sheets, installation manuals, and warranty documentation upon delivery.

13. Bid Item 7 - This line item includes the furnishing, installation, and finishing of a landscape edging system as shown on the project plans and detailed in the specifications. The landscape edging is intended to control erosion, manage sand drift, and protect designated areas while maintaining a natural and unobtrusive appearance suitable for coastal, park, and trail environments. The contractor shall:

    a. Layout and align the landscape edging per project drawings and site conditions.

    b. Supply and install approved barrier materials (e.g., sand fencing, geotextile fabric, or other specified systems).

    c. Install support posts or stakes at specified intervals to ensure structural integrity.

    d. Anchor the barrier system securely to withstand wind, water, and shifting sand conditions.

    e. Use corrosion-resistant hardware and fasteners suitable for outdoor and coastal environments.

    f. Ensure all materials are UV-resistant and weather-resistant.

    g. Source new, commercial-grade materials from reputable suppliers with documented compliance to applicable environmental and safety standards.

    h. Coordinate with site grading and landscaping teams to ensure proper integration with surrounding features.

    i. Maintain the barrier's alignment and effectiveness throughout the construction period until final acceptance.

14. Bid Item 8 - This line item includes the removal, transport, and reinstallation of existing signage as shown on the project plans and detailed in the specifications. The purpose of this work is to preserve and reposition signage in accordance with updated site layouts while maintaining visibility, structural integrity, and compliance with applicable codes. The contractor shall:

    a. Identify and document all signs designated for relocation per project drawings.

b. Carefully remove existing signs, including posts, footings, and hardware, without causing damage.

c. Transport signs to the new locations as specified in the plans.

d. Prepare new installation sites, including excavation and foundation work as required.

e. Reinstall signs at the new locations, ensuring proper orientation, height, and alignment.

f. Replace any damaged or missing components with materials matching the original or as approved.

g. Use corrosion-resistant hardware for all reinstallation work.

h. Ensure all signage remains compliant with local, state, and federal regulations, including ADA and MUTCD standards where applicable.

i. Restore any disturbed areas around the original and new sign locations to pre-construction condition.

j. Coordinate with project inspectors to verify correct placement and installation.

15. Bid Item 9 - This line item includes the removal, transport, and reinstallation of existing ocean emergency stations as shown on the project plans and detailed in the specifications. The purpose of this work is to maintain public safety infrastructure while accommodating updated site layouts or environmental conditions. The contractor shall:

    a. Identify and document all emergency stations designated for relocation per project drawings.

    b. Carefully disconnect and remove emergency station components, including signage, communication devices, mounting structures, and power sources, without causing damage.

    c. Transport all components to the new designated locations as specified.

    d. Prepare new installation sites, including excavation, foundation work, and utility connections as required.

    e. Reinstall emergency stations at the new locations, ensuring full functionality, visibility, and accessibility.

    f. Test all communication and alert systems to confirm operational readiness.

    g. Replace or repair any damaged components with approved, matching materials.

    h. Use corrosion-resistant and weatherproof hardware suitable for coastal environments.

    i. Ensure compliance with all applicable safety, accessibility (ADA), and emergency response standards.

    j. Restore all disturbed areas at both original and new locations to pre-construction condition.

    k. Coordinate with local emergency services and project inspectors to verify proper installation and functionality.

16. Bid Item 10 - This line item includes all labor, materials, and measures necessary to protect existing trees designated for preservation throughout the duration of construction activities. The intent is to

prevent damage to tree trunks, roots, and canopies from grading, excavation, equipment, or material storage. The contractor shall:

a. Install tree protection in all locations specified in project documents.

b. Follow the Tree Protection notes and details in the Landscape Plans for installation.

c. Maintain all tree protection measures in place and in good condition for the duration of the project.

d. Immediately report any damage to protected trees to the Engineer and Town.

e. Remove tree protection measures only upon completion of all construction activities and with approval from the Town.

f. Comply with all applicable local ordinances, environmental regulations, and project-specific tree protection guidelines.

g. Be responsible for the cost of replacement or mitigation for any trees damaged due to non-compliance with protection measures.

17. Bid Item 11 - This line item includes all labor, equipment, and materials necessary to carefully relocate existing Seagrape (Coccoloba uvifera) trees as identified in the project plans. The intent is to preserve and successfully reestablish these native trees in approved locations on or near the project site. The contractor shall:

    a. Identify and mark all Seagrape trees designated for relocation in coordination with the landscape architect.

    b. Obtain all necessary permits or approvals required for the relocation of native vegetation, including compliance with local and state environmental regulations.

    c. Refer to the Tree Relocation notes and applicable details for relocation instruction.

    d. Water and maintain the relocated trees for the duration of the establishment period, including monitoring for signs of stress or decline.

    e. Replace any relocated tree that fails to survive in coordination with the Town of Surfside and the Engineer.

    f. Maintain detailed records of tree locations, dates of relocation, and maintenance activities.

18. Bid Item 12 - This line item includes the complete removal and lawful disposal of trees designated for removal as shown on the project plans. The work shall be performed in a safe, controlled manner that minimizes disruption to surrounding vegetation, structures, and utilities. The contractor shall:

    a. Identify and confirm all trees designated for removal in coordination with the project landscape architect.

    b. Obtain all necessary permits and approvals required for tree removal in accordance with local, state, and environmental regulations.

    c. Perform tree removal using methods that ensure the safety of workers, the public, and adjacent property.

    d. Remove all above-ground and below-ground portions of the tree, including the stump and major roots, unless otherwise noted in the project documents.

e. Grind stumps to a minimum depth below finished grade as specified or as required to allow for future use of the area.

f. Backfill stump holes with clean fill material, compacted to match surrounding grade.

g. Properly dispose of all tree debris, including trunks, limbs, leaves, and mulch, in accordance with applicable disposal regulations.

h. Restore any disturbed areas to their original condition or as otherwise specified in the contract documents.

i. Coordinate with utility companies to identify and avoid conflicts with overhead or underground utilities.

j. Notify the Engineer of any discrepancies between field conditions and the plans prior to beginning removal.

k. Comply with all applicable safety standards, environmental protection guidelines, and project-specific requirements.

19. Bid Item 13 - This line item includes the furnishing, delivery, installation, and establishment of Red Tip Cocoplum shrubs as specified in the landscape plans and project documents. The contractor shall:

    a. Furnish healthy, well-formed Red Tip Cocoplum shrubs of the specified size, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install shrubs in accordance with the approved planting layout, spacing, and orientation shown on the landscape plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper root ball placement and backfilling with amended soil as specified.

    e. Stake or support plants only if necessary and remove supports once plants are established.

    f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner.

    g. Maintain the planting area free of weeds, debris, and pests throughout the maintenance period.

    h. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

20. Bid Item 14 - This line item includes the furnishing, delivery, installation, and establishment of Sea Grape plants as specified in the landscape plans and project documents. The contractor shall:

    a. Furnish healthy, well-formed Sea Grape plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that complies with Florida Grades and

Standards for Nursery Plants and applicable native plant regulations.

c. Deliver and install Sea Grape plants in accordance with the approved planting layout, spacing, and orientation shown on the landscape plans.

d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable soil.

e. Avoid excessive pruning or shaping of Sea Grape plants, in accordance with Florida Department of Environmental Protection (FDEP) guidelines for native coastal vegetation.

f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner.

g. Maintain the planting area free of weeds, debris, and pests throughout the maintenance period.

h. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

21. Bid Item 15 - This line item includes the furnishing, delivery, installation, and establishment of Bush Seaside Tansy plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Bush Seaside Tansy plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.

    f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

22. Bid Item 16 - This line item includes the furnishing, delivery, installation, and establishment of Saltmeadow Cordgrass plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Saltmeadow Cordgrass plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.

f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

23. Bid Item 17 – This line item includes the furnishing, delivery, installation, and establishment of Golden Creeper plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Golden Creeper plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.

    f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

24. Bid Item 18 – This line item includes the furnishing, delivery, installation, and establishment of Dune Sunflower plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Golden Creeper plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Replace any plant material that fails to survive or thrive during the warranty or

establishment period at no additional cost to the owner.

f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

25. Bid Item 19 – This line item includes the furnishing, delivery, installation, and establishment of Seaside Elder plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Seaside Elder plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

26. Bid Item 20 - This line item includes the furnishing, delivery, installation, and establishment of Beach Morning Glory plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Beach Morning Glory plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

27. Bid Item 21 - This line item includes the furnishing, delivery, installation, and establishment of Sea Oats plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Sea Oats plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal

vegetation and complies with Florida Grades and Standards for Nursery Plants.

c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

28. Bid Item 22 - This line item includes the furnishing, delivery, installation, and finishing of concrete benches as specified in the project plans and details. The benches are intended to provide durable, low-maintenance seating in respite areas. The contractor shall:

    a. Furnish concrete benches of the specified design, dimensions, and finish as shown in the construction documents or approved shop drawings.

    b. Source benches from a manufacturer approved by the Town and landscape architect, ensuring compliance with all applicable quality and durability standards.

    c. Deliver benches to the site in good condition, free of cracks, chips, or other defects.

    d. Install benches at the locations and orientations indicated on the plans, ensuring proper alignment, spacing, and accessibility.

    e. Prepare bench foundations or pads as required, including excavation, formwork, reinforcement, and concrete placement, where applicable.

    f. Secure benches to foundations according to bench details and manufacturer specifications.

    g. Clean all surfaces of the benches after installation and remove any construction debris or residue.

    h. Protect benches from damage during the remainder of construction and replace any units damaged prior to final acceptance.

    i. Coordinate with other trades to avoid conflicts with utilities, paving, or landscaping.

    j. Submit product data, color samples, and installation details for approval prior to procurement.

    k. Comply with all applicable ADA accessibility requirements and local codes related to public seating.

29. Bid Item 23 - This line item includes the identification, removal, and lawful disposal of invasive plant species within the project area, as specified in the project documents. The goal is to restore and preserve native plant communities and prevent the spread of non-native, invasive vegetation.

    a. Identify and remove all invasive plant species listed in the project documents or as

defined by local, state, or federal invasive species regulations.

b. Use removal methods appropriate to the species and site conditions, including manual, mechanical treatments as specified.

c. Prevent disturbance to adjacent native vegetation and minimize soil disruption during removal activities.

d. Properly dispose of all invasive plant material off-site in accordance with applicable environmental regulations to prevent re-establishment.

e. Coordinate with the landscape architect to confirm species identification and removal boundaries prior to beginning work.

f. Use herbicides only when specifically approved in writing. A city representative must be present during application.

g. Monitor the site during and after removal for regrowth or re-infestation and perform follow-up treatments as required during the maintenance period.

h. Maintain detailed records of removal activities, including dates, methods used, and quantities removed, and submit documentation upon request.

i. Preserve all native vegetation designated to remain and restore any areas disturbed by removal activities to their original condition or as otherwise specified.

j. Notify the Engineer of any unexpected site conditions or species not previously identified.

30. Bid Item 24 - This line item includes all labor, equipment, and materials necessary to provide watering services for newly installed landscape plantings to ensure proper establishment and healthy growth, as specified in the project documents. The contractor shall:

    a. Schedule and perform 180 days of water monitoring for all plantings under this contract.

    b. Provide supplemental hand-watering if the site experiences drought or if rainfall does not accumulate at least 2 inches per week during the monitoring period.

    c. Furnish water of satisfactory quality to sustain healthy plant growth. Water shall be free of harmful natural or man-made elements. If on-site water is not suitable, the contractor shall provide acceptable water from off-site sources at no additional cost to the owner. Water from the adjacent canal may be used with owner approval.

    d. Apply water using a water truck or temporary irrigation system, which shall be removed at the end of the maintenance period.

    e. Supplement rainfall with hand-watering as needed and document all watering efforts using rainfall data and monitoring records.

Follow the watering schedule below for bidding purposes:

Day 1: Water in plantings per specifications.

Days 2–30: Apply ½ inch of water on Monday, Tuesday, Wednesday, Thursday, and Saturday.

Days 31–90: Apply ½ inch of water on Monday, Wednesday, and Saturday. Days 91–180: Apply ½ inch of water on Wednesday and Saturday.

Coordinate with the landscape architect for any adjustments to the watering schedule based on site conditions.

Comply with all applicable local water use restrictions and environmental regulations.

Protect all landscape areas from damage during watering operations and restore any disturbed areas to their original condition.

31. The contractor shall follow all specifications in the Planting Notes, Tree Relocation General Notes, Landscape Watering and Fertilizing Specifications and Notes, and the General Landscape Specifications and Notes as well as the various details within the plans. If there is a discrepancy between this Bid Worksheet and information within the plans, the plans shall supersede this document.

32. All work shall comply with Town of Surfside standards.

33. All work shall be performed in accordance with established methods and practices as approved by the Town of Surfside, Miami-Dade County and/or Department of Environmental Protection. All work shall be subject to the approval by Town staff before final payment is made.

34. Bidder understands and agrees that the Contract Price is lump sum to furnish and install all of the Work complete in place. The Bid Worksheet is provided for the purpose of Bid Evaluation and when initiated by the Town, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Bid Worksheet, except to the extent that the Town changes the scope of Project after the Contract Date.

35. Contingency Line Item will be paid based on the actual cost for each item. Any contingency item, or portion of a contingency item, that is not used shall be reconciled at the completion of the project and deleted from the Contract.

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event

Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event

Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event

Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

FORM 9
BID GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and Bidder, and _____
Hereinafter called Surety, are held and firmly bound unto the Town of Surfside, a municipality within the State of Florida, and represented by its Town Manager, in the sum of five percent of the proposed annual base bid amount of: $_____(Written Dollar Amount) dollars ($_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Surfside for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

IN WITNESS WHEREOF, the said _____as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____
_____under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by its _____
and attested in its name by its _____
under its corporate seal, this _____ day of _____ , 20___.

In the presence of:

_____
Witness #1 Print Name: _____
_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Principal/Firm: _____

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Attorney-In-Fact: _____
(Power of Attorney to be attached)

_____
Resident Agent

FORM 10
FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Obligee, in the amount of _____Dollars ($_____ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract pursuant to ITB No. 2026-01, which was awarded on _____, 2026, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
    a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
    b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
    c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
    d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide

General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____2026, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

FOR THE CONTRACTOR:
WITNESS:

_____
Secretary

(Affix Corporate Seal)

_____
Name of Corporation
By: _____
Print Name: _____
Title: _____

FOR THE SURETY:
WITNESS:

_____
_____
_____

_____
Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____
_____
Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that_____who signed the said bond on behalf of the Principal, was then_____ _____of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

_____
Corporate Secretary

In the presence of:

_____
Witness #1 Print Name: _____
_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ _____ by means of ☐ physical presence or ☐ online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the_____and that s/he has been authorized by_____to execute the foregoing bond on behalf of the Contractor named therein in favor of the Town of Surfside, Florida

Sworn and subscribed to before me this _ day of _____, 20____.

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Obligee, in the amount of _____Dollars ($_____ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract ITB No. 2026-01, awarded on _____, 2026, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

7. Performs the Contract between Contractor and Town for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
8. Pays the Town all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Town sustains as a result of default by Contractor under the Contract; and
9. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
10. Whenever Contractor is, and declared by the Town to be, in default under the Contract, the Town having performed the Town's obligations, the Surety may promptly remedy the default or will promptly:
    a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
    b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Town elects, upon determination by the Town and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Town to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Town; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

_____	_____
Secretary	Name of Corporation
	By: _____
(Affix Corporate Seal)	Print Name: _____
	Title: _____

FOR THE SURETY:

WITNESS:

_____
_____
_____

_____
Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____
_____
Telephone: _____

Attachment A
FDEP Grant Agreement No. 24DA1 (with Amendment)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Town of Surfside Dune Restoration Project**
   Agreement Number: **24DA1**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

   Grantee Name: **Town of Surfside** Entity Type: **Local Government**

   Grantee Address: **9293 Harding Avenue, Surfside, Florida 33154** FEID: **59-6000434** (Grantee)

3. Agreement Begin Date: **5/1/2023**
   Date of Expiration: **12/31/2026**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Miami-Dade County**

   Project Description:
   The project consists of design and construction.

5. Total Amount of Funding: **$ 470,800.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 23-24 GAA Line Item #1822**	**$ 470,800.00**
☐ State ☐Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$ 470,800.00**

6. Department's Grant Manager
   Name: **Devon Witczak** or successor
   Address: **Beach Management Funding Assistance**
   2600 Blair Stone Road, MS #3601
   Tallahassee, Florida 32399
   Phone: **850-245-8355**
   Email: **Devon.Witczak@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Kristina Brown** or successor
   Address: **9293 Harding Avenue**
   Surfside, Florida 33154
   Phone: **954-860-2699**
   Email: **progrant@townofsurfsidefl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808

☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Surfside **GRANTEE**

Grantee Name

By _____ 1-23-2024

(Authorized Signature) Date Signed

Hector Gomez, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Alex Reed 1/25/2024

Secretary or Designee Date Signed

Alex Reed, Director, Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

Devon Witczak Digitally signed by Devon Witczak
Date: 2024.01.25 10:54:19 -05'00'

DEP Grant Manager

Veronica Emata Digitally signed by Veronica Emata
Date: 2024.01.25 11:47:28 -05'00'

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.
This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24DA1

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the Town of Surfside Dune Restoration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
See Attachment 3, Grant Work Plan.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Town of Surfside Dune Restoration Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R31+350' and R36+387' along the Atlantic Ocean in Surfside in Miami-Dade County, Florida.

PROJECT BACKGROUND: The Town of Surfside Dune Restoration Project is located between DEP monuments R31+350' and R36+387' in Miami-Dade County. The restoration of the federally authorized Miami-Dade County Shore Protection Project at Surfside (R31-R38) was completed in January 1978 using sand from offshore borrow sites. Federal nourishment projects are constructed periodically and on an "as needed" basis, with hot-spot nourishment being conducted by the County using upland sand between federal projects. The most recent nourishment was completed in 2020. The Town of Surfside has developed a Dune Plan to maintain the dune system and minimize beach erosion. The requested funds are for the design and construction of the dune project.

PROJECT DESCRIPTION: The Project consists of design and construction.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of $470,800.00 for this Project or up to 50 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in section 112.061, Florida Statute (F.S.).

Pursuant to sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Design and Permitting
Task Description: The Local Sponsor will acquire professional services for the engineering and design of the Project such as coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations and for obtaining environmental permits and other Project-related authorizations. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion including documentation of submittal affirming that the final design document was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 2: Construction
Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by

Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	**Design and Permitting**	50.00%		$36,000.00	$36,000.00	**$72,000.00**
2	**Construction**	50.00%		$434,800.00	$434,800.00	**$869,600.00**
	TOTAL PROJECT COSTS			**$470,800.00**	**$470,800.00**	**$941,600.00**

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Design and Permitting	Contractual Services	$36,000.00	05/01/2023	09/30/2026
2	Construction	Contractual Services	$434,800.00	05/01/2023	09/30/2026
		Total:	$470,800.00		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	2023-2024	37.003	Beach Management Funding Assistance Program, GAA Line Item #1822	$470,800.00	140126
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$470,800.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT A

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
QUARTERLY PROJECT PROGRESS REPORT

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Report Year: _____ **Report Period (select one):**

☐ Q1: Jan – Mar 31 ☐ Q2: Apr – Jun 30 ☐ Q3: Jul – Sep 30 ☐ Q4: Oct – Dec 31

For each task, include the following information: Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. (*Use additional pages, if needed*).

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

EXHIBIT C

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 1 – PAYMENT SUMMARY

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Remittance Mailing Address: _____

_____

Billing Number:_____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
$_____	$_____	$_____	$_____

*if applicable, check box below:

☐ FEMA ☐ USACE

Cost Summary:

State Funds Obligated
$_____

Less Advance Pay
$_____

Less Previous Payment
$_____

Less Previous Retained
$_____

Less This Payment
$_____

Less This Retainage
$_____

State Funds Remaining
$_____

Local Funds Obligated
$_____

Less Advance Pay
$_____

Less Previous Credits
$_____

Less This Credit
$_____

Local Funds Remaining
$_____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 2 – REIMBURSEMENT DETAIL

DEP Agreement Number: _____
Name of Project: _____
Billing Number: _____
Billing Period (1): _____

Individual Completing Form (2): _____
Phone Number (2): _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check/EFT Number	Task Number (3)	SOW Number (3)	Invoice Amount (4)	Eligible Amount (5)	% Fed Share (6)	Federal Share of Eligible Amount (7)	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Requested Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		**$0.00**	0.00		0.00	0.00
								-		**Totals**	-		-	-	-	-	-

Total Due to Local Sponsor (15)_____

Form Instructions:

1. Billing Period: Period when services were conducted (beginning date: earliest date of services conducted; end date: latest date of services conducted).
2. Person responsible for completing this form: Name and phone number if contact is needed.
3. Task #/SOW #: Insert a Task #/SOW # for each invoice. If invoice covers multiple Task#/SOW#, then that invoice should be listed multiple times, a line item for each deliverable.
4. Invoice amount: Full amount of invoice.
5. Eligible Amount: Invoice amount paid by Local Sponsor less ineligible cost for line item deliverable only.
6. % Federal Share: If applicable, the federal cost share percentage listed in Agreement.
7. Federal Share of Eligible Amount: If applicable, Local Sponsor will multiply Eligible Amount (5) by % Federal Share (6).
8. Non-Federal Share: Eligible Amount (5) minus Federal Share of Eligible Amount (7).
9. % State Share: The state cost share percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share (8) by % State Share (9).
11. Local Share: Subtract State Share (10) from Non-Federal Share (8).
12. Requested Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
13. Withheld Retainage: Multiply State Share (10) by 10%.
14. State Payment: Subtract Withheld Retainage (13) from State Share (10).
15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

**For questions or concerns regarding this form please contact the BMFA Fiscal Administrator, Beaches_Funding@FloridaDEP.gov

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 3 – INVOICE REPORT

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Billing Number:_____

Billing Period: _____
(Describe progress accomplished during the billing period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this invoice billing period:
Identify any delays or problems encountered:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 4 – CERITIFICATION OF DISBURSEMENT REQUEST

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Billing Number:_____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Attachment 3, Grant Work Plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator	Signature of Project Administrator	Date
Name of Project Financial Officer	Signature of Project Financial Officer	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 5 – COMPLETION CERTIFICATION

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Billing Number:_____

Task Completion ☐ (List Tasks) _____

Agreement Completion ☐Yes ☐No

Certification: I hereby certify that the above-mentioned project task(s) has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the final federal accounting has been completed.

NOTE: Only submit Part 5 – Completion Certification if a Task, or the Project, is complete.

_____	_____	_____
Name of Project Manager	Signature of Project Manager	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 6 – ENGINEER'S CERTIFICATION OF PAYMENT REQUEST

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE REIMBURSEMENT REQUEST

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, and responsible for overseeing construction of the Project
(name of Grantee)

described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. ___:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

_____
Professional Engineer (Physical Signature Required)

_____
Firm or Affiliation

_____ _____
(Date) (P.E. Number)

AMENDMENT NO. 1
TO AGREEMENT NO. 24DA1
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF SURFSIDE

This Amendment to Agreement No. 24DA1 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Town of Surfside Dune Restoration Project effective January 25, 2024; and

WHEREAS, the Grantee was awarded additional funds to complete the project from the fiscal year 2024/2025 legislative appropriation to the Beach Management Funding Assistance Program (GAA Line Item #1856); and

WHEREAS, the Grantee has requested an extension to the Agreement and the Department has agreed; and

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1) The total amount of funding of the Agreement is increased by $749,883.50 to $1,220,683.50.
2) The Agreement is extended for a twelve (12) month period to begin January 1, 2027, and remain in effect until December 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
3) Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
4) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
5) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
6) Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
7) Attachment 5, Special Audit Requirements, Exhibit 1, is hereby deleted in its entirety and replaced with Attachment 5, Revised Special Audit Requirements, Exhibit 1-A, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5, Revised Special Audit Requirements, Exhibit 1-A.
8) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Town of Surfside

By: _____

Title: Enrique Doce, Interim Town Manager

Date: July 10, 2024

Florida Department of Environmental Protection

By: _____

Secretary or Designee Alex Reed, Director
Office of Resilience and Coastal Protection

Date: 7/15/2024

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	Letter/Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment 5, Exhibit	1-A	Revised Special Audit Requirements (3 pages)

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ORCP Additional Signatures

Devon Witczak Digitally signed by Devon Witczak
Date: 2024.07.11 14:56:39 -04'00'

DEP Grant Manager

Cali Burkett Digitally signed by Cali Burkett
Date: 2024.07.11 15:16:59 -04'00'

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.
35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.
36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.
37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.
38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.
39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.
40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if 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 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.
41. Food Commodities.
To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.
42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.
43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 24DA1

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the Town of Surfside Dune Restoration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
See Attachment 3, Grant Work Plan.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3-A
REVISED GRANT WORK PLAN

PROJECT TITLE: Town of Surfside Dune Restoration Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R31+350' and R36+387' along the Atlantic Ocean in Surfside in Miami-Dade County, Florida.

PROJECT BACKGROUND: The Town of Surfside Dune Restoration Project is located between DEP monuments R31+350' and R36+387' in Miami-Dade County. The restoration of the federally authorized Miami-Dade County Shore Protection Project at Surfside (R31-R38) was completed in January 1978 using sand from offshore borrow sites. Federal nourishment projects are constructed periodically and on an "as needed" basis, with hot-spot nourishment being conducted by the County using upland sand between federal projects. The most recent county-sponsored federal nourishment was completed in 2020. The Town of Surfside has developed a Dune Plan to maintain the dune system and minimize beach erosion. The project is for the design and construction of the Town of Surfside sponsored dune project.

PROJECT DESCRIPTION: The Project consists of design and construction.

PROJECT ELIGIBILITY: The Department has determined that 100 of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of $1,220,683.50 for this Project or up to 50 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in section 112.061, Florida Statute (F.S.).

Pursuant to sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Design and Permitting
Task Description: The Local Sponsor will acquire professional services for the engineering and design of the Project such as coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations and for obtaining environmental permits and other Project-related authorizations. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion including documentation of submittal affirming that the final design document was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 2: Construction
Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by

Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	**Design and Permitting**	50.00%		$55,750.00	$55,750.00	**$111,500.00**
2	**Construction**	50.00%		$1,164,933.50	$1,164,933.50	**$2,329,867.00**
	TOTAL PROJECT COSTS			**$1,220,683.50**	**$1,220,683.50**	**$2,441,367.00**

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Design and Permitting	Contractual Services	$55,750.00	05/01/2023	09/30/2027
2	Construction	Contractual Services	$1,164,933.50	05/01/2023	09/30/2027
		Total:	$1,220,683.50		

Note that, per paragraph 8.j. of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Local Sponsor with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

EXHIBIT – 1-A

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

BGS-DEP 55-215
Revised 7/2019

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	2023-2024	37.003	Beach Management Funding Assistance Program, GAA Line Item #1822	$470,800.00	140126
Amendment 1	Florida Department of Environmental Protection	2024-2025	37.003	Beach Management Funding Assistance Program, GAA Line Item #1856	$749,883.50	140126
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,220,683.50	

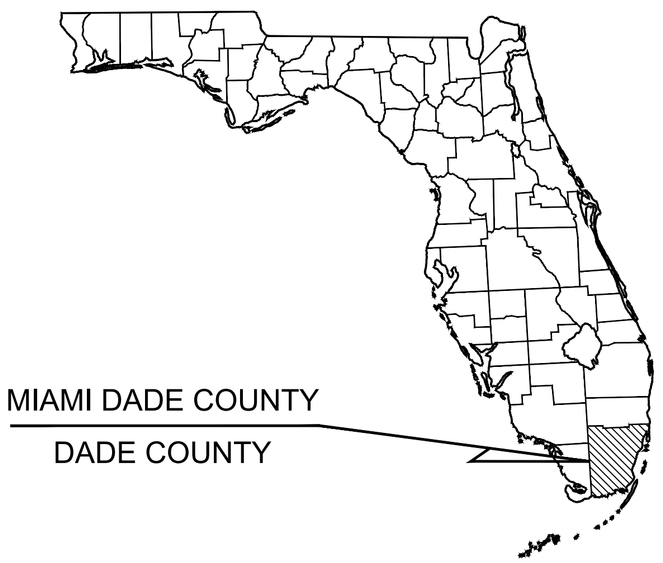
Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment B
Dune Resiliency & Beautification Civil Plan Set

SURFSIDE DUNE RESILIENCY AND BEAUTIFICATION



PROJECT TEAM

OWNER
TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
8201 PETERS ROAD, SUITE 2200
PLANTATION, FLORIDA 33324
(954) 535-5100
CONTACT: STEFANO VIOLA, P.E.

SURVEYOR
STONER & ASSOCIATES, INC
4341 SW 62ND AVE
DAVIE, FLORIDA 33314

REVIEWING AGENCIES

MIAMI-DADE COUNTY
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
U.S. ARMY CORPS OF ENGINEERS (USACE)

LOCATION

SURFSIDE BEACH BETWEEN 87TH ST AND 96TH ST
SURFSIDE, FLORIDA 33154

PROJECT LOCATION

VICINITY MAP

1" = 500'

PREPARED BY:

Kimley»Horn

Sheet List Table	
Sheet Number	Sheet Title
C001	COVER SHEET
C002	KEYMAP
C003	GENERAL NOTES
C100	DEMOLITION & EROSION CONTROL PLAN
C101	DEMOLITION & EROSION CONTROL PLAN
C102	DEMOLITION & EROSION CONTROL PLAN
C103	DEMOLITION & EROSION CONTROL PLAN
C104	DEMOLITION & EROSION CONTROL PLAN DETAILS
C200	ENGINEERING PLAN
C201	ENGINEERING PLAN
C202	ENGINEERING PLAN
C203	ENGINEERING PLAN
C204	ENGINEERING DETAILS
L100	TREE DISPOSITION PLAN
L101	TREE DISPOSITION PLAN
L102	TREE DISPOSITION PLAN
L103	TREE DISPOSITION PLAN
L200	LANDSCAPE PLAN
L201	LANDSCAPE PLAN
L202	LANDSCAPE PLAN
L203	LANDSCAPE PLAN
L300	LANDSCAPE DETAILS
L301	LANDSCAPE NOTES

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29. TO CONVERT ELEVATIONS TO NAVD88, SUBTRACT 1.55'.

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www.callsunshine.com

No.	REVISIONS	DATE	BY
1	BID SET REVISION	11/04/2025	SV

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

COVER SHEET

DUNE RESILIENCY & BEAUTIFICATION
PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
C001

Plotted By:Lora, Luis Sheet Set:Dune Resiliency & Beautification Layout:C000 COVER SHEET January 05, 2026 12:57:52pm K:\TL_civil\143332004 surfside dune resiliency and beautification\CAD\plansheets\C000 COVER SHEET.dwg
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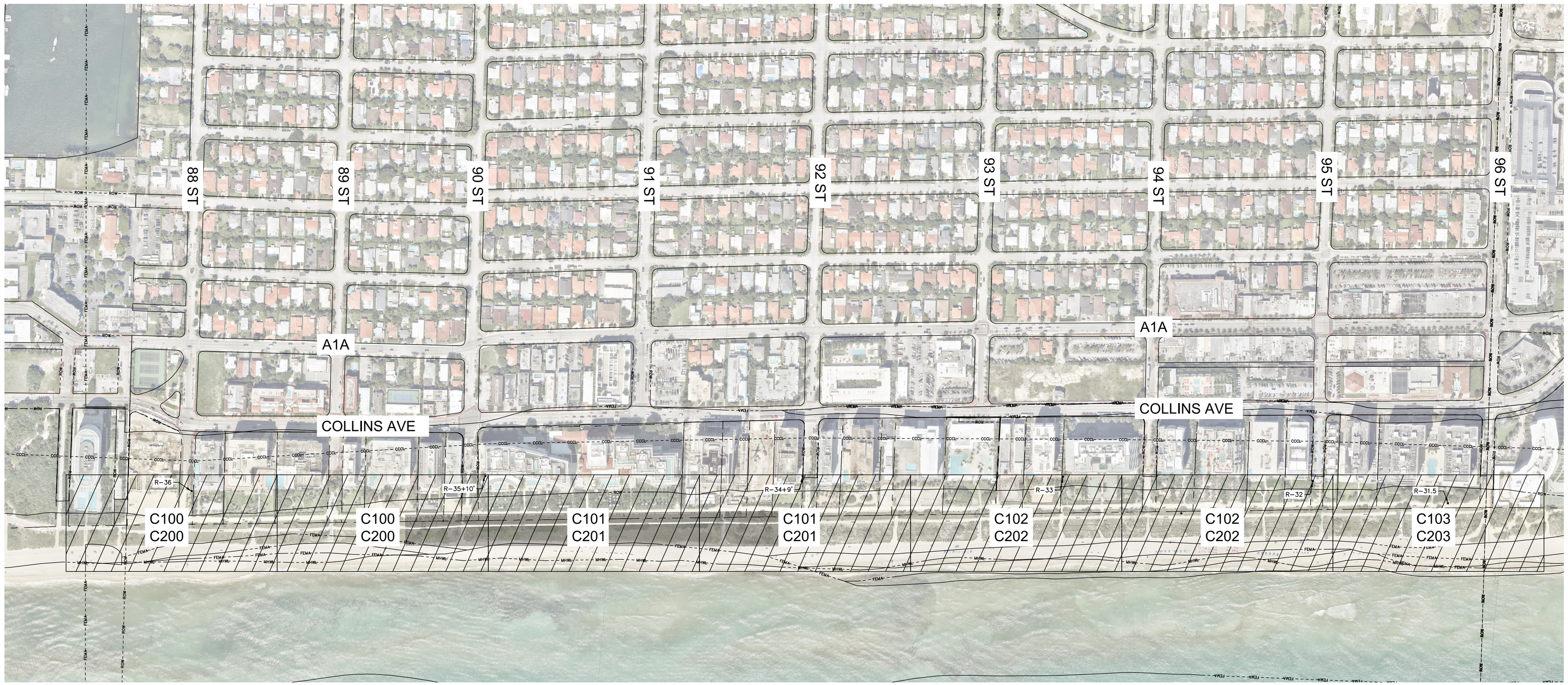

NORTH

GRAPHIC SCALE IN FEET
0 100 200 400

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

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No.	REVISIONS	DATE	BY
1	BID SET REVISION	11/04/2025	SV

Kimley»Horn

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LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

KEYMAP

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
FLORIDA
TOWN OF SURFSIDE

SHEET NUMBER
C002

Plotted By:Lora, Luis Sheet Set:Dune Resiliency & Beautification Layout:C002 KEYMAP January 05, 2026 12:58:14pm K:\tls_civil\143_Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\C002 KEYMAP.dwg
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1. GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.

3. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATION THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITION THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE BOTH THE SURFACE AND SUBSURFACE CONDITIONS AND BASE HIS PRICING ACCORDINGLY. GEOTECHNICAL AND ENVIRONMENTAL REPORTS ARE AVAILABLE FOR REVIEW.

4. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. AN APPROXIMATE LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.

7. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

8. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.

9. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.

12. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.

13. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.

14. ANY WELL TO REMAIN SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR.

15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE MAINTENANCE OF TRAFFIC FOR THE ADJACENT PROPERTY DURING CONSTRUCTION.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

17. PRIOR TO GRAND OPENING THE CONTRACTOR SHALL:
    - SWEEP THE ENTIRE SITE
    - ELIMINATE ALL DEBRIS IN THE LANDSCAPING AREAS
    - PRESSURE CLEAN THE SITE ASPHALT
    - PRESSURE CLEAN THE CURBS AND SIDEWALKS.

RECORD DRAWINGS

1. CONTRACTOR SHALL PROVIDE TO THE ENGINEER AND OWNER A MINIMUM OF 3 HARD COPIES OF A PAVING, GRADING AND DRAINAGE RECORD DRAWING AND A SEPARATE UTILITY RECORD DRAWING, AS WELL AS BOTH IN AUTOCAD 2015 OR LATER, BOTH PREPARED BY A FLORIDA REGISTERED SURVEYOR. THE RECORD DRAWINGS SHALL VERIFY ALL DESIGN INFORMATION INCLUDED ON THE DESIGN PLANS OF THE SAME NAME.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.

2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.

3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.

5. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.

6. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.

7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.

8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.

9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.

10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.

11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.

12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.

14. ALL CUT OR FILL SLOPES SHALL BE 3 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.

17. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.

18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.

19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.

20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.

5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

12. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

13. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.

14. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

15. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

17. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

18. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

19. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

20. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS.
4. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

5. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

6. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

7. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CUBIC YARDS / ACRE.

8. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

TYPICAL ENGINEER OBSERVATIONS

CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS IN ADVANCE OF THE FOLLOWING ACTIVITIES:

- PRE-CONSTRUCTION MEETING
- ANY OTHER INSPECTION FOR WHICH A PERMITTING AGENCY REQUIRES

3RD PARTY TEST REPORTS REQ'D

TEST REPORTS REQUIRED FOR CLOSE OUT INCLUDE, BUT ARE NOT LIMITED TO:

- ANY TESTING REQUIRED BY THE AGENCY

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

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LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT 143332004	
DATE FEB 2025	
SCALE AS SHOWN	
DESIGNED BY	SV
DRAWN BY	SV
CHECKED BY	SV

GENERAL NOTES

DUNE RESILIENCY & BEAUTIFICATION
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TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
C003

Plotted By:Lopez, Luis Sheet Set:Dune Resiliency & Beautification Layout:C003 GENERAL NOTES January 05, 2026 12:58:20pm K:\TL-civil\143332004 surfside dune resiliency and beautification\CAD\plansheets\C003 GENERAL NOTES.dwg
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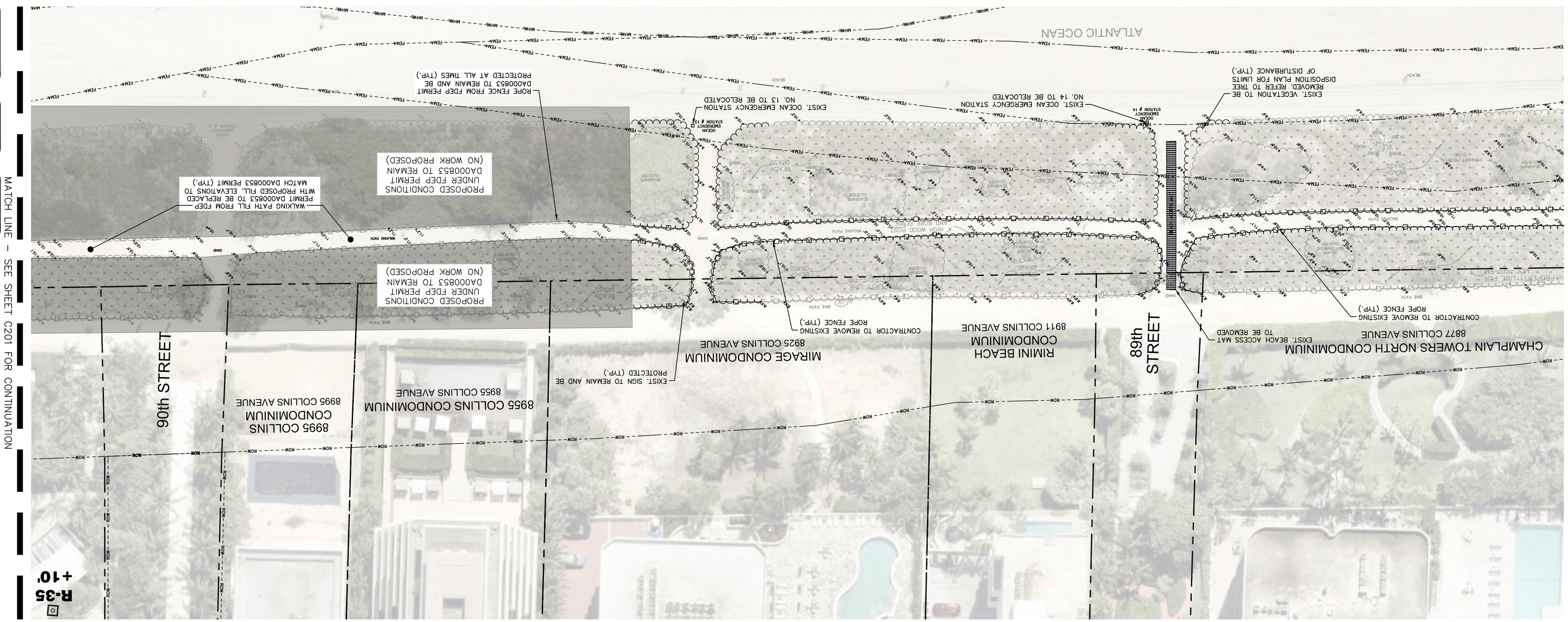

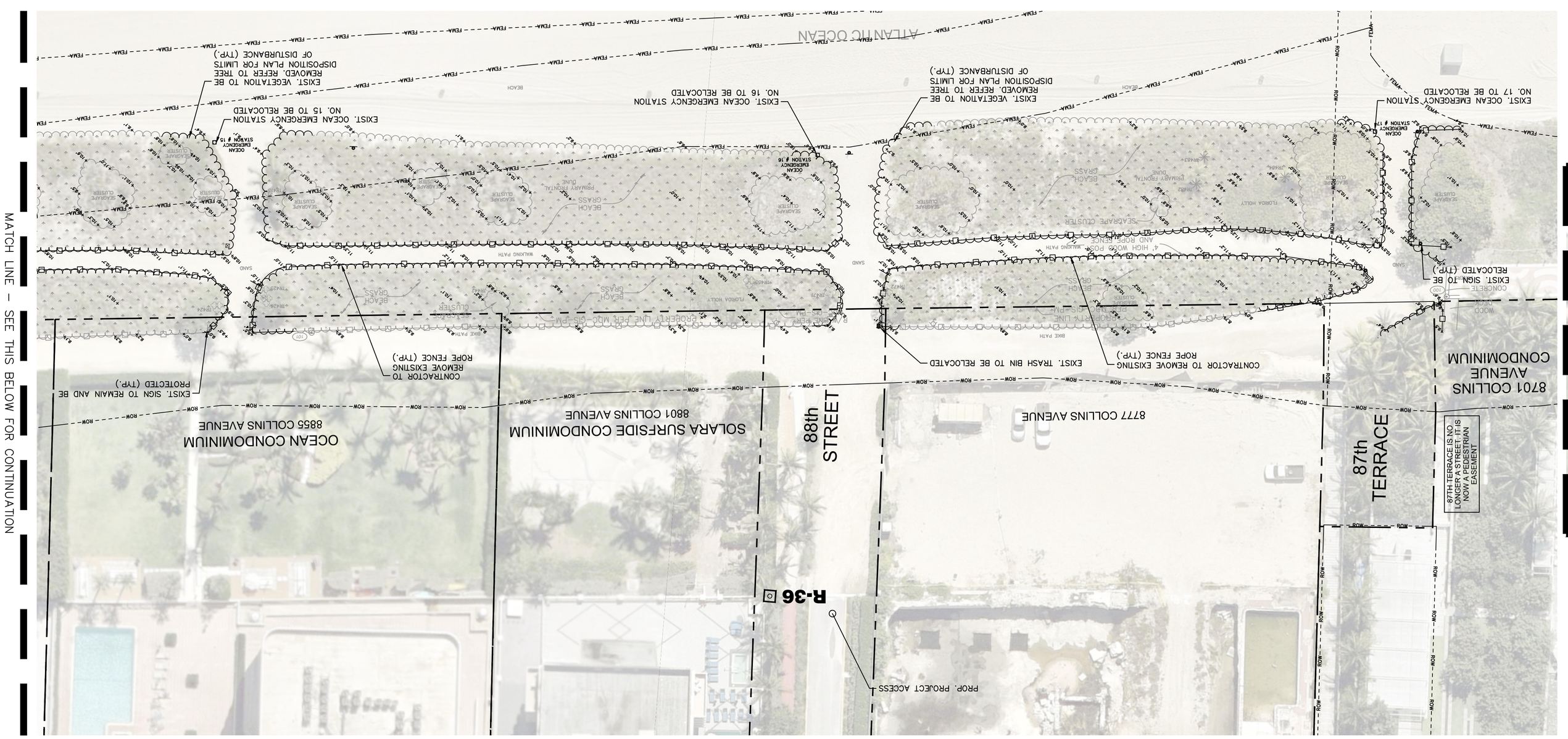

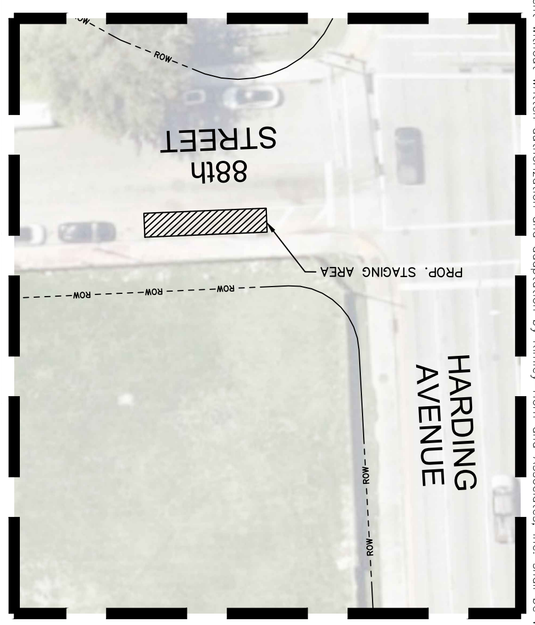

LEGEND	
PROPERTY LINE	
EXISTING VEGETATION TO REMAIN	
EXISTING VEGETATION TO BE REMOVED	
EXISTING ROPE FENCE TO REMAIN	
EXISTING ROPE FENCE TO BE REMOVED	

NOTE: REFER TO SHEETS L100-L103 FOR TREE DISPOSITION

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

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PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

DEMOLITION & EROSION CONTROL PLAN

KHA PROJECT 143320004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
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Plotted By:Lopez, Luis Sheet Set:Dune Resiliency & Beautification Layout:C101 DEMOLITION & EROSION CONTROL PLAN January 05, 2026 12:59:04pm K:\ftl_civil\143 Jobs\143372004 surfside dune resiliency and beautification\CAD\projects\C100 DEMOLITION & EROSION CONTROL PLAN.dwg

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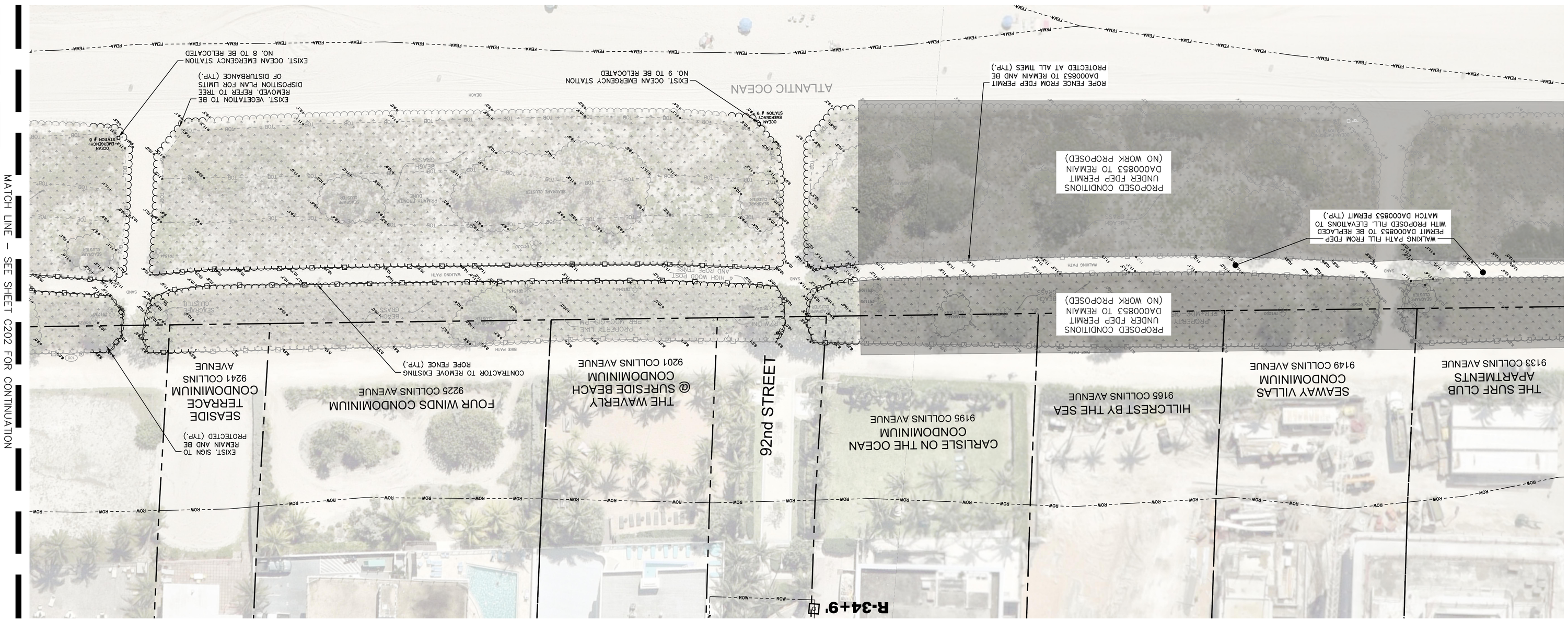

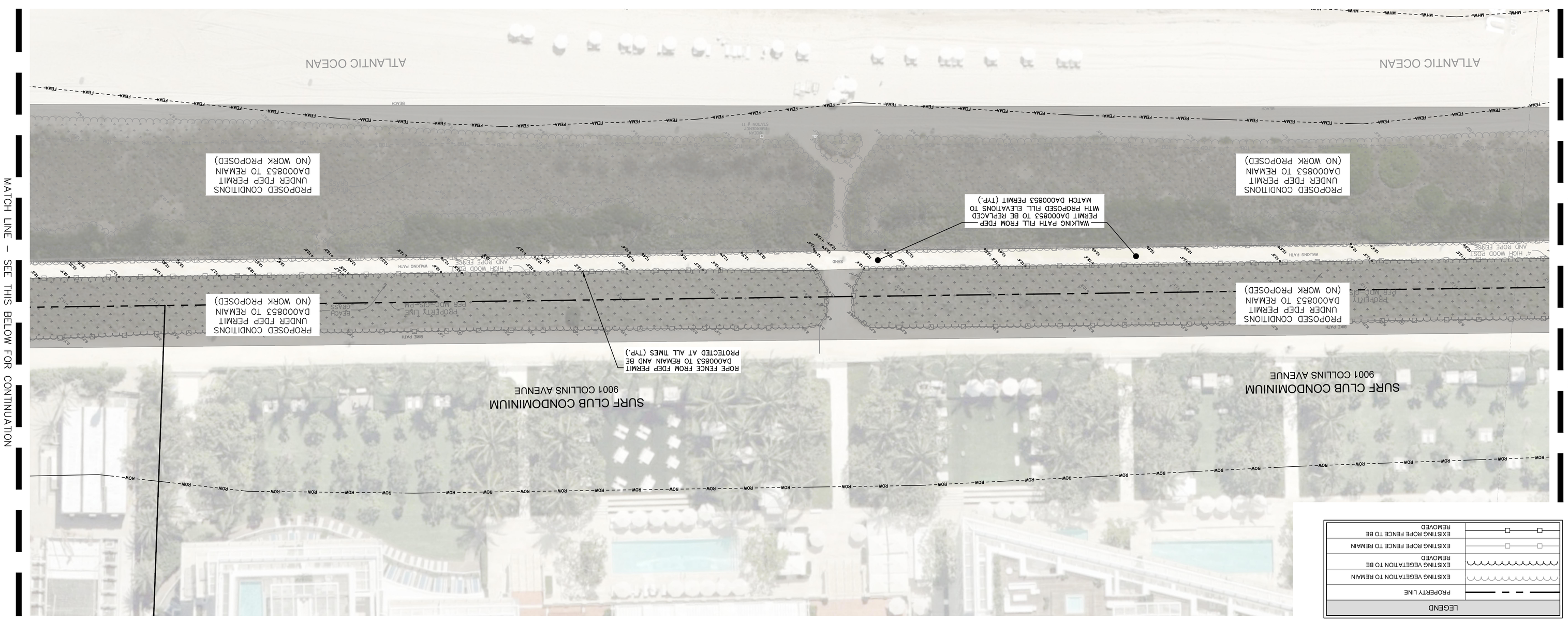

LEGEND	
PROPERTY LINE	
EXISTING VEGETATION TO REMAIN	
EXISTING VEGETATION TO BE REMOVED	
EXISTING ROPE FENCE TO REMAIN	
EXISTING ROPE FENCE TO BE REMOVED	

NOTE: REFER TO SHEETS L100–L103 FOR TREE DISPOSITION

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

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DEMOLITION & EROSION CONTROL PLAN

SHEET NUMBER C101

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
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CHECKED BY SV
DATE: 1/5/2026

LICENSED PROFESSIONAL
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	EXISTING VEGETATION TO BE REMOVED
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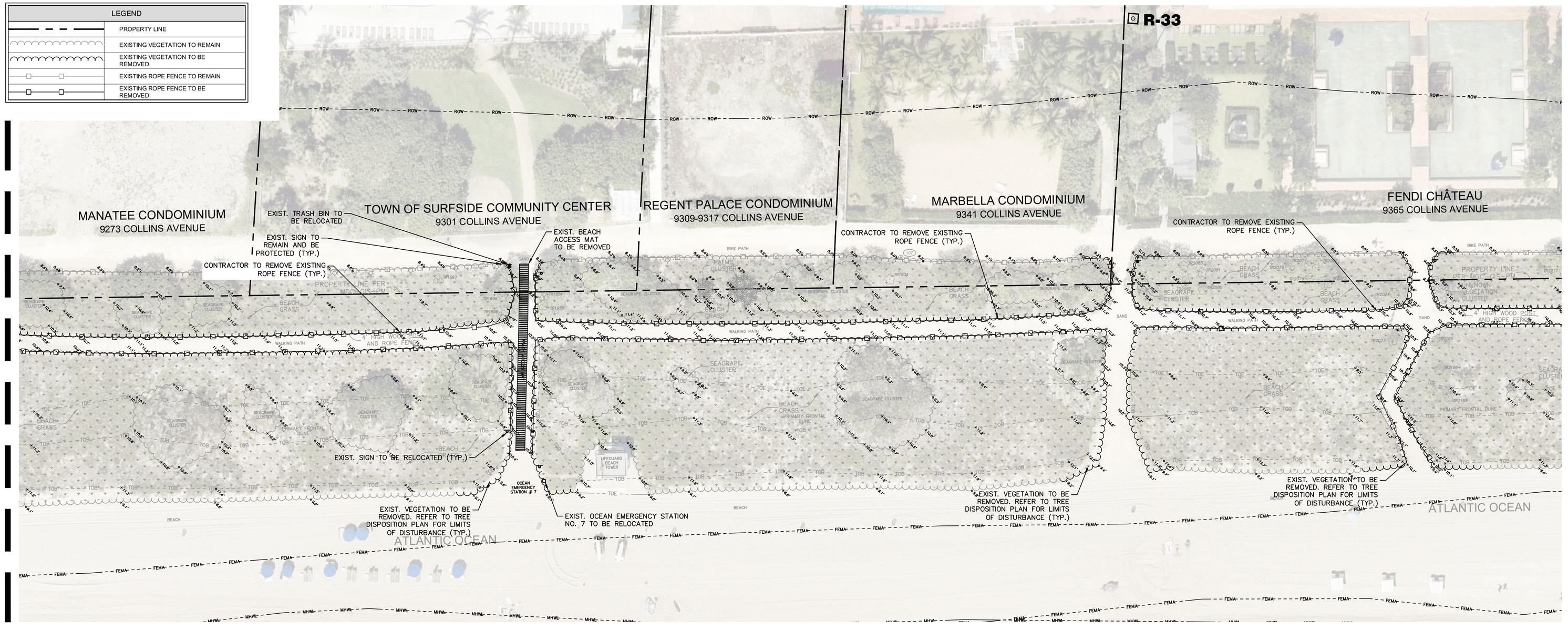

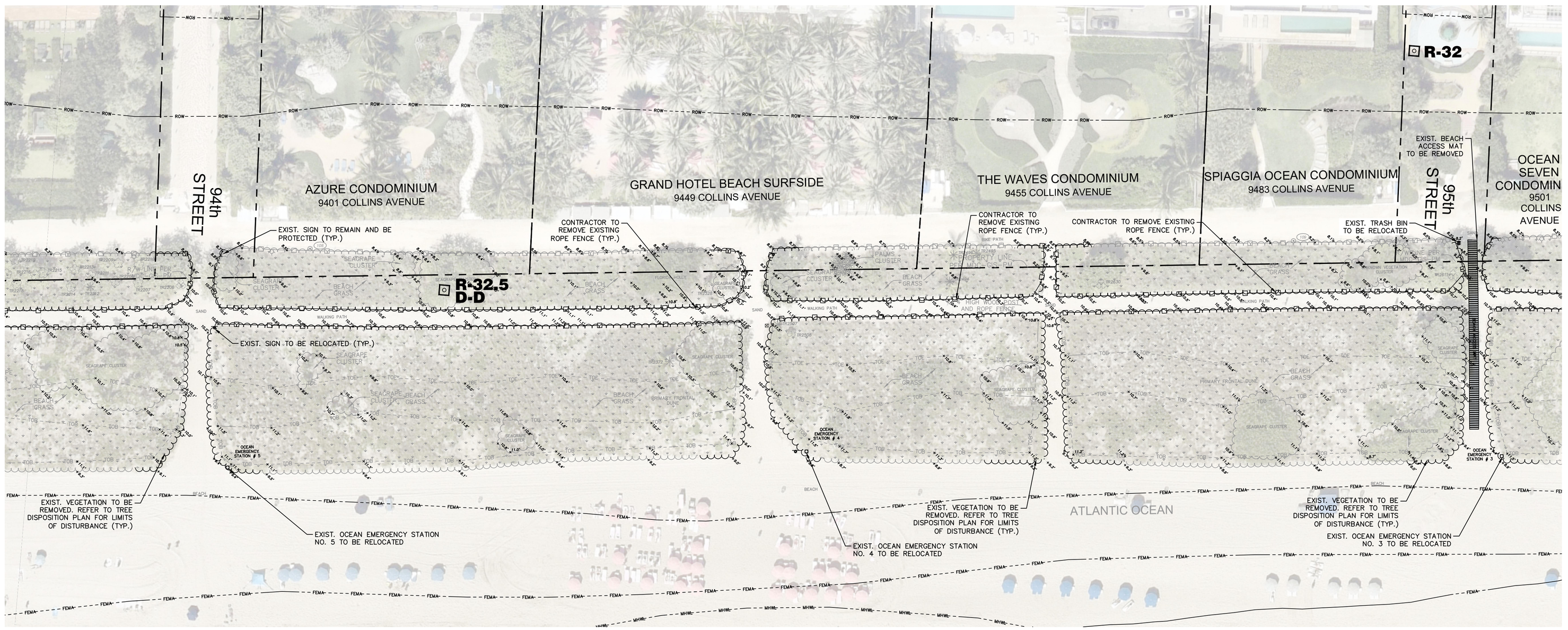

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DEMOLITION & EROSION CONTROL PLAN

DUNE RESILIENCY & BEAUTIFICATION

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SHEET NUMBER
C102

Plotted By:Lora, Luis Sheet Set:Dune Resiliency & Beautification Layout:C102 DEMOLITION & EROSION CONTROL PLAN January 05, 2026 12:59:16pm K:\tls_civil\143 Jobs\143332004 surfside dune resiliency and beautification\cad\sheetsets\C100 DEMOLITION & EROSION CONTROL PLAN.dwg
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TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
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DEMOLITION & EROSION CONTROL PLAN

KHA PROJECT
143332004

DATE
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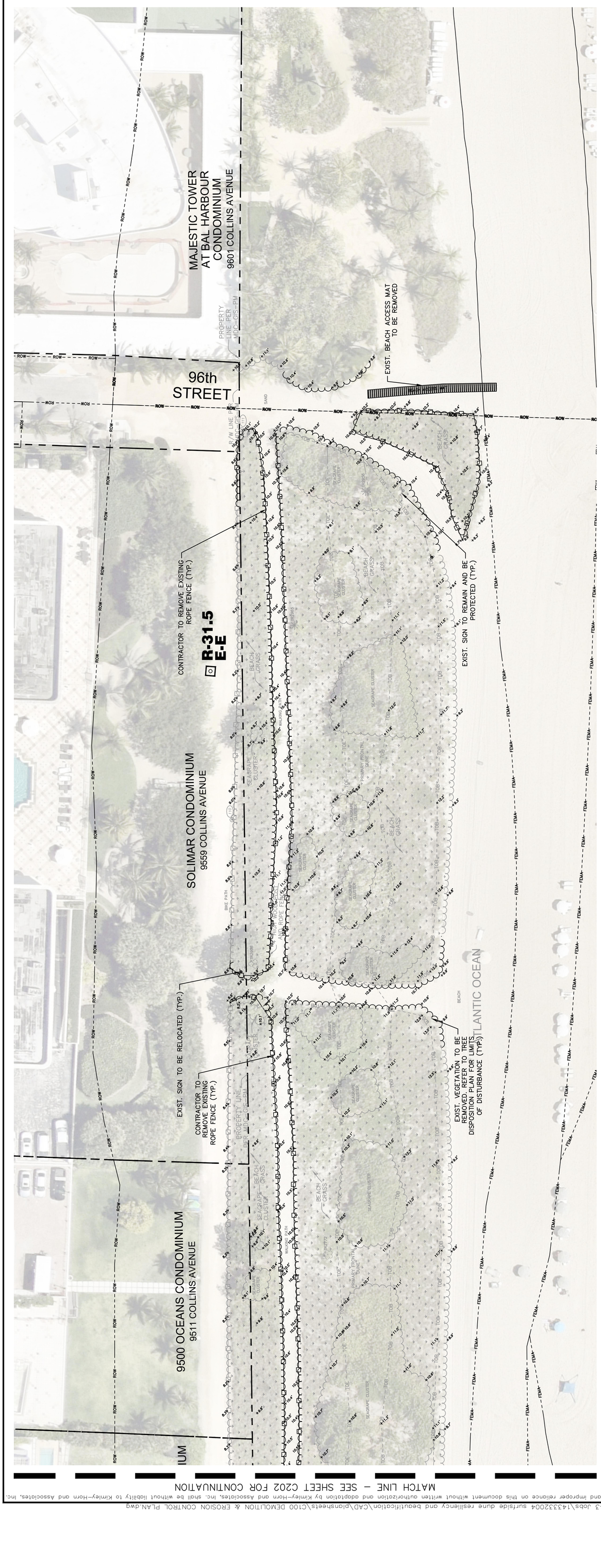
GRAPHIC SCALE IN FEET
0 15 30 60

NORTH



LEGEND

PROPERTY LINE	
EXISTING VEGETATION TO REMAIN	
EXISTING VEGETATION TO BE REMOVED	
EXISTING ROPE FENCE TO REMAIN	
EXISTING ROPE FENCE TO BE REMOVED	

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Plotted By:Lara, Luis Sheet Set:Dune Resiliency & Beautification Layout:C103 DEMOLITION & EROSION CONTROL PLAN January 05, 2026 12:59:21pm K:\fll_civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\C100 DEMOLITION & EROSION CONTROL PLAN.dwg

BEST MANAGEMENT PRACTICES (BMPS):

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF THE BROWARD COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), CHAPTER 17-25, F.A.C., THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CHAPTER 40D-4, F.A.C. AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) DOCUMENT NO. EPA 832/R-92-005 (SEPTEMBER 1992). THE PLAN ADDRESSES THE FOLLOWING:

A. PREVENT LOSS OF SOIL DURING CONSTRUCTION BY STORMWATER RUNOFF AND/OR WIND EROSION, INCLUDING PROTECTING TOPSOIL BY STOCKPILING FOR REUSE.

B. SEDIMENTION PROTECTION OF STORM SEWER OR RECEIVING STREAM.

C. PREVENT POLLUTING THE AIR WITH DUST AND PARTICULATE MATTER. THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. CONTRACTOR SHALL PREPARE REQUIRED NPDES DOCUMENTATION AND OBTAIN PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PREPARE THE REQUIRED NPDES DOCUMENT AND OBTAIN THE NPDES PERMIT. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE DEEMED INCIDENTAL TO THE PROJECT LUMP SUM COST.

GENERAL EROSION CONTROL NOTES:

A. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THESE EROSION CONTROL DRAWINGS, THE STANDARD DETAILS, THE NPDES PERMIT (TO BE OBTAINED BY CONTRACTOR) AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THIS DRAWING AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP) IN ALL CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. FUEL SPILLS AND LEAKS PREVENTION
2. PREVENT/REDUCE VEHICLE AND EQUIPTMENT WASHING AND STEAM CLEANING
3. VEHICLE AND EQUIPTMENT MAINTENANCE AND REPAIR
4. PROPER OUTDOOR LOADING/UNLOADING OF MATERIALS
5. PREVENT/REDUCE OUTDOOR STORAGE OF RAW MATERIALS, PRODUCTS, AND BY-PRODUCTS
6. SOLID WASTE MANAGEMENT
7. HAZARDOUS WASTE MANAGEMENT
8. CONCRETE WASTE MANAGEMENT
9. SANDBLASTING WASTE MANAGEMENT
10. STRUCTURE CONSTRUCTION AND PAINTING
11. SPILL PREVENTION AND CONTROL
12. CONTAMINATED SOIL MANAGEMENT
13. SANITARY/SEPTIC WASTE MANAGEMENT
14. SOIL EROSION CONTROL
15. STORM WATER TURBIDITY MANAGEMENT

ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

D. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

E. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. CONTRACTOR MUST MAINTAIN ALL PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS ON SITE AT ALL TIMES.

F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

G. CONTRACTOR SHALL BEGIN CLEARING AND GRUBBING THOSE PORTIONS OF THE SITE NECESSARY TO IMPLEMENT PERIMETER CONTROL MEASURES. CLEARING AND GRUBBING FOR THE REMAINING PORTIONS OF THE PROPOSED SITE SHALL COMMENCE ONCE PERIMETER CONTROLS ARE IN PLACE. PERIMETER CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL SAID AREAS HAVE BEEN STABILIZED AND SHALL BE REMOVED ONCE FINAL STABILIZATION IS COMPLETE.

H. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION.

I. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

J. SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMP'S IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

STORM WATER EROSION CONTROL PRACTICES:

A. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM DETENTION PONDS AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

B. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

C. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (COMPOST SOCK DEVICES, ETC.) TO PREVENT EROSION.

D. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.

E. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

1. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

2. STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.

3. WHEN NEEDED A TEMPORARY SEDIMENT TRAP SHOLD BE CONSTRUCTED TO DETAIN SEDIMENT-LADEN RUNOFF FROM DISTURBED AREAS.

F. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

NOTES:

1. CONTRACTOR TO CONSIDER POTENTIAL DEWATERING ACTIVITIES WHEN PREPARING BID DOCUMENTS FOR THIS PROJECT.

2. CONTRACTOR SHALL OBTAIN ANY NECESSARY DEWATERING PERMITS AS SITE CONDITIONS AND CONSTRUCTION ACTIVITIES REQUIRE.

3. CONTRACTOR TO USE BEST MANAGEMENT PRACTICES TO ENSURE COMPLIANCE WITH NPDES AND WATER MANAGEMENT DISTRICT REGULATIONS FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AND DEWATERING OPERATIONS.

4. IT SHOULD BE NOTED THAT THE MEASURE IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS NECESSARY TO CONFORM TO CURRENT CITY, FDEP AND SFWMD CODES AND SPECIFICATIONS.

G. SLOPES OF BANKS OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL, AS APPLICABLE.

H. SOD SHALL BE PLACED FOR A 2-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.

I. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED.

J. FILTER FABRIC SHOULD BE USED FOR STORM DRAIN INLET PROTECTION BEFORE FINAL STABILIZATION.

WIND EROSION CONTROL PRACTICES:

A. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:

1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

2. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED (SEE PERMANENT STABALIZATION PRACTICES FOR DETAILS). THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER (SEE TEMPORARY STABALIZATION PRACTICES FOR DETAILS).

3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS SHOULD INCLUDE ERECTION OF DUST CONTROL FENCES. A 6-FT GEOTEXTILE FILTER FIBER SHOULD BE HANGING AGAINST THE EXISTING CHAIN LINK FENCE AND GATE.

B. ALL DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

STABILIZATION PRACTICES:

SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO 62-621.300(4)(a)

STRUCTURAL PRACTICES:

SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO 62-621.300(4)(a)

WASTE DISPOSAL:

A. WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

B. HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

C. SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

D. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

OFFSITE TRACKING:

A. STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

B. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATION PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

C. ALL WASH WATER FROM CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC. SHALL BE DETAINED ON SITE AND SHALL BE PROPERLY TREATED OR DISPOSED.

D. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

E. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

MAINTENANCE:

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

A. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

B. B. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RE-SEEDED AS NEEDED.

C. THE COMPOST ROCK FILTRATION DEVICE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF DEVICE. COMPOST SOCK SHALL BE REPAIRED TO ITS ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE COMPOST SOCK WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE COMPOST SOCK.

D. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

E. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

F. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 10% AND AFTER CONSTRUCTION IS COMPLETE.

G. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

H. A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

I. ALL REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

J. THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

K. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

SPILL PREVENTION AND CONTROL:

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

A. GOOD HOUSEKEEPING

1. SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.
2. STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
3. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
4. ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
5. PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
6. ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

B. HAZARDOUS PRODUCTS

1. MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.
2. PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

C. PRODUCT SPECIFIC PRACTICES

1. PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
2. THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.
3. PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.
4. CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

SPILL CLEAN UP:

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED ABOVE, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

C. SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

D. THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

E. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ONSITE AND READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

F. ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

G. WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

H. TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

I. AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.

J. THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

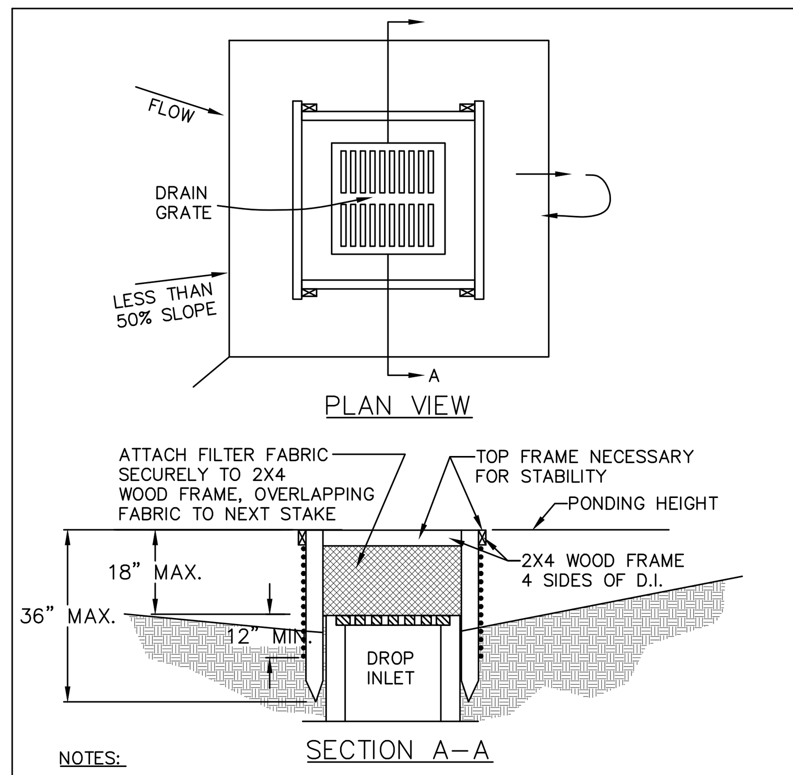
SEQUENCE OF CONSTRUCTION

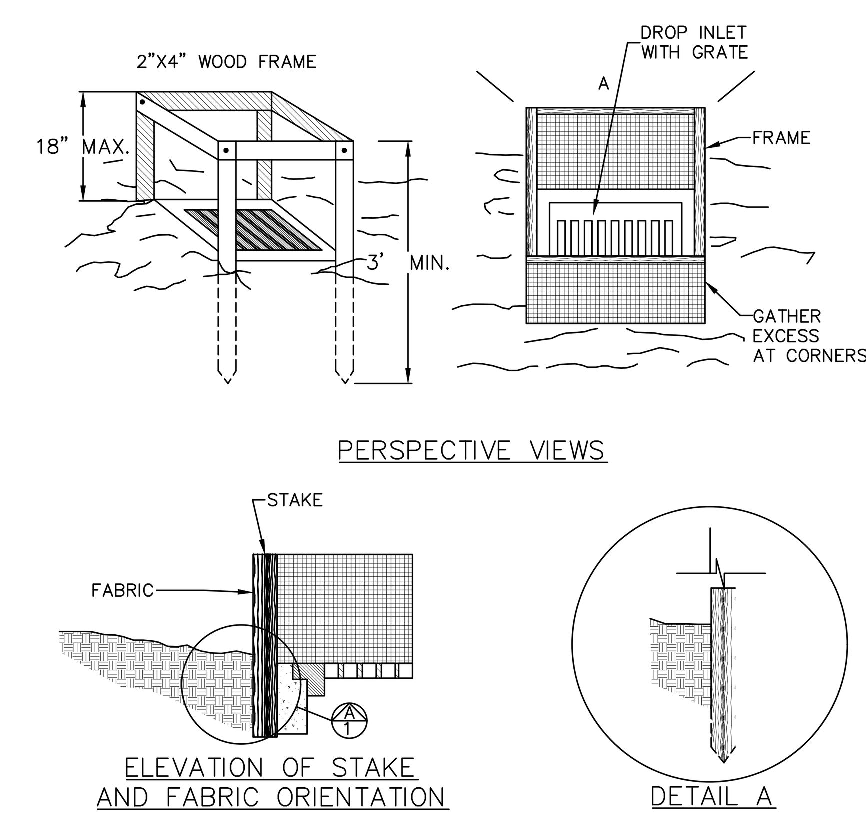
UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAY DOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AND INSTALL SILT FENCE
2. DEMOLISH EXISTING STRUCTURES, (IF APPLICABLE)
3. CONSTRUCT AND STABILIZE SEDIMENT BASIN AND DRAINAGE SWALES WITH APPROPRIATE OUTFALL STRUCTURES (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL CONTROL DEVICES LISTED ABOVE)
4. INSTALL AND STABILIZE ANY NECESSARY HYDRAULIC CONTROL STRUCTURES (DIKES, CHECK DAMS, OUTLET TRAPS, ETC.)
5. PREPARE CLEARING AND GRUBBING OF THE SITE, (IF APPLICABLE)
6. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES
7. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
8. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE AS REQUIRED BY GENERIC PERMIT.

HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEER CONSULTANT TO PERFORM INSPECTION AND CERTIFICATION OF BMPS. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.

CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS NECESSARY FOR CONSTRUCTION.





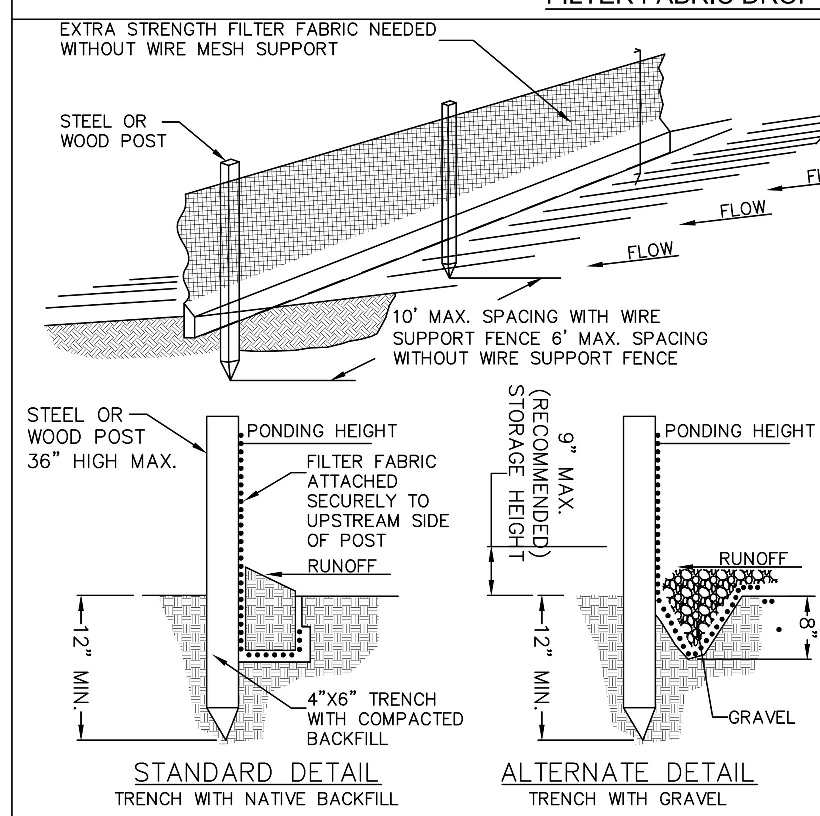
NOTES:

1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS
2. USE 2X4 OR EQUIVALENT METAL STAKES, (3' MIN. LENGTH)
3. INSTALL 2X4 TOP WOOD FRAME TO INSURE STABILITY.
4. THE TOP OF THE FRAME (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BY PASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE.

SPECIFIC APPLICATION:

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS IS A RELATIVELY FLAT AREA (SLOPE NO GREATER THAN 5%) WHERE THE INLET SHEET OR OVERLAND FLOWS (NOT EXCEEDING 1 C.F.S.) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

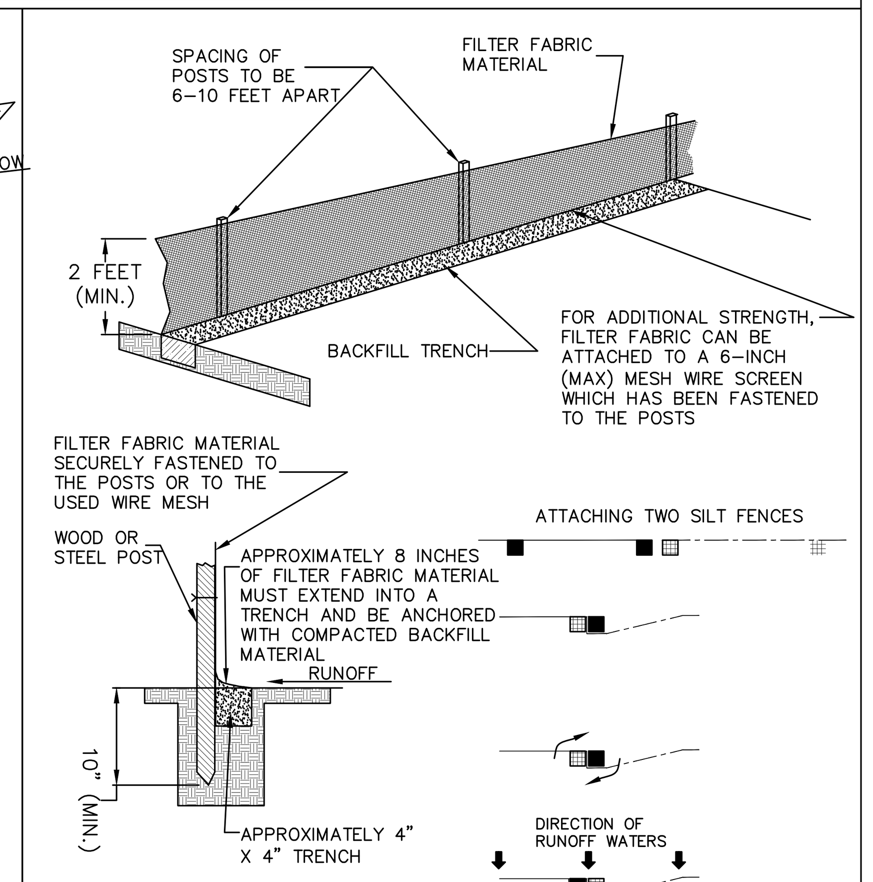
FILTER FABRIC DROP INLET SEDIMENT BARRIER



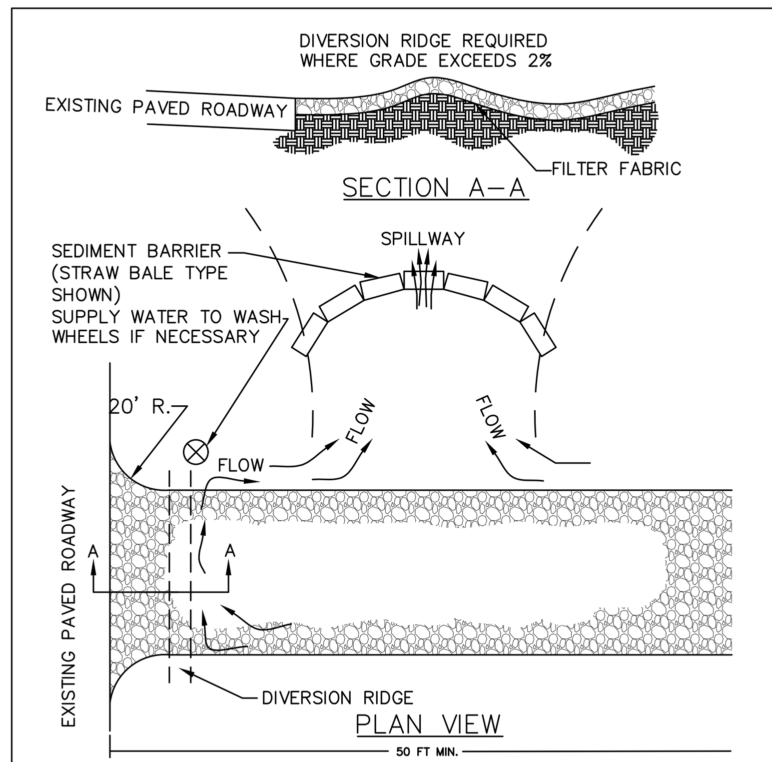
NOTE:

1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

SILT FENCE DETAIL



SILT FENCE INSTALLATION DETAIL



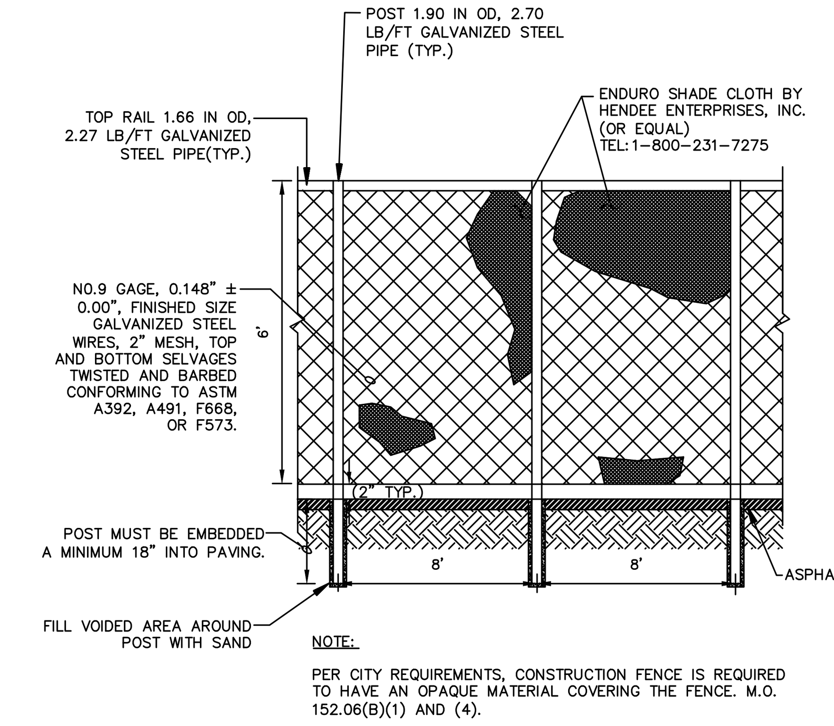
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY.

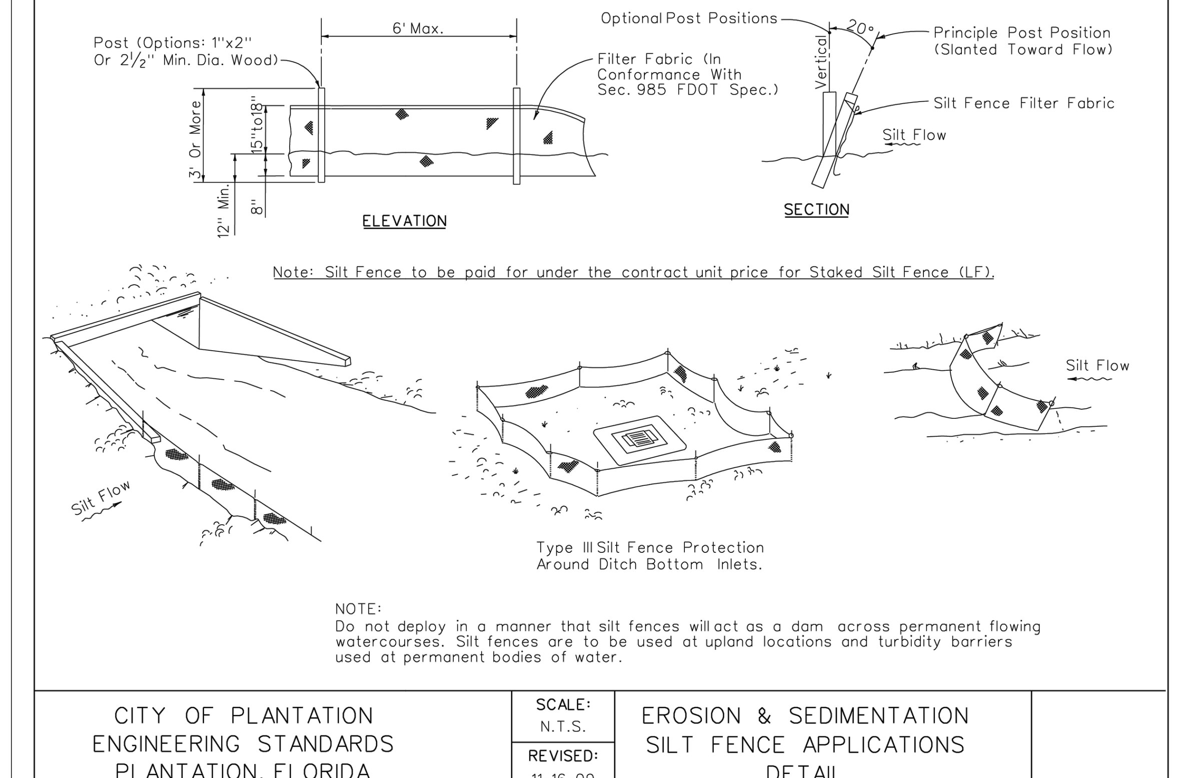
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



NOTE:

PER CITY REQUIREMENTS, CONSTRUCTION FENCE IS REQUIRED TO HAVE AN OPAQUE MATERIAL COVERING THE FENCE. M.O. 152.06(B)(1) AND (4).

6' CHAIN LINK CONSTRUCTION FENCE WITH VISUAL DUST SCREEN



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No.	REVISIONS	DATE	BY
1	BID SET REVISION	11/04/2025	SV

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PHONE: 954–535–5100 FAX: 954–739–2247
WWW.KIMLEY–HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT	143332004
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	SV
DRAWN BY	SV
CHECKED BY	SV

DEMOLITION & EROSION CONTROL PLAN DETAILS

DUNE RESILIENCY & BEAUTIFICATION
PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
C104

Plotted By:Lara, Luis Sheet Set:Dune Resiliency & Beautification Layout:C104 DEMOLITION & EROSION CONTROL PLAN DETAILS January 05, 2026 12:59:28pm K:\ftl_civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\C104 DEMOLITION & EROSION CONTROL PLAN DETAILS.dwg
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Plotted By:Lopez, Luis Sheet Set:Dune Resiliency & Beautification Layout:C2200 ENGINEERING PLAN January 05, 2026 01:05:03pm K:\tn_civil\143_jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\C201 ENGINEERING PLAN.dwg
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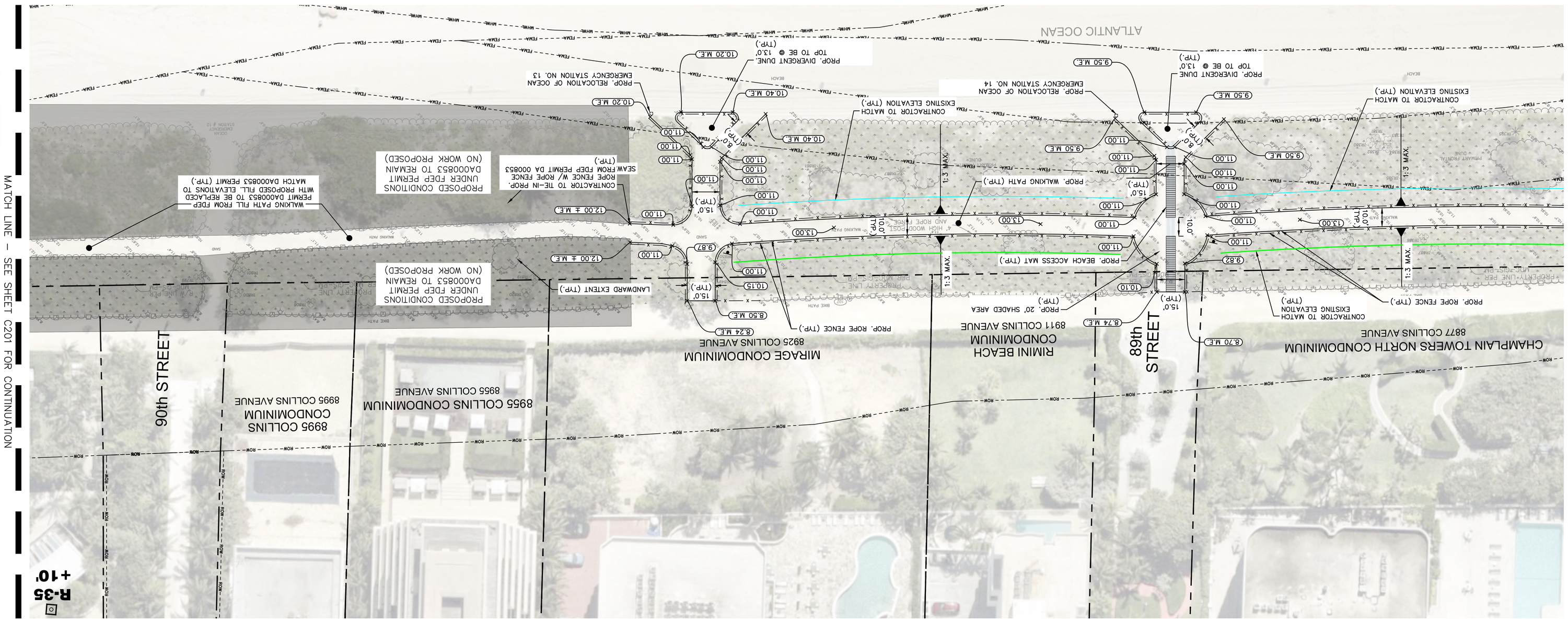

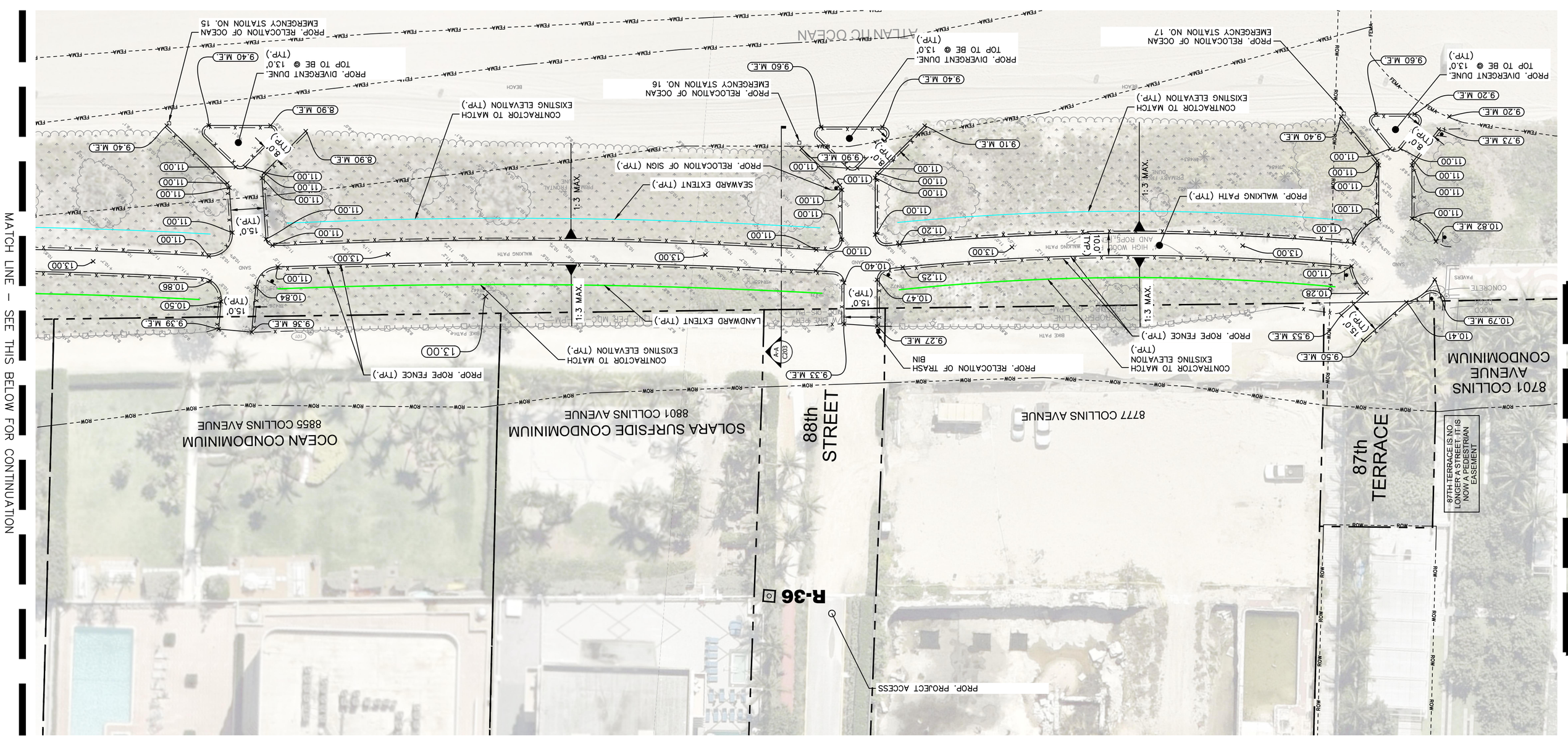

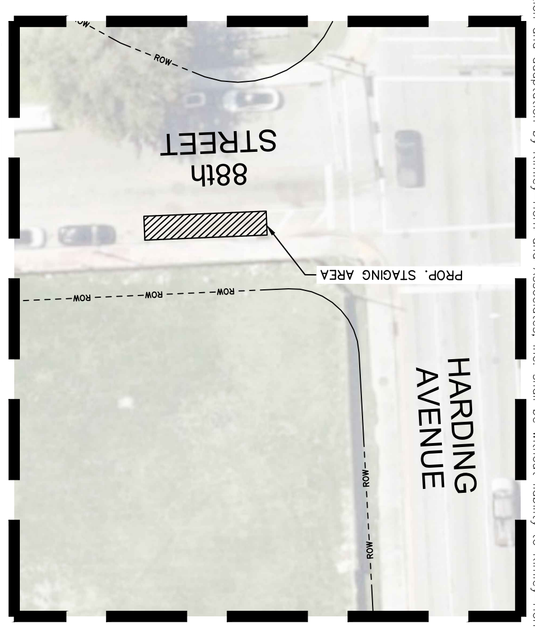

LEGEND

PROPOSED ROPE FENCE	— x — x — x — x —
PROPERTY LINE	— — — —

NOTES:
1. PROPOSED ROPE & POSTS TO MATCH EXISTING.

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR

TOWN OF SURFSIDE

TOWN OF SURFSIDE FLORIDA

ENGINEERING PLAN

KHA PROJECT 143332004

DATE FEB 2025

SCALE AS SHOWN

DESIGNED BY SV

DRAWN BY SV

CHECKED BY SV

DATE: 1/5/2026

LICENSED PROFESSIONAL

STEFANO VIOLA, P.E.

FLORIDA LICENSE NUMBER 74655

Kimley»Horn

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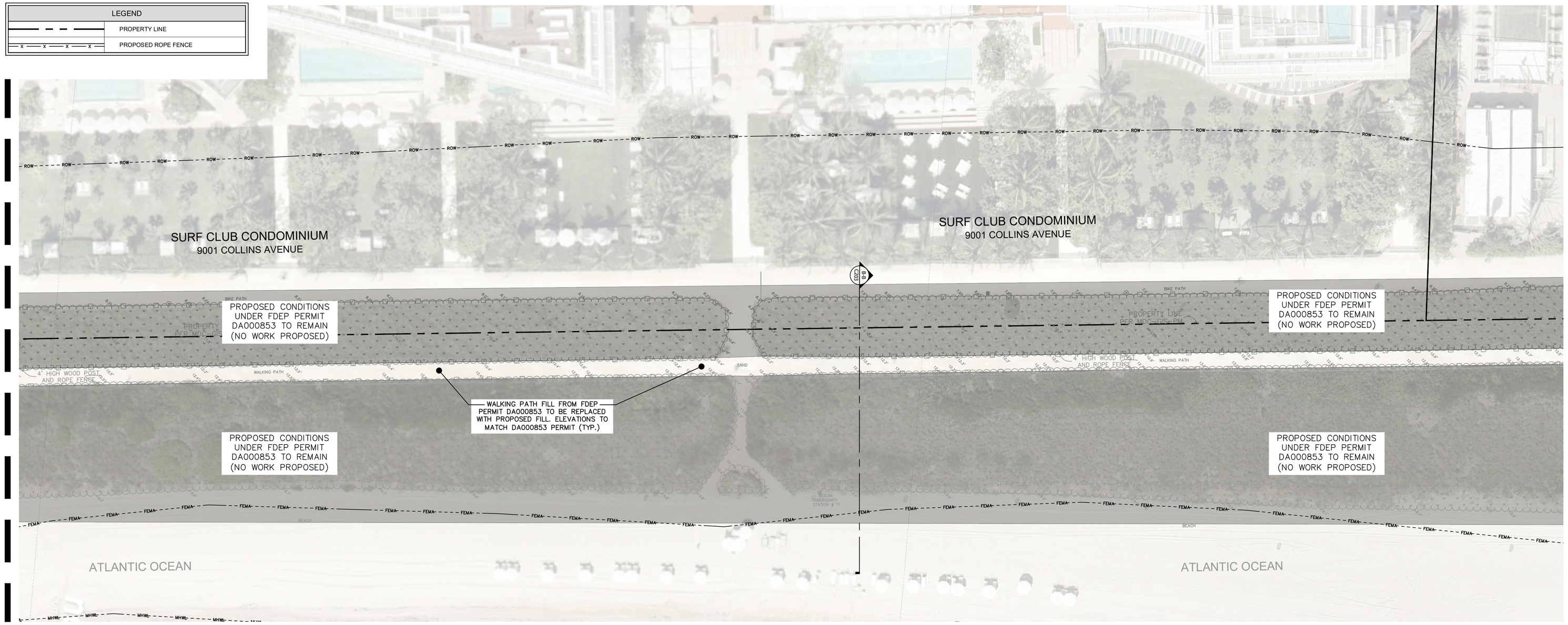
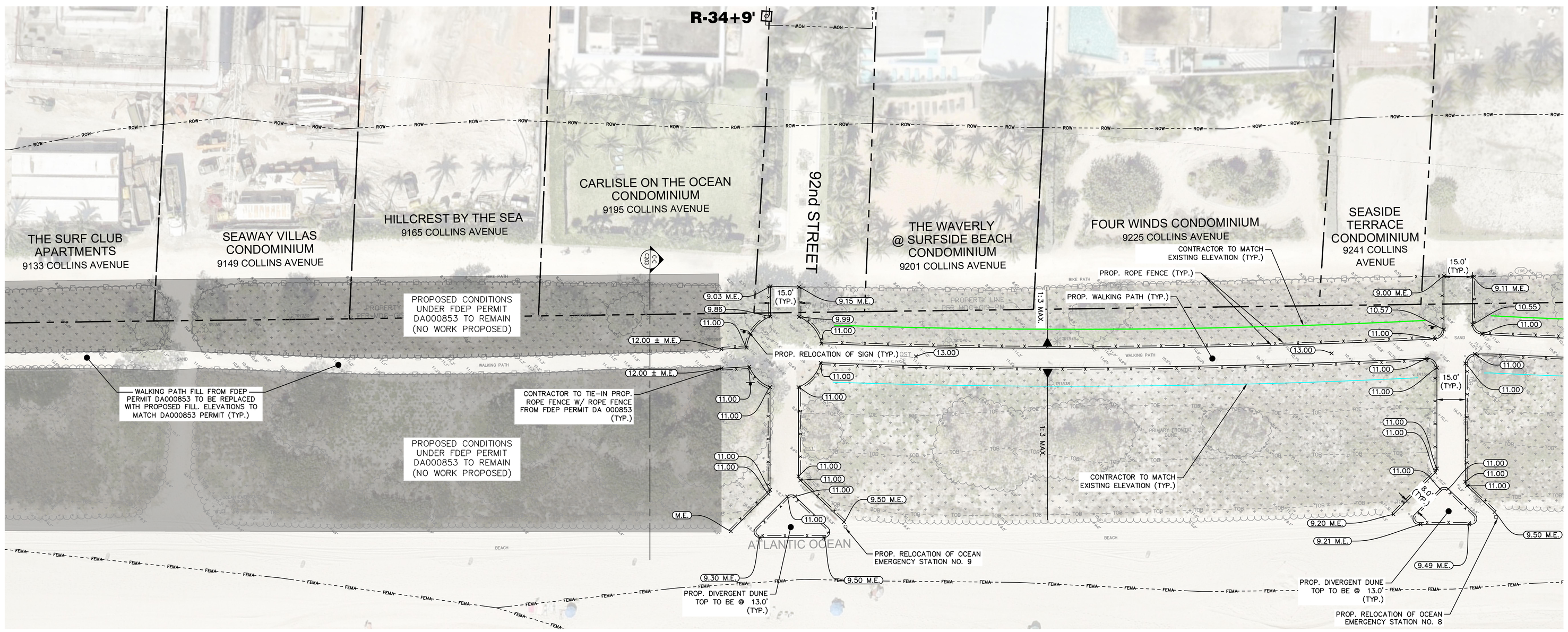
No.	REVISIONS	DATE	BY
1	BID SET REVISION	11/04/2025	SV

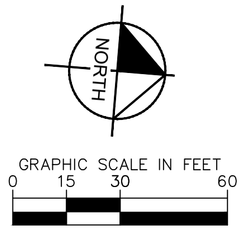
SHEET NUMBER

C200

LEGEND	
— — — —	PROPERTY LINE
— x — x — x — x —	PROPOSED ROPE FENCE







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LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT	143332004
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	SV
DRAWN BY	SV
CHECKED BY	SV

ENGINEERING PLAN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
C201

Plotted By:Lora, Luis Sheet Set:Dune Resiliency & Beautification Layout:C201 ENGINEERING PLAN January 05, 2026 01:00:13pm K:\TN_clvl\143_jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\C201 ENGINEERING PLAN.dwg
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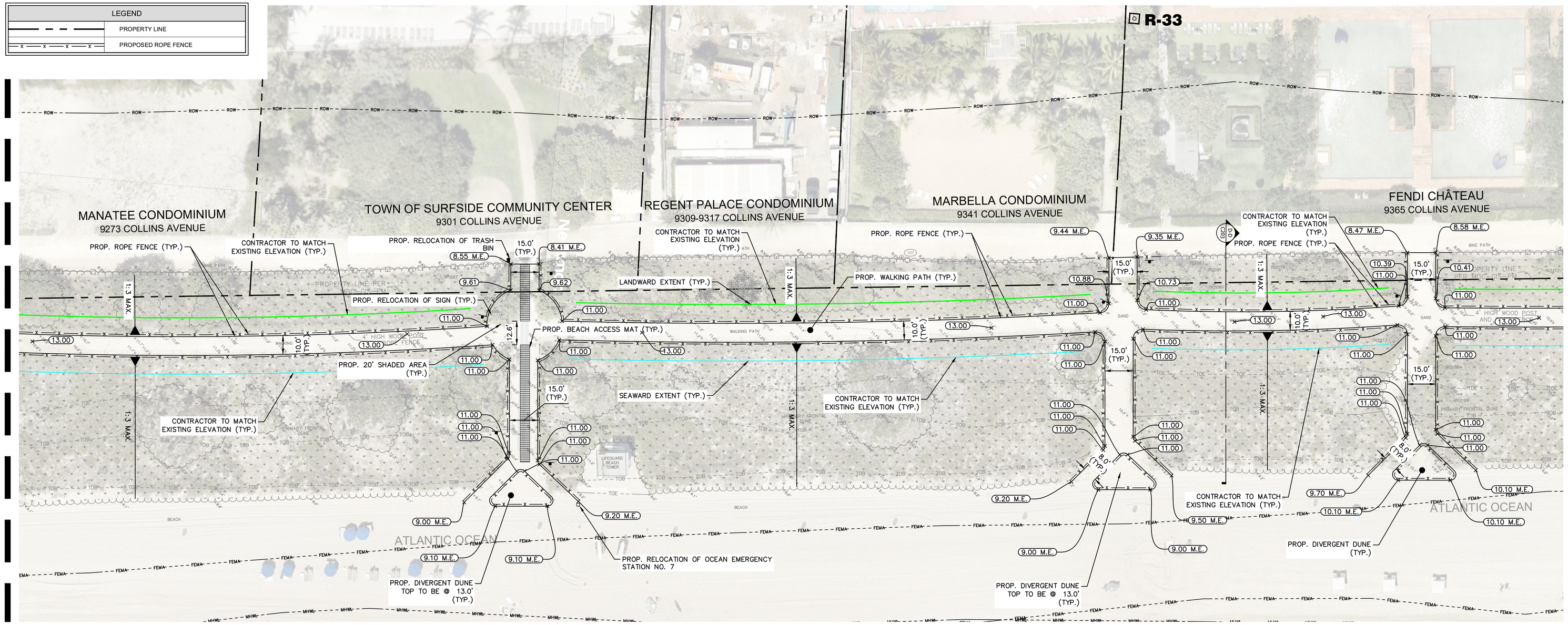
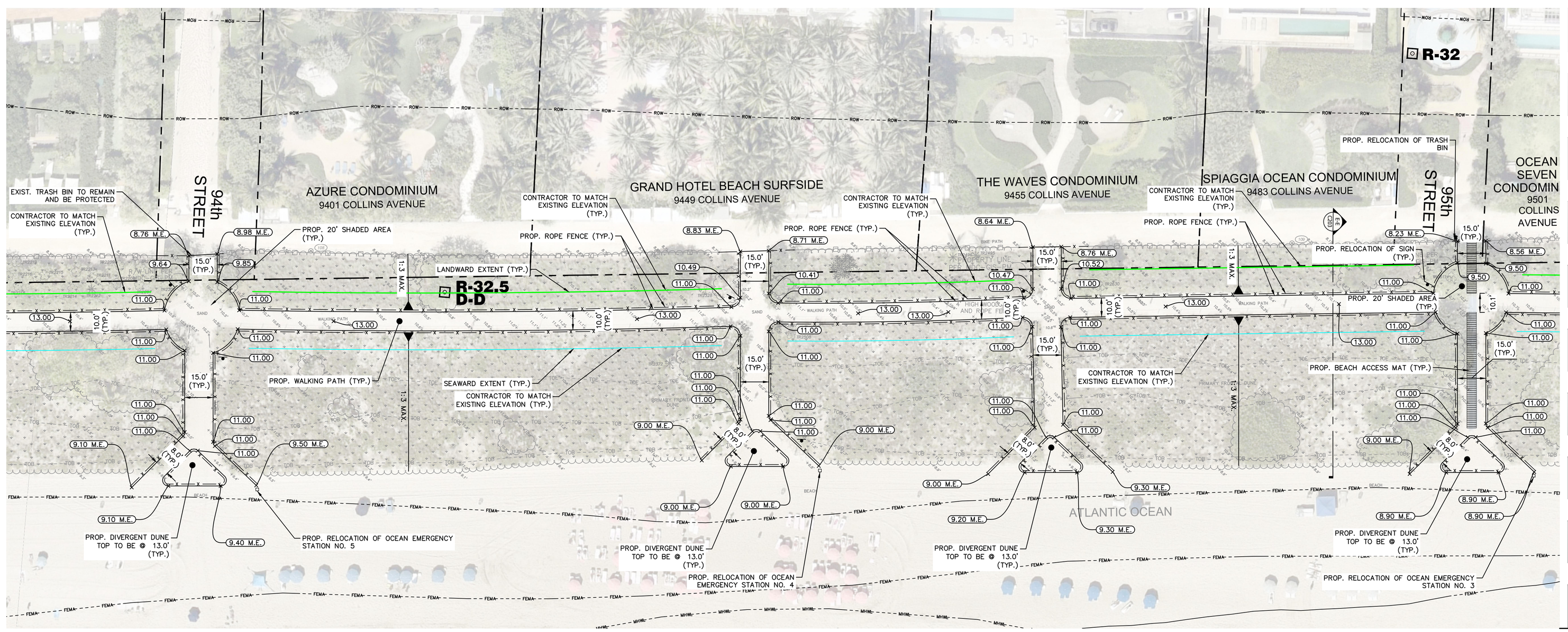
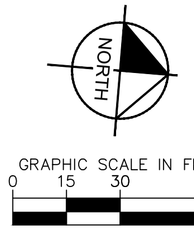
LEGEND	
— — —	PROPERTY LINE
— x — x — x —	PROPOSED ROPE FENCE







NOTES;
1. PROPOSED ROPE & POSTS TO MATCH EXISTING.

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT	143332004
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	SV
DRAWN BY	SV
CHECKED BY	SV

ENGINEERING PLAN

DUNE RESILIENCY & BEAUTIFICATION
PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
C202

Plotted By:Lora, Luis Sheet Set:Dune Resiliency & Beautification Layout:C202 ENGINEERING PLAN January 05, 2026 01:00:29pm K:\tlh_civil\143332004 surfside dune resiliency and beautification\CAD\plansets\C201 ENGINEERING PLAN.dwg
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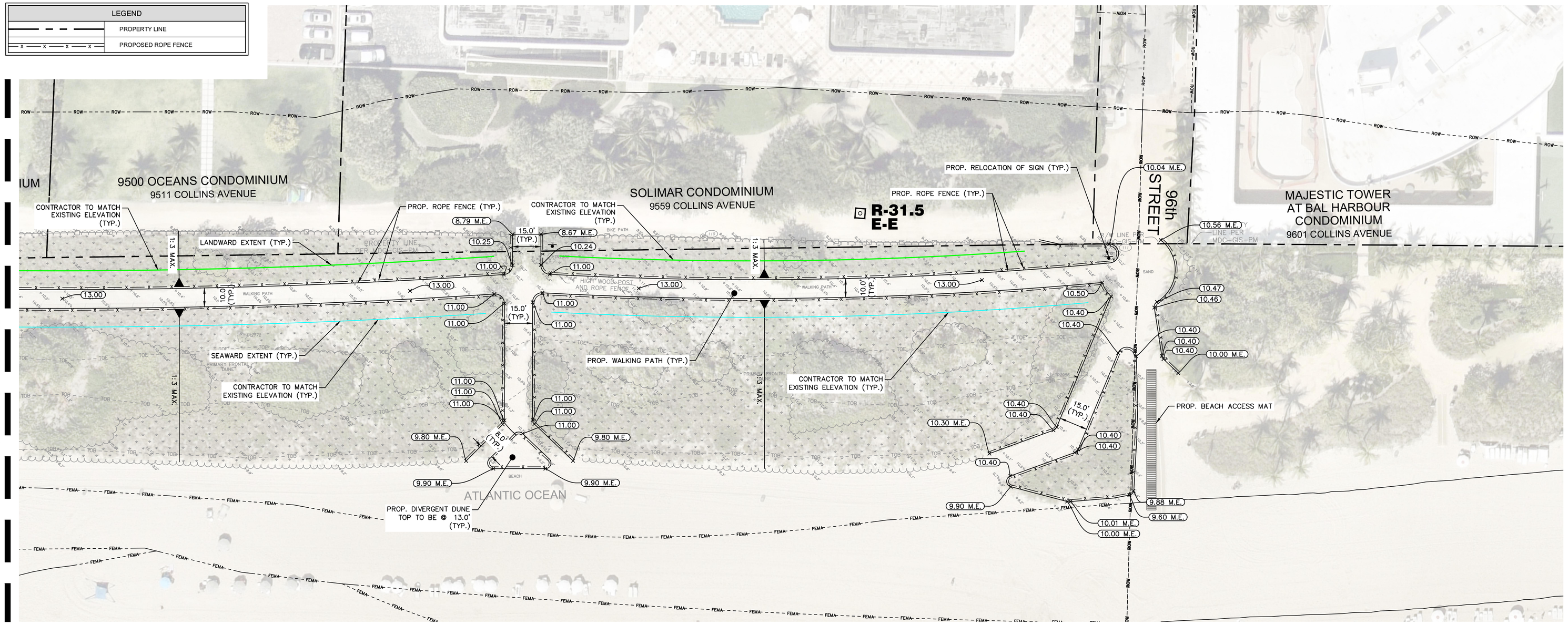
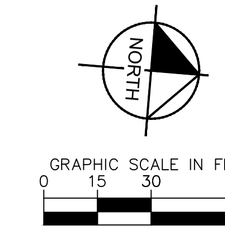
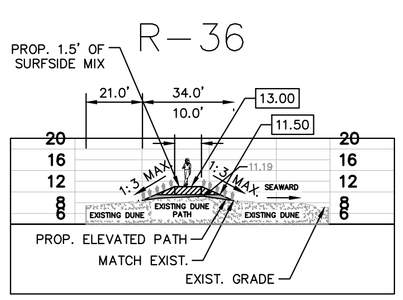
LEGEND	
— — —	PROPERTY LINE
—x—x—x—x—	PROPOSED ROPE FENCE

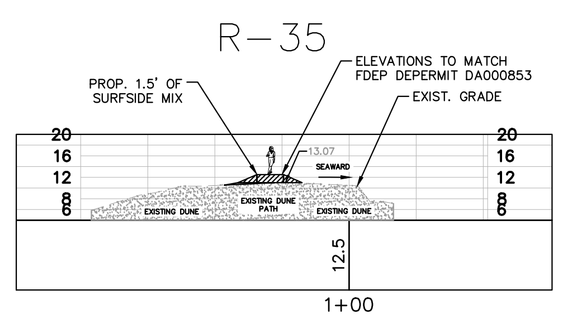




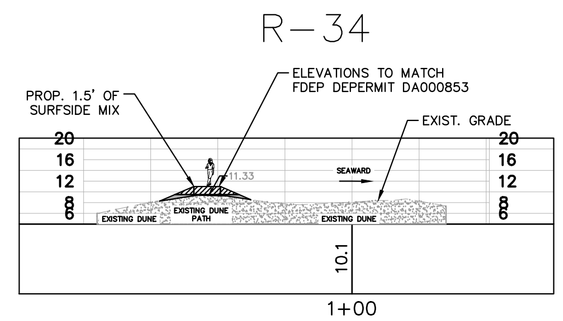
NOTES:
1. PROPOSED ROPE & POSTS TO MATCH EXISTING.



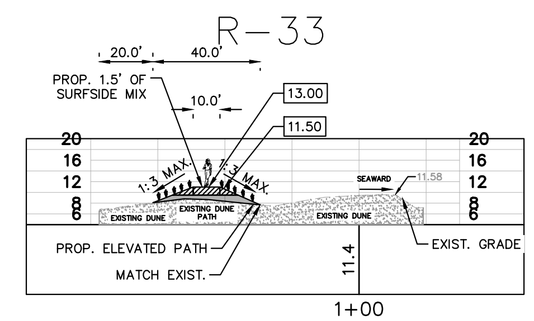
SECTION A–A C200
SCALE: HOR.:1"=40' VERT.:1"=20'



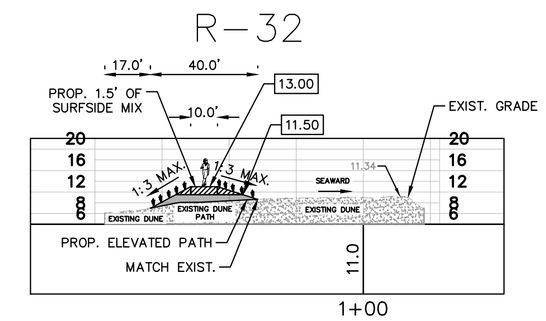
SECTION B–B C201
SCALE: HOR.:1"=40' VERT.:1"=20'



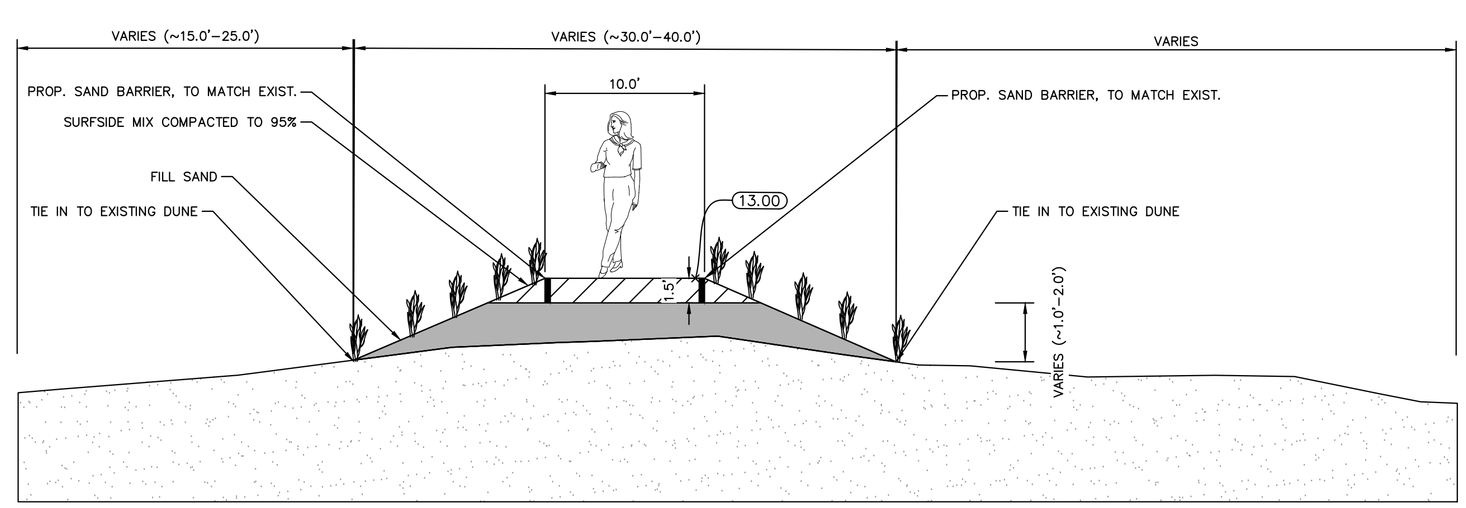
SECTION C–C C201
SCALE: HOR.:1"=40' VERT.:1"=20'



SECTION D–D C202
SCALE: HOR.:1"=40' VERT.:1"=20'



SECTION E–E C202
SCALE: HOR.:1"=40' VERT.:1"=20'



TYPICAL WALKING PATH SECTION
NOT TO SCALE

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LICENSED PROFESSIONAL
STEFANO VIOLA, P.E.
FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

ENGINEERING PLAN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
C203

Plotted By:Lara, Luis Sheet Set:Dune Resiliency & Beautification Layout:C203 ENGINEERING PLAN January 05, 2026 01:00:35pm K:\ftl_civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\C201 ENGINEERING PLAN.dwg
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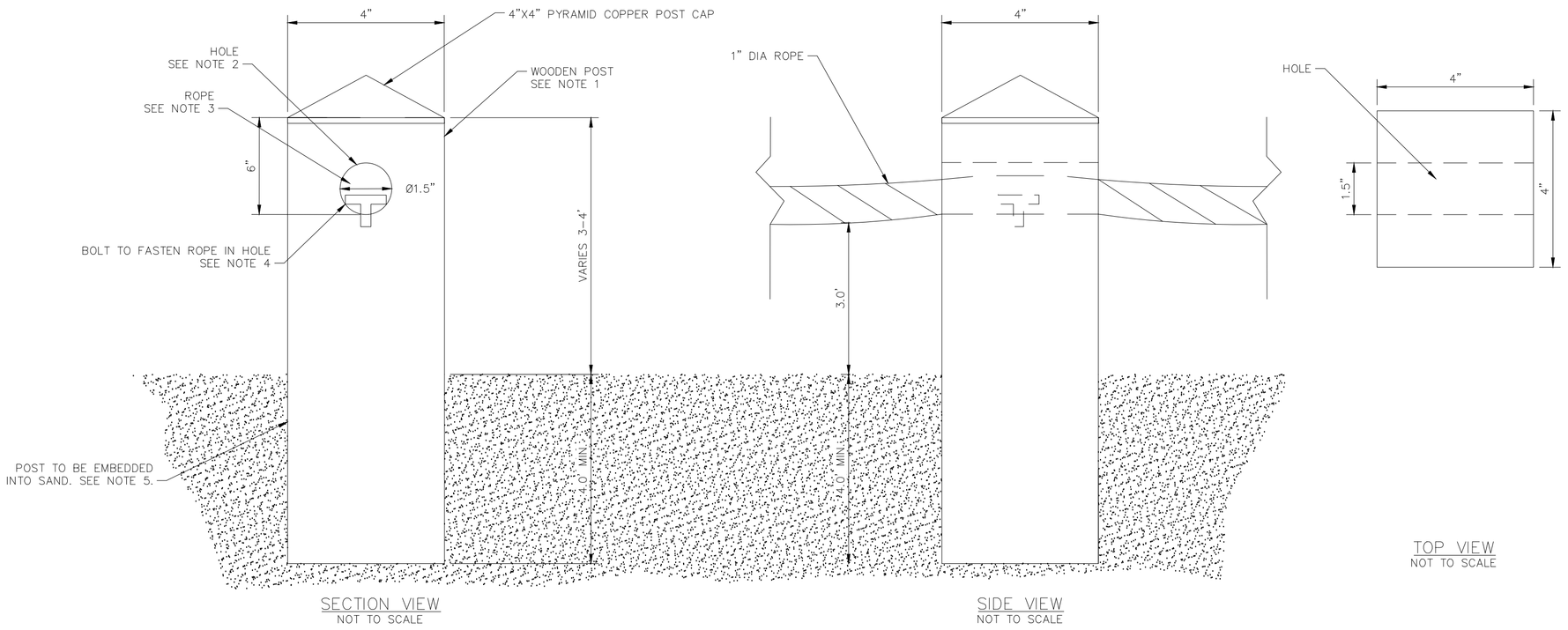


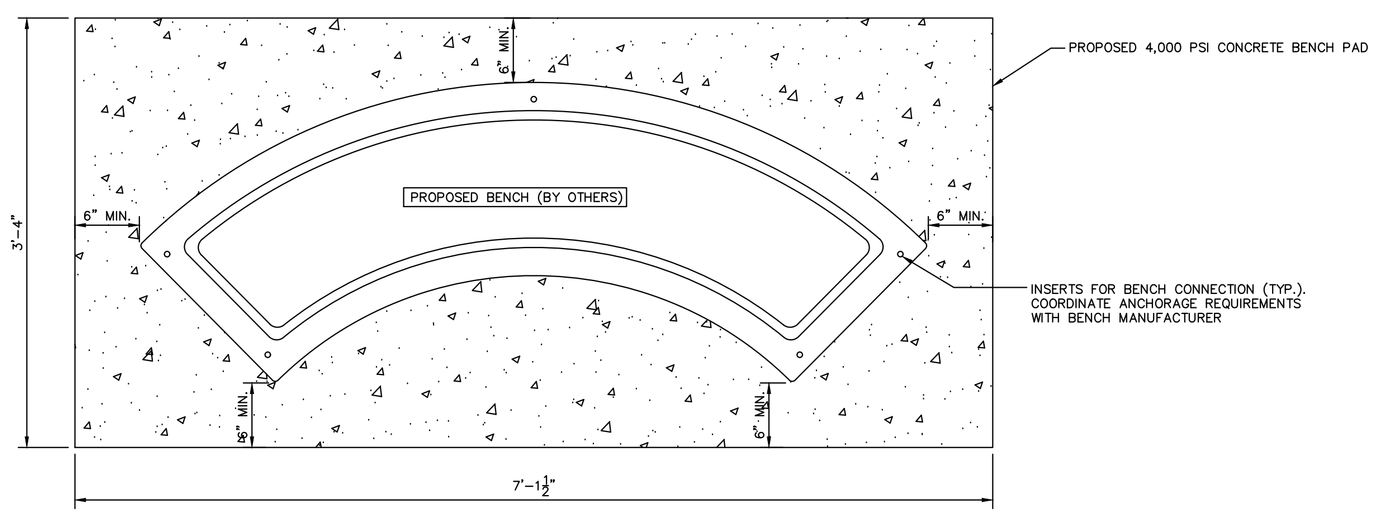
SECTION VIEW
NOT TO SCALE

SIDE VIEW
NOT TO SCALE

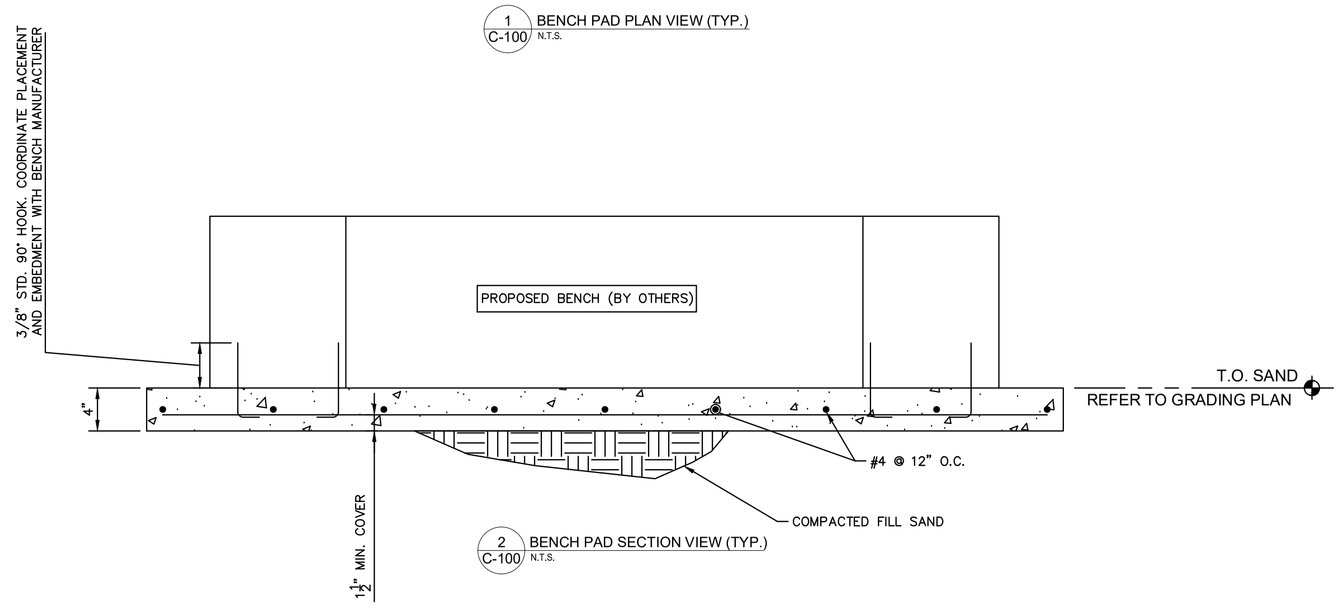
TOP VIEW
NOT TO SCALE

NOTE 1: WOODEN POST TO BE 4"X4". HEIGHT VARIES BETWEEN 3' AND 4'.
NOTE 2: HOLE TO HAVE DIAMETER OF 1.5".
NOTE 3: ROPE TO HAVE DIAMETER OF 1". ROPE TO TRAVEL THROUGH HOLE IN POST.
NOTE 4: BOLT TO FASTEN ROPE WITHIN HOLE.
NOTE 5: POST AND ROPE FENCE TO BE INSTALLED AS PER FDEP CCCL POST AND ROPE GUIDELINES.

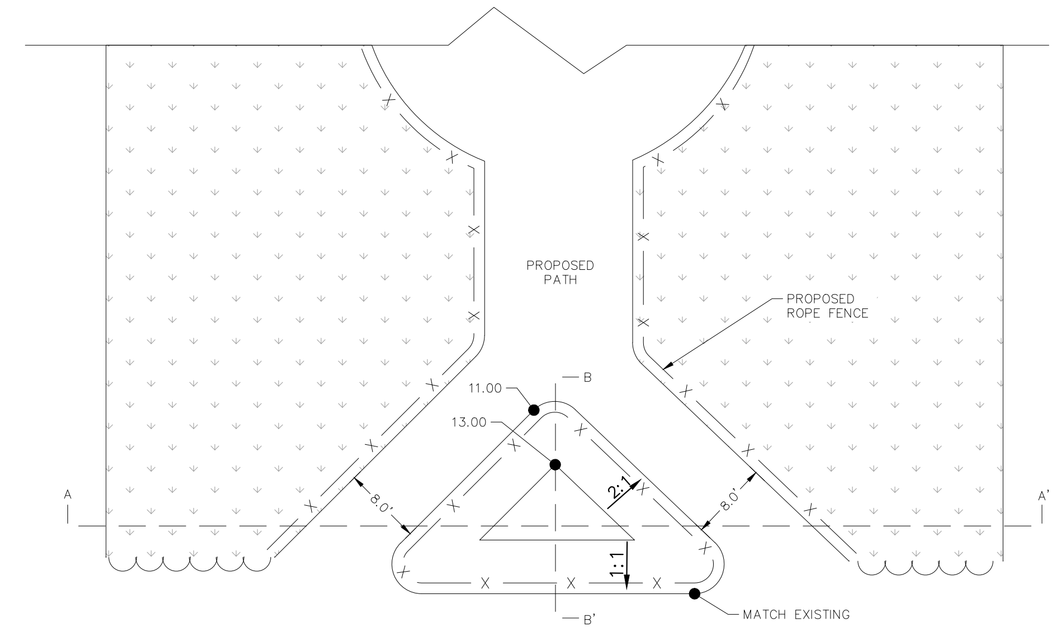
WOODEN POST DETAIL
NOT TO SCALE



1 C-100 BENCH PAD PLAN VIEW (TYP.)
N.T.S.

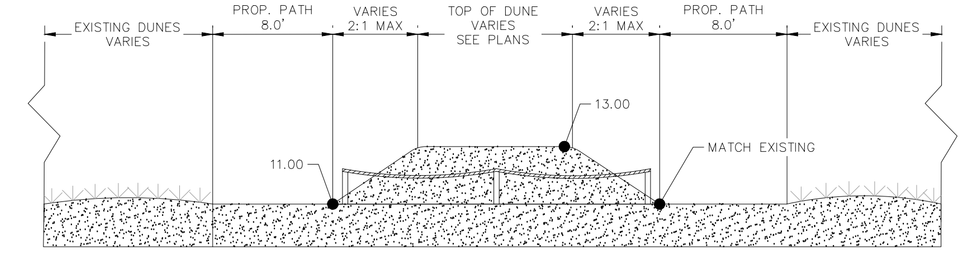


2 C-100 BENCH PAD SECTION VIEW (TYP.)
N.T.S.

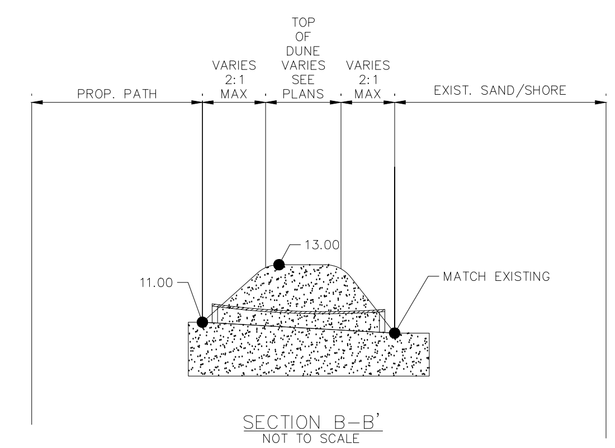


EXISTING SAND/SHORE

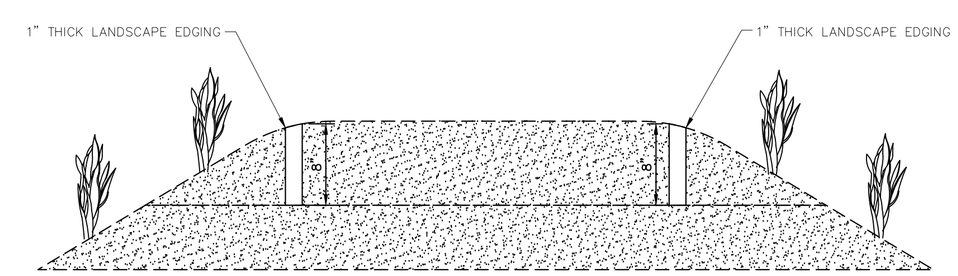
DIVERGENT DUNE DETAIL
NOT TO SCALE



SECTION A–A'
NOT TO SCALE



SECTION B–B'
NOT TO SCALE



LANDSCAPE EDGING SECTION VIEW
NOT TO SCALE

MATERIAL: POLYETHYLENE WITH ULTRAVIOLET INHIBITORS

EDGING THICKNESS: 1 IN.

NOTES:
NOTE 1: INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS

NOTE 2: INSTALL AS REQUIRED, PER PLAN NOTES

NOTE 3: SUBMIT PRODUCT DATA FOR APPROVAL

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FLORIDA LICENSE NUMBER 74655
DATE: 1/5/2026

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

ENGINEERING DETAILS

DUNE RESILIENCY & BEAUTIFICATION
PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
C204

Plotted By:Lara, Luis Sheet Set:Dune Resiliency & Beautification Layout:C204 ENGINEERING DETAILS January 05, 2026 01:00:44pm K:\tl_civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\C204 ENGINEERING DETAILS.dwg
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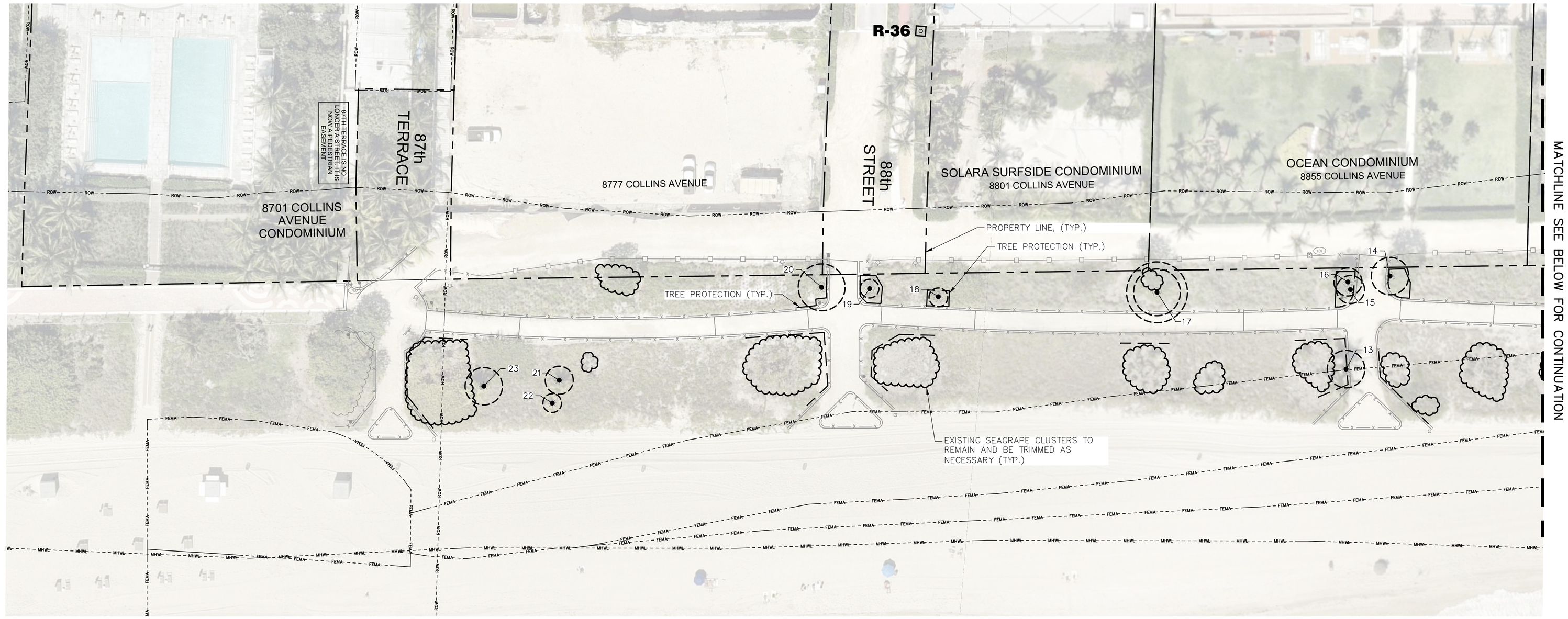
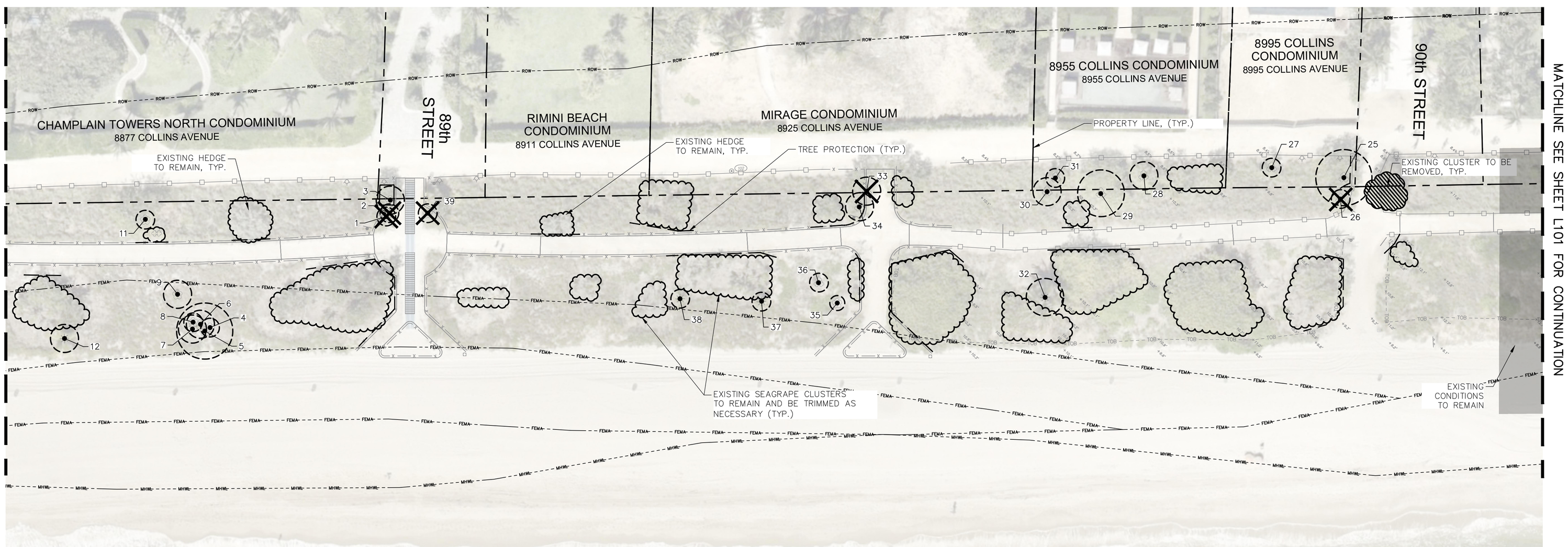
Attachment C
Dune Resiliency & Beautification Landscape Plan Set





NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

KEY:

- TREE TO REMAIN
- TREE TO BE REMOVED
- TREE TO BE RELOCATED
- TREE TO BE PROTECTED PER DETAIL ON SHEET L103
- VEGETATION CLUSTER TO BE PROTECTED PER DETAIL ON SHEET L103

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29. TO CONVERT ELEVATIONS TO NAVD88, SUBTRACT 1.55'.

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
TRICIA C. RICHTER, PLA
FLORIDA LICENSE NUMBER
LA#6667244
DATE 08/19/2024

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

TREE DISPOSITION PLAN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
L100

Plotted By:Lara Luis Sheet Set:Dune Resiliency & Beautification Layout:L100 TREE DISPOSITION PLAN January 05, 2026 01:01:18pm K:\TL_civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\L100 - TREE DISPOSITION PLAN.dwg
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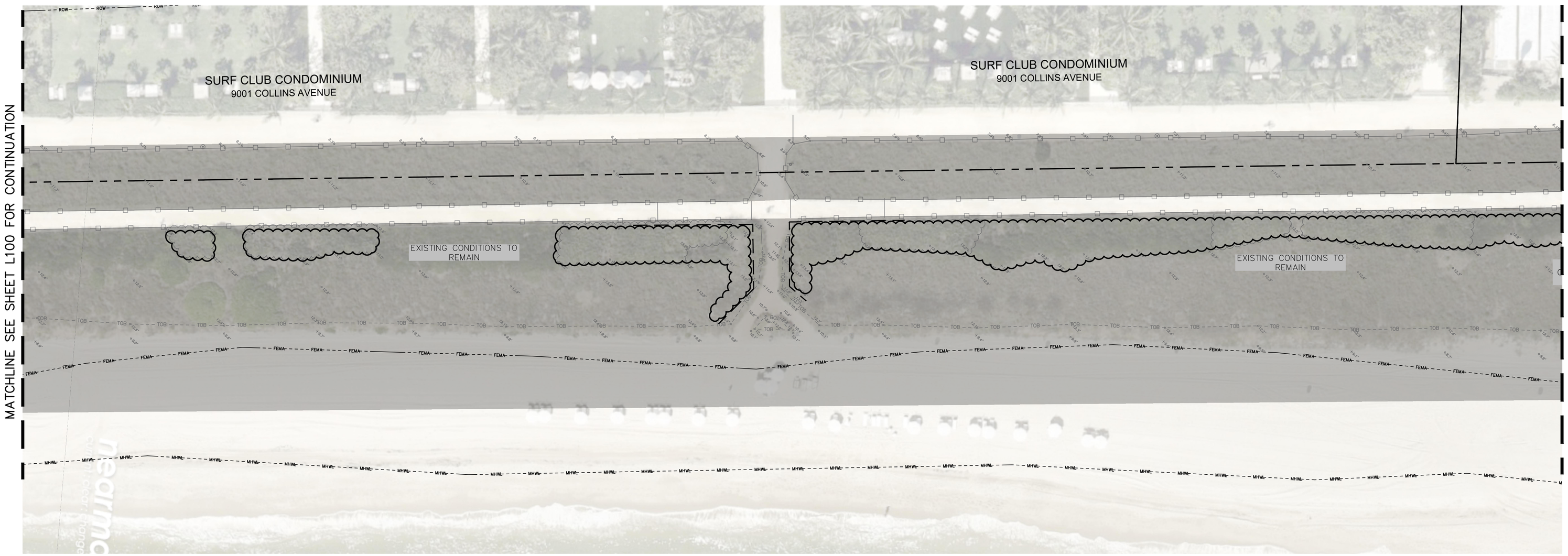

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0 15 30 60

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KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

TREE DISPOSITION PLAN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
L101

Plotted By:Lopez, Luis Sheet Set:Dune Resiliency & Beautification Layout:L101 TREE DISPOSITION PLAN January 05, 2026 01:01:36pm K:\TLH_Civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\L100 - TREE DISPOSITION PLAN.dwg
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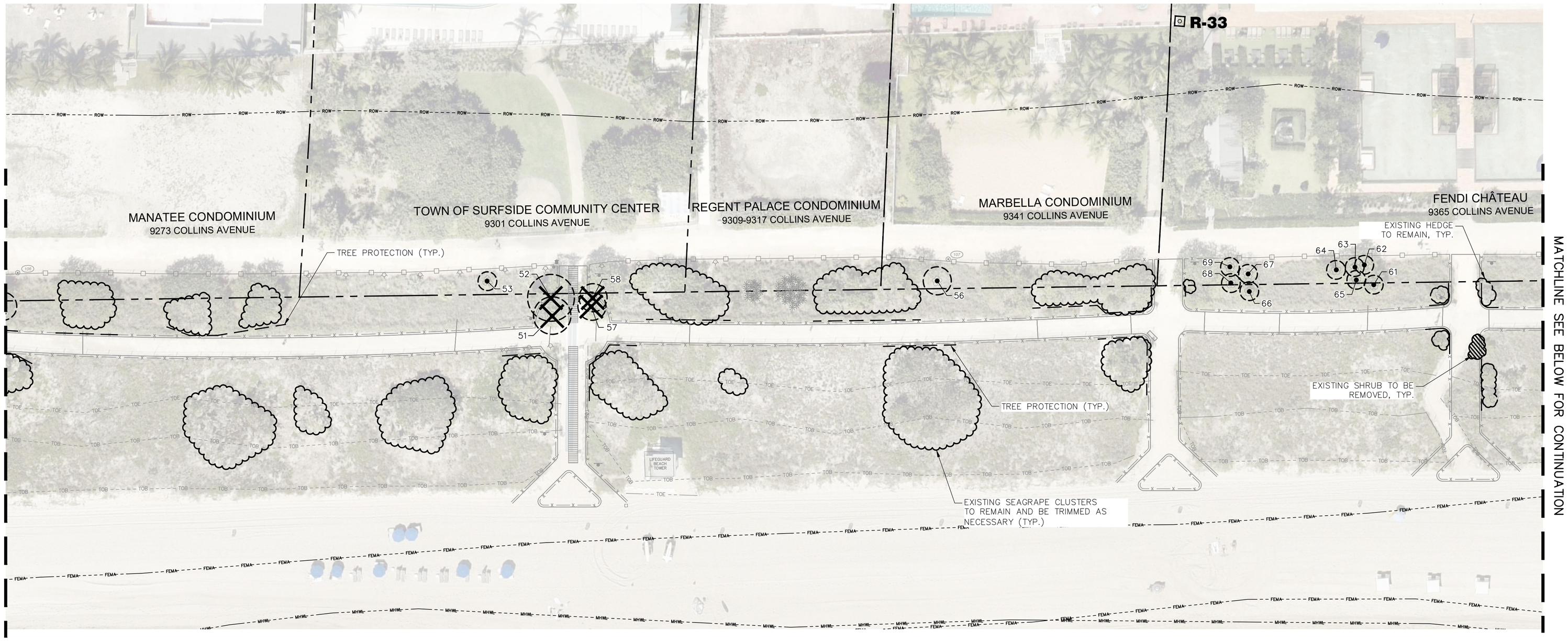

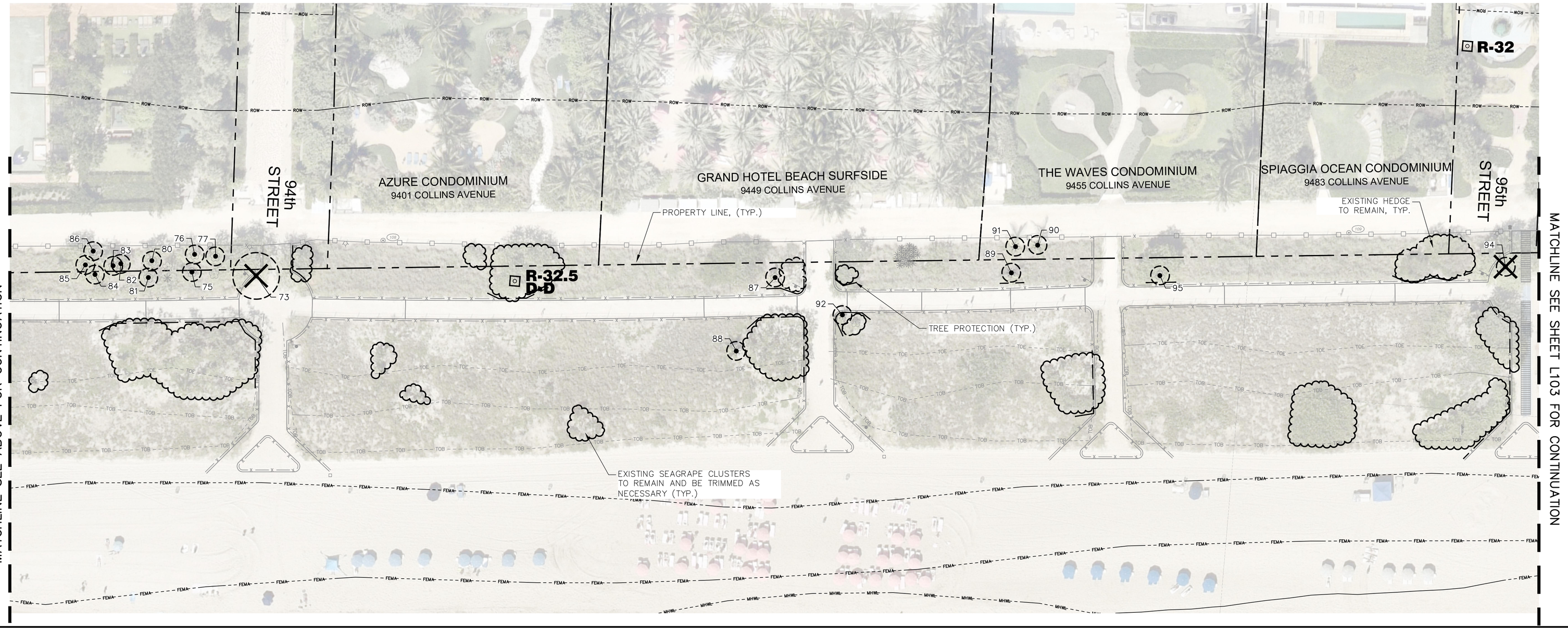

NORTH

GRAPHIC SCALE IN FEET
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- TREE TO BE REMOVED
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SCALE AS SHOWN
DESIGNED BY SV
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CHECKED BY SV

TREE DISPOSITION PLAN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
L102

Plotted By:Lara, Luis Sheet Set:Dune Resiliency & Beautification Layout:L102 TREE DISPOSITION PLAN January 05, 2026 01:01:51pm K:\TU-civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\L100 - TREE DISPOSITION PLAN.dwg
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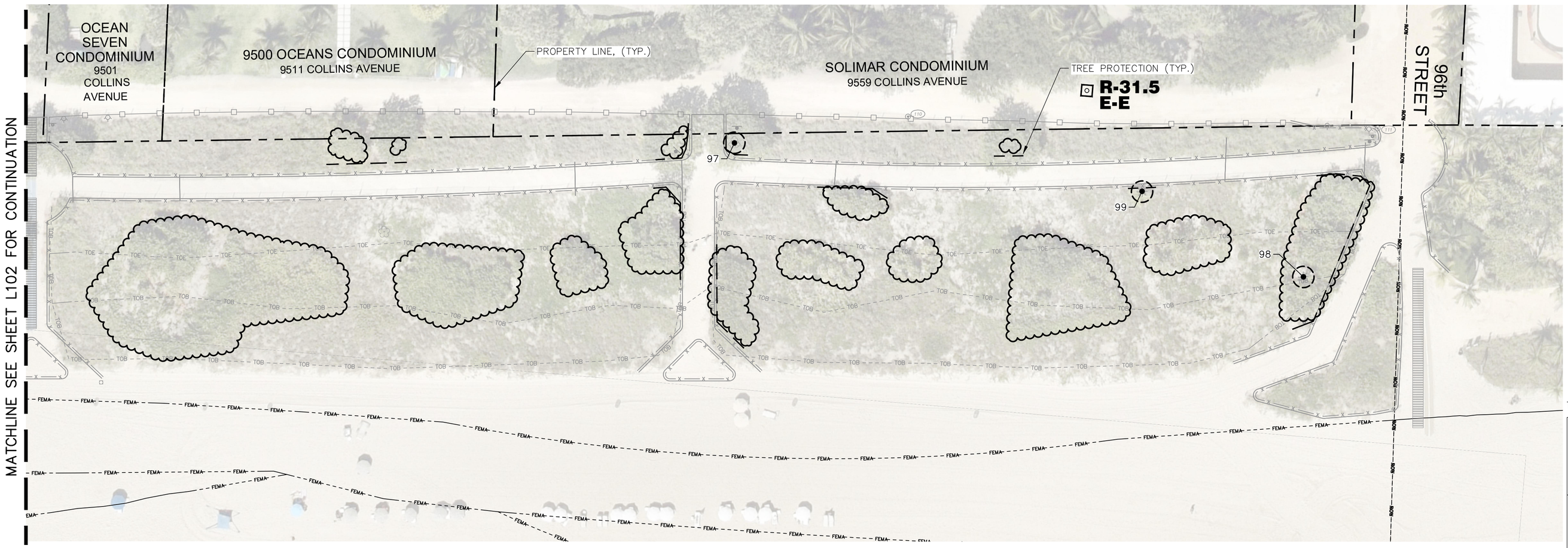

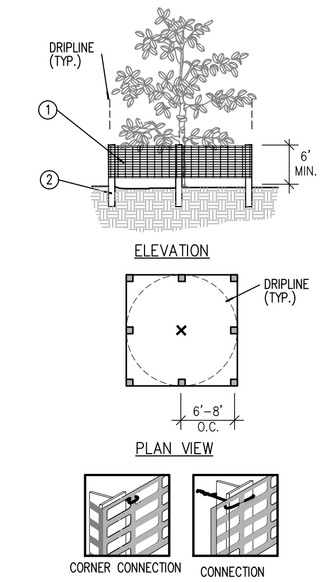

1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/4 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 8' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

A Tree/Shrub Protector
Barrier Detail
NTS

TREE DISPOSITION SUMMARY

TOTAL TREES TO REMAIN	50
TOTAL TREES RELOCATED	2
TOTAL TREES REMOVED	12
TOTAL PALMS TO REMAIN	15
TOTAL PALMS RELOCATED	0
TOTAL PALMS REMOVED	0

KEY:

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- TREE TO BE REMOVED
- TREE TO BE RELOCATED
- TREE TO BE PROTECTED PER DETAIL ON SHEET L103
- VEGETATION CLUSTER TO BE PROTECTED PER DETAIL ON SHEET L103

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

TREE DISPOSITION CHART

COMMON NAME	BOTANIC NAME	DBH(in")	HT(ft')	SPR(ft')	CONDITION	DISPOSITION
1. SEAGRAPE TREE	COCCOLOBA UVIFERA	5"	20'	10'	GOOD	REMOVE
2. SEAGRAPE TREE	COCCOLOBA UVIFERA	6"	20'	10'	GOOD	REMOVE
3. SEAGRAPE TREE	COCCOLOBA UVIFERA	5"	20'	15'	GOOD	REMAIN
4. SEAGRAPE TREE	COCCOLOBA UVIFERA	5"	7'	10'	GOOD	REMAIN
5. SEAGRAPE TREE	COCCOLOBA UVIFERA	6"	7'	10'	GOOD	REMAIN
6. SEAGRAPE TREE	COCCOLOBA UVIFERA	10"	15'	15'	GOOD	REMAIN
7. SEAGRAPE TREE	COCCOLOBA UVIFERA	8"	15'	15'	GOOD	REMAIN
8. SEAGRAPE TREE	COCCOLOBA UVIFERA	7"	15'	10'	GOOD	REMAIN
9. SEAGRAPE TREE	COCCOLOBA UVIFERA	11"	15'	15'	GOOD	REMAIN
11. SEAGRAPE TREE	COCCOLOBA UVIFERA	2 @ 6"	20'	25'	GOOD	REMAIN
12. COCONUT PALM	COCOS NUCIFERA		15'	15'	GOOD	REMAIN
13. COCONUT PALM	COCOS NUCIFERA		25'	20'	GOOD	REMAIN
14. SEAGRAPE TREE	COCCOLOBA UVIFERA	18"	20'	20'	GOOD	REMAIN
15. SEAGRAPE TREE	COCCOLOBA UVIFERA	8"	20'	15'	GOOD	REMAIN
16. SEAGRAPE TREE	COCCOLOBA UVIFERA	11"	20'	15'	GOOD	REMAIN
17. SEAGRAPE TREE	COCCOLOBA UVIFERA	19"	20'	25'	GOOD	RELOCATE
18. SEAGRAPE TREE	COCCOLOBA UVIFERA	6"	5'	5'	GOOD	REMAIN
19. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	10'	5'	FAIR	REMAIN
20. SEAGRAPE TREE	COCCOLOBA UVIFERA	12"	15'	25'	GOOD	REMAIN
21. COCONUT PALM	COCOS NUCIFERA		10'	15'	FAIR	REMAIN
22. COCONUT PALM	COCOS NUCIFERA		7'	10'	FAIR	REMAIN
23. COCONUT PALM	COCOS NUCIFERA		15'	20'	GOOD	REMAIN
25. SEAGRAPE TREE	COCCOLOBA UVIFERA	20"	20'	25'	GOOD	REMAIN
26. SEAGRAPE TREE	COCCOLOBA UVIFERA	2 @ 4"	15'	15'	GOOD	REMOVE
27. SEAGRAPE TREE	COCCOLOBA UVIFERA	9"	15'	15'	GOOD	REMAIN
28. SEAGRAPE TREE	COCCOLOBA UVIFERA	5 @ 2"	20'	15'	GOOD	REMAIN
29. SEAGRAPE TREE	COCCOLOBA UVIFERA	30"	20'	25'	GOOD	REMAIN
30. SEAGRAPE TREE	COCCOLOBA UVIFERA	5 @ 2"	15'	15'	GOOD	REMAIN
31. SEAGRAPE TREE	COCCOLOBA UVIFERA	6 @ 2"	15'	15'	GOOD	REMAIN
32. COCONUT PALM	COCOS NUCIFERA		30'	20'	GOOD	REMAIN
33. SEAGRAPE TREE	COCCOLOBA UVIFERA	11"	20'	15'	GOOD	REMOVE
34. SEAGRAPE TREE	COCCOLOBA UVIFERA	15"	20'	15'	GOOD	REMAIN
35. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	8'	8'	GOOD	REMAIN
36. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	8'	10'	FAIR	REMAIN
37. COCONUT PALM	COCOS NUCIFERA		12'	10'	POOR	REMAIN
38. COCONUT PALM	COCOS NUCIFERA		8'	10'	FAIR	REMAIN
39. SEAGRAPE TREE	COCCOLOBA UVIFERA	24"	15'	25'	FAIR	REMOVE
46. SEAGRAPE TREE	COCCOLOBA UVIFERA	12"	15'	15'	FAIR	REMAIN
47. SEAGRAPE TREE	COCCOLOBA UVIFERA	15"	15'	10'	GOOD	RELOCATE
49. SEAGRAPE TREE	COCCOLOBA UVIFERA	3 @ 2"	7'	10'	FAIR	REMAIN
50. SEAGRAPE TREE	COCCOLOBA UVIFERA	5 @ 5"	25'	30'	GOOD	REMOVE
51. SEAGRAPE TREE	COCCOLOBA UVIFERA	8"	15'	20'	GOOD	REMOVE
52. SEAGRAPE TREE	COCCOLOBA UVIFERA	13"	20'	25'	GOOD	REMOVE
53. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	6'	10'	FAIR	REMAIN
54. SEAGRAPE TREE	COCCOLOBA UVIFERA	12"	15'	15'	FAIR	REMAIN
55. SEAGRAPE TREE	COCCOLOBA UVIFERA	20"	15'	20'	FAIR	REMAIN
56. SEAGRAPE TREE	COCCOLOBA UVIFERA	8"	15'	10'	FAIR	REMAIN
57. SEAGRAPE TREE	COCCOLOBA UVIFERA	7"	20'	10'	FAIR	REMOVE
58. SEAGRAPE TREE	COCCOLOBA UVIFERA	5"	15'	15'	GOOD	REMOVE
61. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	15'	10'	GOOD	REMAIN
62. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	15'	10'	GOOD	REMAIN
63. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	15'	10'	GOOD	REMAIN
64. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	15'	10'	GOOD	REMAIN
65. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	15'	10'	GOOD	REMAIN
66. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	15'	10'	FAIR	REMAIN
67. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	15'	10'	FAIR	REMAIN
68. SEAGRAPE TREE	COCCOLOBA UVIFERA	3"	15'	10'	FAIR	REMAIN
69. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	15'	10'	GOOD	REMAIN
73. SEAGRAPE TREE	COCCOLOBA UVIFERA	14"	20'	25'	GOOD	REMOVE
75. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	10'	10'	FAIR	REMAIN
76. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
77. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
80. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
81. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
82. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
83. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
84. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
85. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
86. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	12'	10'	GOOD	REMAIN
87. SEAGRAPE TREE	COCCOLOBA UVIFERA	4"	10'	15'	GOOD	REMAIN
88. COCONUT PALM	COCOS NUCIFERA		12'	15'	GOOD	REMAIN
89. COCONUT PALM	COCOS NUCIFERA		15'	15'	GOOD	REMAIN
90. COCONUT PALM	COCOS NUCIFERA		20'	12'	GOOD	REMAIN
91. COCONUT PALM	COCOS NUCIFERA		20'	15'	GOOD	REMAIN
92. COCONUT PALM	COCOS NUCIFERA		12'	12'	FAIR	REMAIN
94. SEAGRAPE TREE	COCCOLOBA UVIFERA	5 @ 8"	20'	20'	GOOD	REMOVE
95. SEAGRAPE TREE	COCCOLOBA UVIFERA	3 @ 10"	25'	30'	GOOD	REMAIN
97. SEAGRAPE TREE	COCOLOBA UVIFERA	4 @ 8"	15'	15'	GOOD	REMAIN
98 COCONUT PALM	COCOS NUCIFERA		20'	15'	GOOD	REMAIN
99. COCONUT PALM	COCOS NUCIFERA		10'	8'	GOOD	REMAIN

EXISTING TREE – PRUNING NOTES:

1. TREE PRUNING WORK MUST BE PERFORMED BY OR DIRECTLY SUPERVISED BY AN ISA CERTIFIED ARBORIST.
2. CONTRACTOR SHALL HOLD A PRE–PRUNING CONFERENCE WITH THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING PRUNING OPERATIONS.
3. PRUNE TREES PER ANSI A300 FOR THE FOLLOWING:
   - 3.1. MAINTENANCE – TO MAINTAIN OR IMPROVE THE TREE'S HEALTH AND STRUCTURE
   - 3.2. HAZARD REDUCTION – TO REMOVE DEAD LIMBS OR OTHER VISIBLE HAZARDS FROM THE TREE CANOPY
   - 3.3. CROWN CLEANING – TO SELECTIVELY REMOVE DEAD, DYING OR DISEASED BRANCHES, WEAK BRANCHES, AND SUCKER SPROUTS.
   - 3.4. VISTA PRUNING – TO SELECTIVELY THIN FRAMEWORK LIMBS WITHIN THE CROWN TO ALLOW FOR VIEWS THROUGH THE TREE
   - 3.5. CROWN RESTORATION – TO IMPROVE THE STRUCTURE, FORM, AND APPEARANCE OF A TREE THAT HAS BEEN DAMAGED, HEADED, OR VANDALIZED

EXOTIC AND INVASIVE SPECIES NOTE:

CONTRACTOR TO REMOVE ALL EXISTING EXOTIC AND INVASIVE SPECIES WHEN ENCOUNTERED.

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TREE DISPOSITION PLAN

DUNE RESILIENCY & BEAUTIFICATION
PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
L103

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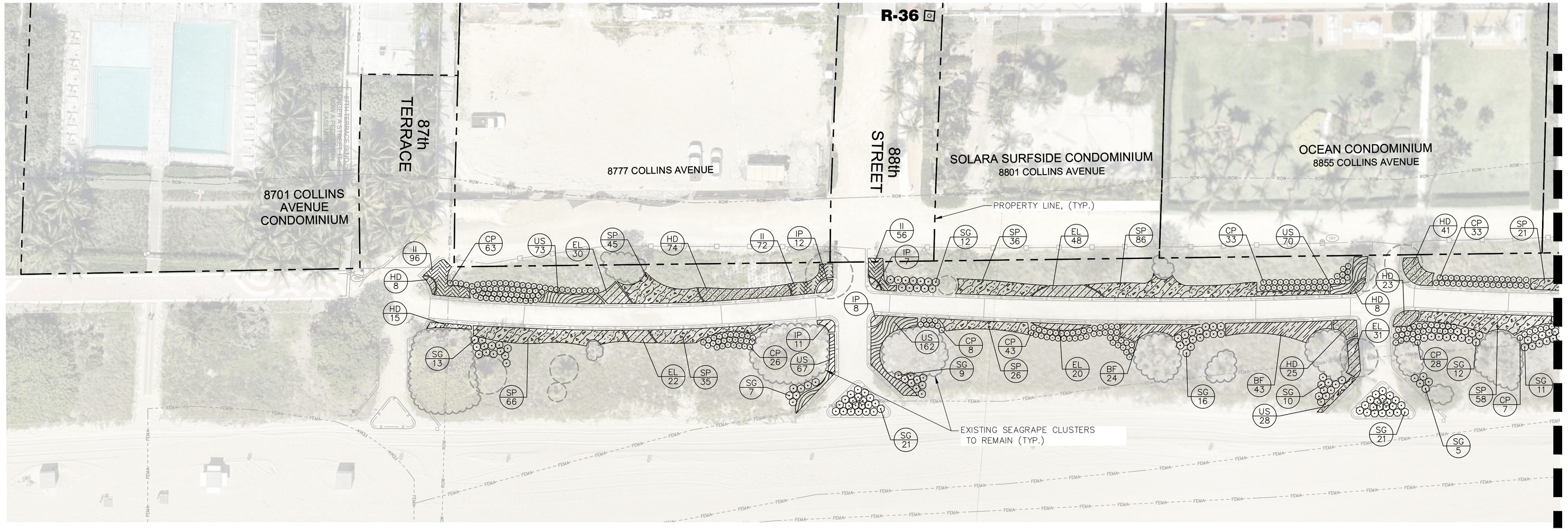

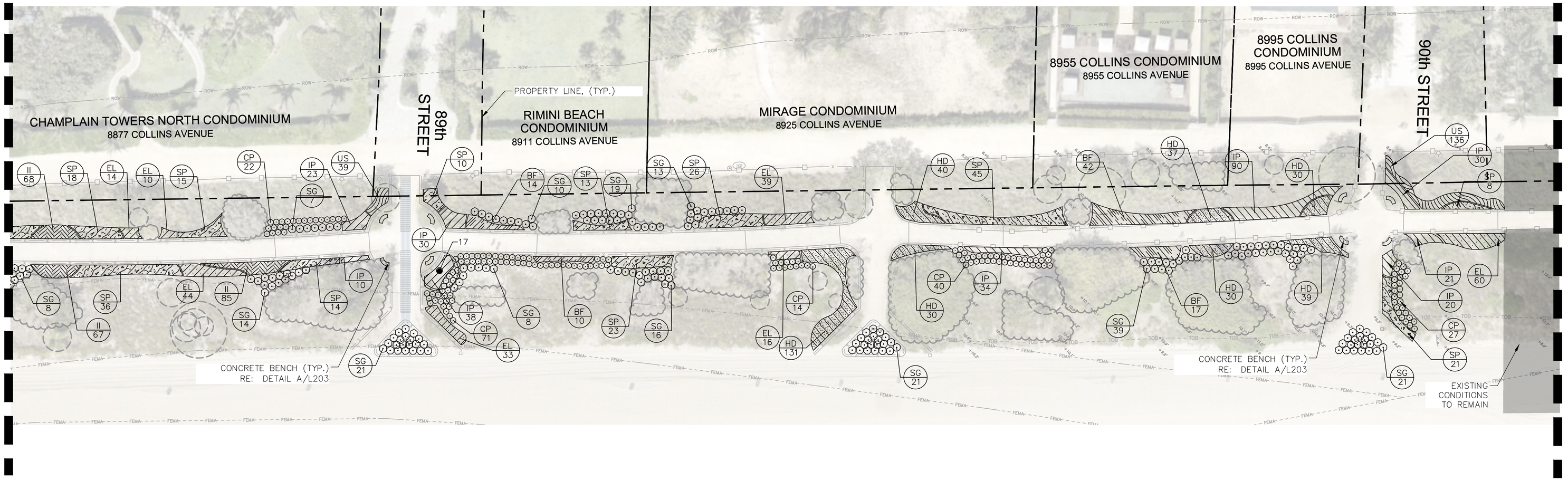

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

PLANT SCHEDULE

SYMBOL	COMMON NAME
TREES	
	Sea Grape
SHRUBS	
	Red Tip Coco Plum
	Sea Grape
SHRUB AREAS	
	Bush Seaside Tansy
	Saltmeadow Cordgrass
GROUND COVERS	
	Golden Creeper
	Dune Sunflower
	Seaside Elder
	Beach Morning Glory
	Sea Oats

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LICENSED PROFESSIONAL
TRICIA C. RICHTER, PLA
FLORIDA LICENSE NUMBER LA#6667244
DATE: 08/19/2024

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

LANDSCAPE PLAN

DUNE RESILIENCY & BEAUTIFICATION
PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
L200

Plotted By:Lara, Luis Sheet Set:Dune Resiliency & Beautification Layout:L200 LANDSCAPE PLAN January 05, 2026 01:02:28pm K:\TL_civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\L200 LANDSCAPE PLAN.dwg
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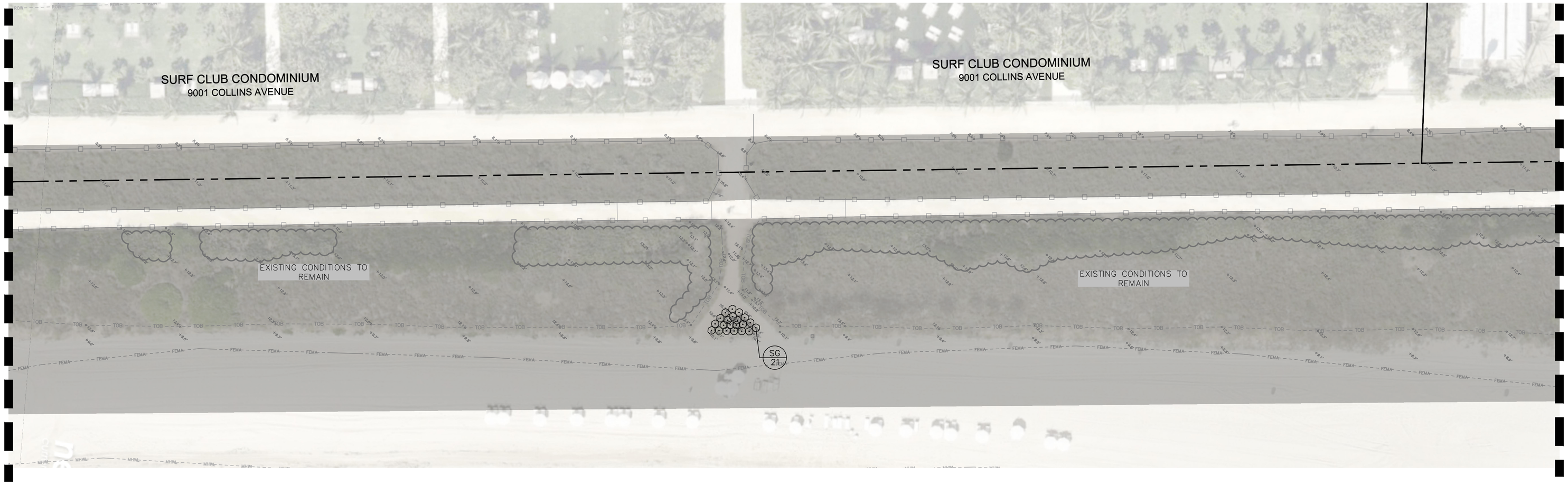

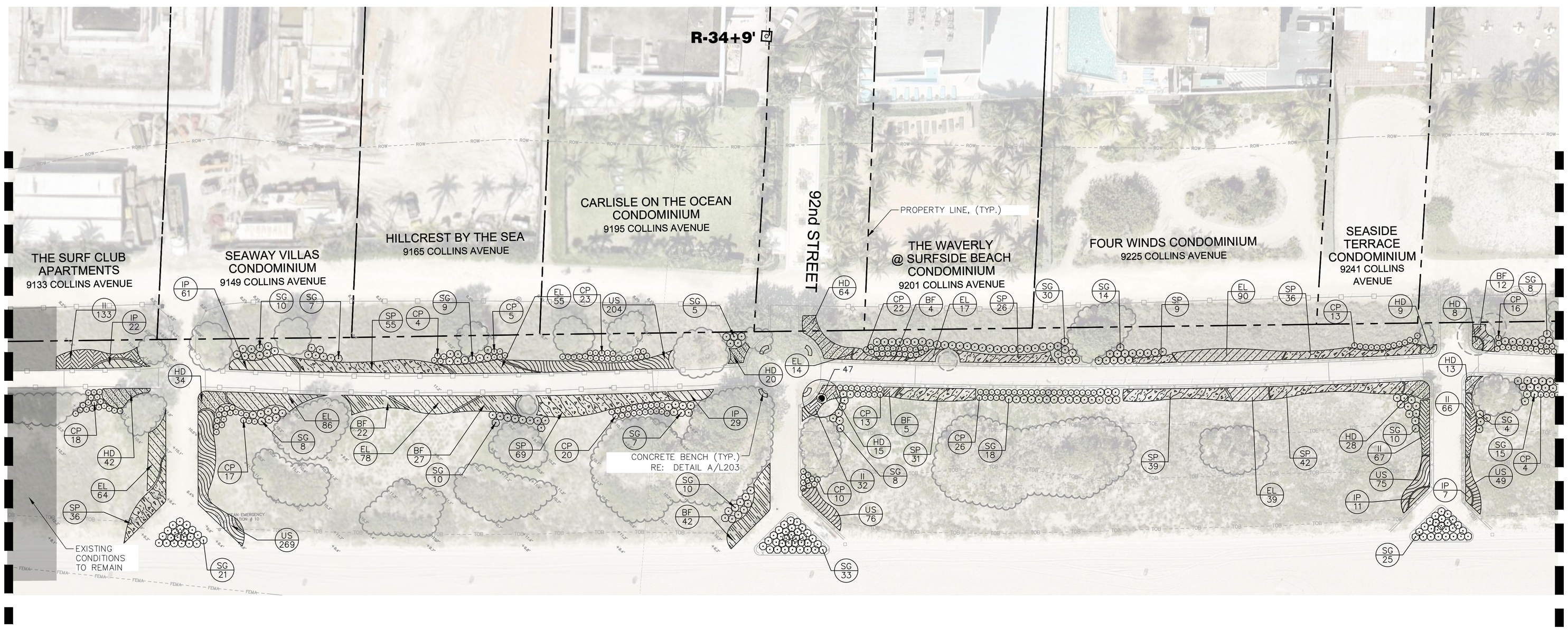

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

PLANT SCHEDULE

SYMBOL	COMMON NAME
TREES	
	Sea Grape
SHRUBS	
	Red Tip Coco Plum
	Sea Grape
SHRUB AREAS	
	Bush Seaside Tansy
	Saltmeadow Cordgrass
GROUND COVERS	
	Golden Creeper
	Dune Sunflower
	Seaside Elder
	Beach Morning Glory
	Sea Oats

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29. TO CONVERT ELEVATIONS TO NAVD88, SUBTRACT 1.55'.

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LANDSCAPE PLAN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
L201

Plotted By:Lara, Luis Sheet Set:Dune Resiliency & Beautification Layout:L201 LANDSCAPE PLAN January 05, 2026 01:02:47pm K:\tti_civil\143_Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\L200 - LANDSCAPE PLAN.dwg
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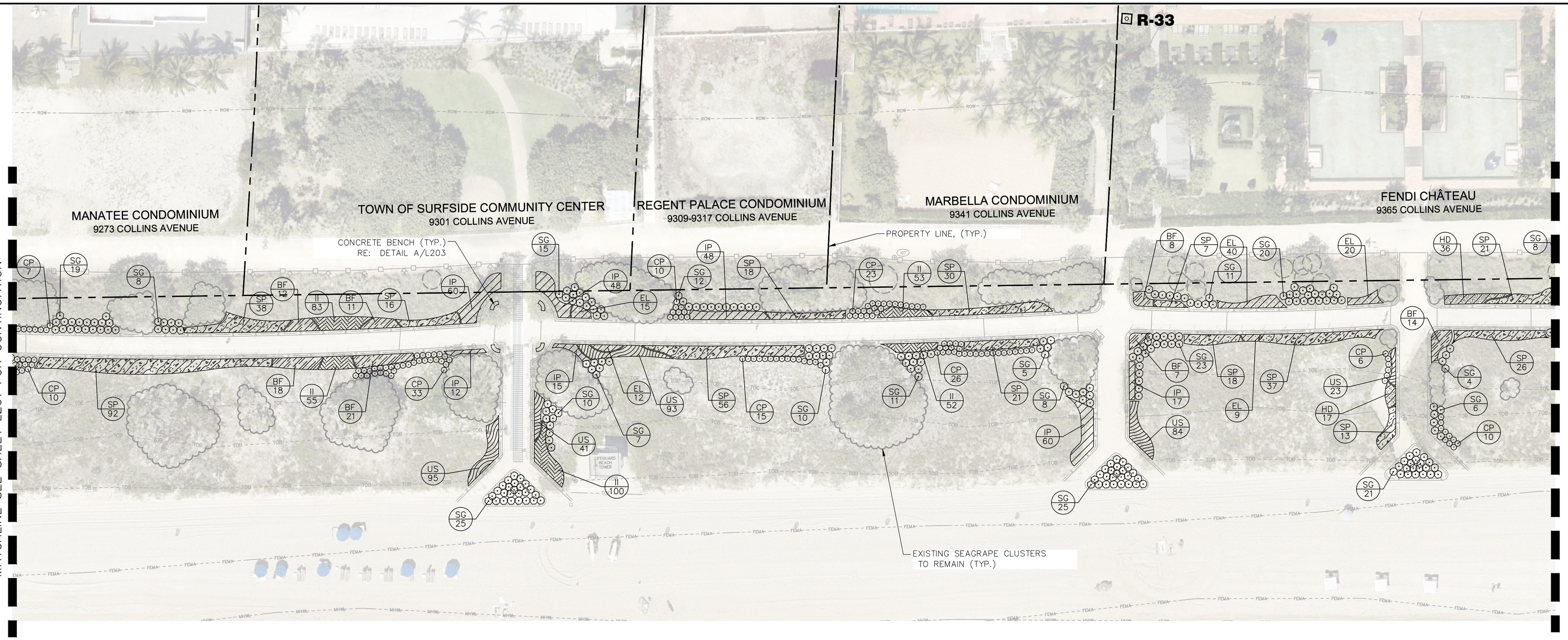

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

PLANT SCHEDULE

SYMBOL	COMMON NAME
TREES	
	Sea Grape
SHRUBS	
	Red Tip Coco Plum
	Sea Grape
SHRUB AREAS	
	Bush Seaside Tansy
	Saltmeadow Cordgrass
GROUND COVERS	
	Golden Creeper
	Dune Sunflower
	Seaside Elder
	Beach Morning Glory
	Sea Oats

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LANDSCAPE PLAN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NUMBER
L202

Plotted By:Lopez, Luis Sheet Set:Dune Resiliency & Beautification Layout:L202 LANDSCAPE PLAN January 05, 2026 01:03:02pm K:\tlh_civil\143 Jobs\143332004 surfside dune resiliency and beautification\CAD\plansheets\L200 LANDSCAPE PLAN.dwg
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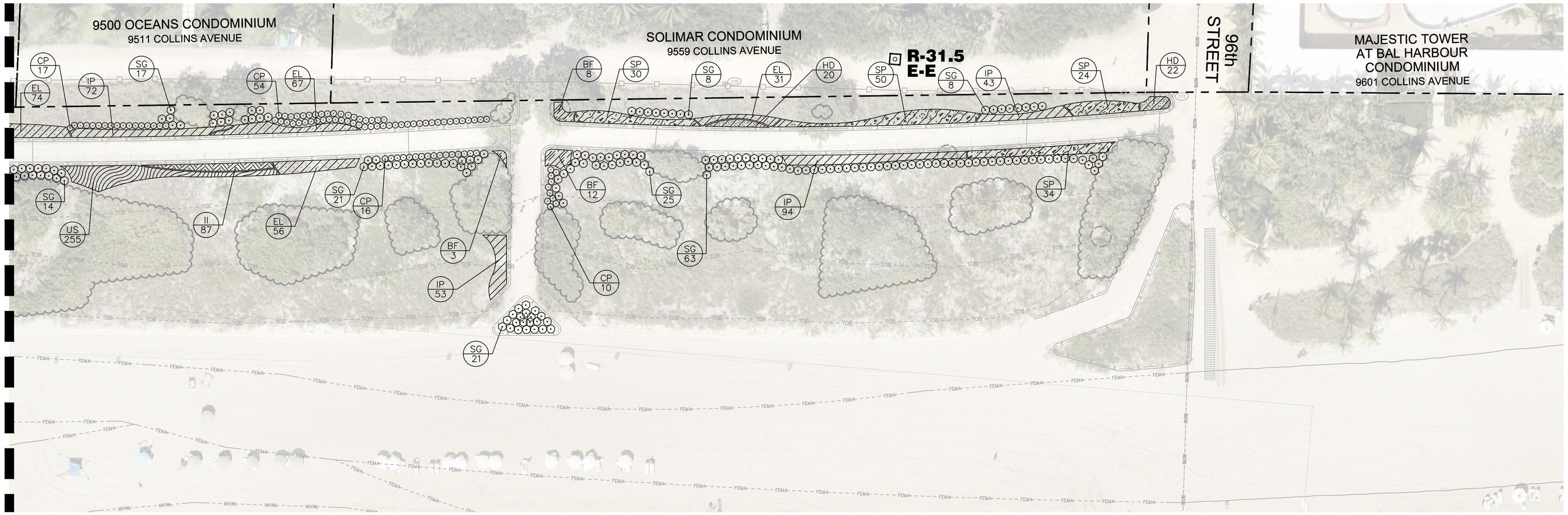

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	QTY
TREES						
CUR	Coccoloba uvifera	Sea Grape	Relocated			2

CODE	BOTANICAL NAME	COMMON NAME	CONT	O.C.	SIZE	QTY
SHRUBS						
CP	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	Cont.	36" O.C.	24"x24"	953
SG	Coccoloba uvifera	Sea Grape	Cont.	48" O.C.	18"x18"	1,286
SHRUB AREAS						
BF	Borrichia frutescens	Bush Seaside Tansy	Cont.	36" O.C.	10" HT	619
SP	Spartina patens	Saltmeadow Cordgrass	Cont.	36" O.C.	18" HT	1,776
GROUND COVERS						
EL	Ernodea littoralis	Golden Creeper	Cont.	30" OC	12"x12"	1,417
HD	Helianthus debilis	Dune Sunflower	Cont.	24" O.C.	10" HT	993
II	Iva imbricata	Seaside Elder	Cont.	30" OC	18" HT	1,473
IP	Ipomoea pes-caprae	Beach Morning Glory	Cont.	24" O.C.	6" HT	1,191
US	Uniola paniculata	Sea Oats	Cont.	24" O.C.	18" HT	2,086

BENCH

MANUFACTURER: WAUSAU TILE
WAUSAUTILE.COM

MODEL: 6' RADIUS CONCRETE BENCH
TF5116

COLOR/FINISH TO BE SELECTED BY OWNER'S REPRESENTATIVE FROM MANUFACTURER'S FULL RANGE.

ESTIMATED QTY: 24

(A) CONCRETE BENCH

PLANTING NOTES:

1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
7. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

TREE RELOCATION GENERAL NOTES

1. TREES SHALL BE RELOCATED ONCE FROM THEIR PRESENT LOCATION TO A DESIGNATED LOCATION PER THE DIRECTION OF THE PROJECT ENGINEER WHO SHALL DETERMINE THE EXACT LOCATION FOR EACH RELOCATED TREE. RELOCATION ACTIVITIES WILL INCLUDE PLANTING ON SLOPES AND/OR LEVEL GRADE.
2. AN ISA – CERTIFIED ARBORIST OR A CERTIFIED LANDSCAPE CONTRACTOR CERTIFIED BY THE FLORIDA NURSERYMEN AND GROWERS ASSOCIATION SHALL PERFORM AND MONITOR ALL TREE ROOT PRUNING AND RELOCATION ACTIVITIES.
3. LANDSCAPE SPECIFICATIONS PROVIDED IN THIS CONSTRUCTION SET SHALL APPLY TO ALL RELOCATED TREES.
4. CONTRACTOR SHALL STAKE AND GUY ALL TREES AT THE TIME OF RELOCATION AS PER DETAILS PROVIDED IN THIS CONSTRUCTION SET. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND/OR REPAIR OF STAKING AND GUYING DURING THE WARRANTY PERIOD. ALL TREES SHALL BE BRACED AT LEAST ONE (1) YEAR OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
5. SOIL BACKFILL FOR THE INSTALLATION OF TREES, PALMS, SHRUBS, AND GROUND COVERS SHALL BE UNIFORM MIX OF 25% WELL-ROTTED COMPOST, 25% TOPSOIL, AND 50% CLEAN, WEED-FREE LOOSENED NATIVE SOIL BACKFILL.
6. CONTRACTOR SHALL SUBMIT MANUFACTURERS CERTIFIED ANALYSIS FOR SOIL AMENDMENTS TO THE OWNER'S REPRESENTATIVE.
7. CONTRACTOR SHALL PAY TO HAVE THE BACKFILL LAB TESTED IF REQUESTED BY THE OWNER'S REPRESENTATIVE. NON-SOLUBLE WETTING AGENT SHALL BE ADDED TO THE BACKFILL PER THE MANUFACTURER'S SPECIFICATIONS.

LANDSCAPE WATERING AND FERTILIZING SPECIFICATIONS AND NOTES

A. SCOPE OF WORK
1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AND AS HEREIN SPECIFIED.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS FROM THE DAY OF PLANTING UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR AT THE END OF THE ENTIRE PROJECT, WHICHEVER OCCURS FIRST.

B. PROTECTION OF EXISTING STRUCTURES
ALL EXISTING FENCING, SILT FENCE, GATES, SIGNS, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. WATER
1. 180 DAYS OF WATER MONITORING SHALL BE SCHEDULED FOR ALL PLANTINGS UNDER THIS CONTRACT.
2. IF SITE EXPERIENCES DROUGHT OR IF RAINFALL DOES NOT ACCUMULATE 2" PER WEEK DURING THE MONITORING PERIOD, HAND WATERING WILL BE NECESSARY.
3. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER (MEETING THE ABOVE STANDARD) FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER. SUITABLE WATER MAY BE AVAILABLE IN THE ADJACENT CANAL – COORDINATE WITH OWNER FOR PERMISSIONS.
4. WATERING PROJECT PLANTINGS MAY BE ACHIEVED BY WATER TRUCK OR BY TEMPORARY IRRIGATION SYSTEM, WHICH MUST BE REMOVED AT THE END OF THE MAINTENANCE PERIOD.
5. CONTRACTOR SHALL SUPPLEMENT RAINFALL BY HAND-WATERING AND DOCUMENT WATERING EFFORTS THROUGH RAINFALL DATA AND MONITORING RECORDS.
6. FOR BIDDING PURPOSES, FOLLOW THE SCHEDULE BELOW:

DAY 1: WATER IN PLANTINGS PER SPECS.
DAY 2-30: 1/2" OF WATER EACH DAY FOR MON, TUES, WED, THURS, SATURDAY
DAY 31-90: 1/2" OF WATER EACH DAY FOR MON, WED, SATURDAY
DAY 91-180: 1/2" OF WATER EACH DAY FOR WED, SAT

E. PLANT MATERIAL MAINTENANCE
ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, TREATING FOR FUNGUS/INSECTS, FERTILIZING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

CONTRACTOR SHALL MAINTAIN PLANTINGS FOR A PERIOD OF 180 DAYS, INCLUDING WATERING AT THE MAXIMUM ALLOWABLE UNDER THEN-CURRENT WATERING CONDITIONS. CONTRACTOR TO SUBMIT WATERING SCHEDULE AT THE PRE-CONSTRUCTION MEETING TO ESTABLISH A BASELINE AND EXPECTATION FOR WATERING.

F. PRE-EMERGENT HERBICIDE TO BE APPLIED TO ALL BEDS PRIOR TO INSTALLING ANY PLANT MATERIAL. SUBMIT PRODUCT DATA AND APPLICATION RATE FOR APPROVAL. CITY REPRESENTATIVE MUST BE PRESENT DURING APPLICATION.

G. SELECTIVE POST-EMERGENT HERBICIDE IS TO BE APPLIED TO ALL BEDS AFTER TO INSTALLING ALL PLANT MATERIAL. SUBMIT PRODUCT DATA, APPLICATION SCHEDULE, AND APPLICATION RATE FOR APPROVAL. CITY REPRESENTATIVE MUST BE PRESENT DURING APPLICATION.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

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SHEET NUMBER
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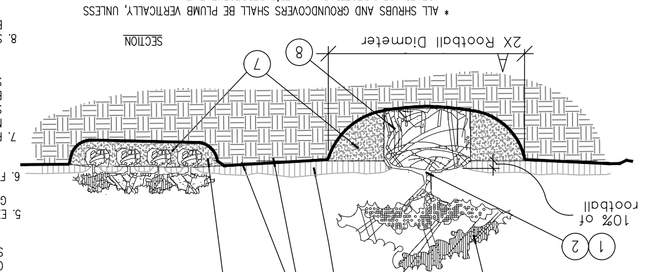
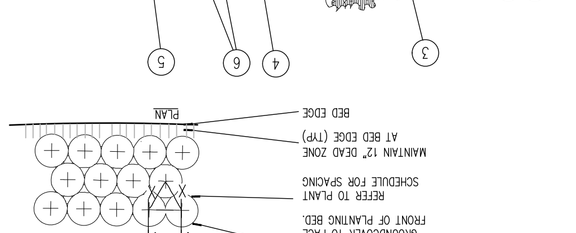
A Shrub / Groundcover Planting

PLAN/SECTION — NTS



NOTES:

1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
3. PRUNE ALL DEAD SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
4. 3" MINIMUM MULCH AS SPECIFIED - DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE "WATER RINGS". ONLY COVER SIDES OF ROOTBALL WITH MULCH.
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: MEDIUM GROUND- COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.

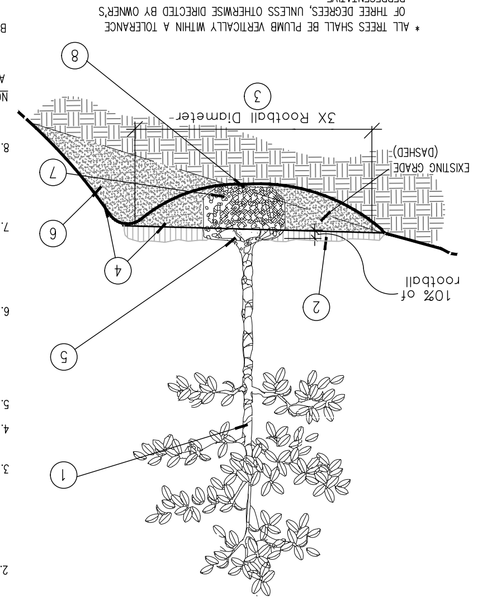


NOTES:

1. TREES, PALMS, AND LARGE SHRUBS (15 GAL OR GREATER) SHALL BE PLANTED IN SIMILAR MANNER
2. 3" MINIMUM OF MULCH AS SPECIFIED, WHERE TREES ARE PLACED IN SOD, MULCH RING EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW/ WIDE PLANT HOLE. TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE - LANDSCAPE SOIL.
5. FIND TOP-MOST ROOT ON ROOTBALL. POSITION ROOTBALL SO THIS TOP ROOT IS 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL.
6. REMOVE SOIL SO THAT TOP OF REMOVE IS JUST BELOW THE TOP 10% OF THE TOP OF THE ROOTBALL. SLOPE DOWNHILL PORTION OF REMOVE AS REQUIRED TO MEET EXISTING GRADE.
7. B & B OR CONTAINER REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL. (SEE SPECIFICATIONS FOR OTHER ROOT BALL REQUIREMENTS)
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:

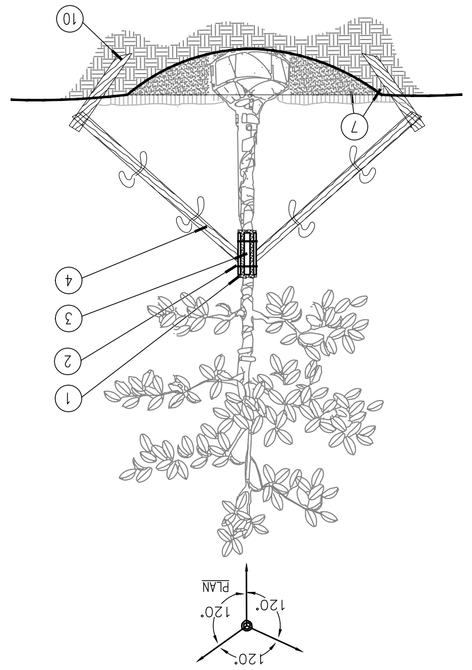
A. CONTRACTOR SHALL ASSURE PENETRATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET



• ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

B Large Tree Staking - 100 Gal + or B&B 4" +

SECTION — NTS



NOTES:

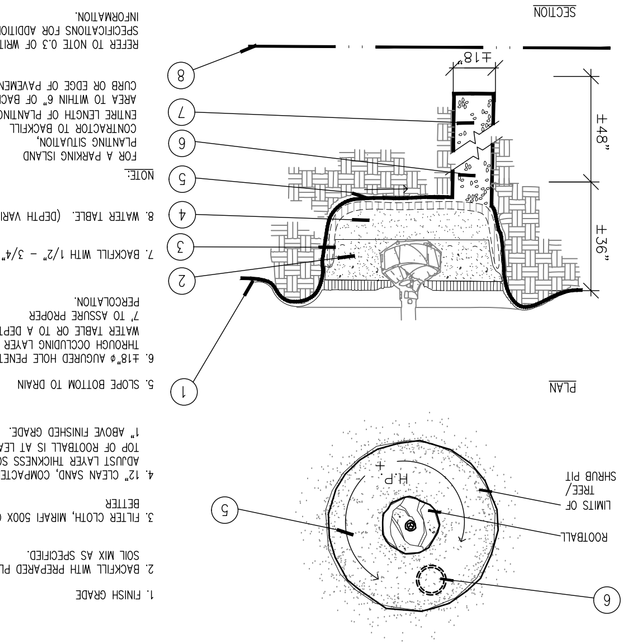
A. ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
C. ALTERNATE TREE ANCHORING SYSTEMS MAY BE SUBSTITUTED FOR WOOD STAKING SYSTEM UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE
D. RUBBER HOSE/WIRE SYSTEMS ARE NOT ALLOWED.

1. FIVE (5) LAYERS OF BURLAP TO PROTECT TRUNK
2. TWO STEEL BANDS TO SECURE BATTENS
3. FIVE 2 X 4 X 18'L WOOD BATTENS
4. THREE (3) 2" X 8" LOOSE POLES DRILL USING CALVANIZED SCREWS TO BATTENS AND 2" X 4" STAKES, NO SCREWS SHALL PENETRATE TREE. FLAG AT MIDPOINT AND AT BASE.
5. 10 2" x 4" x 2' (MIN). P.T. WOOD STAKES BURIED 2" BELOW FINISHED GRADE.
7. FINISHED GRADE (SEE GRADING PLAN)

PRE-APPROVED SYSTEMS:
•BROOKS TREE BRACE SYSTEM
•ARBOR TIE TREE BRACING

C Poor Drainage Condition

PLAN/SECTION — NTS



1. FINISH GRADE
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER
4. 12" CLEAN SAND, COMPACTED TO OF ROOTBALL IS AT LEAST 1' ABOVE FINISHED GRADE.
5. SLOPE BOTTOM TO DRAIN
6. #18"ø ADJUSTED HOLE PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
7. BACKFILL WITH 1/2" - 3/4" GRAVEL.
8. WATER TABLE. (DEPTH VARIES)

NOTE:

PLANTING STRUCTURE FOR A PARKING ISLAND
CONTRACTOR TO BACKFILL PLANTING STRUCTURE WITH ENTIRE LENGTH OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR EDGE OF PAVEMENT.

REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION.

D Planting on a Slope

SECTION — NTS

• ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

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LANDSCAPE DETAILS

KHA PROJECT 143332004
DATE FEB 2025
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

LICENSED PROFESSIONAL
TRICIA C. RICHTER, PLA
FLORIDA LICENSE NUMBER LA#6667244
DATE 08/19/2024

Kimley»Horn
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No.	REVISIONS	DATE	BY
1	BID SET REVISION	11/04/2025	SV

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

MATERIALS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL. UPON SUBMITTALS' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SUBMITTAL
MULCH	PRODUCT DATA
TOPSOIL MIX	AMENDMENT MIX/ PRODUCT DATA/ TEST RESULTS
PLANTS	PHOTOGRAPHS OF ONE (1) OF EACH SPECIES (OR TAGGED IN NURSERY) CLIENT-REQUESTED TAGGING MAY SUBSTITUTE PHOTOS. INDICATE SIZES (HEIGHT/WIDTH) AND QUALITY PER SPEC.
FERTILIZER	PRODUCT DATA
INNOCULANT	PRODUCT DATA
HERBICIDE	PRODUCT DATA
STAKING/GUYING	FOR ALTERNATE TO DETAILS: SEND PRODUCT DATA, DETAIL

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF 20% CLEAN FLORIDA MUCK AND 80% PARTS CLEAN SAND. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 – SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.

2. MUCK (OR MUCKY PEAT) FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, AND OF A VERY HIGH ORGANIC CONTENT DERIVED FROM FLORIDA SOURCES; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.

3. SAND FOR USE IN PREPARING SOIL MIXTURE SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.

4. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE – AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

5. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY – REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY – REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). TYPE OF MATERIAL: "FLORIMULCH" OR SHREDDED, STERILE EUCALYPTUS MULCH

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL – 811 – TO LOCATE UTILITIES.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND ADEQUATE PERCOLATION CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE , PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES, METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER PERCOLATION. IF POOR PERCOLATION EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" TO ACHEIVE SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.

17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED – REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE:

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST-PER-MONTH BASIS.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

U. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL 7 GALLON AND LARGER PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.

4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

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No.	REVISIONS	DATE	BY
1	BID SET REVISION	11/04/2025	SV

Kimley»Horn
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8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

Attachment D
FDEP Joint Coastal Permit No. 0445317-001-JC

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

AGENT:
Kimley Horn
Attn: Shelby Oenbrink
445 24th Street Suite 200
Vero Beach, FL 32960
Shelby.Oenbrink@kimley-horn.com

PERMIT INFORMATION:
Permit Number: 0445317-001-JC

Project Name: Surfside Dune Restoration

County: Miami-Dade

Issuance Date: June 16, 2025

Expiration Date: June 16, 2040

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 which includes consideration of the provisions contained in Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

PROJECT DESCRIPTION:

The project is to increase the existing dune crest height by 2 feet throughout the project area extending from 96th Street to 88th Street within the Town of Surfside using beach compatible material obtained from upland sources. The design template includes a maximum dune crest elevation of +13.5 feet NAVD, a dune crest width of 30 feet, a seaward slope of 3:1 (vertical: horizontal, V:H), and a landward slope of 1:6 (V:H).

PROJECT LOCATION:

The dune restoration project is located between Department Monuments R-31.54 and R-36, in the Town of Surfside, Miami-Dade County, Section 35, Township 52 South, Range 42 East, Atlantic Ocean, Class III Waters.

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

The Department has also determined that the dune restoration activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

WATER QUALITY CERTIFICATION:

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work that is outlined in the Project Description and Project Location of this permit and as shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions,**

General Consent Conditions, Specific Conditions, and attached Plans which are a binding part of this permit and authorization. Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.

2. If, for any reason, the permittee does not comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.

4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

6. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on

property which is not owned or controlled by the permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.

7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

8. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

9. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall electronically submit to the Department, by email at JCPCompliance@dep.state.fl.us, and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.

10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the permittee shall electronically submit to the Department, by email at JCPCompliance@dep.state.fl.us, and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and

elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at JCPCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

7. Structures or activities shall not create a navigational hazard.

8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.

10. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS

1. Unless otherwise specified in the specific conditions of this permit, all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

   Department of Environmental Protection
   Office of Resilience and Coastal Protection
   Attn: JCP Compliance Officer
   2600 Blair Stone Road, Mail Station 3544
   Tallahassee, FL 32399-2400

2. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas with benthic biological resources is also prohibited.

3. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.

4. ***Pre-Construction Submittals***. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 45 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:

a. An electronic copy of detailed ***final construction plans and specifications*** for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.

b. ***Turbidity Monitoring:*** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by an individual familiar with beach construction techniques and turbidity monitoring. This individual shall have authority to alter construction techniques or shut down the beach construction operations if turbidity levels exceed the compliance standards established in this permit. The names, and contact information of those individuals performing these functions shall be provided.

c. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 9 through 19. This documentation shall include the following:

   i. *Marine Turtle Protection:* A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.

   ii. *Shorebird Protection:* A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.

d. A detailed ***Physical Monitoring Plan*** subject to review by the Department. *Note: Any updates and/or changes to Approved Physical Monitoring Plans are subject to review and approval via a permit modification by the Department.*

e. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological

Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a permit modification may be required prior to construction to include those additional conditions.

f. Documentation confirming that the approved upland source is currently producing the quantity and quality of the authorized sand product required for the upcoming event, as required by Specific Condition 8.

5. ***Pre-Construction Conference.*** **After all items required by a through f above have been submitted to the Department,** the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, JCP Compliance Officer
e-mail: JCPCompliance@dep.state.fl.us

FWC Imperiled Species Management Section
e-mail: marineturtle@myfwc.com

FWC Regional Biologist
See Contact list for phone numbers (http://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts)

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC, at marineturtle@myfwc.com, indicating the actual start date and the expected completion date. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

6. Sediment quality shall be assessed as outlined in the upland Sediment QA/QC Plan (as appropriate for the source), dated August 12, 2024 (attached). Placement of material that is not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing result shall be submitted to the Department within 90 days following the completion of beach construction. The following requirements are included in the Sediment QA/QC Plan:

    a. If, during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.

    b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.

    c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the Department within 7 days following completion of remediation activities.

7. The non-shelly sand product from Jahana Industries Ortona - Beach Sand C, Vulcan Materials Witherspoon Sand Plant, Garcia Company Light Brown Beach Sand, Cemex Davenport Mine Medium Fine Beach Sand, Stewart Materials Stockpile - Beach SAND was reviewed and approved for use in this project. Any additional upland sand sources will have to be requested for review through the permit modification process.

8. Prior to each construction event, the Permittee (or Permittee's Representative) shall submit documentation confirming that the authorized upland sand source(s) is currently producing both the quantity and quality of the authorized sand product(s) to meet the needs of the upcoming event. The documentation shall be signed and sealed by a Registered Professional in the State of Florida (i.e., a P.E. or P.G.) and shall indicate the name(s) of the product(s), the upland sand source(s) and the approximate volume (per product per source) needed for the upcoming event. The Permittee shall submit the documentation to the Department as a preconstruction submittal item no later than 30 days prior to construction. *Note: If the upland source(s) is no longer producing a product consistent with the approved Sediment QA/QC plan, a permit modification will be required to authorize an alternate source.*

SPECIFIC CONDITIONS-FISH AND WILDLIFE

9. **Dune Vegetation Removal and Sea Grape Trimming**

a. A lighting survey shall be conducted pre-and post- any alteration of vegetation through trimming or vegetation removal. These surveys shall document the number, location, color, and intensity of all light sources visible from the nesting beach within and adjacent to the project area. Survey data must be collected using standard survey techniques described in the 2015 USFWS Statewide Programmatic Biological Opinion. Surveys are to be conducted during evening or early morning hours, approximately after 9:00 pm EST and prior to 6:00 am EST. The Permittee should coordinate surveys with representatives of the FWC, or an official of the local government having a lighting ordinance, as available. For additional information on standard survey techniques, contact the FWC at MarineTurtle@MyFWC.com. Copies of the surveys are to be maintained by the Permittee and be made available upon request.

i. During the pre-project lighting survey, observation and photo collection points shall be documented on a site survey or aerial photograph.

ii. Immediately following the alteration of vegetation, observations shall be repeated at each observation point according to the methods described in the paragraph above.

iii. Following any corrective action or prior to any additional alterations, observations will be repeated at each observation point according to the methods described above.

b. No removal of native dune vegetation shall commence until non-conforming light fixtures visible from the beach are retrofitted to adhere to Rule 62B-55.007. and the FWC's "Sea Turtle Lighting Guidelines". It is the Permittee's responsibility to contact the responsible entity to correct non-conforming light fixtures, and to ensure that street and parking area lights identified in the initial survey are retrofitted or remain off during marine turtle nesting season. Any lights that are visible from the beach must be removed, shielded, repositioned, or otherwise modified to not interfere with marine turtle nesting activities.

c. Within ten business days following the completion of vegetation alteration activities, all pre- and post-project surveys collected to date, including photographs, survey location, date and time and project description information, shall be reported to the FWC at MarineTurtle@MyFWC.com, with JCPCompliance@dep.state.fl.us copied, to document that the project complies with the permit, or requires corrective action to

eliminate the illumination of the beach. The report shall include documentation of existing light sources, an analysis of additional lighting impacts created by the vegetation alteration activities and a description of completed corrective measures.

d. Alteration of vegetation through trimming or vegetation removal shall be terminated at any time at which an increase of artificial illumination on the beach or negative impacts to nesting marine turtles or hatchlings is documented by the observation of any additional light source(s) visible from the nesting beach.

10. **Beach Access Mat.**

a. A total of four (4) beach access mats are authorized, one at each of the following beach accesses: 89th Street, 9301 Collins Ave, 95th Street, and 96th Street.

b. The length of all mats shall not extend seaward of the dune toe.

c. No installation, reinstallation, or removal of mats, or transportation, or storage of equipment or materials associated with the beach access mat shall take place on the sandy beach during nesting season May 1 through October 31). If a storm requires mat removal during nesting season, the beach mats shall be removed from the beach without the use of vehicles or heavy equipment.

d. All beach access mats shall be maintained, clear of debris, and lay flat on the sand without any gaps.

e. All nests left *in situ* within ten (10) feet of the beach mat shall be marked with a circle of brightly colored survey flagging tape having a radius of at least three (3) feet, centered at the approximated location of the clutch. No mat installation or removal activity may occur within 10 feet of a marked marine turtle nest without approval from the FWC. If any obstructed nesting attempts occur or if there are other adverse interactions between the mat and a nesting or hatching marine turtle, FWC shall be notified immediately at MarineTurtle@MyFWC.com.

11. **Post-and-Rope.**

a. All post and rope fencing shall have a single strand of rope at a minimum of three (3) feet in height above the existing grade and posts shall be spaced at least seven (7) feet apart.

b. Two weeks prior to the start of marine turtle nesting season (May 1 – October 31), post and rope fencing shall be inspected, and all loose or broken fencing shall be repaired or removed from the beach.

c. FWC staff may request the post and rope fencing to be removed if it is determined the fencing is causing adverse impacts to marine turtle nesting. FWC staff will provide guidance on how the post and rope fencing is to be removed if it will take place during the marine turtle nesting season (May 1 – October 31).

12. **Wildlife Conditions for All Beach Related Activities.** The Permittee shall adhere to the following requirements for all beach-related activities during marine turtle and shorebird nesting/breeding seasons [April 1 – October 31].

a. **Beach Maintenance.**

i. The Permittee shall require their contractor and protected species monitors to inspect all work areas that have excavations and temporary alterations of beach topography each day, to determine which areas have deviations (such as depressions, ruts, holes and vehicle tracks) capable of trapping flightless shorebird chicks or marine turtle hatchlings. If so, the deviations shall be filled or leveled from the natural beach profile prior to 9:00 p.m. each day. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled.

ii. All debris, including derelict construction or coastal armoring material, concrete and metal, found on the beach placement site, shall be removed from the beach to the maximum extent practicable prior to any placement of fill material. If debris removal activities take place during protected species nesting seasons, the work shall be conducted during daylight hours only and shall not commence until completion of daily monitoring surveys.

b. **Equipment Storage and Placement.**

i. Staging areas and temporary storage for construction equipment shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and the FWC prior to beginning construction.

c. **Beach Driving.** All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (https://myfwc.com/media/15455/beach_drive_flyer_clr.pdf). All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid injury and disturbance to these species.

Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 18.

13. **Marine Turtle Protection Conditions.**

a. No construction, operation, transportation or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of May 1 through October 31.

b. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.

c. All activities shall avoid marked marine turtle nests including those that may be on the beach before or after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) to the FWC at MarineTurtle@MyFWC.com.

14. **Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions.**

a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with Table 1 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and the FWC.

b. Data shall be reported and summarized for the nourished areas and reference beach in accordance with Table 1 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction. Data on nesting activity on the nourished areas and on an equal length of beach that is not nourished shall be submitted in electronic format (Excel spreadsheets) which are available upon request from MarineTurtle@MyFWC.com. Reports shall be sent to the FWC Imperiled Species Management section at MarineTurtle@MyFWC.com and

copied to JCPCompliance@dep.state.fl.us. All summaries should be submitted by January 15 of the following year.

Table 1. Marine Turtle Monitoring for Beach Placement of Material.

Date	Duration	Variable	Criterion
Nesting Success	Year of in-season construction and two entire nesting seasons post construction, with possible additional year (for a total of three years)[1 & 2]	Number of nests and non- nesting emergences by day by species	40 percent or greater
Hatching success	Year of in-season construction and one entire nesting season post construction, with possible additional year[1 & 2]	Number of hatchlings by species to hatch from egg	60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success	Year of in-season construction and one entire nesting season post construction, with possible additional year[1 & 2]	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientations	Year of in-season construction and two entire nesting seasons post construction[1]	Number of nests and/or individuals that misorient or disorient	
Nests affected by erosion or inundation	Year of construction and two years post construction if placed sand remains on the beach	Number of nests lost and/or affected, by species	

[1] If placed sand remains on the beach
[2] Additional years may be required if variable does not meet criterion based on previous year

15. **Shorebird Protection.** The term "shorebird" is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida's beaches. The Permittee

shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes courtship, nesting and chick-rearing. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. If harm or harassment of State Threatened species cannot be avoided, the Permittee should apply for an FWC incidental take permit prior to commencement of the activity. For permitting options and other authorizations, please refer to the Imperiled Beach Nesting Bird Conservation Measures and Permitting Guidelines: http://www.myfwc.com/IBNB.

a. Shorebird breeding season dates in Florida begin **April 1 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present beyond this date and must be protected if present).

b. The term "project activities" includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds.

c. Any parts of the project where "project activities" on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. If project activities occur during the breeding season, bird survey routes must be established and monitored daily throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys for detection and reporting of breeding behavior, nests, and young shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre-construction presence on the beach), whichever is later. If project activities are temporarily paused during the breeding season, shorebird monitoring shall continue weekly during the pause and daily shorebird monitoring shall resume at least 10 days before project activities recommence.

d. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey route(s) shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Shorebird Contact (https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/) and established in the Florida Shorebird Database website (FSD) prior to the initiation of breeding season surveys. Routes shall not be modified without prior notification to the FWC Regional Shorebird Contact.

e. The Permittee shall ensure that breeding season surveys are completed **on a daily** basis by a qualified bird monitor. Surveys shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt

breeding behavior or cause harm to birds, eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a 300-foot buffer around the site and shall notify the FWC Regional Shorebird Contact within 24 hours. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Shorebird Contact**. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.

f. Within 1 week prior to commencement of shorebird monitoring, the Permittee shall ensure the Bird Monitor conducts a shorebird education and identification program (and/or provides educational materials) for all on-site staff to ensure protection of nests and flightless chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that "NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS".

g. Deterrents and other actions which prevent shorebirds from nesting or disturb shorebird nesting and brood-rearing behavior are prohibited without authorization from FWC. For permitting options and other authorizations, please refer to the Imperiled Beach Nesting Bird Conservation Measures and Permitting Guidelines: http://www.myfwc.com/IBNB.

16. **Shorebird Monitor Requirements.**

a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.

b. Bird Monitor(s) shall be familiar with the *Breeding Bird Protocol for Florida's Shorebirds and Seabirds* and conduct all surveys using this protocol. Furthermore, Bird Monitors shall use data entry procedures outlined in the Florida Shorebird Database website. Information on these data collection and data entry protocols can be found at http://www.flshorebirddatabase.org/.

c. The Permittee shall submit a list of proposed Bird Monitors, with their contact information and a resume for each monitor which summarizes their qualifications to

the FWC Regional Shorebird Contact and JCPCompliance@dep.state.fl.us, at least 14 days prior to any project activity or shorebird surveys. The FWC Regional Shorebird Contact will review Bird Monitor resumes and notify the Permittee as to which individuals meet the required qualifications and are approved. Once approved by the FWC Regional Shorebird Contact, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved to JCPCompliance@dep.state.fl.us prior to the start of project activities and prior to conducting shorebird surveys.

i. Approved bird monitors must attend pre-construction meetings (see Under Specific Conditions 4cii, Pre-Construction Conference, previously referenced in this permit).

ii. If modifications to the approved bird monitors for a project are needed, the Permittee shall notify the FWC Regional Shorebird Contact and JCPCompliance@dep.state.fl.us immediately.

- New bird monitor contact information and resumes must be submitted to the FWC Regional Shorebird Contact at least 7 days prior to conducting surveys. Monitors must be approved by the FWC Regional Shorebird Contact prior to conducting surveys through the process described in 2c above. Approved new monitors shall be submitted to JCPCompliance@dep.state.fl.us.

- New bird monitors shall overlap with the established bird monitor for a period of at least 2 days to ensure they are familiar with current shorebird breeding activity along the survey route(s) and are set up to continue data entry into the FSD.

d. The Bird Monitor(s) shall meet the following minimum qualifications:

i. Has previously participated in beach-nesting shorebird surveys in Florida. Experience with previous projects must document the ability to: 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.

ii. Have a clear working knowledge of, and adhere to, the Breeding Bird Protocol for Florida's Seabirds and Shorebirds available at https://app.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocol.pdf

iii. Have completed full-length webinars on Route- Surveyor Training, including the annual refresher training. Training resources available at https://app.myfwc.com/crossdoi/shorebirds/resources.aspx

iv. Ability to adhere to FWC's Best Management Practices for Operating Vehicles on the Beach available at https://myfwc.com/conservation/you-conserve/wildlife/beach-driving/

v. Experience posting beach-nesting bird sites, consistent with Florida Shorebird Alliance (FSA) Guidelines for Posting Shorebird and Seabird Sites in Florida and these permit conditions (https://flshorebirdalliance.org/).

vi. Has registered as a contributor to the Florida Shorebird Database.

17. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available at https://app.myfwc.com/crossdoi/shorebirds/resources.aspx. The Permittee shall ensure all daily route surveys are reported to the FSD website within one week of data collection. The Permittee shall ensure that the Bird Monitors use the following survey protocols:

a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required, and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.

b. Once breeding or nesting behavior is identified (e.g. nest scrapes present, territorial behavior, incubation, brooding, brood rearing, presence of active nests, presence of young), the Permittee shall ensure the FWC Regional Shorebird Contact is notified within 24 hours.

18. **Shorebird Buffer Zones, Travel Corridors and Protection of Nests and Young.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:

a. The Bird Monitor(s) shall immediately establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen engaging in breeding behavior including digging nest scrapes or defending nest territories. All construction activities, movement of

vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Shorebird Contact**. Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.

b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.

c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Shorebird Contact to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be approved by the FWC Regional Shorebird Contact in writing.

d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones are marked in accordance with these shorebird conditions and FSA Guidelines for Posting Shorebird and Seabird Sites in Florida available at https://flshorebirdalliance.org. The Permittee shall ensure buffer zones are marked with posts, twine, flagging and the FWC-approved signs stating "Do Not Enter, Important Nesting Area" (see example "Do Not Enter" sign at https://flshorebirdalliance.org/resources/signs/). Posts shall not exceed 4 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 3 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Shorebird Contact, these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present**. Although solitary or colonial nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered complete until all chicks have fledged.

e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.

f. The Permittee shall ensure that the Bird Monitor(s) designates and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds.

Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.

g. When flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks, while avoiding any impacts to the chicks.

h. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported in writing within 24 hours to the FWC Regional Shorebird Contact.

19. **Dune Planting Conditions.** Planting of dune vegetation is encouraged outside of marine turtle nesting season. However, planting activities may occur during the marine turtle nesting season May 1 through October 31 under the following conditions:

a. It is the responsibility of the Permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. All nest surveys and activities involving marine turtles shall be conducted only by persons with a valid FWC permit issued pursuant to Florida Administrative Code 68E-1. For information regarding marine turtle permit holders, contact the FWC at MTP@MyFWC.com.

b. Marine turtle nest surveys shall be initiated at the beginning of the nesting season or 65 days prior to installation of plants (whichever is later). Surveys shall continue until completion of the project or through October 31 (whichever is earliest). Surveys shall be conducted throughout the project area and all beach access sites.

c. Any nests deposited in the area shall be left in place. The marine turtle permit holder shall install an on-beach marker at any nest site and a secondary marker located at a point as far landward as possible to ensure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and survey ribbon or string shall be installed to establish an area of three (3) feet radius surrounding the nest. No planting or other activity shall occur within this area nor shall any activity occur which might cause indirect impacts within this area. Nest sites shall be inspected daily to ensure nest markers have not been removed.

d. The use of heavy equipment (including vehicles such as trucks) is not authorized in marine turtle nesting habitat. A lightweight (ATV style) vehicle, with tire pressures of 10 psi or less can operate on the beach if required.

e. Any vegetation planting shall be installed by hand labor/tools only.

f. All activity shall be confined to daylight hours and shall not occur prior to the completion of all necessary marine turtle surveys and conservation activities within the project area. Nighttime storage of equipment or materials shall be off the beach.

g. In the event a nest is disturbed or uncovered during planting activity, the Permittee shall cease all work and immediately contact the marine turtle permit holder responsible for marine turtle conservation measures within the project area. If a nest(s) cannot be safely avoided during construction, all activity within the affected project area shall be delayed until complete hatching and emergence of the nest.

h. All planting related activities must avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season dates (May 1 through October 31). Any impacts to nests or marine turtles that inadvertently occur shall be immediately reported the Florida Fish and Wildlife Conservation Commission (FWC) at MarineTurtle@MyFWC.com, and all work shall stop until authorized to continue by the Department and the FWC.

i. All irrigation lines for the dune restoration planting, if proposed, will be temporarily installed along the landward side of the dune only and will be removed once the plants have become established. Any watering necessary along the seaward side of the dune will be done by hand on an "as needed" basis.

MONITORING REQUIRED - TURBIDITY:

20. Water Quality - The maximum mixing zone for turbidity shall be a circle with a radius of 50 meters originating from the turbidity source or at the edge of the nearest hardbottom, which ever is closer. Beyond the mixing zone, turbidity levels shall not exceed 29 Nephelometric Turbidity Units (NTUs) above background. Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Physical Turbidity Monitoring Protocol:

Frequency: Monitoring shall occur 3 times daily, approximately 4 hours apart, and at any other time that there is a likelihood of an exceedance of the turbidity standard, during **all in-water activities**.

Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: Background: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet) at least 300 meters upcurrent from the source of turbidity, at the same distances offshore as the associated compliance samples. All background sampling shall occur clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Compliance: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet) no more than 50 meters downcurrent from the source of turbidity or at the edge of the nearest hardbottom, which ever is closer.

*Note: If the densest portion of the plume crosses the edge of the mixing zone in shallow water, it may be necessary to access the sampling location from the shore, if the water is too shallow for a boat***.**

Calibration and Verification: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity "standards" that bracket the anticipated turbidity samples. If the post-sampling calibration verification value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:
http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the

Department, the new protocol shall be implemented through an administrative permit modification.

21. **Visual Monitoring.** If, after 14 consecutive days of physical turbidity monitoring, compliance turbidity levels never exceed 29 NTUs above background, turbidity may be visually monitored (without collecting samples) during all in-water work. Visual monitoring may continue unless an observed turbidity plume crosses the edge of the 50-meter mixing zone, or at the edge of the nearest hardbottom, which ever is closer at which point the standard turbidity monitoring in Specific Condition 20 shall resume.

    Visual Turbidity Monitoring Protocol:
    The Permittee shall have a person with experience in turbidity monitoring on site to visually monitor turbidity plumes during all in-water construction activities. The person conducting the visual turbidity monitoring shall maintain a daily log of at least 3 observations approximately 4 hours apart, as well as an observation at any other time during construction that a turbidity plume is observed. Observations shall document whether a turbidity plume is visible at the edge of the mixing zone (50-meter radius from in-water active construction site or at the edge of the nearest hardbottom, which ever is closer). If a visible turbidity plume extends beyond 50 meters from the active construction site, or hard bottom edge, the occurrence shall be noted in the log and the Permittee shall notify the JCP Compliance Officer within 24 hours. If a second incident occurs, where a visible turbidity plume again extends beyond 50 meters, the Permittee shall commence physical turbidity monitoring, in accordance with the protocol above, to ensure compliance with the water quality standards for turbidity. If physical monitoring is resumed, and this monitoring shows no significant measurable difference between compliance and background turbidity levels, the JCP Compliance Officer may suspend the requirement for physical sampling.

    If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented, for this construction event. To authorize the revised protocol for future construction events, a permit modification shall be requested by the Permittee.

22. **Physical Monitoring**. Physical monitoring shall be conducted in accordance with the Department approved Miami-Dade County County-Wide Physical Monitoring Plan, dated October 2016.

23. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow completion of the second maintenance event. The extension would be documented through an administrative modification.

POST CONSTRUCTION CONDITIONS

24. Within 30 days after completion of authorized activities, the Permittee shall submit a notice of completion to the JCP Compliance Officer that includes the following information:

    a. The permit number 0445317-001-JC and the project name Surfside Dune Restoration.

    b. A copy of any post-construction As-Built Survey drawings required of the Contractor. If any of the completed activities differ substantially from the permitted plans, any substantial deviations shall be noted and explained.

    c. A summary of the construction event (the date on which authorized activities began and the date of completion, the volume of sand placed and/or dredged as well as the source of sand and the R-monument locations for construction activities);

    d. A table identifying any exceedances of turbidity standards that occurred during dredging or disposal, the probable causes of the exceedances, and corrective measures taken to reduce turbidity.

    e. A table identifying any impacts to biological resources (including SAV and Mangrove communities) and, the probable causes of the impacts, and corrective measures taken.

    f. A table identifying any harm or injury to threatened species, endangered species or protected species, endangered status communities, the probable causes of the take and corrective measures taken.

25. **Post-Construction Meeting.** Within 90 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Gregory W. Garis
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachment(s):

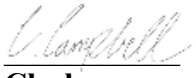
1. Permit Drawings (23 pages, signed and sealed February 3, 2025)
2. Miami-Dade County County-Wide Physical Monitoring Plan, (7 pages, dated October, 2016)
3. QA/QC Plan (6 pages, dated August 12, 2024)
4. Dune Planting Plan (28 pages, Approved March, 2025)

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

cc:	Greg Garis, RCP	BMES
	Sean Green, RCP	BIPP
	Shamim Murshid, RCP	JCP Compliance
	Nathan Bonanno, RCP	ConservationPlanningServices@myfwc.com
	Sarah Bodin, RCP	MarineTurtle@myfwc.com
	Ashley LaVere, FWC	ImperiledSpeices@myfwc.com
	Eric Seckinger, FWC	Saj-rd-s@usace.army.mil

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk 6/16/2025 **Date**

Attachment E
Miami-Dade County County-Wide Physical Monitoring Plan (October 2016)

APPROVED
Physical Monitoring Plan
Permit #: 0445317-001-JC
Beaches Inlets and Ports Program

Physical Monitoring Program
FOR DADE COUNTY BEACH SUSTAINABILITY PROJECT

Submitted by
Miami-Dade County Regulatory and Economic Resources Department - Division of Environmental Resources Management

To:
Florida Department of Environmental Protection,
Division of Water Resources Management
Tallahassee, FL

Department Approved October 21, 2016

As partial fulfillment of provisions of the
U.S. ARMY CORPS OF ENGINEERS PLANS AND SPECIFICATIONS

and Special Conditions of
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
Various Joint Coastal Permits

PHYSICAL MONITORING PROGRAM
FOR DADE COUNTY BEACH SUSTAINABILITY PROJECT

I. BEACH COMPACTION AND BEACH TILLING
- A. Compaction Monitoring
- B. Tilling Criteria
- C. Escarpment Leveling

II. BEACH PROFILE SURVEYS AND REPORTING
- A. Scope of Monitoring
- B. Monitoring Plan Objectives
- C. Monitoring Plan Components
- D. Specific Monitoring Requirements

Physical Monitoring Program

For sediment analysis monitoring, refer to Department Approved Sediment Quality Assurance Quality Control Plan attached to project's corresponding permit.

I. Beach Compaction and Beach Tilling

A. Compaction Monitoring. Within the area of a beach nourishment project, compaction monitoring of the nourished area will be conducted by the contractor within one week of final grading of the placement event. Compaction monitoring will be conducted annually by DERM for three years thereafter. Monitoring shall include the following considerations:

1. A cone penetrometer, equivalent to that used by Nelson (1988), will be used for each assessment.

2. Penetrometer analysis of the nourished areas will be conducted along lines perpendicular to the shoreline, at 500 foot intervals, throughout the length of the nourished segments.

3. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area) and one station shall be midway between the dune line and the high water line (normal wrack line). If beach width is less than 50' only one station will be established half way between the dune and mean high water line.

4. Triplicate readings will be made at three depths (6, 12 and 18 inches) at each station.

5. Compaction Monitoring shall be completed as required prior to March 1, allowing sufficient time to conduct tilling should it be deemed necessary.

6. The compaction testing requirement can be waived if tilling is conducted as routine maintenance prior to turtle nesting season.

B. Tilling Criteria. Beach tilling will occur to a depth of 24 inches under the following situations:

1. Tilling will occur along the entire length of nourished area as soon as possible following completion of the placement and grading of fill.

2. If the average value for any depth exceeds 500 psi for any two or more adjacent stations, then than tilling shall be required prior to the initiation of turtle nesting season March 1 (or as required by project's Biological Opinion). If values exceeding 500 psi are distributed throughout the nourished area, but in no case do those values exist at two adjacent stations at the same depth, then consultation with the FWC shall be required to determine if tilling is required.

3. If compaction analysis or consultation with FWC indicates that tilling is required, tilling will occur prior to initiation of the sea turtle nesting season March 1 (or as required by project's Biological Opinion).

C. Escarpment Leveling. Visual surveys for escarpments along the beach fill area shall be made immediately after completion of the beach nourishment project and prior to March 1(or as required

by project's Biological Opinion) for the following three years if placed sand still remains on the beach. All scarps shall be leveled or the beach profile shall be reconfigured to minimize scarp formation. In addition, weekly surveys of the project area shall be conducted during the two nesting seasons following completion of fill placement as follows:

1. The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded during each weekly survey and reported relative to the length of the beach surveyed (e.g., 50% scarps). Notations on the height of these escarpments shall be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all escarpments.

2. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet shall be leveled to the natural beach contour by March 1 (or as required by project's Biological Opinion). Any escarpment removal shall be reported relative to R-monument.

3. If weekly surveys during the marine turtle nesting season document subsequent reformation of escarpments that exceed 18 inches in height for a distance of 100 feet, the FWC shall be contacted immediately to determine the appropriate remediation. Upon notification, the permittee shall level escarpments in accordance with mechanical methods prescribed by the FWC.

4. In the event a sea turtle nest is excavated during scarp remediation activities, all work shall cease in that area immediately. The FWC Marine Turtle Permit holder responsible for egg relocation for the project area should be notified, so that the eggs can be moved to a suitable relocation site.

II. Beach Profile Surveys and Reporting

A. Scope of Monitoring. This monitoring scope is presented to document Miami-Dade County's comprehensive, long-term monitoring plan for assessment of the performance of the Dade County Beach Erosion Control and Hurricane Surge Protection Project, inclusive of the 10.5 miles of beach restored from 1975 to 1982 and 2.5 miles of Sunny Isles Beach restored in 1988 (approximately located from reference monument DA-R7 through DA-R74.4).

B. Monitoring Plan Objectives

1. Ensure a spatially and temporally consistent beach survey program on a biennial basis over the full length of the Dade County Beach Erosion Control and Hurricane Surge Protection Project plus the control areas of Golden Beach and Virginia Key.

2. Establish a comprehensive beach profile database which will provide for easy data access and will be compatible with all existing State and federal agency database and GIS applications.

3. Provide greater flexibility than the current project-specific survey schedule to allow for the assessment of acute erosion events due to storms or other causes.

C. Monitoring Plan Components

1. Biennial Topographic and Bathymetric Surveys. This component will consist of project-wide profile surveys at approximately 1,000 ft intervals extending from the north Dade County line at Golden Beach to the southern end of the Miami Beach Segment (Reference monuments R1 - R74.4) and Virginia Key (Reference monuments R79-R88). Survey profiles will be referenced to specific monuments (i.e., Range 0+00 = monument location).

2. The profiles will extend from a position landward of the monument sufficient to include existing dune features or other topographic features located on the beach proper out to a minimum of 3,000 feet offshore (from the landward onshore data point) or to -30 feet (NAVD 88), whichever is reached first. Elevations will be determined minimally at 25 ft intervals along the full length of the profile. If Miami Dade County, through its engineering analysis based on historical beach data, determines that a beach profile has remained significantly constant up to a specific distance landward of the monument, may choose to provide a statement of adjustment to reduce the length of said profile on the following biennial survey. At a minimum, however, adjusted profiles will be surveyed again per the original specifications to a length of 3,000 feet offshore or to -30 feet of depth, for every other biennial survey.

3. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year.

4. Surveys will be conducted to assess the erosional effects of major storms or other acute erosion events. The timing and extent of these surveys will be determined jointly by Dade County, FDEP and the Corps of Engineers. These surveys would serve to complement, not duplicate, any storm effects assessments that may be underway by other state, federal or local agencies.

D. Specific Physical Monitoring Requirements for all Miami-Dade County Joint Coastal Permits

1. Beach and Offshore Surveys.

   a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted within 90 days prior to commencement of construction of a beach nourishment event, within 60 days following completion of construction, and biennially thereafter beginning with the next regularly scheduled county-wide biennial monitoring survey. A pre-construction survey of the project area to receive beach fill may use surveys conducted for purposes of construction bidding, contracting or construction management. The post-construction survey of the beach fill may use surveys and other information collected periodically during construction for purposes of construction management and payment. Alternatively, the post-construction survey may consist of a single beach-offshore profile survey event of the project monitoring area conducted within 60 days after completion of beach fill placement.

   b. Pre-construction surveys for hotspot nourishment placing volumes less 15,000 cubic yards of sand will not be required, provided no changes to the permitted sand source is requested.

   c. If the time period between the post-construction survey and the first biennial monitoring survey is less than six months, then the Permittee may at their discretion, postpone the first monitoring survey until the next regularly scheduled biennial event.

d. The pre- and immediate- post-construction monitoring event shall include profile surveys at each of the Department of Environmental Protection's DNR reference monuments within the bounds of the beach fill area and also shall include the next profile locations on each adjacent side to the beach fill area.

e. In addition to the above proposed survey intervals, additional survey events will be conducted following significant storm events. The threshold for initiating surveys following storm events will be established jointly by Dade County, FDEP and the Corps of Engineers.

f. All work activities and deliverables for the biennial monitoring surveys shall be conducted in accordance with the latest update of the Division of Water Resource Management (DWRM) *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100.* This document is available on the Publication/Technical Reports page of the DEP-DWRM website.

2. Offshore Borrow Area Surveys

a. Bathymetric surveys of the borrow area(s) shall be conducted within 60 days following completion of construction of the project concurrently with the beach and offshore survey required above. Alternatively, the post-construction survey of the borrow area may consist of surveys and other information collected during construction for purposes of construction management.

b. Survey grid lines across the borrow area(s) shall be spaced to provide sufficient detail for accurate volumetric calculations but spaced not more than a maximum of 500 feet apart, and shall extend a minimum of 500 feet beyond the boundaries of the borrow site. In all other aspects, work activities and deliverables shall be consistent with the Department's *Monitoring Standards for Beach Erosion Control Projects, Section 01200.*

3. Reporting

a. The Permittee shall submit an engineering report and the monitoring data to the Department within 120 days following completion of the construction and each biennial monitoring survey. The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse effects attributable to the project. The report shall specifically include:

1. A record of the volume and location of all beach fill or inlet sand bypassing material placed within the project area;

2. The volume and percentage of advance nourishment lost since the last beach nourishment project as measured landward of the MHW line of the most recent survey;

3. The most recent MHW shoreline positions (ft) in comparison with the design profile at each individual monument location;

4. The MHW shoreline position changes (ft) relative to the pre-construction survey at each individual monument location for all the monitoring periods;

5. The total measured remaining volume (cy) in comparison with the total predicted remaining volume (cy) above the MHW line and above the Depth of Closure for the entire project area over the successive monitoring periods; and,

6. Other shoreline position and volumetric analysis the Permittee or engineer deem useful in assessing, with quantitative measurements, the performance of the project.

b. The report shall include computations, tables and graphic illustrations of volumetric and shoreline position changes for the monitoring area. An appendix shall include superimposed plots of the two most recent beach profile surveys, the design profile, and pre- and post-construction beach profile at each individual monument location.

c. A digital copy of the monitoring report and a digital file of the survey data shall be submitted to the Division of Water Resource Management's Compliance Officer in Tallahassee. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Department, please include a transmittal cover letter clearly labeled with the following at the top of each page: **"This monitoring information is submitted in accordance with the approved Monitoring Plan for Permit No. [XX] for the monitoring period [XX].**

d. Storm Monitoring Reports. A report detailing and analyzing the results from Post-Storm hydrographic monitoring conducted during the previous year will be submitted with the annual reports.

Attachment F
Sediment Quality Control/Quality Assurance Plan

SEDIMENT QUALITY CONTROL/QUALITY ASSURANCE PLAN
FOR BEACH OR DUNE RESTORATION USING AN UPLAND SAND SOURCE

0445317-001-JC

Town of Surfside

APPROVED
QA/QC Plan
Permit #: 0445317-001-JC
Beaches Inlets and Ports Program

Town of Surfside Dune Restoration Project

8/12/2024

A. INTRODUCTION

Pursuant to Fla. Admin. Code r. 62B-41.008 (1) (k) 4.b., permit applications for inlet excavation, beach restoration, or nourishment shall include a quality control/assurance plan that will ensure that the sediment from the approved upland sand source(s) and alternate upland sand source(s) to be used in the project will meet the standard in Fla. Admin. Code r. 62B-41.007(2)(j). To protect the environmental functions of Florida's beaches, only beach compatible fill shall be placed on the beach or in any associated dune system. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system.

The Department has received the results of geotechnical investigations that provide adequate data concerning the character of the sediment and the quantities available within the spatial limits of the upland sand source(s). The Department has received an analysis of the existing or native sediment and the sediment within the permitted upland sand source(s), including the methods of excavation/mining and post-mining processing, that demonstrates its compatibility with the naturally occurring beach sediment in accordance with Fla. Admin. Code r. 62B-41.007(2)(j). The sediment analysis and volume calculations were performed using established industry standards, and are certified by a Professional Engineer or a Professional Geologist registered in the State of Florida.

Based upon this information, the Department of Environmental Protection (Department) has determined that use of the sediment from the upland sand source(s) will maintain the general character and functionality of the sediment occurring on the beach and in the adjacent dune and coastal system. Furthermore, this information provides sufficient quality control/quality assurance (QC/QA) that the mean grain size and carbonate content of the sediment from the upland sand source(s) will meet the requirements of Fla. Admin. Code r. 62B-41.007(2)(j); hence, additional QC/QA procedures beyond those described in this plan are not required for these sediment parameters during construction.

This plan outlines the responsibilities of each stakeholder in the project as they relate to the placement of beach compatible material on the beach. These responsibilities are in response to the possibility that non-beach compatible sediments may exist within the upland sand source(s) and could be unintentionally placed on the beach. The QC Plan specifies the minimum construction management, inspection and reporting requirements placed on the Contractor and enforced by the Permittee, to ensure that the sediment from the upland sand source(s) to be used in the project meet the compliance specifications. The QA Plan specifies the minimum construction oversight, inspection and reporting requirements to be undertaken by the Permittee or the Permittee's On-Site Representative to observe, sample, and test the placed sediments to verify the sediments are in compliance.

B. SEDIMENT QUALITY SPECIFICATIONS

The sediment from the upland sand source(s) is similar in Munsell color and grain size distribution to the material in the existing coastal system at the beach placement site. The Department and the Permittee acknowledge that it is possible that discrete occurrences of non-beach compatible sediments may exist within the permitted upland sand source(s) that do not comply with the limiting parameters of Fla. Admin. Code r. 62B-41.007(2)(j) 1. – 5., or vary in Munsell color from the composite value. Furthermore, the Department may consider more restrictive values for the sediment parameters to ensure that the sediment from the upland sand source(s) is similar in color and grain size distribution to the sediment in the existing coastal system at the beach placement site. Therefore, fill material

compliance specifications for the sediment from the upland sand source(s) proposed for this project are provided in Table 1.

The compliance specifications take into account the variability of sediment on the native or existing beach, and are values which may reasonably be attained given what is known about the upland sand source(s). Beach fill material which falls outside of these limits will be considered unacceptable and subject to remediation.

Table 1- Sediment Compliance Specifications

Sediment Parameter	Parameter Definition	Compliance Value
Max. Silt Content	passing #230 sieve	**5%**
Max. Shell Content*	retained on #4 sieve	**5%**
Munsell Color Value	moist Value	**Hue = 7.5YR, 10YR Value = 6, 7, 8 Chroma 1, 2, 3 or lighter**
Mean Grain Size	Moment Method	**0.30 to 0.55**
Sorting		**1.25 Phi or less**
The beach fill material shall not contain construction debris, toxic material, other foreign matter, coarse gravel or rocks.		

*Mean grain size determined using the sieves listed in Section D.7.b.
**Shell Content is used as the indicator of fine gravel content for the implementation of quality control/quality assurance procedures.

C. QUALITY CONTROL PLAN

The contract documents shall incorporate the following technical requirements, or equivalent language that addresses the sediment quality monitoring on the beach, and, if necessary, remedial actions. The Permittee will seek to enforce these contract requirements during the execution of work. For each construction event, the Contractor shall submit a Quality Control Plan for review and acceptance by the Permittee. This Plan shall comply with the quality control measures set forth herein, and also address sediment quality assurance by including: (1) the specific sampling frequency and testing methodology to be provided by the Contractor, (2) the name, address and point of contact for the Licensed Testing Laboratory to be used for the required collection of samples and laboratory testing, and (3) how the Contractor intends to assess compliance with the Sediments Compliance Specifications as shown in Table 1 above.

The characteristics of the in-situ materials in the upland sand source(s) are indicated by available geotechnical data. The Contractor should be aware that it is possible for in-situ material of differing characteristics to be present and that the mining process may correspondingly require revisions during construction to produce beach compatible sand consistent with the Sediment Compliance Specifications in Table 1.

1. **Assessment at Upland Sand Source.** The material shall be observed by the Contractor while the material is being loaded into the trucks for transport to the Construction Access/ Staging Area. Both the Contractor and the Permittee will have benchmark samples labeled with the permit number, "Benchmark Sample", date collected, site name and information on where the sample was attained. The benchmark sample shall be material that has been deemed beach compatible in accordance with the Sediment Compliance Specifications in Table 1 and shall serve as the minimum requirement for the material being placed on the beach. If any material appears to be non-compliant, it shall be set aside for testing and/or further processing and not transported to the beach.

a. **For conventional hydraulic excavation and stockpiling.** The Contractor will collect a sediment sample at a frequency of not less than 4 samples for each 3,000 cubic yards of stockpiled material no less than 6-inches below the surface to visually assess grain size, Munsell color, shell content, and silt content against the benchmark sample. The Contractor will archive each sample documenting the date, time, and location of the sample. The sample shall be a minimum of 1 U.S. pint (approximately 200 grams). This assessment will consist of handling the fill material to ensure that it is predominantly sand and to evaluate – visually and by tactile

handling – if the physical characteristics of the material meets the sediment compliance specifications in Table 1. If deemed that the material may not be in compliance, the sample shall be tested at a Licensed Testing Laboratory to determine the samples corresponding grain size, silt content, shell content and Munsell color using the methods outlined in section D.7.b. The results of these daily inspections, regardless of the quality of the sediment, will be appended to or notated on the Contractor's Daily Report. All samples will be stored by the Contractor for at least 60 days after project completion and shall be made available to the Permittee upon request.

b. **For material requiring special handling and material processing.** If special handling and material processing including screening, using a sand screw washer, mechanical mixing of two or more different sand sources are necessary to produce beach compatible material consistent with the Sediment Compliance Specifications in Table 1, then sampling and laboratory testing of the processed sand shall be conducted at the upland mine(s) from the stockpiled material before the material is transported to the Construction Access/Staging Areas. The Contractor will collect 4 representative samples from approximately every 3,000 cubic yards of material in the stockpile no less than 6 inches below the surface of the stockpiled material. The samples shall be a minimum of 1 U.S. pint (approximately 200 grams). Each sample will be archived with the stockpile name, date, time, and GPS location of the sample. The samples shall be tested at a Licensed Testing Laboratory using the criteria outlined in Section D.7.b. Sediment testing results shall be provided ot the Permittee and Engineer prior to any portion of the 3,000 cubic yards of material represented by that sample being transported to the Construction Access/Staging Area. The laboratory testing results will be appended to or notated on the Contractor's Daily Report. All samples will be stored for at least 120 days after project completion and shall be made available to the Permittee upon request.

If a sample does not meet the Sediment Compliance Specifications in Table 1, then the 3,000 cubic yards of material represented by that sample shall not be transported to the Construction Access/Staging Area. The material may undergo further processing to meet the Sediment Compliance Specifications with additional testing to verify the additional processing produce material that meets the Sediment Compliance Specifications, or the material shall be set aside and not used.

2. **Beach Observation**. The Contractor will continuously visually monitor the sediment being placed on the beach to visually assess grain size, silt content, gravel content (shells retained on #4 sieve), and Munsell color.. The Contractor will make a tactile assessment during placement at a minimum of once every hour. This tactile assessment will consist of handling the fill material to ensure that it is predominantly sand and to note the physical characteristics, and assure the material meets the Sediment Compliance Specifications in Table 1.If deemed necessary by the Permittee or the Contractor, quantitative assessments of the sand will be conducted by the Contractor for grain size, silt content, gravel content, and Munsell color using the methods outlined in section D.7.b. If noncompliant sediment is placed on the beach, the Contractor will immediately cease placement until any stockpiled material at the beach construction staging area can be verified as beach compatible. The Contractor will verbally notify the Permittee, providing the time, location, and description of the noncompliant sediment. The Contractor will take the appropriate actions to remediate the noncompliance material to achieve and document compliance with the Sediment Compliance Specifications. The Contractor, in cooperation with the Permittee or Engineer, will utilize the sampling records at the upland source(s) to (a) verify the sediment is beach-compatible and compliant before leaving the source by truck-haul for transport to the Project site, and (b) to avoid placement of non-compliant sediment.

D. QUALITY ASSURANCE PLAN

The Permittee will seek to enforce the construction contract and Department permits related to sediment quality. In order to do so, the following steps shall be followed:

1. **Construction Observation.** Construction observation by the Permittee's On-Site Representative will be performed on a daily basis during periods of active construction. The Permittee's On-Site Representative will collect a sediment sample to visually assess grain size, Munsell color, shell content, and silt content against the benchmark sample. The observation will include handling the fill material to ensure that it is predominantly sand to note the physical characteristics and assure the material meets the sediment compliance parameter

specified in this Plan. If deemed necessary by the Permittee or the Contractor, quantitative assessments of the sand will be conducted by the Contractor for grain size, silt content, shell content and Munsell color using the methods outlined in section D.7.b.

2. **On-Site Representative.** The Permittee will provide on-site observation by individuals with training or experience in beach nourishment and construction inspection and testing, and who are knowledgeable of the project design and permit conditions. The project Engineer will actively coordinate with the Permittee's On-Site Representative, who may be an employee or sub-contractor of the Permittee or the Engineer. Communications will take place between the Engineer and the Permittee's On-Site Representative on a daily basis during periods of active construction.

3. **Pre-Construction Meeting.** The project QC/QA Plan will be discussed as a matter of importance at the pre-construction meeting. The Contractor will be required to acknowledge the goals and intent of the above described QC/QA Plan, in writing, prior to commencement of construction.

4. **Contractor's Daily Reports.** The Permittee's On-Site Representative or Engineer will review the Contractor's Daily Reports which will characterize the nature of the sediments encountered at the upland sand source and placed along the project shoreline with specific reference to moist sand color and the occurrence of rock, rubble, shell, silt or debris.

5. **On Call.** The Engineer will be continuously on call during the period of construction for the purpose of making decisions regarding issues that involve QC/QA Plan compliance.

6. **Addendums.** Any addendum or change order to the Contract between the Permittee and the Contractor will be evaluated to determine whether or not the change in scope will potentially affect the QC\QA Plan.

7. **Post-Construction Sampling for Laboratory Testing.** To assure that the fill material placed on the beach was adequately assessed by the borrow area investigation and design, the Engineer or Permittee's On-site Representative will conduct assessments of the sediment as follows:

a. Post-construction sampling of each acceptance section and testing of the fill material will be conducted to verify that the sediment placed on the beach meets the expected criteria/characteristics provided during from the geotechnical investigation and borrow area design process. Upon completion of an acceptance section of constructed beach, the Engineer or Permittee's On-site Representative will collect two (2) duplicate sand samples at each Department reference monument profile line to quantitatively assess the grain size distribution, moist Munsell color, shell content, and silt content for compliance. The sediment samples will be a minimum of 1 U.S. pint (at least 200 grams) each from the bottom of a test hole a minimum of 18 inches deep within the limits of the constructed dune or berm. The Engineer of Permittee's On-site Representative will visually assess grain size, Munsell color, shell content, and silt content of the material by handling the fill material to ensure that it is predominantly sand, and further to note the physical characteristics. The Engineer or Permittee's On-site Representative will note the existence of any layering or rocks within the test hole. One sample will be sent for laboratory analysis while the other sample will be archived by the Permittee for up to 60 days. All samples and laboratory test results will be labeled with the Project name, FDEP Reference Monument Profile Line designation, date sample was obtained, and "Construction Berm Sample."

b. All samples collected for laboratory testing will be evaluated for visual attributes (Munsell color and shell content), sieved in accordance with the applicable sections of ASTM D422-63 (Standard Test Method for Particle-Size Analysis of Soils), ASTM D1140 (Standard Test Method for Amount of Material in Soils Finer than No. 200 Sieve), and ASTM D2487 (Classification of Soils for Engineering Purposes), and analyzed for carbonate content. The samples will be sieved using the following U.S. Standard Sieve Numbers: 3/4", 5/8", 3.5, 4, 5, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, and 230.

c. Laboratory testing results will include a cumulative grain size distribution table and curve for each sample tested. A summary table of the sediment samples and test results for the sediment compliance parameters shall accompany the complete set of laboratory testing results. The column headings will include: Sample Number;

Mean Grain Size (mm); Sorting Value: Silt Content (%); Shell Content (%); Munsell Color Value; and a column stating whether each sample MET or FAILED the compliance values found in Table 1. The sediment testing results will be certified by a P.E or P.G. registered in the State of Florida. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the sand search investigation and borrow area design shall be included in the sediment testing results report. The Permittee will submit sediment testing results and analysis report to the Department within 90 days following beach construction.

d. In the event that a section of beach contains fill material that is not in compliance with the Sediment Compliance Specifications, then the Department will be notified. Notification will indicate the volume, aerial extent and location of any unacceptable beach areas and remediation planned.

E. REMEDIATION

1. **Compliance Area.** If a sample does not meet the compliance value for construction debris, toxic material, other foreign material, coarse gravel, or rock the Permittee shall determine the aerial extent of the noncompliant beach fill material and remediate regardless of the extent of the noncompliant material. If a sample is noncompliant for the silt content, shell content, or Munsell color, and the aerial extent exceeds 10,000 square feet of beach berm or 100 linear feet of dune for dune-only projects, the Permittee shall remediate.

2. **Notification.** If an area of newly constructed beach or dune does not meet the sediment compliance specifications, then the Department (JCPCompliance@dep.state.fl.us) will be notified. Notification will indicate the aerial extent and location of any areas of noncompliant beach fill material and remediation planned. As outlined in section E.4 below, the Permittee will immediately undertake remediation actions without additional approvals from the Department. The results of any remediation will be reported to the Department following completion of the remediation activities and shall indicate the volume of noncompliant fill material removed and replaced.

3. **Sampling to determine extent.** In order to determine if an area greater than 10,000 square feet of beach berm or 100 linear feet of dune for dune-only projects is noncompliant, the following procedure will be performed by the Permittee's On-site Representative or Engineer:

a. Upon determination that the first sediment sample is noncompliant, at minimum, five (5) additional sediment samples will be collected at a maximum 25-foot spacing in all directions and assessed. If the additional samples are also noncompliant, then additional samples will be collected at a 25-foot spacing in all directions until the aerial extent is identified.
b. The samples will be visually assessed to evaluate compliance with the Sediment Compliance Specifications. If deemed necessary by the Engineer, quantitative assessments of the sand will be conducted for grain size, silt content, shell content, and Munsell color using the methods outlined in Section D.7.b. Samples will be archived by the Permittee.
c. A site map will be prepared depicting the location of all samples and the boundaries of all areas of noncompliant fill.
d. The total square footage will be determined.
e. The site map and analysis will be included in the Contractor's Daily Report.

4. **Actions.** The Permittee or Engineer shall have the authority to determine whether the material placed on the beach is compliant or noncompliant. If placement of noncompliant material occurs, the Contractor will be directed by the Permittee or Engineer on the necessary corrective actions. Should a situation arise during construction that cannot be corrected by the remediation methods described within this QC/QA Plan, the Department will be notified. The remediation actions for each sediment parameter are as follows:

a. Mean grain size: blending the noncompliant fill material with compliant fill material within the adjacent construction berm or dune sufficiently to meet the compliance value, or removing the noncompliant fill material and replacing it with compliant fill material
b. Silt content: blending the noncompliant fill material with compliant fill material within the adjacent construction berm or dune sufficiently to meet the compliance value, or removing the noncompliant fill material and replacing it with compliant fill material.

c. Shell content: blending the noncompliant fill material with compliant fill material within the adjacent construction berm or dune sufficiently to meet the compliance value or removing the noncompliant fill material and replacing it with compliant fill material.
d. Munsell color: blending the noncompliant fill material with compliant fill material within the adjacent construction berm or dune sufficiently to meet the compliance value or removing the noncompliant fill material and replacing it with compliant fill material.
e. Coarse gravel or rocks: screening and removing the noncompliant fill material and replacing it with compliant fill material.
f. Construction debris, toxic material, or other foreign matter: removing the noncompliant fill material and replacing it with compliant fill material.

All noncompliant fill material removed from the beach will be transported to an appropriate upland disposal facility located landward of the Coastal Construction Control Line or returned to the upland mine.

5. **Post-Remediation Testing.** Re-sampling shall be conducted following any remediation actions in accordance with the following protocols:

a. Within the boundaries of the remediation actions, samples will be taken at maximum of 25-foot spacing.
b. The samples will be visually assessed to evaluate compliance with the Sediment Compliance Specifications. If deemed necessary by the Engineer, quantitative assessments of the sand will be conducted for grain size, silt content, gravel content, and Munsell color using the methods outlined in Section D.7.b. Samples will be archived by the Permittee.
c. A site map will be prepared depicting the location of all samples and the boundaries of all areas of remediation actions.

6. **Reporting.** A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced will be submitted to the Department within 7 days following completion of remediation activities.

All reports or notices relating to this permit shall be emailed and sent to the Department at the following locations:
DEP Bureau of Beaches & Coastal Systems
JCP Compliance Officer
Mail Station 300
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
phone: (850) 414-7716
e-mail: JCP Compliance@dep.state.fl.us

End of Plan

Adapted from: FDEP Version dated April 26, 2010

Attachment G
Town of Surfside Dune Plan

Town of Surfside
Public Works Department
Dune Plan

APPROVED
Dune Planting Plan
Permit #: 0445317-001-JC
Beaches Inlets and Ports Program

SUMMARY

Understanding that the Town of Surfside is a coastal community that is vulnerable to tidal and atmospheric erosion, the Town takes a strong part in the responsible maintenance of the dune ecosystem. The Town's dunes system is a mile long located along the eastern coast which extends from 87th Street to 96th Street. On average, it is approximately 80 linear feet in width. Refer to **Exhibit A** - *"Dune Aerials"* for a full depiction of the Town's dune system. The Dune Plan has four parts which are as follows:

- Eradication
- Trimming
- Replanting
- Improvements

ERADICATION

The Town plans to remove all invasive species within the dune ecosystem. Removal is to include root removal in order to mitigate future growth. Refer to **Exhibit B** - "*Dune Resiliency Initiative",* which depicts in detail the various invasive species currently present within the Town's dune ecosystem.

TRIMMING

The Town will trim all sea grapes in a manner consistent with Florida Department of Environmental Protection (FDEP) guidelines and Florida Fish and Wild Life Conservation Commission (FWCC). Sea Grape Trimming Guidelines are found in **Exhibit C** - "*Sea Grape Trimming Guidelines".* The intent of the trimming is to remove lower canopy limbs in order to promote sea oat growth around the base of each sea grape. Seedlings that are a result of a main tree will be transplanted on the eastern-most in order to reinforce dune at the most vulnerable location to tidal impact. Refer to **Exhibit D** - *"Invasive Removal and Relocation of Sea grape Seedlings".*

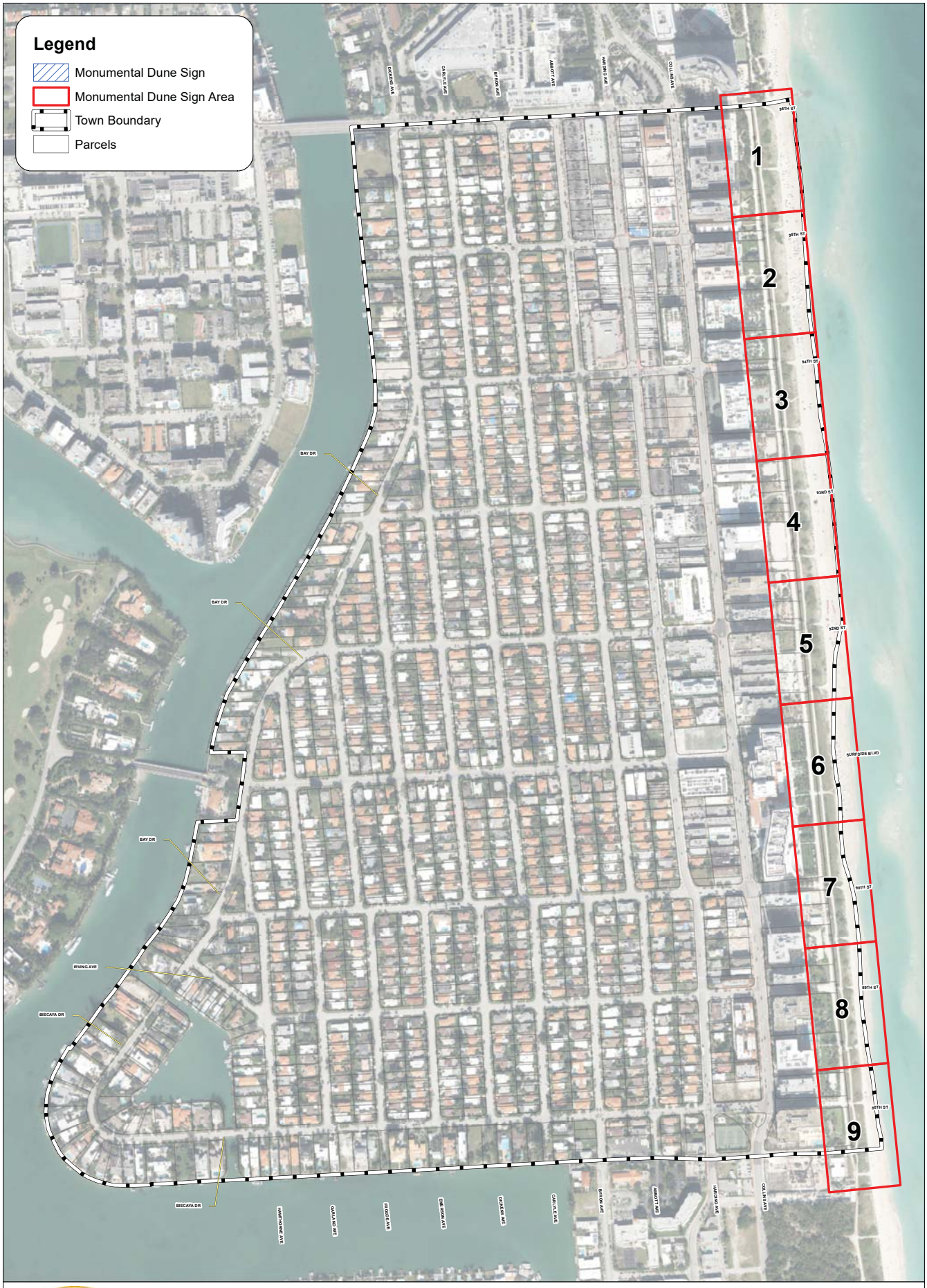
REPLANTING

The Town will seek approval for the planting of native species as outlined **Exhibit B** - "*Dune Resiliency Initiative"*. Replanting also includes relocating sea grape seedlings that are in congested pods to the east of the dune system. Areas where invasive species have been removed will be planted with sea oats.

IMPROVEMENTS

Even though the dune system serves as a green infrastructure to mitigate against natural hazards; it is also a recreation use area as it hosts the Town's Walking Path. The Town will seek to install minimally invasive lighting to assist pedestrian during evening hours as well as improvements to assist with washout of sand caused by rain erosion. Landscape beautification consistent with native dune species will also be explored.

Exhibit A



Dune Map

Print Date: 7/28/2020

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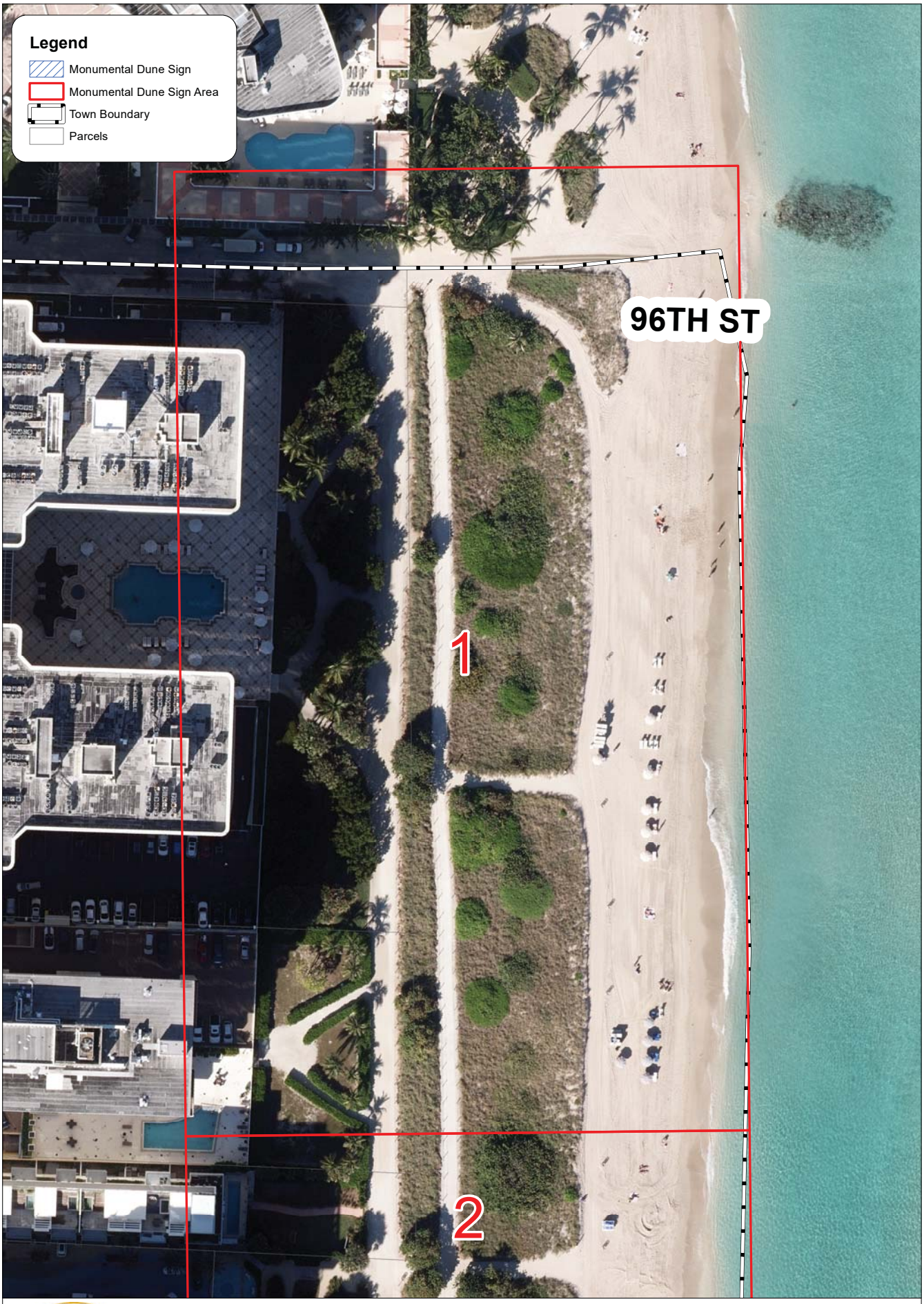
Feet

1 inch = 435 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

Print Date: 7/28/2020

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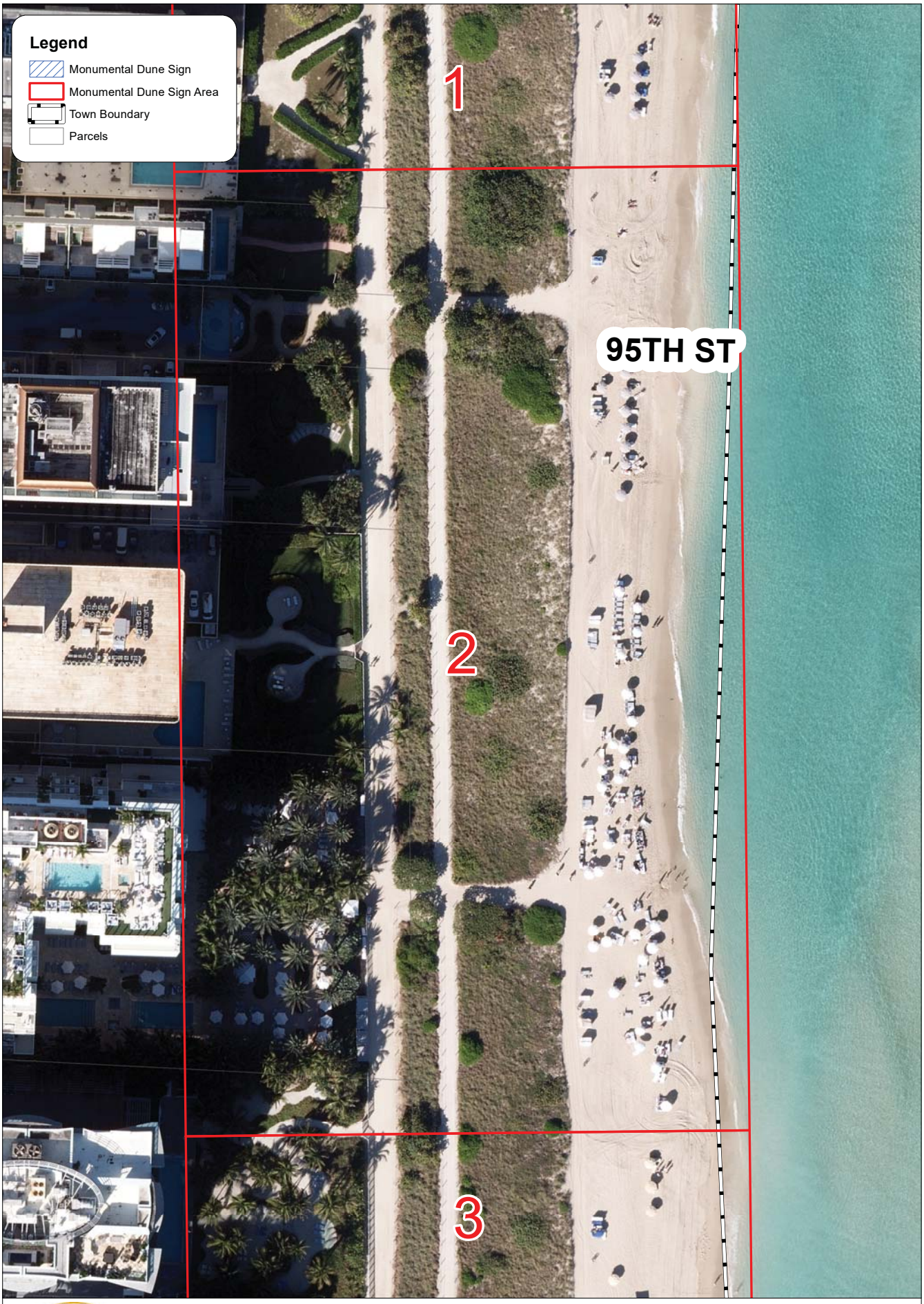
Feet
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

Print Date: 7/28/2020

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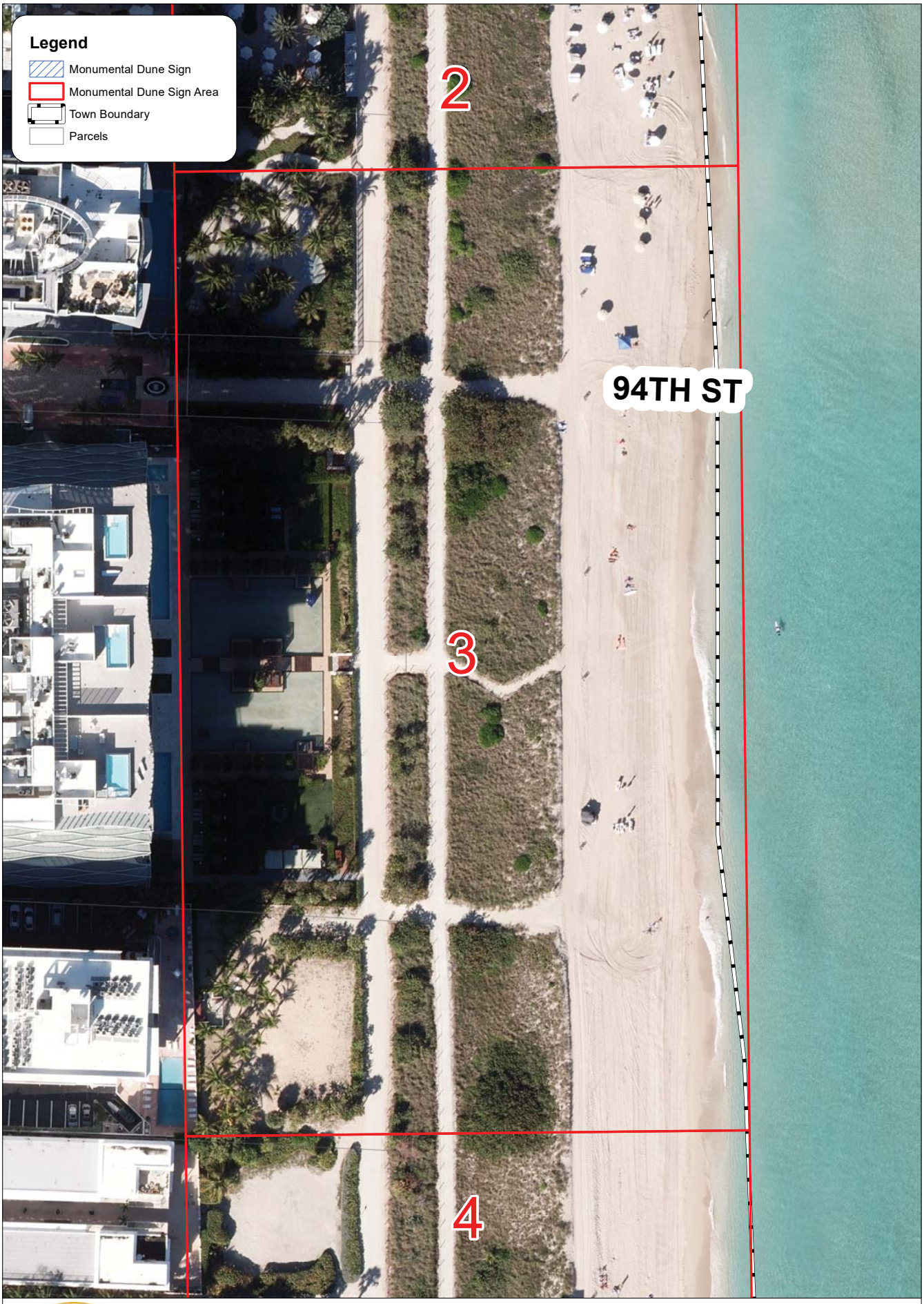
Feet
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

Print Date: 7/28/2020

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Feet
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Dune MAP

Print Date: 7/28/2020

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S

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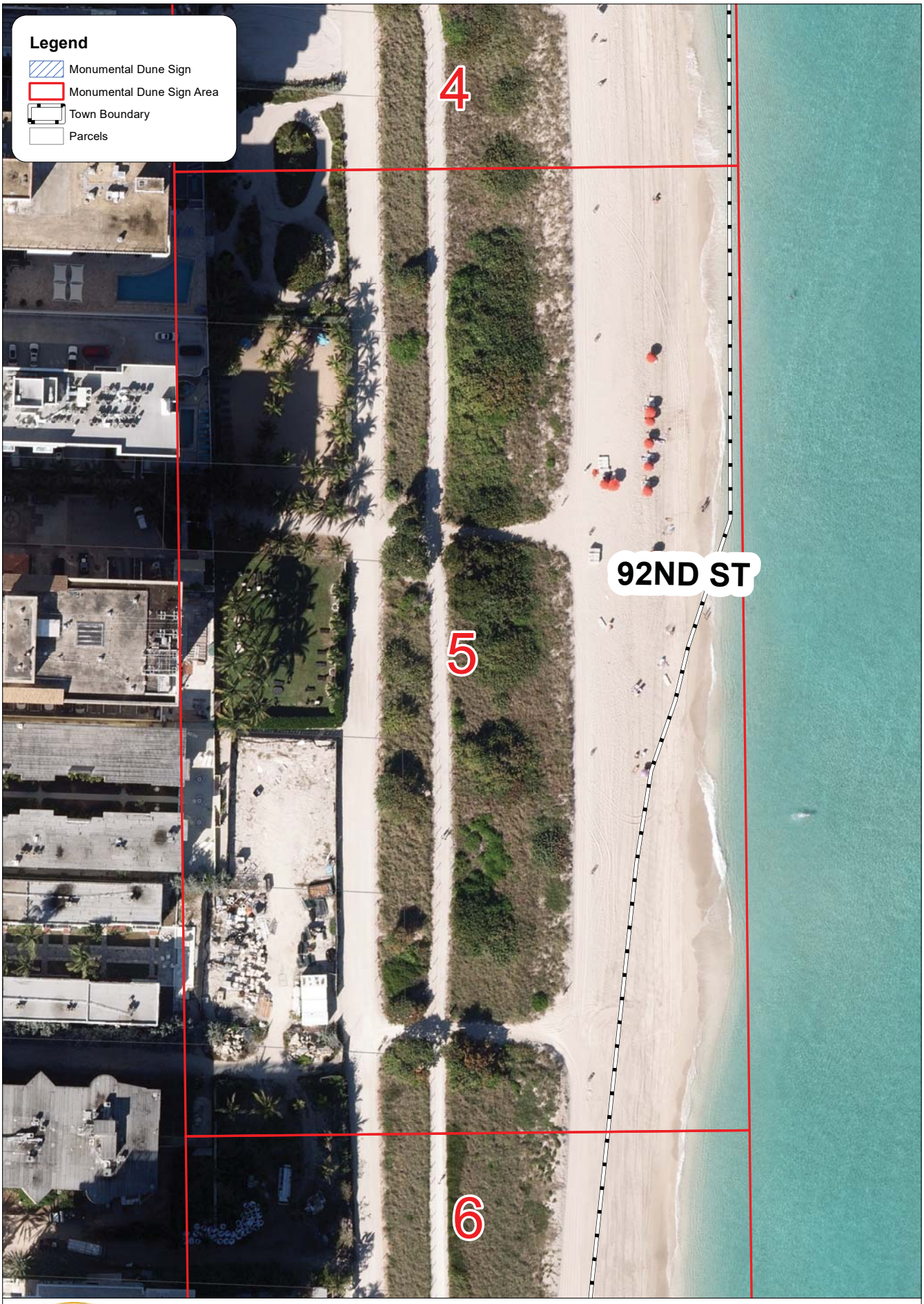
Feet
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

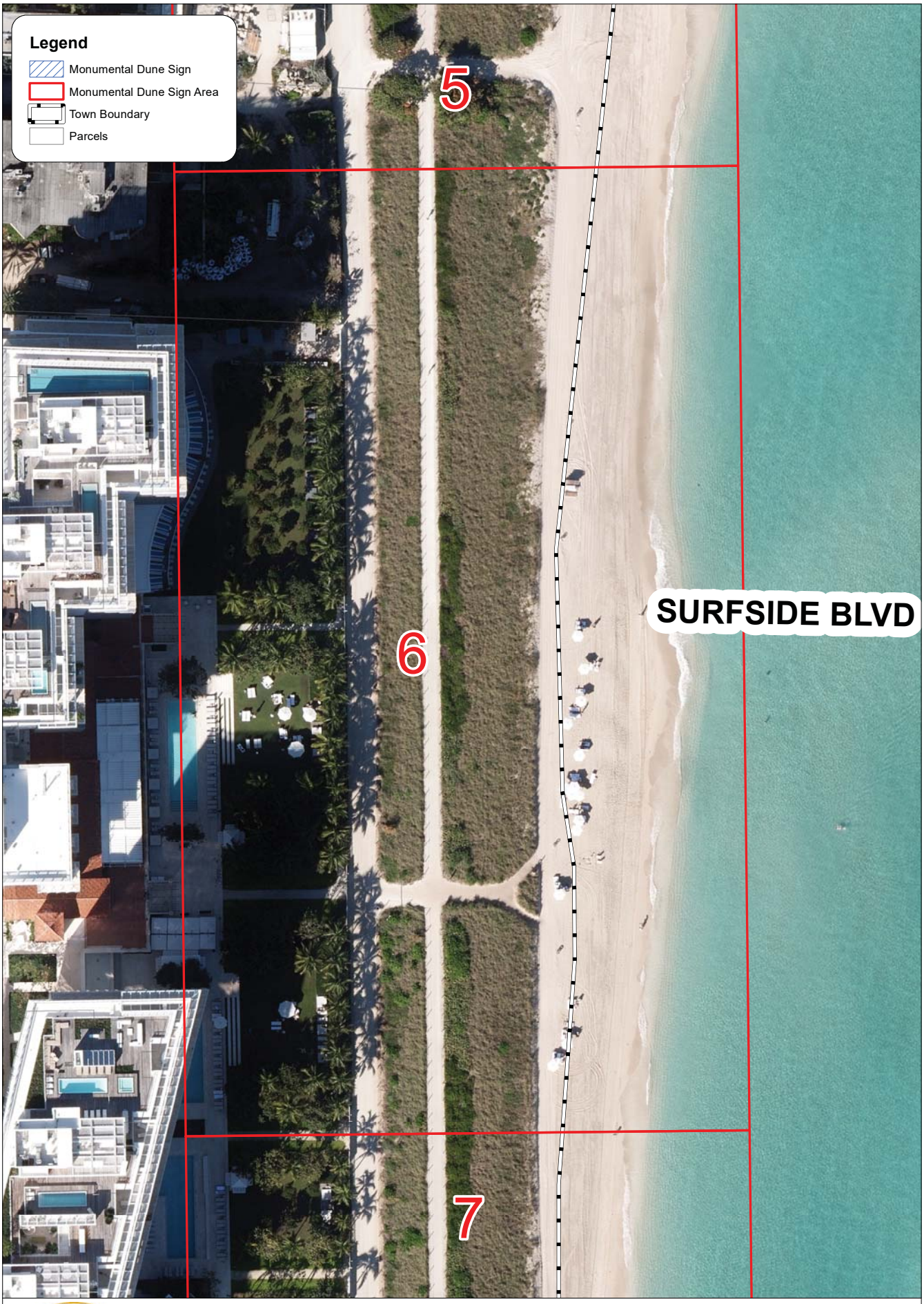
Print Date: 7/28/2020

N
W E
S

50
Feet
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

Print Date: 7/28/2020

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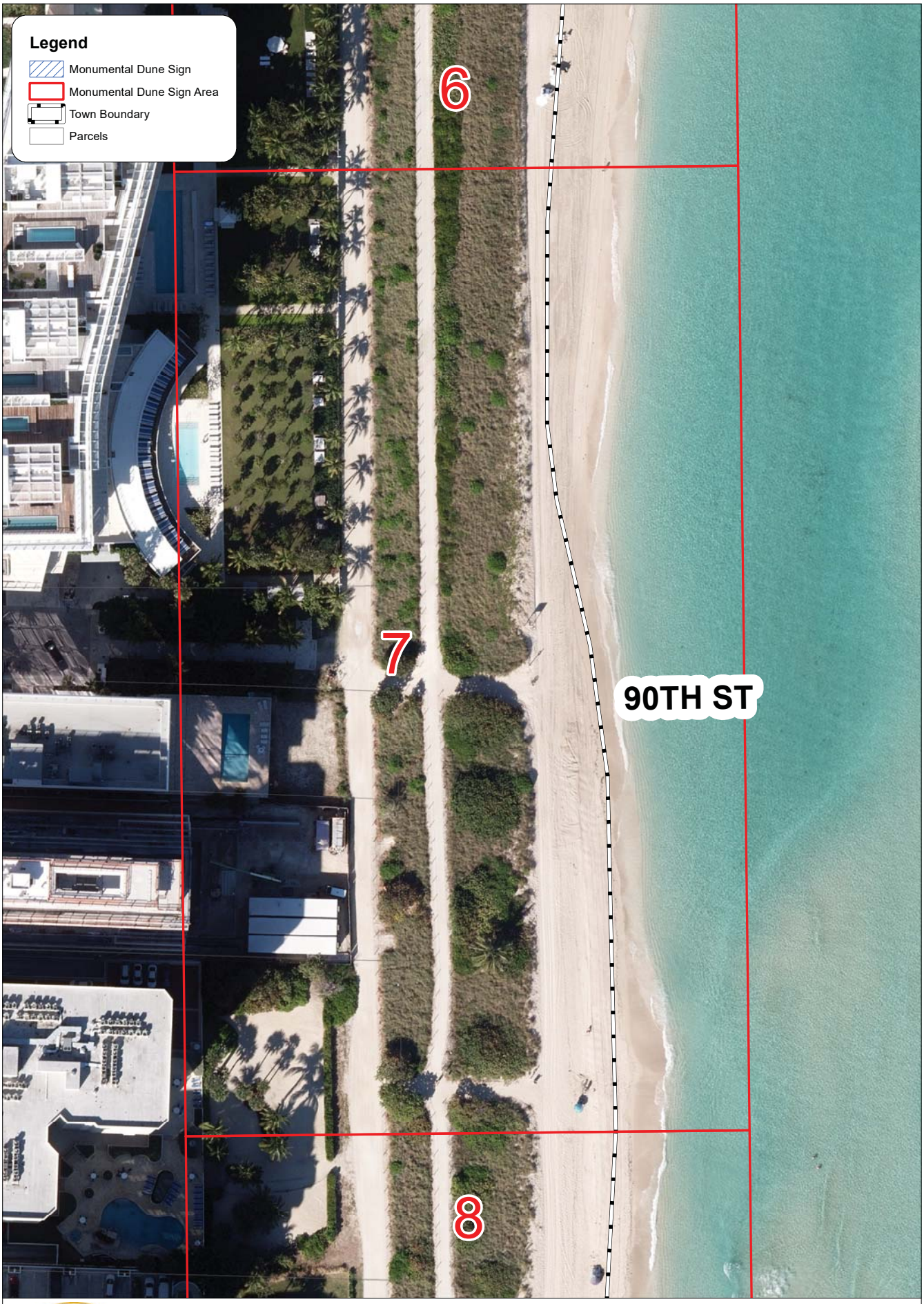
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

Print Date: 7/28/2020

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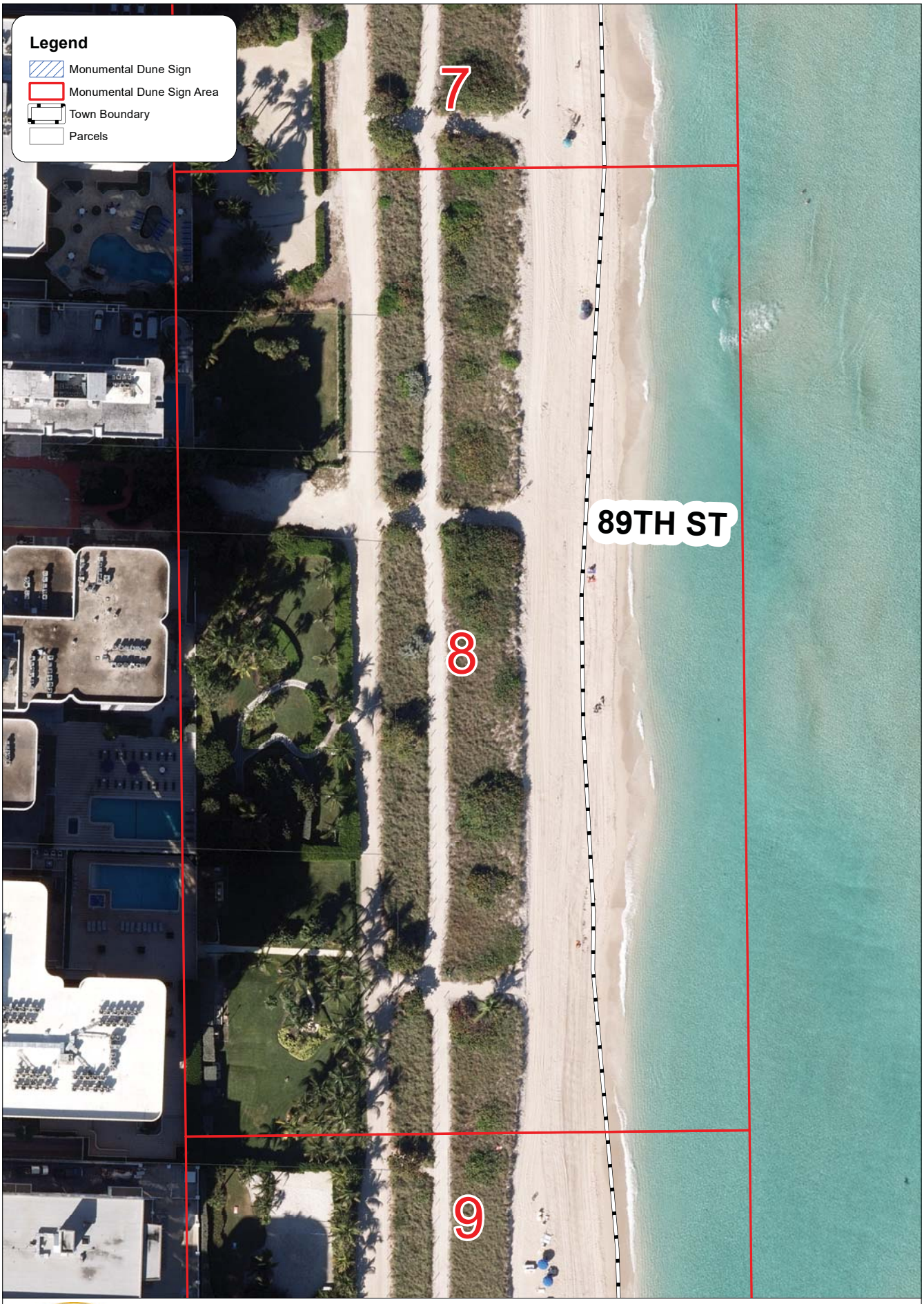
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

Print Date: 7/28/2020

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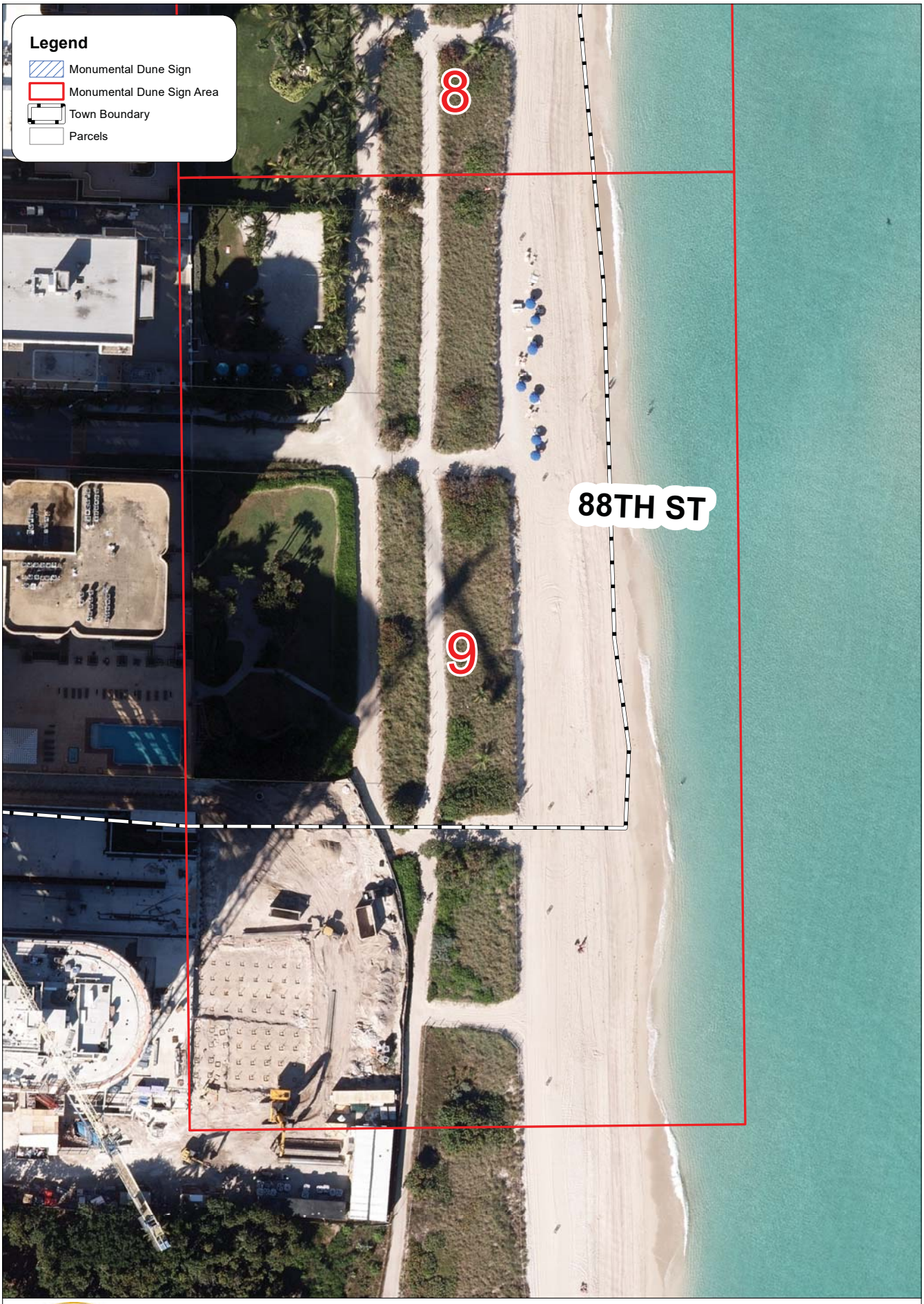
Feet
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Dune MAP

Print Date: 7/28/2020

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Feet
1 inch = 56 feet

Produced and maintained by the CGA Geographic Information Systems Services

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EXCEPTIONAL SOLUTIONS

Exhibit B

TOWN OF SURFSIDE

Public Works Department

"Dune Resiliency Initiative"

May 6th 2021

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

Prepared By:

Public Works Department

OVERVIEW

The Town of Surfside is a coastal barrier island community that is one mile long and approximately half a mile wide. Its eastern coast is the Atlantic Ocean which is prone to natural disasters. As a mitigation strategy against storm surges, the Town has developed a barrier dune that is approximately one mile long by one hundred feet wide. The elevation of the barrier dune varies in sections but averages between 11-feet to 15-feet National Geodetic Vertical Datum (NGVD).

The dunes are landscaped with native species of plants that help maintain its integrity. The native species aid the dune ecosystem by securing the beach sand in order to minimize erosion caused by winds. The native species also assist with anchoring the dune in order to reinforce the ground from water erosion in the event of a storm surge of high tidal impacts. **Appendix A** – *"Dune Aerials"* present the existing dune conditions as of 2020.

In order to preserve the longevity of the dunes and promote life and safety, the Public Works Department was tasked to implement a dune resiliency strategy in order to effectively remove invasive plant species, minimize canopy shading from current trees and promote visibility from emergency access road for emergency responders.

ACTION PLAN

Invasive Species Removal

Invasive plant species impede the growth of native plant species and limit visibility for safety reasons due to overgrowth. The following invasive species have been identified within the Town of Surfside dune system:

- Australian Pine *(Casuarina equisetifolia)*
- Scaevola *(Scaevola taccada)*
- Coin Vine *(Dalbergia ecastaphyllum)*
- Brazilian Peppers *(Schinus terebinthifolia)*

The Public Works Department will remove all invasive species, including root base in order to eliminate growth. When invasive species have been removed, the Town will install the following native plants in order to fill the void left behind:

- Sea Oat (*Uniola paniculate)* – Size: 3 to 5 gallons

Minimizing Canopy Shading from Current Native Species

Various native species have been identified in the dune system as follows:

- Sea grape *(Coccoloba uvifera)*

- Coconut Palm *(Cocos nucifera)*
- Cocoplum *(Chrysobalanus icaco)*
- Sea Oat (*Uniola paniculate)*
- Clusia (*Clusia rosea)*
- Beach Daisy *(Arctotheca populifolia)*

Even though these species are native, if not properly maintained, they can impede the growth of other native smaller speciess due to their tree canopy. Additionally, various of these species grow in hedge form that if not properly maintained, can limit the visibility required for life and safety response by first responders. **Table A** – *"Local Species Action Plan"* below presents a table of each native species, issue encountered with respective species and mitigation action plan:

SPECIES	ISSUE ENCOUNTERED	MITIGATION ACTION PLAN
Sea grape *(Coccoloba uvifera)*	Canopy growth shading limiting small plant growth in canopy radius	• Remove seedling clones less than 5 feet in height to avoid group development. • Trim existing trees greater than 5 feet using Florida Department of Environmental Projection (FDEP) Sea Grape Trimming Guidelines (Refer to **Appendix B** – *"Sea Grape Trimming Guidelines".* • Raise canopy of trees greater than 6 feet by trimming lower limbs. No more than 25% to 33% of limbs to be removed.
Coconut Palm *(Cocos nucifera)*	Palm frown droppings obstruct groundcover growth	• Trim palm frowns as needed before droppings occur.
Cocoplum *(Chrysobalanus icaco)*	Group hedges growing tall and obstruct view for life and safety purposes	• Trim hedge lines per FDEP approved guidelines. Trimming to occur to allow for visibility for first responders. • Hedges can be trimmed up to 4 feet but no more than 25% to 33% of hedge branches

SPECIES	ISSUE ENCOUNTERED	MITIGATION ACTION PLAN
Sea Oat (*Uniola paniculate)*	Growth limited by invasive species and canopy shading of larger trees	• Remove invasive species and replant as a substitute sea oat. • Remove canopies creating shade and allow for sea oat cloning to occur.
Clusia (*Clusia rosea)*	Group hedges growing tall and obstructing view for life and safety purposes	• Trim hedge lines per FDEP approved guidelines. Trimming to occur to allow for visibility for first responders. • Hedges can be trimmed up to 4 feet but no more than 25% to 33% of hedge branches.
Beach Daisy *(Artotheca Popuulifolia)*	Growth limited by invasive species and canopy shading of larger trees	• Remove invasive species and replant as a substitute sea oat. Remove canopies creating shade and allow for sea oat cloning to occur.

Table A – *"Local Species Action Plan"*

RESOURCES AND IMPACT

The Public Works Department will perform the following items internally using existing resources:

- Invasive Species removal
  - Australian Pine (Casuarina equisetifolia)
  - Scaevola (Scaevola taccada)
  - Coin Vine (Dalbergia ecastaphyllum)
  - Brazilian Peppers (Schinus terebinthifolia)

- Hedge Trimming
  - Cocoplum *(Chrysobalanus icaco)*

- Native Tree Removal
  - Sea grape (Coccoloba uvifera) less than 5 feet in height in clusters
  - Coconut Palm *(Cocos nucifera)* frown trimming

The Public Works Department will seek outside resource assistance with the following items:

- Sea grape *(Coccoloba uvifera)* trimming:
  - Bottom branches removal for canopy height increase
  - Top branches removal for visibility

- Planting native species
  - Sea Oat *(Uniola Paniculate)* Size: 3 to 5 gallons

The removal of invasive species is encouraged by the Florida Department of Environmental Protection (FDEP) and does not require permitting. The removal of native species does not require permitting if the thresholds permitted are maintained. The Town will notify FDEP of this plan and submit the necessary permits required to allow for the proceeding of work.

Exhibit C

Sea Grape Trimming Guidelines

There are a small number of plant species that can endure the extreme conditions encountered along our state's coastline. Dune species such as the Sea grapes thrive in this harsh environment. Sea grape trees and shrubs act as a continuous sand trap. The accumulation of sand by the leaves, limbs and stalks play a major role in the construction of the beach and dune system. Without the stabilizing and accreting effects of Sea grapes and other salt-tolerant plant species, the beach and dune system becomes more vulnerable to erosion. To put it simply, sand stored in the dunes provides protection to homes and other structures from the effects of coastal storms.

The Florida Legislature recognized the importance of coastal plant species. Therefore Florida law states that no person, firm, corporation, or governmental agency shall damage or cause to be damaged sand dunes or the vegetation growing on the dune system (subparagraph 161.053(2)(a), Florida Statutes). Consequently, it is the policy of the Department of Environmental Protection to protect native salt-tolerant vegetation and endangered plant communities. Property owners or their agents proposing to alter the native vegetation seaward of the Department's Coastal Construction Control Line must apply for a permit if the alteration can be expected to damage the plants.

Damage to vegetation refers to the trampling, crushing, breaking, digging up, or excessive cutting of roots, stems or branches of native salt tolerant plants naturally occurring on-site or planted for dune restoration. Excessive cutting means the removal of branches, stems and leaves in excess of the Department trimming guidelines for sea grape or the standards published in ANSI A300 Part 1: Tree, Shrub and other Woody Plant Maintenance - Standard Practices, Pruning. Damage to beach and dune vegetation will be avoided, minimized or mitigated through the permit process.

Vegetation maintenance that does not damage plants as defined above, including trimming, shearing, pruning, dead heading and other accepted horticultural practices is exempt from permit requirements. An exemption from the permitting requirements of the Department of Environmental Protection does not shield the property owner from enforcement action taken by local, state, or federal agencies. Furthermore, proper horticultural practices must be followed to ensure that the plants are not damaged or destroyed. For more information you may contact the Bureau of Beaches and Coastal Systems regulatory program at 850/487-4475.

Persons intending to maintain native vegetation seaward of the Coastal Construction Control Line must consider the impacts to sea turtles. Removal of beachfront vegetation increases the potential for disorientation and subsequent injury or mortality of hatchling sea turtles, which are attracted to light. Pruning or trimming removes vegetation that often prevents lights from shining on the beach and thus protects sea turtle nesting habitat. Vegetation maintenance that increases lighting of the beach must be in compliance with Chapter 370.12, Florida Statutes, "Marine Turtle Protection Act." The property owner must evaluate existing or potential site lighting and take appropriate measures to eliminate the potential for increased light cast on the nesting beach. For information on lighting issues see the attached information on "Sea Grape Trimming and Sea Turtles," or visit the Florida Fish and Wildlife Conservation Commission website. You may also contact the sea turtle conservation program at 850/922-4330.

Sea turtle mortality resulting from increased illumination is a violation of Chapter 370.12, Florida Statutes, and the Federal Endangered Species Act of 1973. Such a violation could subject the responsible party to prosecution by both the Department and the U.S. Fish and Wildlife Service with fines up to $10,000.

(The Sea Grape Trimming and Sea Turtles are located at http://www.floridadep.org/beaches/publications/pdf/turtle.pdf)

SEA GRAPE (COCCOLOBA UVIFERA):

Is a native, salt-tolerant plant, which is an important component of the beach and dune system throughout its range. Fruit of the sea grape is a berry, which grows in grape-like clusters. The fruit is a source of food for a number of native birds and mammals. The leathery, broad leaves of sea grape may grow to be 10 inches wide. Throughout its range, the sea grape is important to owners of oceanfront property. The large round leaves trap windblown sand and thereby help to build dunes that protect upland structures. Furthermore, thick stands of sea grape slow storm induced erosion of dunes.

Exemption Criteria: The Department will exempt maintenance of sea grapes seaward of the Coastal Construction Control Line from the permitting requirements of Chapter 161, Florida Statutes, when the maintenance will not damage or destroy the plant. The Department has determined that the maintenance will not destroy the plant when following the guidelines listed below:

Shrub(s):
Less than 72" in height.

- No more than one third of the leaf mass of each plant may be removed in a single pruning event or in a single year.

Tree(s): 6' in height, or more.

- No more than one third reduction in the height of each tree annually,
- Provided there is no more than one third of the leaf mass removed, annually.
- Pruning shall not result in plant being reduced to less than six feet in height.

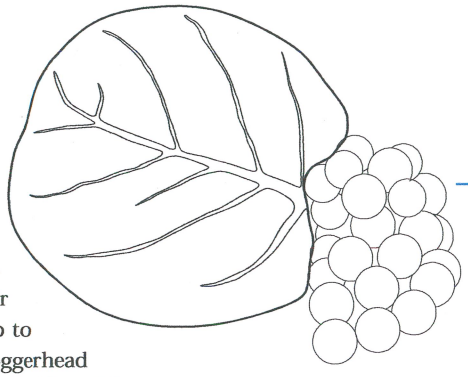
Advisory Notes:

THIS DOES NOT PRECLUDE LEAF AND STEM TIP SHEARING.
REMOVAL OF DEAD, BROKEN AND DISEASED LIMBS IS NOT INCLUDED IN ESTIMATES.
CANOPY REDUCTION GRATER THAN 1/3 OF THE HEIGHT OF THE PLANT WILL REQUIRE A PERMIT.

- Maintenance of sea grapes, in accordance with the conditions described above, and not in conflict with the standards published in ANSI A300 Part 1: Tree, Shrub and other Woody Plant Maintenance - Standard Practices, Pruning, are exempt from the permitting requirements of Chapter 161, Florida Statutes, for any number of consecutive years.
- Proposed trimming that will result in reducing the plant to a height of less than 42 inches for shrubs and less than six feet for trees, or completely destroy it, will not be exempt from the permitting process. The Department will consider the site-specific information, including the possible adverse impacts to the beach and dune system from the activity, as part of its determination of whether or not to permit the proposed activity.

In addition, maintenance of sea grapes must be in compliance with Chapter 370.12, Florida Statutes, "Marine Turtle Protection Act" and should not result in additional exposure of salt-sensitive coastal hammock vegetation to increased salt spray.

Sea Grape Trimming and Sea Turtles



What are sea grapes and how do I know if I have them?

Sea Grape, *Coccoloba uvifera* is a remarkable native, salt-tolerant species of plant found along many of Florida's beaches. Plants may appear as low spreading bushes or tall continuous hedges along the sand dunes. This plant can be identified by its thick circular leaves 8" to 10" in diameter and its grape-like clusters of fruit. This fruit is consumed by a number of native birds and mammals, while the protective canopy provides habitat for animals including songbirds, lizards, gopher tortoise and beach mice.

In addition to providing habitat, sea grape helps to stabilize sand dunes and to protect upland structures from storm-induced erosion. In fact, this plant has been deemed important enough to protect under Florida Statute.

Does Florida really have sea turtles?

Yes. In fact, with its miles of warm sandy beaches, Florida is the single most important state for sea turtle nesting. Nesting season occurs from May 1st to October 31st throughout most of the state. From Brevard County to Broward County along the Atlantic coast, the nesting season extends from March 1st through October 31st.

Sea turtles are large air-breathing reptiles with paddle-shaped foreflippers and a number of adaptations that make them perfectly suited for a life at sea. These amazing animals once roamed the world's oceans in the millions with a suprising diversity of species. Today, only seven species remain worldwide. Five of these, the leatherback, green, loggerhead, Kemp's ridley and hawksbill, can be found in Florida's coastal waters. The first three regularly nest on Florida beaches. Sadly, all five species are listed as threatened or endangered.

It has only been in the last few centuries that demand for sea turtle meat, eggs, shell, leather and oil drastically reduced their numbers. Additional declines have continued from drowning in shrimp trawls, captures on long-lines, pollution and non-degradable debris in the ocean. One of the most devastating impacts to marine turtles has come from artificial light pollution onto nesting beaches.

Although they may live their entire life at sea, marine turtles must leave the relative safety of the ocean to nest. Usually, under cover of darkness, a female will drag her body from the ocean across the beach where she will dig a nest and deposit roughly 100 leathery eggs in the warm sand. After about 60 days of incubation, the eggs will hatch and the hatchlings will make their way as a group to the sea. For loggerhead turtles, it may be 15 to 20 years before one of these hatchlings returns to her natal beach to nest for the first time.

How can trimming my sea grapes affect sea turtles?

In a word, light. Artificial lighting trespassing onto sea turtle nesting beaches affects sea turtles in two ways. First, artificial lighting deters adult females from emerging from the surf to nest. Two studies conducted in Florida clearly demonstrated dramatic reductions in nesting attempts by loggerhead turtles where artificial lighting was introduced. This included effects by lighted piers and roadways close to beaches.

Secondly, hatchling turtles find their way to the ocean by orienting toward the brightest horizon. On a natural beach, this is the horizon over the ocean. The dark dune silhouette behind them keeps them from heading in the wrong direction. Hatchling turtles are highly sensitive to even minute quantities of short-wavelength or white light and will orient toward the brightest direction.

We don't often think of light as pollution. Yet when artificial light is introduced into this critical nesting habitat, the effects can be disastrous. Between 20,000 to 30,000 hatchlings disorient to artificial lights each year. Hatchlings that orient towards a streetlight, condominium light or residential porchlight usually die from exhaustion, dehydration, predation or more direct causes such as being run over by cars. Any steps taken to minimize this light trespass and direct the light only where it is needed will help protect sea turtles and restore nesting beaches.

Throughout the state, stands of sea grape act as a natural vegetative barrier blocking artificial light from nesting beaches and minimizing upland glow. Trimming or removal of this vegetative barrier can increase illumination levels on the beach and deter nesting or disorient hatchlings. This is considered interference with the normal nesting behavior of threatened and endangered species and can expose the property owner to potential fines or imprisonment under the Endangered Species Act (1973) and Florida Statutes 161 and 370.12.

The following pages illustrate the best ways to minimize potential light trespass.

Sea Grape Trimming Guidelines

BEFORE Sea Grape Trimming

This diagram depicts a beach house with several styles of exterior lighting. These lights are shielded from the beach by a large stand of sea grape, *Coccoloba uvifera*. The homeowner would like to trim this stand of sea grape to improve the view from the balcony but is concerned about light trespass onto a sea turtle nesting beach and potential liability should these lights cause the disorientation and deaths of protected sea turtles.

BAD Sea Grape Trimming

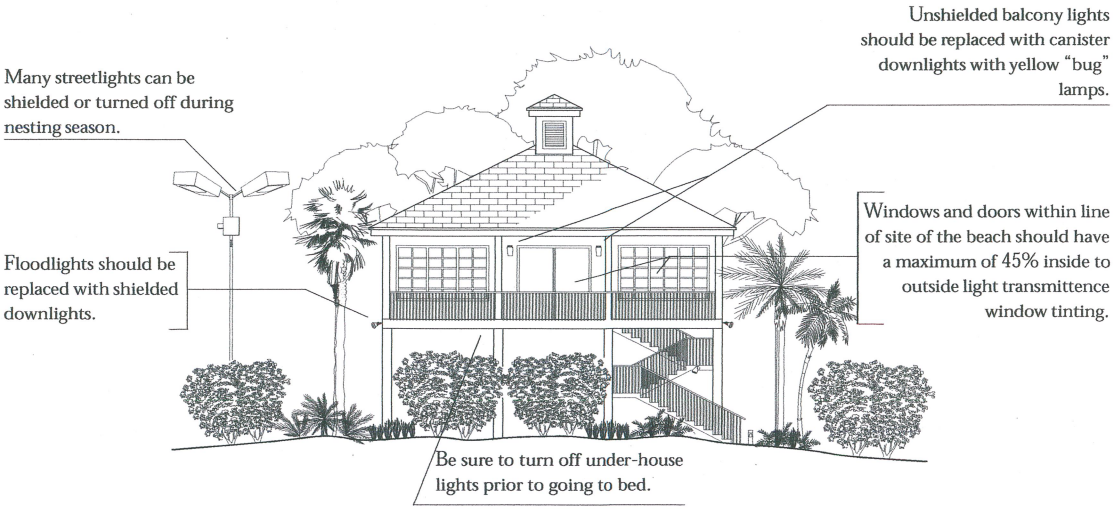
Here, the homeowner has over trimmed the sea grape stand. Although the homeowner now has a better view of the ocean, light pollution now shines onto the nesting beach disrupting normal sea turtle nesting behavior. Of particular concern are the poor light fixtures, plus car headlights and now the street-light are also visible from the beach. This unpermitted trimming damages the sea grape stand, disrupts sea turtle nesting and exposes the homeowner to potential legal action including substantial fines.

APPROPRIATE Sea Grape Trimming

The trimmed seagrape stand now allows a view of the ocean from the balcony. Realizing this would make the balcony light visible from the beach, the homeowner has replaced the jelly-jar light with well shielded canister downlight equipped with a 25watt yellow "bug" bulb. The homeowner has also replaced the floodlight on the beachside of the house with another canister downlight and bollard fixture with downcast horizontal louvers to illuminate the stairs for safety. Even after trimming, the homeowner has actually reduced illumination visible to the nesting beach.

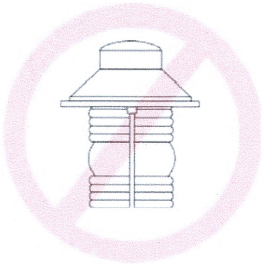
Replacing Bad Light Fixtures

A Typical Beach House As Seen From the Ocean



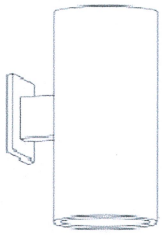
This diagram depicts a typical beach house with several styles of exterior light fixtures. These fixtures are inappropriate for use near sea turtle nesting beaches and should be replaced with shielded, downward directed lights. When correcting problem light fixtures, don't forget about your interior lights. Windows within line of site of the beach should be tinted with 45% inside to outside light transmittence film. Try to make it a habit to keep your window blinds closed at night during sea turtle nesting season (May 1st through October 31st) through most of the state and (March 1st through October 31st) from Brevard through Broward County on the Atlantic coast.

Replace Poorly Shielded Lights Prior to Trimming Vegetation



"Jelly-Jar" Balcony Lights

Inexpensive unshielded balcony lights like the one shown above are visible up and down nesting beaches and cause problems for sea turtles every summer. It is not uncommon to see these poorly designed $3 and $4 fixtures on homes costing between $250,000 and $500,000.

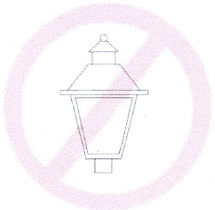


Canister Downlights

The best light fixture for beachfront property is the canister downlight using a 25watt to 40watt yellow "bug" lamp. Excellent for human safety minimuim glare, these lights allow almost no light trespass to occur.

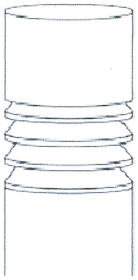
Replace Floodlights and Unshielded Fixtures with Walkway and Path Lighting

Floodlights



Carriage Lamps

These unshielded exterior lights are poorly suited for use near sea turtle nesting beaches. These light fixtures contribute to light trespass onto neighbor's property as well as the beach.



Bollard Fixture

This bollard fixture is equipped with horizontal downcast louvers. This is an excellent fixture for illuminating pathways and landscaping. Specified with long wavelength "yellow" lamps, these lights reduce glare and actually improve night vision.

Interim Sea Grape and Saw Palmetto Pruning Guidelines

Native salt resistant vegetation helps to preserve and build beaches and dunes. The root systems of plants retard erosion of sand while leaves, limbs and stalks act as collectors of sand to build the dunes and beaches. Without the stabilizing and accreting effects of vegetation, dunes will be eroded. Salt-resistant vegetation is therefore essential to maintain a viable beach and dune system which provides protection to coastal structures and property from storm damage.

Therefore, it is a policy of the Department of Environmental Protection to "protect native salt-resistant vegetation and endangered plant communities" (62B-33.005(8), Florida Administrative Code). Individuals may apply for a permit to conduct landscaping activities seaward of the Coastal Construction Control Line. However, the Department's policy to protect native salt resistant vegetation will be applied during the permit review process.

Pruning of sea grapes and saw palmetto, in accordance with the attached species specific guidelines, may be exempt from the Department's permitting requirements. However, to be considered exempt, a property owner must provide reasonable assurance to the Department that the maintenance activities will not harm the vegetation or dune system.

An exemption from the permitting requirements of the Bureau of Beaches and Coastal Systems does not shield the property owner from enforcement action which may be taken by local, state, or federal agencies. All local permitting requirements must be satisfied. Furthermore, proper horticultural practices must be followed to ensure that the plants are not damaged or destroyed.

Property owners who wish to prune seagrapes or saw palmetto seaward of the Coastal Construction Control Line must consider the impacts to marine turtles. Potential for disorientation and subsequent injury or mortality of hatchling marine turtles exists due to increased illumination of the nesting beach as a result of pruning. The property owner must evaluate existing or proposed site lighting and take appropriate measures to eliminate potential illumination of the nesting beach. No landscaping activities or pruning shall be permitted if the activities will result in increased illumination of the beach which has the potential to cause disorientation of marine turtles.

Marine turtle mortality resulting from increased illumination shall be considered a violation of Chapter 370.12, Florida Statutes, and the Federal Endangered Species Act of 1973. Such a violation could subject the responsible party to prosecution by both the Department and the U.S. Fish and Wildlife Service with fines up to $10,000.

Sea Grape (*Coccoloba uvifera*)

Sea grape is a native, salt-resistant plant which is an important component of the beach and dune system throughout its range. Fruit of the sea grape is a berry which grows in grape-like clusters. The fruit is a source of food for a number of native birds and mammals. The leathery, broad leaves of sea grape may grow to be 10 inches wide. The leaves protect sensitive understory plants from lethal salt spray. Throughout its range, sea grape is important to owners of ocean front property. The large round leaves trap windblown sand and thereby help to build dunes that protect upland structures. Sea grape leaves also protect structures from the destructive forces of windblown salt. Furthermore, thick stands of sea grape slow storm induced erosion of dunes.

The Department will exempt trimming of sea grapes seaward of the Coastal Construction Control Line from the stringent permitting requirements of Chapter 161, Florida Statutes, when the trimming will not damage or destroy the plant. In order to ensure that the trimming will not destroy the plant the following guidelines shall be followed:

I. No more than one-third of the height of a tree and no more than one-third of the total leaf surface area of a tree may be removed in a single pruning event or in a single year.
II. The trimming techniques and timing should be in accordance with accepted horticultural practices (see the attached Crown Reduction Pruning Standards).

Trimming of sea grapes, in accordance with the conditions described in the preceding paragraph, may be exempt from the permitting requirements of Chapter 161, Florida Statutes, for any number of consecutive years. However, trimming of sea grapes to heights of less than six (6) feet will not be exempt from the permitting process.

In instances where the proposed trimming will reduce the plant to a height of less than 6 feet or completely destroy it, the applicant will be required to submit an application for a permit. The Department will consider the site specific information, including the possible adverse impacts to the beach and dune system from the activity, as part of its determination of whether or not to permit the proposed activity.

Trimming of sea grapes will not be exempt from the permitting process or permitted if the trimming results in additional lights being visible from the beach or exposure of salt-sensitive coastal hammock vegetation to increased salt spray.

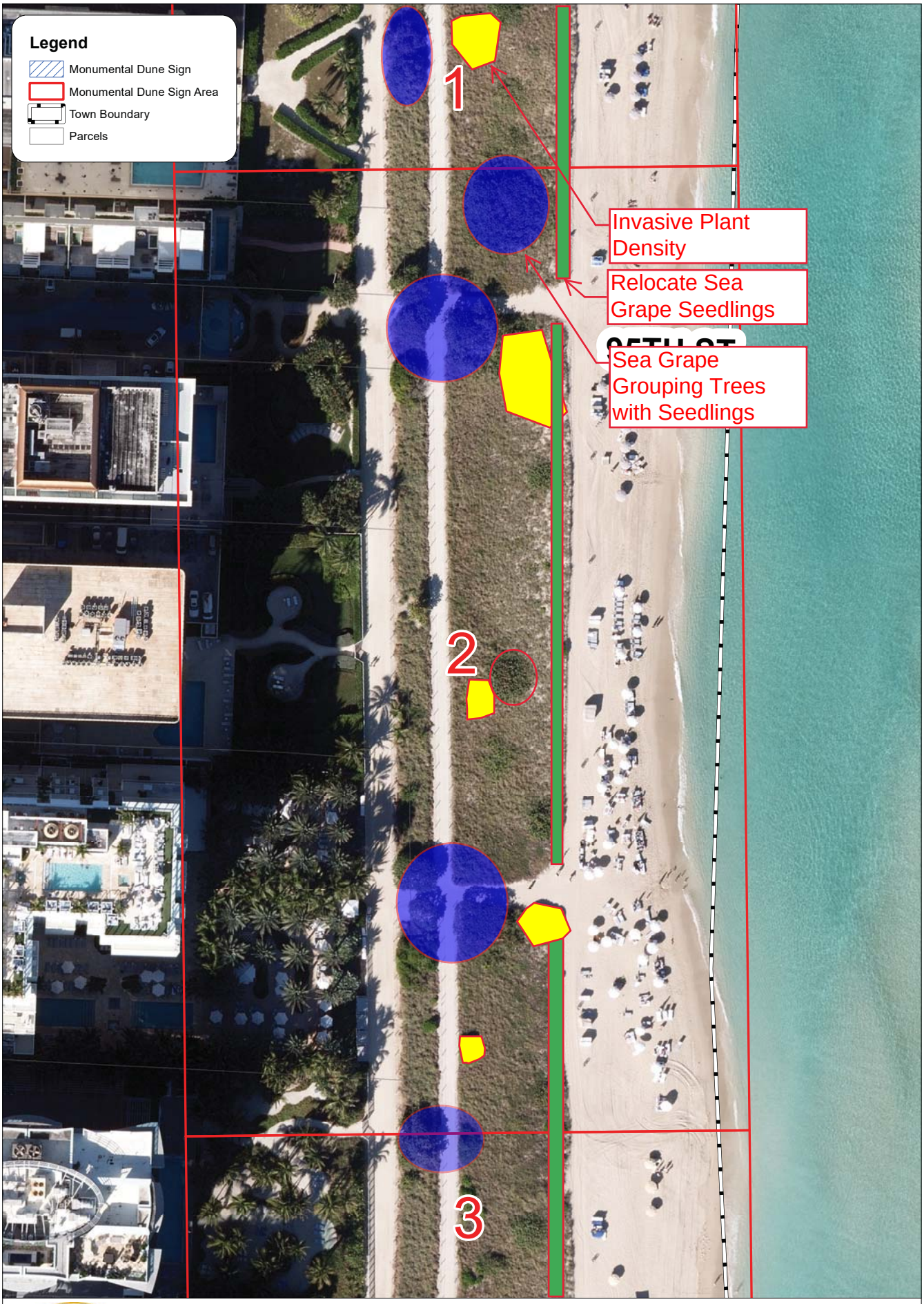
Dead leaves and limbs should not be removed unless they are creating a safety hazard because they protect sensitive understory plants and new growth from salt spray.

<u>Saw Palmetto (*Serenoa repens*)</u>
Saw palmetto is an important plant throughout the southeastern United States. This native, salt resistant shrub provides food and cover for native wildlife.

Trimming of leaves of saw palmetto is exempt from the permitting requirements of Chapter 161, Florida Statutes. However, trimming shall be limited to one event per year.

Botanists refer to the "cabbage" or "heart of palm" as the apical meristem. The apical meristem is located at the tip of the trunk and is responsible for plant growth. Unlike many woody plant species, when the apical meristem is removed from a saw palmetto the plant dies. Because trimming of the trunk of saw palmetto removes the apical meristem and thereby destroys the plant, this type of trimming is not exempt from the stringent permitting requirements of Chapter 161, Florida Statutes.

EXHIBIT D



Dune MAP

INVASIVE REMOVAL AND RELOCATION OF SEA GRAPE SEEDLING

Print Date: 7/28/2020

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Feet
1 inch = 55 feet

Produced and maintained by the CGA Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Attachment H
FDEP Field Permit No. 8042638-DA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Resilience and Coastal Protection
Coastal Construction Control Line Program
2600 Blair Stone Road, M.S. 3522
Tallahassee, FL 32399-2400
Phone: (850) 245-8570

Permit No. -8042638 - DA

No. of Pages Attached: 10

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

Between DEP range monuments R-036 & R-031, in Miami-Dade County
Surfside Beach between 87 St and 96 St in Surfside

PROJECT DESCRIPTION:

Permit authorizes the placement of sand on the walking path on top of the dune crest and compacted using Surfside mix sand from SDI Quarry at the location listed above. See attached for details.

DEP form 73-122 (Updated 5/05)

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

1. Standard field permit conditions prevail.
2. No additions or modification w/o prior DEP approval.
3. No work is authorized in sea turtle habitat (5/1-10/31).
4. Any vegetation disturbed/destroyed must be replaced.
5. Shall not disturb existing beach and dune topography.
6. It is the sole responsibility of owner/permittee to be familiar with all attached guidelines, conditions and requirements.
7. Additional local government permits and/or HOA authorizations may be necessary, if applicable and it is the sole responsibility of owner/permittee to secure.

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature _____ Date 10/9/2025 Telephone No. (954) 860-2699

Applicant's Printed Name Kristina Brown Address 9293 Harding Avenue, Surfside, FL 33154

If applicant is an agent:

Town of Surfside / 9293 Harding Avenue, Surfside, FL 33154 / (305) 861-4863

Printed name of property owner *Property owner's address* *Property owner's telephone no.*

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

David Kieckbusch / David Kieckbusch / 10/8/2025

Staff Designee/Deputy Clerk *Printed Name of Designee/Deputy Clerk* *Date*

EXPIRATION DATE: 10/7/2026

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☑ NO Approved plans are attached: ☑ YES ☐ NO

POST PERMIT AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE

PUBLIC NOTICE

The foregoing constitutes final agency action. Any person whose substantial interests are affected by any decision made by the Department on the Field Permit has a right to request an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The request for an administrative hearing must comply with the provisions of Rule 28-106.201, F.A.C., and must be received by the Department (at the address given below) within twenty-one (21) days from the date of this notice.

When the Department receives an adequate and timely filed request for hearing, the Department will request the assignment of an administrative law judge. Once the administrative law judge is requested, the Division of Administrative Hearings will have jurisdiction over the formal proceeding and the Department (as the referring agency) will take no further action with respect to the proceeding except as a party litigant.

Section 120.54(5)(b)4, F.S., and Rule 28-106.201(2), F.A.C., explain that the following items must be included in a petition for a formal administrative hearing

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceedings; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all issues of material fact disputed by the petitioner, or a statement that there are no disputed facts;

(e) A concise statement of the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Department's action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take with respect to its action.

A person may request an extension of time to petition for an administrative hearing. The person filing the request for extension must do so within the time limits for filing a petition described above. The request must state why an extension of time is needed. The Department will grant an extension only when good cause is shown.

If a petition or a request for time extension is filed, further order of the Department becomes necessary to effectuate this Field Permit. Accordingly, the Department's final action may be different from the position taken in this notice. Actions undertaken by any person under this permit, pending the lapse of time allowed for the filing of such a request for hearing, may be subject to modification, removal, or restoration.

Failure to petition within the allowed time frame constitutes waiver of any right that a person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. If a legally sufficient petition for hearing is not timely received, this notice constitutes final agency action.

When this order becomes final and is filed with the Department Clerk, any party to the order has the right to seek judicial review under Section 120.57, F.S., and Rule 9.030(b)1(c) and 9.110, Florida Rules of Appellate Procedure. A notice of appeal must be filed within thirty (30) days with both the Department Clerk (see address below) and with the appropriate district court of appeal. The notice filed with the district court must be accompanied by the filing fee specified in Section 35.33(3), F.S. Any subsequent intervention will be only by the approval of the presiding officer on motion filed under Rules 28-5.207 or 60Q-2.010, F.A.C.

All requests for hearings are to be filed with the Department at the following address:

Florida Department of Environmental Protection
Office of General Counsel
Department Clerk
3900 Commonwealth Boulevard Mail Station 35
Tallahassee, Florida 32399-3000

FIELD PERMIT CONDITIONS

The following conditions shall apply to **FIELD PERMITS** (unless waived by DEP or modified by special permit condition). In the event of a conflict between a field permit condition and a special permit condition, the special condition shall prevail.

1) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by DEP as part of the permit. Any deviation there from shall be grounds for suspension of the work and revocation of the permit pursuant to Section 120.60(7), F.S., and may result in assessment of civil fines or issuance of an order to alter or remove the unauthorized structure, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized. A copy of the permit shall be conspicuously displayed at the project site.
2) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles and their nests and habitats, or adjacent property and structures.
3) The permittee shall allow any duly authorized member of the staff to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of DEP, until all construction or activities authorized or required in the permit have been completed and the project accepted by DEP.
4) The permittee shall hold and save the State of Florida, DEP, its officers and employees, harmless from any damage (no matter how occasioned and no matter what the amount) to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.
5) The permittee shall allow DEP to use all submitted records, notes, monitoring data, and other information relating to construction or any activity under the permit for any purpose it may deem necessary or convenient, except where such use is otherwise specifically forbidden by law.
6) Construction traffic shall not operate and building materials shall not be stored on vegetated areas seaward of the control line, unless specifically authorized by the permit. If (in the opinion of DEP staff) this requirement is not being met, positive control measures shall be provided by the permittee at the direction of DEP staff. Such measures may include temporary fencing, designated access roads, adjustment of construction sequence, or other requirements.
7) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored (as prescribed in the permit) with suitable fill material or revegetated with appropriate beach and dune vegetation.
8) The fill material shall be obtained from a source landward of the control line and shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative of the Bureau of Beaches and Coastal Systems during the preconstruction conference.
9) If surplus sand fill results from any approved excavation seaward of the CCCL, such material shall be distributed seaward of the CCCL on the site, as directed by DEP staff (unless otherwise specifically authorized by the permit).
10) Any native salt-resistant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of DEP, with other native salt-resistant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the staff, all plants installed in beach and coastal areas (whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise) shall be of species indigenous to Florida beaches and dunes (i.e., sea oats, sea grape, saw palmetto, panic grass, salt meadow hay cord grass, seashore salt grass, and railroad vine).
11) All topographic restoration and revegetation work is subject to approval and acceptance by DEP staff.
12) If not specifically authorized elsewhere in this permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle-nesting season. The marine turtle-nesting season is May 1 through October 31 in all counties (except Brevard, Indian River, St. Lucie, Martin, Palm Beach and Broward counties where marine turtle nesting occurs during the period of March 1 through October 31).
13) If not specifically authorized elsewhere in this permit, no temporary lighting of the construction area is authorized at any time during the marine turtle-nesting season and no additional permanent exterior lighting is authorized.
14) This permit has been issued to a specified property owner and is not valid for any other person.

FWC Best Management Practices for Protected Shorebirds and Seabirds

The Florida Fish & Wildlife Conservation Commission (FWC) has the authority to protect shorebirds and seabirds in accordance with Article IV, Section 9 of the Florida Constitution, 372.021, Florida Statutes, and 68A-1.002, Florida Administrative Code. Shorebirds and seabirds listed as state-Threatened Species under 68A-27.003(2)(a) F.A.C. (i.e. least tern, black skimmer, snowy plover, American oystercatcher) are protected from "take" (harm and harassment) as defined in 68A-27.001(4) F.A.C. Shorebirds and seabirds listed under the federal Migratory Bird Treaty Act are protected under 16 U.S.C. Sections 703-712 (adopted in state rule 68A-16.001, F.A.C.).

Please utilize the Imperiled Beach-nesting Bird (IBNB) ShoreMapper Tool (https://gis.myfwc.com/ShoreMapper/) to determine if a Recent Breeding Site or Critical Brood-rearing Site is present near your project area. The FWC Regional Shorebird Contact can help determine if there are any Active Breeding Sites near your project.

CCCL permitted activities can result in harm and harassment of these species when activities occur during shorebird breeding season **(**Mar. 1 - Sept. 1 on Florida's east coast; Feb. 15 - Sept. 1 on west coast). Harm and harassment can be avoided by providing at least a 300-ft. buffer between project activities and "active nests" as defined in FWC Species Conservation Measures and Permitting Guidelines for Imperiled Beach-nesting Birds (IBNB Guidelines, https://myfwc.com/wildlifehabitats/wildlife/species-guidelines/). If the recommended buffers cannot be maintained, harm or harassment is likely to occur, and authorization may be needed from the FWC *prior to commencement of the activity.*

If your CCCL permitted activity will result in harm to IBNBs via "Significant Habitat Modification" (as defined in Guidelines) within a Recent Breeding Site or Critical Brood-rearing Site, an incidental take permit is recommended *prior to commencing the activity, regardless of when the activity occurs during the year*.

Contact the Regional Shorebird Contact for your area to discuss ways to avoid take or for more information on FWC incidental take permits: https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/.

Even if the project area is not within 300 feet of Recent Breeding Sites/Critical Brood-rearing Sites in ShoreMapper, new breeding activity could occur near your project. To avoid take, permittees should:

a. Arrange for a qualified monitor to conduct nesting surveys prior to project commencement and each day prior to project activities during shorebird breeding season (https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/). You may choose to employ an IBNB Permitted Monitor to conduct surveys. For a list of permitted monitors, visit https://myfwc.com/license/wildlife/ibnb/ or for more information on IBNB Permitted Monitors visit https://myfwc.com/license/wildlife/ibnb/permitted-monitors/. Note that although most breeding activity is complete by the end of shorebird breeding season (Sept. 1), flightless chicks may be present beyond this date.
    i. Surveys for detecting nesting activity should be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to birds, eggs or young.
    ii. The person conducting the CCCL permitted activity should not serve as the monitor while conducting the activity.
    iii. Surveys should continue until the project is completed or the end of breeding season (whichever is first).

iv. If you observe a nest scrape, active nest, or shorebird young within 300 feet of project boundaries, stop work immediately and notify the appropriate FWC Regional Shorebird Contact within 24 hours. **FWC authorization may be needed to avoid a wildlife violation of 68A-27 FAC.**

b. Where breeding has been reported or observed, work with FWC staff to post the perimeter of buffer zones with clearly marked signs.

Mechanical Beach Cleaning

Beach Cleaning within 300 feet of an Active or Recent Breeding Site during breeding season, or within 300 feet of an Active Critical Brood Rearing site (Mar 15-Sep 1) is likely to cause take. FWC may authorize take without an FWC incidental take permit in some cases, provided the requirements below are followed. Contact your Regional Shorebird Contact for more information about authorizations and requirements below.

- At least one individual ("shorebird monitor") must complete the online training available on FWC's eLearning website (available at https://myfwc.com/license/wildlife/ibnb/resources/#training).
  - Module 1: Qualifications, Species ID, Nesting Behavior and Habitats.
  - Module 2: Breeding Activity Checks, Monitoring and Reporting Requirements.
  - Module 3: Active Breeding Sites: Posting and Protection.
  - This monitor must carry their certificate of completion while conducting surveys.
  - Prior experience conducting at least 3 surveys that involve observations of Active Nests of Imperiled Beach-nesting Birds (IBNBs) is recommended but not required.
- Individuals conducting beach cleaning must carry an FWC written authorization for take when conducting activities within 300 feet of active nests.
- Monitors and beach cleaners must review *IBNB Minimization Measures Training for Vehicle Operation* (https://myfwc.com/license/wildlife/ibnb/resources/).
- Prior to conducting mechanical beach cleaning, surveys for active nests and flightless chicks of IBNBs must be conducted on foot by the shorebird monitor using binoculars. In areas where flightless chicks are present, this monitor must be present during beach cleaning activities to prevent chicks from being killed or injured and must not be the person operating mechanical cleaning equipment.
- Surveys conducted for mechanical beach cleaning should **not** be submitted to the Florida Shorebird Database.
- Mechanical Beach Cleaner must notify the Regional Shorebird Contact within 24 hours if any new nests are found.
- Active breeding must be posted with protective signage and according to the Guidelines for Posting Shorebird and Seabird Sites in Florida" (https://flshorebirdalliance.org/resources/instructions-resources/) prior to mechanical beach cleaning.
- Mechanical Beach Cleaning within 300 feet of an active breeding site or within 300 feet of an Active Critical Brood Rearing site must occur in the early morning (i.e., within 2 hours of sunrise) or evening (i.e., within 1 hour of sunset) to minimize the exposure of eggs and chicks to heat and sun.
- It is recommended that a minimum of thirty percent (30%) of the natural seaweed wrack be left on the beach at least through the breeding season (year-round, if possible) to provide foraging habitat for nesting, wintering, and migrating shorebirds.

Note: these BMPs are intended to help ensure CCCL permit holders are in compliance with regulations that protect imperiled shorebirds. Adherence to these BMPs is not subject to enforcement under Sections 161.052 or 161.053, Florida Statutes.

Attachment I
Surfside Mix

SDI Quarry
36301 SW 167 Ave
FLORIDA CITY, FL 33034
305-670-9610

Quality Test Report

Plant 20108-SDI Quarry
Product 8955-89/Sand Mix
Specification

1941558048

Sample Information

Sample No 1941558048
Date Sampled 09/17/2025 14:17
Sampled By John Gomez
Type Investigative
Method Bucket-Blend

Split Sample ☐
Resample ☐

Gradation Results

Date Completed 09/17/2025 14:17
Tested By John Gomez

Unit	Moist Mass	Dry Mass	Wash Mass	Moisture %	Wash Loss %	Procedure
g		1655.80	1627.60		1.7	AASHTO T27

Sieve	Mass Retained	Cum Mass Retained	Ind % Retained	% Retained	% Passing	Target	Specification	Comment
1/2" (12.5mm)	0.00	0.00	0.0	0.0	100.0			
3/8" (9.5mm)	77.10	77.10	4.7	4.7	95.3			
#4 (4.75mm)	301.30	378.40	18.2	22.9	77.1			
#8 (2.36mm)	157.40	535.80	9.5	32.4	67.6			
#16 (1.18mm)	189.20	725.00	11.4	43.8	56.2			
#30 (.6mm)	182.30	907.30	11.0	54.8	45.2			
#50 (.3mm)	289.00	1196.30	17.5	72.2	27.8			
#100 (.15mm)	225.90	1422.20	13.6	85.9	14.1			
#200 (75µm)	185.00	1607.20	11.17	97.06	2.94			
Pan	20.30	1627.50	2.94	100.00	0.00			

Other Test Results

Test Name	Date Procedure	Result Lab	Unit	Target	Specification Tested By	Comment
-#200 (75um)	09/17/2025 14:17 AASHTO T-11	2.935	%		 John Gomez	

Attachment J
USACE EN Technical Review 408 Permission Approval Letter

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207

Engineering Division August 26, 2025

Ms. Shelby Oenbrink
Senior Environmental Scientist
Kimley Horn
445 24th Street, Suite 200
Vero Beach, FL 32960

Dear Ms. Oenbrink:

Reference the applicant letter dated August 14, 2024, requesting the U.S. Army Corps of Engineers (USACE) review of the Town of Surfside Dune Restoration, Section 408 Request 2024-0190. Applicant is proposing to place approximately 7,300-cubic yards of beach quality sand from one or more upland sand source(s), remove invasive species within the dune ecosystem, promote sea oat growth, and plant native species.

USACE completed the requested technical review and approves the Town of Surfside Dune Restoration, Section 408 Request 2024-0190, as referenced herein. The applicant must perform standard fish and wildlife species surveys prior to construction and apply minimization measures. Approval of these modifications to the Miami-Dade County, Florida Coastal Storm Risk Management Project, Main Segment. is in accordance with 33 U.S.C. 408. It also complies with the National Environmental Policy Act as the proposed modifications were previously analyzed in the *Environmental Assessment (EA) and Finding of No Significant Impact Town of Surfside Dune Restoration Section 408 Request Miami-Dade County, Florida*. The applicant must comply with the conditions outlined below. All practicable and appropriate means to avoid or minimize adverse environmental effects will be implemented. Best management practices (BMPs) as detailed in the Town of Surfside Dune Restoration Section 408 Environmental Assessment will be implemented, if appropriate, to minimize impacts. Environmental commitments can be found in Section 4 of the Environmental Assessment. The Town of Surfside will comply with all local, state, and federal regulations and is responsible for acquiring any necessary permits. Additionally, they will follow the standard provisions outlined in the 2015 USFWS Statewide Programmatic Biological Opinion (SPBO) and the 2013 USFWS Programmatic Piping Plover Biological Opinion (P3BO). Pursuant to the Coastal Zone Management Act of 1972, the proposed project will be consistent to the maximum extent practicable with the enforceable policies of the State of Florida Coastal Zone Management program (CZMP).

The applicant shall comply with Engineering Circular 1165-2-220, dated September 10, 2018, Policy and Procedural Guidance for Processing Requests to Alter U.S. Army Corps of Engineers Civil Works Projects Pursuant to 33 U.S.C. 408, Appendix K, Standard Terms and Conditions (enclosed), and the time limit for completing the work which is 5

years from the date of this letter. The applicant is responsible for construction quality control for performance of the work and for ensuring these modifications do not interfere with the functioning of the Miami-Dade County, Florida Coastal Storm Risk Management Project, Main Segment. Documentation of the completed work must be furnished to USACE after completion of the work for our records, per the Standard Terms and Conditions (enclosed).

Please note that this action does not constitute a Department of the Army Permit pursuant to Section 10 of the Rivers and Harbors Act of 1899.

If you have any questions regarding the information in this letter, please feel free to contact me or you may contact Josinell Serrano Canals at 904-232-1112 or by email to josinell.m.serrano-canals@usace.army.mil.

Sincerely,

Jason A. Engle, P.E.
Acting Chief, Engineering Division

Enclosure

cc:
Mr. Matt Brosman, Kimley-Horn and Associates, 445 24th Street, Suite 200, Vero Beach, FL 32960 – electronic copy
Mr. Sebastian Vittorino, Kimley-Horn and Associates, 445 24th Street, Suite 200, Vero Beach, FL 32960 – electronic copy
Mr. Hector Cruz, U.S. Army Corps of Engineers, Programs & Project Management, 701 San Marco Blvd, Jacksonville, FL 32207 – electronic copy

STANDARD TERMS AND CONDITIONS[1]

LIMITS OF THE AUTHORIZATION

1. This permission only authorizes you, the requester, to undertake the activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408). This permission does not obviate the need to obtain other federal, state, or local authorizations required by law. This permission does not grant any property rights or exclusive privileges, and you must have appropriate real estate instruments in place prior to construction and/or installation.
2. The time limit for completing the work authorized is as referenced in the main approval letter. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the permit date is reached.
3. Without prior written approval of the USACE, you must neither transfer nor assign this permission nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this permission. Failure to comply with this condition will constitute noncompliance for which the permission may be revoked immediately by USACE.
4. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.

INDEMNIFICATION AND HOLD HARMLESS

5. The United States will in no case be liable for:
   a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
   b. damage claims associated with any future modification, suspension, or revocation of this permission.
6. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project

[1] EC 1165-2-220, Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408, Appendix K, 10 SEP 2018

work areas or the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, **indemnify**, and **hold harmless** the United States and USACE from any and all such claims, subject to any limitations in law. Any damage to the water resources development project or other portions of any federal project(s) resulting from your activities must be repaired at your expense.

REEVALUATION OF PERMISSION

7. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
8. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
   a. you fail to comply with the terms and conditions of this permission;
   b. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
   c. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.

CONDUCT OF WORK UNDER THIS PERMISSION

9. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.
10. Work/usage allowed under this permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the federal project.
11. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.
12. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
13. You must provide copies of pertinent design, construction, and/or usage submittals/documents. USACE may request that survey and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.
14. You may be required to perform an inspection of the federal project with the USACE, prior to your use of the structure, to document existing conditions.

15. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.
16. You must schedule a final inspection with the Jacksonville District within 60 days after completion of the work.
17. You must submit documentation of the completed work to USACE within 90 days after completion of the work showing the new work as it relates to identifiable features of the federal project. This documentation must include a certification that the work was completed in accordance with the approved plans and specifications, GPS readings for the limits of the work performed, electronic “as-built” drawings, and the date the work was started and completed.

Attachment K
Form of Sample Construction Contract

Attachment H - Form of Sample Construction Contract

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____ _____, 2025 (the "Effective Date") by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **[INSERT CONTRACTOR'S NAME],** a **[INSERT TYPE OF ENTITY]** (the "Contractor").

WHEREAS, the Town issued Invitation to Bid No. 2025-02 (the "ITB") for construction of Dune Restoration Project (the "Project"), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the Town's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof, and includes the Price Submittal ("Pricing") attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by Kimley-Horn & Associates dated [insert date] (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

DUNE RESTORATION PROJECT

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. <u>Project Schedule.</u> Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. <u>Records.</u>

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly

identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of

a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within 120 calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Town all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Town the sum of **[INSERT SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Town the sum of **[INSERT FINAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Town shall pay the Contractor an amount not to exceed $_____for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, Kimley-Horn & Associates (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. <u>Final Payment.</u> Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. .Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. <u>Payment Withholding.</u> The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: ARPA Addendum Form, if applicable;

4.4.3. Third Priority: This Base Agreement;

4.4.4. Fourth Priority: Contract Documents, excluding this Base Agreement; and

4.4.5. Fifth Priority: Exhibit A, "Price Submittal Form."

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each

certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

6.1.2.1. Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. <u>Bonds.</u> If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of

recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing

of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. <u>Defective Work; Warranty and Guarantee.</u>

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the

Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Commission relative to the Project; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Commission.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements

concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions

related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar

administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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, and following completion of the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this

Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.

Custodian of Records:	**Sandra McCready, MMC**
Mailing address:	**9293 Harding Avenue**
	Surfside, FL 33154
Telephone number:	**305-861-4863**
Email:	**smccready@townofsurfsidefl.gov**

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.19. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not

waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If the Work will be funded utilizing ARPA funds, the Town shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the Town shall select this box:☐.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

TOWN OF SURFSIDE

By: _____
Mark Blumstein
Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez, Esq.
Town Attorney

Addresses for Notice:
Mark Blumstein
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
townmanager@townofsurfsidefl.gov (email)

With a copy to:
Thais Hernandez, Esq.
Town of Surfside
Attn: Town Attorney
9293 Harding Avenue
Surfside, FL 33154
thernandez@townofsurfsidefl.gov (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

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_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

Attachment L
FDEP Permit DA000853

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Resilience and Coastal Protection
Coastal Construction Control Line Program
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-8570

PERMIT NUMBER: DA000853

PERMITTEE

Hillcrest Land, LLC, SRC Trust, LLC,
and Surf House Land, LLC
c/o Amanda Caparro
Moffatt & Nichol
2937 Southwest 27th Avenue, Suite 101A
Miami, Florida

NOTICE TO PROCEED AND PERMIT FOR CONSTRUCTION OR OTHER ACTIVITIES
PURSUANT TO SECTION 161.053, FLORIDA STATUTES

FINDINGS OF FACT: An application for authorization to conduct the activities seaward of the coastal construction control line that are indicated in the project description, was filed by the applicant/permittee named herein on September 9, 2023, and was determined to be complete pursuant to rule on January 29, 2024.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that upon compliance with the permit conditions, the activities indicated in the project description of this permit are of such a nature that they will result in no significant adverse impacts to the beach/dune areas or to adjacent properties; that the work is not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; that the work is expendable in nature and/or is appropriately designed in accordance with Section 62B-33.005, Florida Administrative Code. The direct and cumulative impacts to the beach and dune system that will be caused by the seaward location and shore-parallel width of the proposed construction represent the maximum such impacts that are acceptable to the Department. Therefore, future construction on the site seaward of the coastal construction control line shall not extend further seaward of, or increase the shore-parallel coverage occupied by, the proposed structures approved pursuant to this permit. Based on the foregoing considerations, the Department approves the application; authorizes construction and/or activities at the location indicated below in strict accordance with the project description, the approved plans (if any) and the General Permit Conditions which are by this reference incorporated herein, and any additional conditions shown below, pursuant to Section 161.053(4), Florida Statutes.

EXPIRATION DATE: April 10, 2025

LOCATION: Between approximately 80 feet south of DEP's reference monument R-35 and 55 feet north of DEP's reference monument R-34, in Dade County. Project address: 9165 Collins Avenue, Miami Beach.

PROJECT DESCRIPTION:

Surfside Jogging Path

1. Location relative to control line: A maximum of 336 feet seaward.

2. Exterior dimensions: approximately 8.2 feet in the shore-normal direction by 900.0 feet in the shore-parallel direction.

3. Path Finished elevation: + 12.0 feet (NAVD).

Fill

1. Volume of fill to be placed: Approximately 993 cubic yards. **See Special Permit Condition 6.**

2. Location of fill to be placed: Within path limits.

Other Structure/Activity

Dune and Landscape plantings as shown on approved plans. Also installation of pope and rope.

PROPRIETARY AUTHORIZATION

Sovereign Submerged Lands Authorization - Letter of Consent

Approximately 933 cubic yards of beach quality sand, excavated from this site, will be placed seaward of the Erosion Control Line (ECL) and above the Mean High Water Line (MHWL), between Department Reference Monuments R-34 and R-35 onto sovereign state-owned lands.

Placement of beach compatible material between the ECL and the MHWL requires proprietary authorization, as the activity is located, in part, on sovereignty submerged lands, owned by the Board of Trustee of the Internal Improvement Trust Fund (BOT}, pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.002 and 253.77, Florida Statutes (F.S).

As staff to the BOT, the Department has reviewed the activity described in this permit and has determined that the placement of beach compatible material seaward of the ECL and below the MHWL qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

Therefore, pursuant to Chapter 253.77, Florida Statute (FS) and this Permit, DA000853, the Department hereby grants a Letter of Consent to Hillcrest Land, LLC, SCR Trust, LLC, and Surf House Land, LLC to use sovereignty submerged lands, seaward of the ECL, to conduct the sand placement activities authorized by this permit. This Letter of Consent shall be subject to incorporated General Consent Conditions and the conditions of this permit.

SPECIAL PERMIT CONDITIONS:

1. Prior to commencement of construction activity authorized by this permit, a preconstruction conference shall be held at the site among the contractor, the owner or authorized agent, and a staff representative of the Department to establish an understanding among the parties as to the items specified in the special and general conditions of the permit. The proposed locations of the structures shall be staked out for the conference. **Contact David Kieckbusch at (561) 313-9007 to schedule a conference or email david.kieckbusch@floridadep.gov to schedule a preconstruction conference.**

2. Prior to commencement of construction activity authorized by this permit, a temporary construction fence shall be erected along the perimeter of the permitted activity. The fence shall remain in place until

the construction authorized by this permit is complete. The optimum siting of the construction fence shall be determined during the preconstruction conference by the staff representative so as to provide maximum protection to the existing native vegetation and dune features located on the site.

3. All rubble, debris, wood, posts, piles and damaged or broken concrete resulting from demolition of existing structures and construction shall be removed and relocated landward of the coastal construction control line.

4. Plantings shall conform to the approved planting plan. Removal of invasive plant species and landscape and dune enhancement plant installation shall not cause the removal of existing salt-tolerant native vegetation.

5. All sandy material to be excavated seaward of the coastal construction control line as part of construction authorized under this permit shall remain in and be placed in areas seaward of the coastal construction control line.

6. All imported fill material shall be obtained from a source landward of the control line. All fill material shall consist of sand which is similar to that already on the site in both grain size and coloration, and shall meet the requirements of Rule 62B-33.005(7), F.A.C. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative of the Department during the preconstruction conference.

7. No permanent exterior or landscape lighting is authorized.

8. No construction, operation, transportation or storage of equipment or materials, planting, and no temporary lighting of the construction area are authorized in marine turtle nesting habitat seaward of the dune crest at any time during the marine turtle nesting season (May 1 through October 31).

9. Permittee shall submit compliance reports as specified in Special and General Permit Conditions of this permit. General Permit Conditions 1(q) and 1(r) pertain to written reports which must be submitted to the Department of Environmental Protection at specified times. The forms for the reports: 1(q) **Foundation Location Certification** (DEP Form 73-114B) and 1(r) **Final Certification** (DEP Form 73-115B) are available at the website: https://floridadep.gov/rcp/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms. Each form may be submitted electronically to

General Letter of Consent Conditions

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL PERMIT CONDITIONS:

(1) The following general permit conditions shall apply, unless waived by the Department or modified by the permit:

(a) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by the Department as part of the permit. Deviations therefrom, without written approval from the Department, shall be grounds for suspension of the work and revocation of the permit pursuant to section 120.60(7), F.S., and shall result in assessment of civil fines or issuance of an order to alter or remove the unauthorized work, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized without prior written approval from the Department. A copy of the notice to proceed shall be conspicuously displayed at the project site. Approved plans shall be made available for inspection by a Department representative.

(b) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles, their nests and habitat, or adjacent property and structures.

(c) The permittee shall allow any duly identified and authorized member of the Department to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department until all construction or activities authorized or required in the permit have been completed and all project performance reports, certifications, or other documents are received by the Department and determined to be consistent with the permit and approved plans.

(d) The permittee shall hold and save the State of Florida, the Department, and its officers and employees harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.

(e) The permittee shall allow the Department to use all records, notes, monitoring data, and other information relating to construction or any activity under the permit, which are submitted, for any purpose necessary except where such use is otherwise specifically forbidden by law.

(f) Construction traffic shall not occur and building materials shall not be stored on vegetated areas seaward of the control line unless specifically authorized by the permit. If the Department determines that this requirement is not being met, positive control measures, such as temporary fencing, designated access roads, adjustment of construction sequence, or other requirements, shall be provided by the permittee at the direction of the Department. Temporary construction fencing shall not be sited within marine turtle nesting habitats.

(g) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored as prescribed in the permit with suitable fill material or revegetated with appropriate beach and dune vegetation. When required for mitigation, dune vegetation will be considered successfully established if within 180 days of planting, a minimum of 80 percent of the planting units survive, a minimum of 80 percent of the planted area is covered with native species and the vegetation is continuous without gaps along the shoreline.

(h) All fill material placed seaward of the CCCL shall meet the requirements of subsection 62B-33.005(7), F.A.C. All such fill material shall be free of construction debris, rocks, clay, or other foreign matter; and shall be obtained from a source landward of the CCCL.

(i) If surplus sand fill results from any approved excavation seaward of the control line, such material shall be distributed seaward of the control line on the site, as directed by the Department, unless otherwise specifically authorized by the permit. Sand fill placed seaward of the frontal dune, bluff or coastal armoring in marine turtle nesting habitat shall be configured such that it does not interfere with marine turtle nesting.

(j) Any native salt-tolerant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of the Department, with other native salt-tolerant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the Department, all plants installed in beach and coastal areas – whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise – shall be of species indigenous to Florida beaches and dunes, such as sea oats, sea grape, saw palmetto, panic grass, saltmeadow hay cordgrass, seashore saltgrass, and railroad vine, and grown from stock indigenous to the region in which the project is located.

(k) All topographic restoration and revegetation work is subject to approval by the Department, and the status of restoration shall be reported as part of the final certification of the actual work performed.

(l) If not specifically authorized elsewhere in the permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle nesting season. The marine turtle nesting season is May 1 through October 31 in all counties except Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward counties where leatherback turtle nesting occurs during the period of March 1 through October 31.

(m) If not specifically authorized elsewhere in the permit, no temporary lighting of the construction area is authorized at any time during the marine turtle nesting season and no additional permanent exterior lighting is authorized.

(n) All non-opaque walls, balcony railings, deck railings, windows and doors visible from any point on the beach must be tinted to a transmittance value (light transmission from inside to outside) of 45 percent or less through the use of tinted glass or window film.

(o) The permit has been issued to a specified property owner and is not valid for any other person unless formally transferred. An applicant requesting transfer of the permit shall sign the permit transfer agreement form, agreeing to comply with all terms and conditions of the permit, and return it to the Department. The transfer request shall be provided on the form entitled "Permit Transfer Agreement" – DEP Form 73-103 (Revised 1/04), which is hereby adopted and incorporated by reference. No work shall proceed under the permit until the new owner has received a copy of the transfer agreement approved by the Department. A copy of the transfer agreement shall be displayed on the construction site along with the permit. An expired permit shall not be transferred. Copies of the "Permit Transfer Agreement" form are available at the following website: https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms.

(p) The permittee shall immediately inform the Department of any change of mailing address of the permittee and any authorized agent until all requirements of the permit are met.

(q) For permits involving habitable major structures, all construction on the permitted structure shall stop when the foundation pilings have been installed. At that time the foundation location form shall be submitted to and accepted by the Department prior to proceeding with further vertical construction above the foundation. The form shall be signed by a professional surveyor, licensed pursuant to chapter 472, F.S., and shall be based upon such surveys performed in accordance with chapter 472, F.S., as are necessary to determine the actual configuration and dimensioned relationship of the installed pilings to the control line. The information shall be provided to the Department using the form entitled "Foundation Location Certification" – DEP Form 73-114B (Revised 9/05), which is hereby adopted and incorporated by reference. Phasing of foundation certifications is acceptable. The Department shall notify the permittee of approval or rejection of the form within seven (7) working days after staff receipt of the form. All survey information upon which the form is based shall be made available to the Department upon request. Permits for repairs or additions to existing structures with nonconforming foundations are exempt from this condition.

(r) For permits involving major structures and exterior lighting on major structures, the permittee shall provide the Department with a report by a registered professional within 30 days following completion of the work. For permits involving armoring or other rigid coastal structures, the permittee shall provide the Department with a report by an engineer licensed in the State of Florida within 30 days following completion of the work. The report shall state that all locations specified by the permit have been verified and that other construction and activities authorized by the permit, including exterior lighting, have been performed in compliance with the plans and project description approved as a part of the permit and all conditions of the permit; or shall describe any deviations from the approved plans, project description, or permit conditions, and any work not performed. Such report shall not relieve the permittee of the provisions of paragraph 62B-33.0155(1)(a), F.A.C. If none of the permitted work is performed, the permittee shall inform the Department in writing no later than 30 days following expiration of the permit. The report shall be provided on the form entitled "Final Certification" DEP Form 73-115B (Revised 9/05), which is hereby adopted and incorporated by reference. Copies of the "Final Certification" form are available at the following website: https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms.

(s) Authorization for construction of armoring or other rigid coastal structures is based on an engineering review and assessment of the design and anticipated performance and impact of the structure as a complete unit. Construction of any less than the complete structure as approved by the Department is not authorized and shall result in the assessment of an administrative fine and the issuance of an order to remove the partially constructed structure. Modifications to the project size, location, or structural design shall be authorized by the Department in accordance with rule 62B-33.013, F.A.C.

(2) The permittee shall not commence any excavation, construction, or other physical activity on or encroaching on the sovereignty land of Florida seaward of the mean high water line or, if established, the erosion control line until the permittee has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use.

(3) The permittee shall obtain any applicable licenses or permits required by Federal, state, county, or municipal law.

(4) This permit does not authorize trespass onto other property.

(5) In the event of a conflict between a general permit condition and a special permit condition, the special permit condition shall prevail.

(6) Copies of any forms referenced above can be obtained by contacting the Department of Environmental Protection, 2600 Blair Stone Road, MS 3522, Tallahassee, Florida 32399-2400, at https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms or by telephone at (850) 245-8570.

Approved plans are incorporated into this permit by reference.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

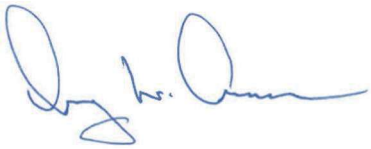
Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING
Executed in Tallahassee, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Doug W. Aarons, P.E., Program Administrator[1]
Coastal Construction Control Line Program
Office of Resilience and Coastal Protection

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Amanda Caparro, Agent, acaparro@moffattnichol.com
David Kieckbusch, Field Inspector, david.kieckbusch@floridadep.gov
Hillcrest Land, LLC SCR Trust, LLC, Surf House Land, LLC, Property Rep., jessica@fortpartners.com
Surf House Land, LLC, jessica@fortpartners.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Derek Reed — 4/10/2024
Clerk — **Date**

[1] The undersigned is delegated the authority of the Board of Trustees of the Internal Improvement Trust Fund, to review and take agency action on applications to use sovereignty submerged lands when the application involves an activity for which a Coastal Construction Control Line Permit is required. See Fla. Admin. Code R. 18-21.005(4).

SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS, SURFSIDE, FLORIDA 33154

GENERAL LANDSCAPE NOTES

1. The Contractor shall be responsible for verifying all underground utilities prior to digging in any area. The Contractor shall notify all necessary utility companies 48 hours minimum prior to digging for verification of all underground utilities, irrigation and all other obstructions and coordinate with Owner's Representative prior to initiating operations. Drawings are prepared according to the best information available at the time of preparing these documents.

2. The Contractor is responsible to ensure proper watering and maintenance of new and relocated materials during the warranty period.

3. Contractor is to report any discrepancies between the construction drawings and field conditions to the Owner immediately.

4. All planting materials shall meet or exceed Florida Grade # 1 as specified in Grades and Standards for Nursery Plants and Part II, Palms and Trees, current edition.

5. Contractor shall familiarize himself/herself with existing site conditions prior to initiating planting. All existing site furnishings, paving, landscape and other elements to remain shall be protected from any damage throughout all construction phases unless otherwise noted.

6. Landscape Contractor shall coordinate all work with related contractors and with the general construction of the project in order not to impede the progress of the work of others or the Contractor's own work. Landscape contractor shall provide schedule of his/her works two weeks in advance, beginning two weeks prior to commencing landscape trade construction.

7. Landscape Contractor shall be responsible to remove existing ground cover for all planting beds as specified prior to planting relocated material. Contractor shall be responsible to replace all portions of existing landscape and hardscape areas damaged while completing planting installation with same grass or materials species to the satisfaction of the Owner.

8. The Landscape Contractor shall bear all costs of testing of soils, amendments, etc. associated with the work and included in the specifications.

9. All plant material that may need to be replaced shall be in full and strict accordance to Florida No. 1 grade, according to the "Grades and Standards for Nursery Plants", published by the Florida Department of Agriculture and Consumer Services, the project manual and/or specifications. Plant material in some cases may exceed Florida No. 1 grade in order to meet the minimum requirements for the project.

10. Landscape Contractor shall field stake the location of all large / specimen trees and palms prior to initiating installation for the review and approval of the Owner and/or Landscape Architect.

11. Landscape Contractor shall field adjust location of plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground elements. All changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner and the Landscape Architect.

12. Any substitutions in size and/or plant material must be approved by the Landscape Architect or Owner prior to modification of the contract, purchasing and delivery of plants. All plants will be subject to approval by Landscape Architect and/or Owner before planting can begin. All plant materials will not include any plants considered to be invasive to South Florida's native plant communities.

13. Contractor shall refer to the landscape planting details, general notes and the project manual and/or specifications for further and complete landscape planting instructions.

14. Landscape Contractor shall be responsible for hand watering in all planting areas, regardless of the status of existing or proposed irrigation.

15. Landscape Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and deposited off-site daily. All materials, products and equipment shall be stored in an organized fashion as directed by the Owner.

16. Landscape Contractor shall regrade all areas disturbed by plant removal, relocation and/or installation work. Landscape Contractor shall replace (by equal size and quality) any and all existing plant material disturbed or damaged by plant removal, relocation, and/or installation work.

17. Guying and staking practices shall not permit nails, screws, wires etc., to penetrate outer surface of tree or palm. Trees or palms rejected due to this practice shall be replaced at the Contractor's expense.

18. Burlap material, wire cages, plastic straps, etc., must be cut and removed from top one - third (1/3) of root ball.

19. Trees grown in grow bags or grow bag type material are not allowed.

20. Plant size specifications take precedence over container size.

21. Contractor to verify quantities and report any discrepancies to Owner and/or Landscape Architect.

22. The locations of hardscape and landscape, as shown in these plans, are approximate. The final locations may be adjusted to accommodate unforeseen field conditions, to comply with safety setback criteria, to avoid creating unsafe sight conditions, or as otherwise directed by or approved by the landscape architect.

23. Existing grades and existing site information shown on this plan is compiled from base information supplied by the surveyor. The contractor is responsible for confirmation of actual site conditions. Urban Robot accepts no responsibility for existing topographic and existing site information.

24. The Landscape Contractor shall provide a detailed report and strategy for the transplanting, staging and reuse of any existing trees or palms within the proposed landscape plans (where applicable). This shall be verified and approved by the landscape architect.

25. All dimensions and layout information is referenced to coordinates points provided on the survey.

26. The contractor shall verify all existing conditions prior to the commencement of work. Any discrepancies shall be reported to the owner's representative immediately.

27. The contractor shall perform all work in accordance with all local, state and federal regulations and shall obtain all necessary permits for this project.

28. All site work shall be performed in accordance with landscape (l) and, if applicable, civil (c) drawing sets.

29. All notes and dimensions are typical unless otherwise noted.

30. All dimensions are square (parallel or perpendicular) unless otherwise noted. The landscape contractor shall notify the owner/owner's representative immediately in the event of any discrepancies found in the documents and/or field, or of conditions uncovered in the work which are not reflected in the plans.

31. The contractor shall take every precaution to prevent damage to all utilities (both above and below ground) within the project area. Damage to any utilities as a result of actions by the contractor shall be restored by the contractor, at his expense, to conditions equal to or better than before the damage was done.

32. Any areas disturbed by equipment, material storage, demolition and/or installation procedures are to be restored to original (or better) condition by contractor before completion of project and are subject to approval by owner's representative. All existing grassed areas not adequately protected and therefore damaged during construction, shall be replaced by the contractor at no additional cost to the owner.

33. The contractor shall provide all equipment, labor, materials and related work necessary for the prevention and control of dust resulting from operations in the performance of work of this contract. All cost in connection there with shall be considered to be included in the various unit and/or lump sum prices bid for the various item as listed in the bid.

34. Contractor shall submit shop drawings and/or samples of all materials to landscape architect as required within the detail drawings and notes.

35. All installation shall comply with Florida Department of Environmental Protection and Town of Surfside ordinances. All discrepancies shall be notified to Landscape Architect immediately.

REGION - N.T.S.

FORT PARTNERS

500 W. CYPRESS CREEK ROAD, SUITE 300
FT. LAUDERDALE, FL 33309

URBAN ROBOT LLC

SHEET INDEX	
L001	COVER SHEET
L002	SITE INDEX PLAN
L003A	DISPOSITION PLAN - A
L003B	DISPOSITION PLAN - B
L003C	DISPOSITION PLAN - C
L100A	GRADING PLAN - A
L100B	GRADING PLAN - B
L100C	GRADING PLAN - C
L109	TRANSECT PROFILES 1 - 10
L110	TRANSECT PROFILES 11 - 16
L200	PLANTING PALETTE & SCHEDULES
L201	PLANTING PLAN - A
L202	PLANTING PLAN - B
L203	PLANTING PLAN - C
L204	PLANTING NOTES & DETAILS

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APPROVED PLAN AS PERMITTED
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Reviewed by ______ April 10, 2024 Date

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URBAN ROBOT LLC
420 LINCOLN ROAD SUITE 600 MIAMI BEACH, FL 33139
HTTP: // WWW.URBANROBOT.NET

CLIENT:
FORT PARTNERS
500 W. CYPRESS CREEK RD.
STE. 330
FT. LAUDERDALE, FL 33309

SURFSIDE DUNE RESTORATION
90TH - 92ND STREETS
SURFSIDE, FL 33154

REVISIONS
ID Date Description

SEAL

JUSTINE K. VELEZ
RLA #LA6667391

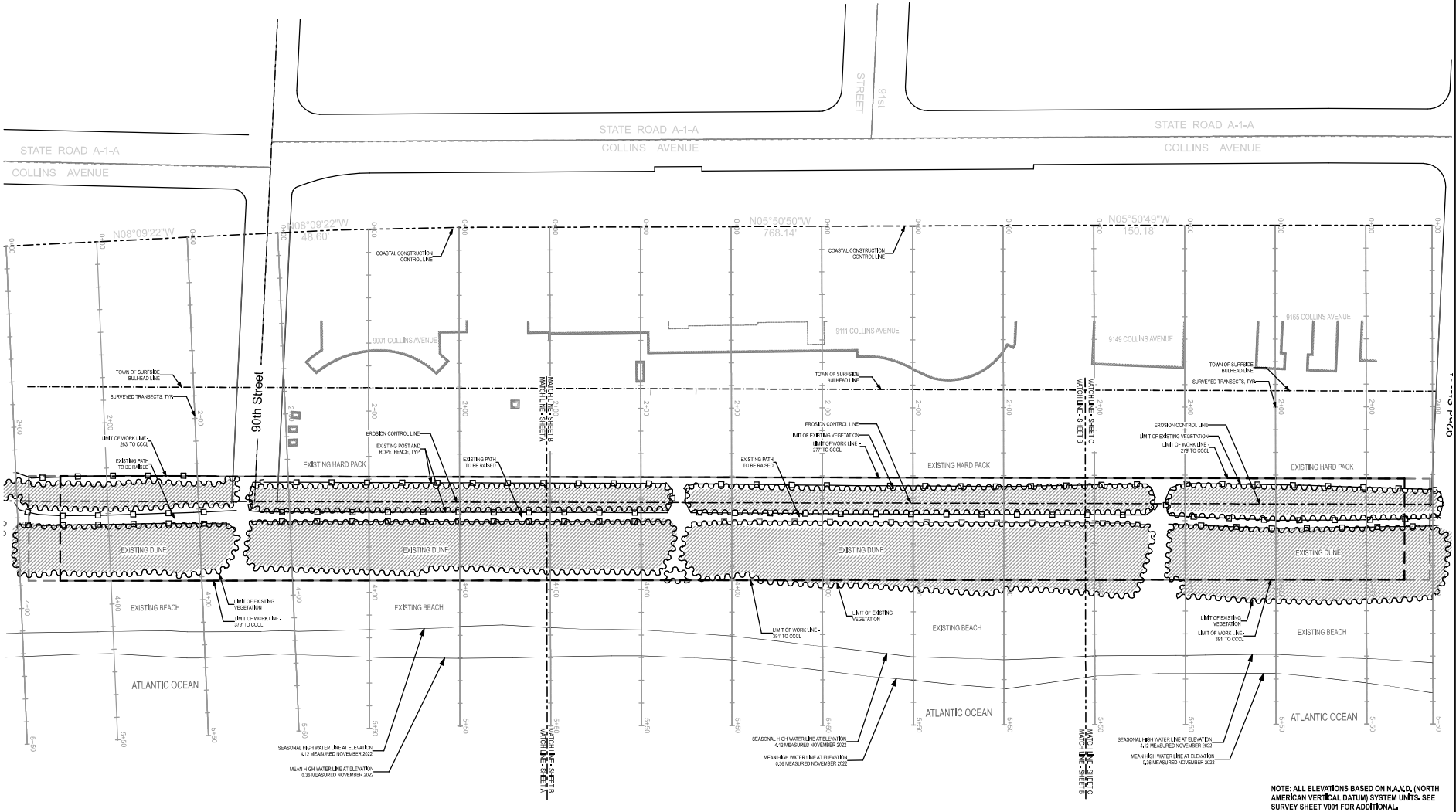
2228
PROJECT No.

#DATE
DATE

BM / WL / JV
DRAWN / CHECKED

COVER SHEET

L001



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URBAN ROBOT LLC

CLIENT:
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500 W. CYPRESS CREEK RD.
STE. 310
FT. LAUDERDALE, FL 33309

SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FL.P.E. 81489/1281

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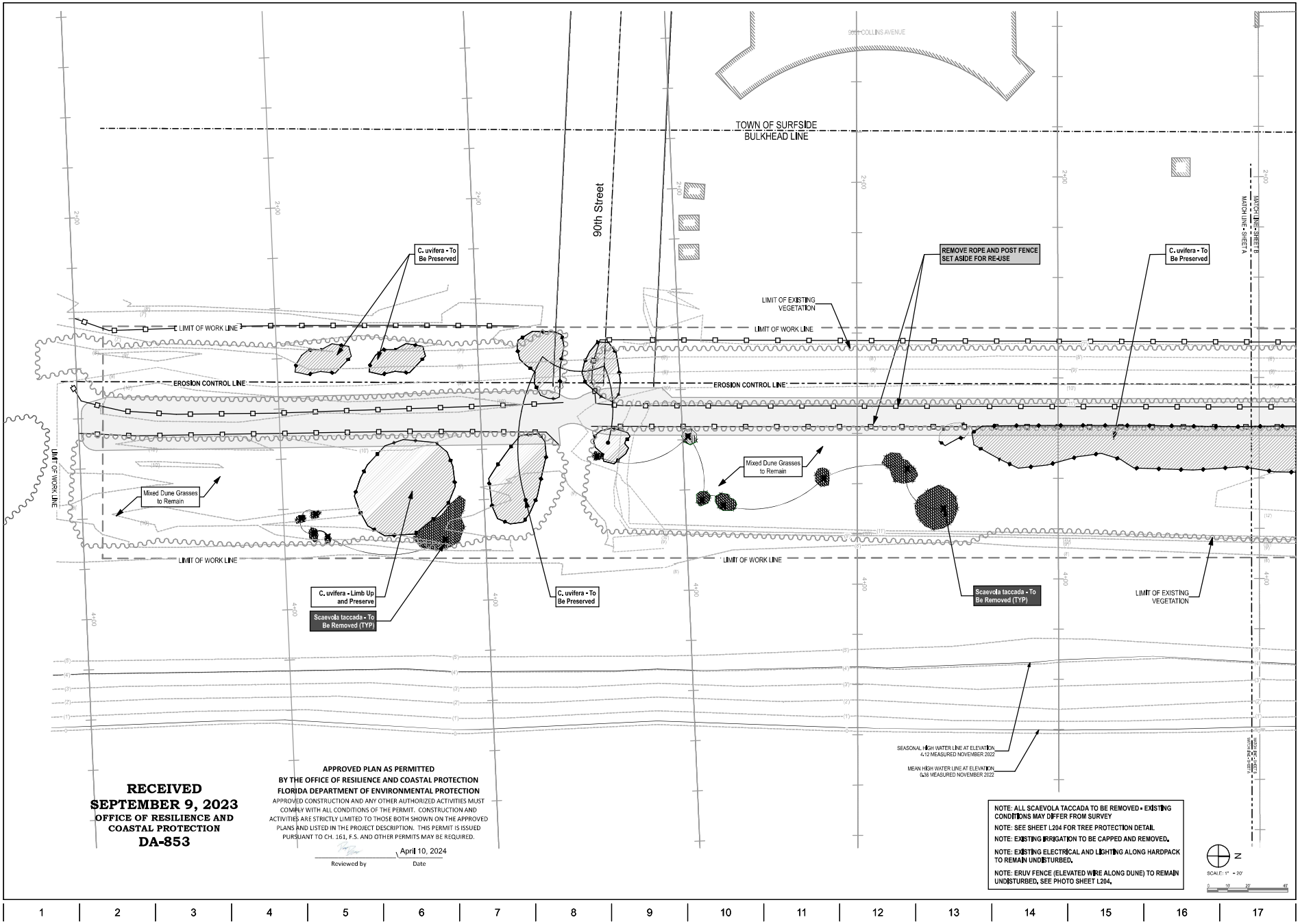
SITE INDEX PLAN

L002



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NOTE: ALL SCAEVOLA TACCADA TO BE REMOVED - EXISTING CONDITIONS MAY DIFFER FROM SURVEY

NOTE: SEE SHEET L204 FOR TREE PROTECTION DETAIL

NOTE: EXISTING IRRIGATION TO BE CAPPED AND REMOVED.

NOTE: EXISTING ELECTRICAL AND LIGHTING ALONG HARDPACK TO REMAIN UNDISTURBED.

NOTE: ERUV FENCE (ELEVATED WIRE ALONG DUNE) TO REMAIN UNDISTURBED. SEE PHOTO SHEET L204.

URBAN ROBOT LLC

CLIENT:
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STE. 310
FT. LAUDERDALE, FL 33309

SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FLA. LA#6672281

REVISIONS

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2228
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9/8/23

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DISPOSITION PLAN - A

L003A

9111 COLLINS AVENUE

TOWN OF SURFSIDE BULKHEAD LINE

TOWN OF SURFSIDE BULKHEAD LINE

MATCH LINE - SHEET B
MATCH LINE - SHEET A

MATCH LINE - SHEET C
MATCH LINE - SHEET B

C. uvifera - To Be Preserved

LIMIT OF EXISTING VEGETATION

C. uvifera and S. maritima (intermingled) - To Be Preserved

REMOVE ROPE AND POST FENCE SET ASIDE FOR RE-USE

LIMIT OF WORK LINE

EROSION CONTROL LINE

Mixed Dune Grasses to Remain

LIMIT OF EXISTING VEGETATION

SEASONAL HIGH WATER LINE AT ELEVATION 4.12 MEASURED NOVEMBER 2022

MEAN HIGH WATER LINE AT ELEVATION 0.26 MEASURED NOVEMBER 2022

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N

SCALE: 1" = 20'

0 10 20 40

URBAN ROBOT LLC

CLIENT:
FORT PARTNERS
500 W. CYPRESS CREEK RD.
STE. 310
FT. LAUDERDALE, FL 33309

SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FL LA #6667391

REVISIONS

No	Date	Description

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9/8/23
DATE

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DISPOSITION PLAN - B

L003B

9149 COLLINS AVENUE

9165 COLLINS AVENUE

TOWN OF SURFSIDE BULKHEAD LINE

92nd Street

MATCH LINE - SHEET C
MATCH LINE - SHEET B

C. uvifera - To Be Preserved (TYP)

REMOVE ROPE AND POST FENCE SET ASIDE FOR REUSE

C. uvifera - To Be Preserved (TYP)

LIMIT OF EXISTING VEGETATION

LIMIT OF WORK LINE

EROSION CONTROL LINE

EROSION CONTROL LINE

Mixed Dune Grasses to Remain

Mixed Dune Grasses to Remain

LIMIT OF WORK LINE

LIMIT OF WORK LINE

LIMIT OF EXISTING VEGETATION

SEASONAL HIGH WATER LINE AT ELEVATION 4.12 MEASURED NOVEMBER 2022

MEAN HIGH WATER LINE AT ELEVATION 0.36 MEASURED NOVEMBER 2022

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N

SCALE: 1" = 20'

0 10 20 40

1200 NORTH ROAD SUITE 1 DEERFIELD BEACH, FL 33139
WWW.URBANROBOT.NET
URBAN ROBOT LLC

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FORT PARTNERS
500 W. CYPRESS CREEK RD.
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SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FL LA #6671281

REVISIONS

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2228
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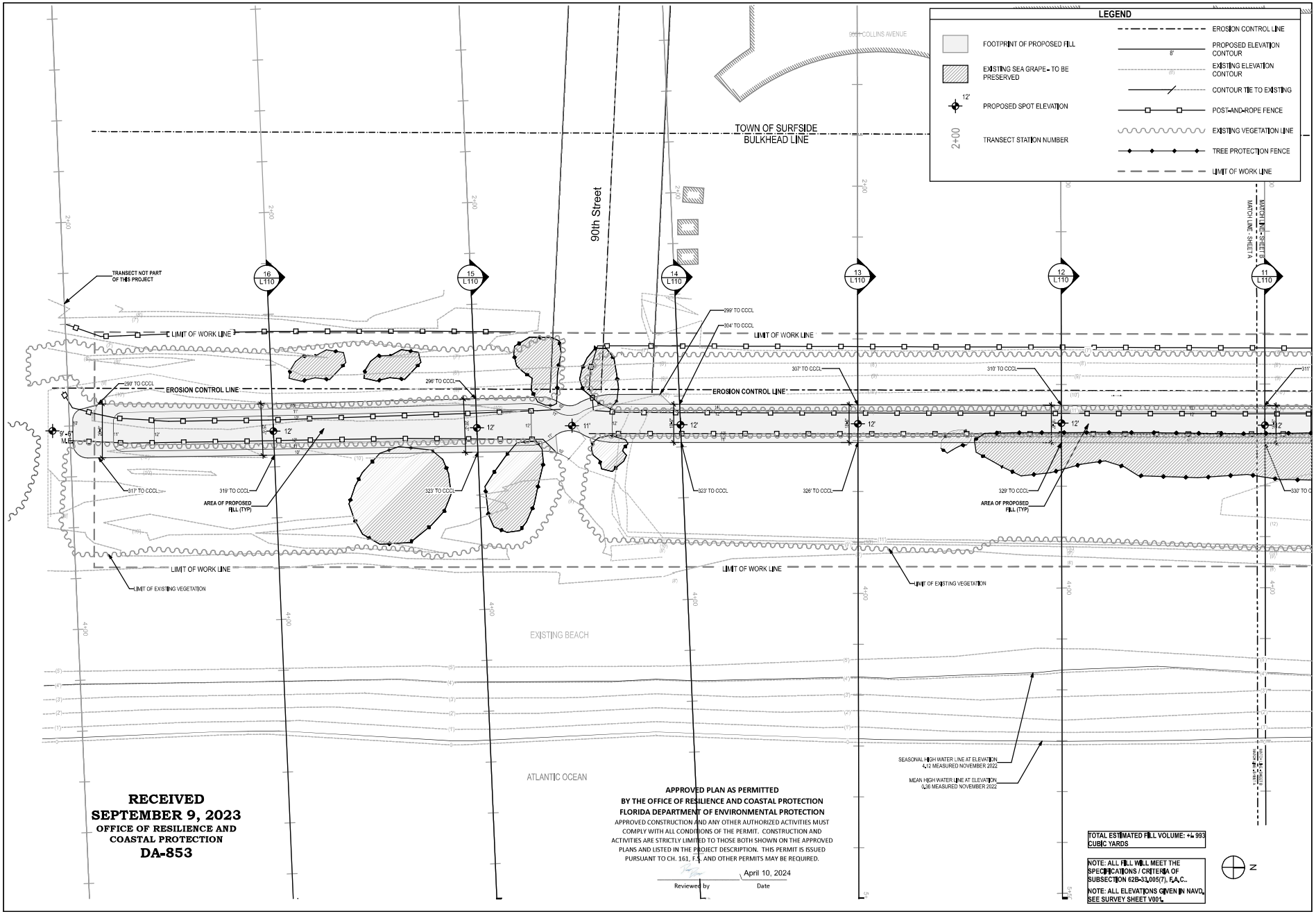
DISPOSITION PLAN - C

L003C



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URBAN ROBOT LLC

CLIENT:
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500 N. CYPRESS CREEK RD.
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FT. LAUDERDALE, FL 33309

SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

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FL LIC. 0.LA8667281

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2228
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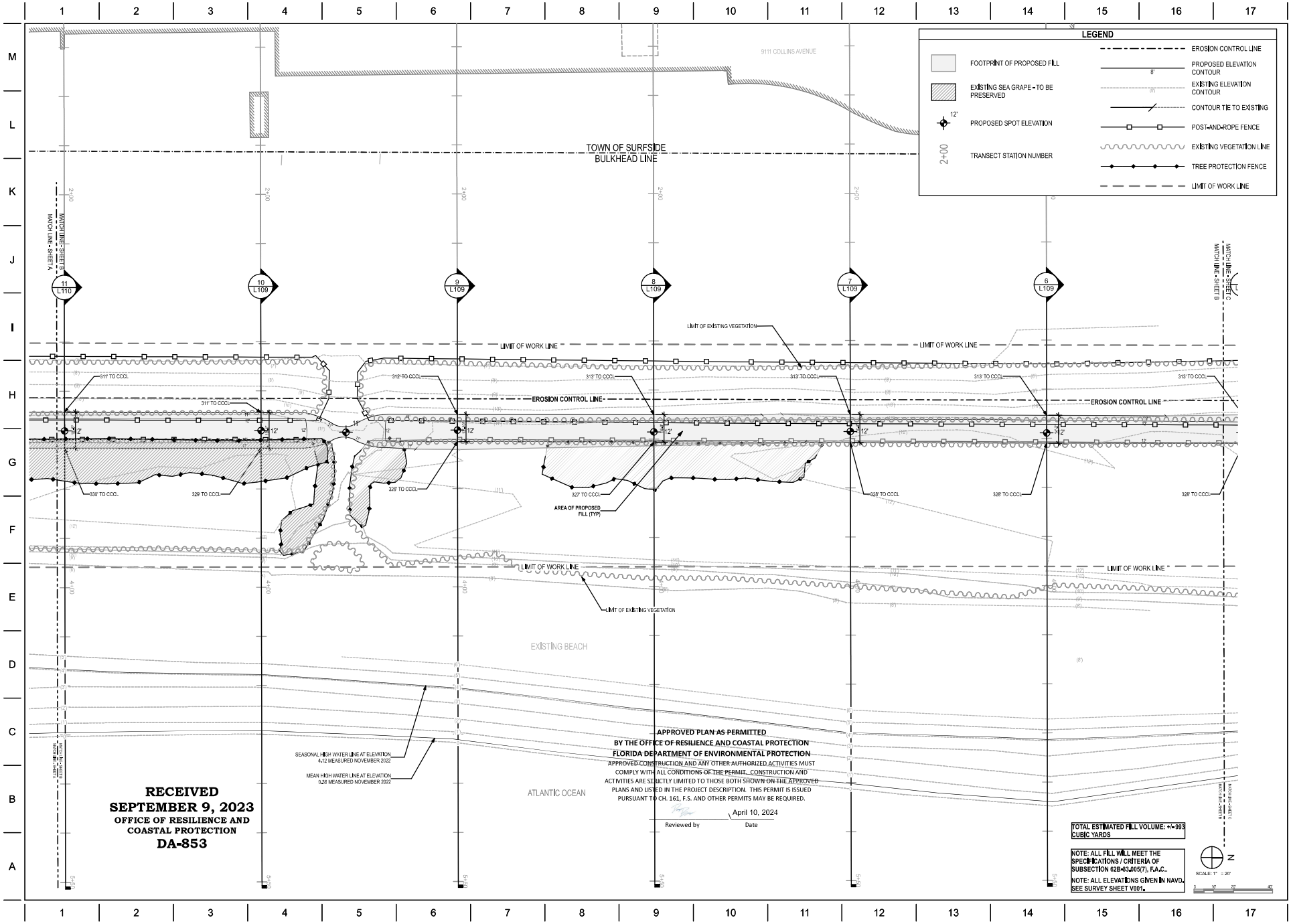
GRADING PLAN - A

L100A



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URBAN ROBOT LLC

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SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FL.R. #14001281

REVISIONS

No	Date	Description

2228
PROJECT NO.

9/8/23
DATE

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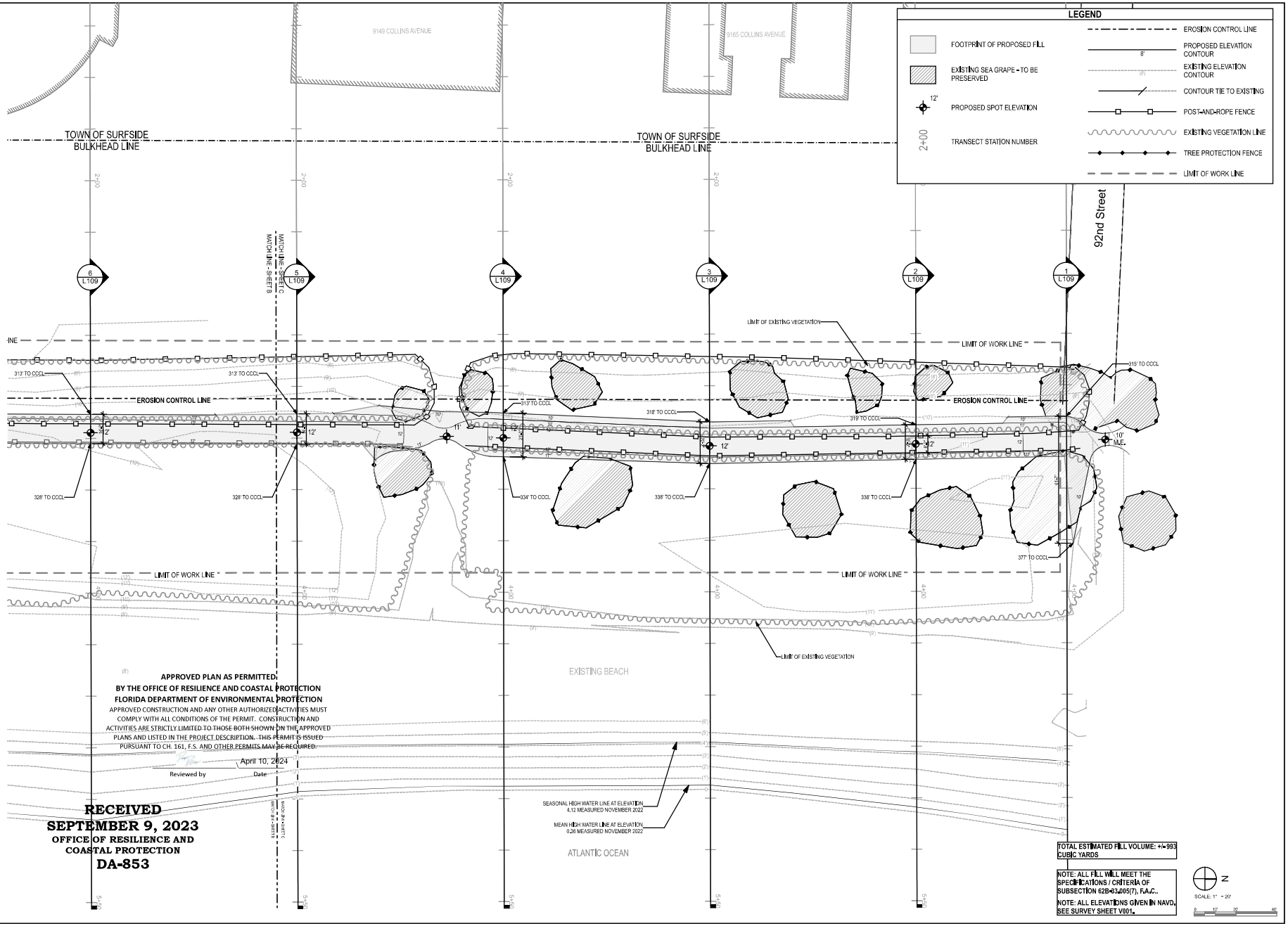
GRADING PLAN - B

L100B


LEGEND
FOOTPRINT OF PROPOSED FILL
EXISTING SEA GRAPE - TO BE PRESERVED
PROPOSED SPOT ELEVATION
TRANSECT STATION NUMBER
EROSION CONTROL LINE
PROPOSED ELEVATION CONTOUR
EXISTING ELEVATION CONTOUR
CONTOUR TIE TO EXISTING
POST-AND-ROPE FENCE
EXISTING VEGETATION LINE
TREE PROTECTION FENCE
LIMIT OF WORK LINE
9149 COLLINS AVENUE
9165 COLLINS AVENUE
TOWN OF SURFSIDE BULKHEAD LINE
92nd Street
MATCH LINE - SHEET C
MATCH LINE - SHEET B
LIMIT OF EXISTING VEGETATION
LIMIT OF WORK LINE
EROSION CONTROL LINE
313' TO CCCL
315' TO CCCL
318' TO CCCL
319' TO CCCL
328' TO CCCL
334' TO CCCL
338' TO CCCL
336' TO CCCL
377' TO CCCL
M.E.
EXISTING BEACH
ATLANTIC OCEAN
SEASONAL HIGH WATER LINE AT ELEVATION 4.12 MEASURED NOVEMBER 2022
MEAN HIGH WATER LINE AT ELEVATION 0.36 MEASURED NOVEMBER 2022
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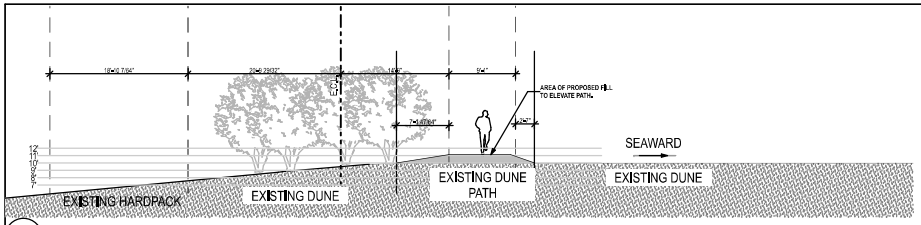
DA-853
TOTAL ESTIMATED FILL VOLUME: +/-993 CUBIC YARDS
NOTE: ALL FILL WILL MEET THE SPECIFICATIONS / CRITERIA OF SUBSECTION 62B-33.005(7), F.A.C..
NOTE: ALL ELEVATIONS GIVEN IN NAVD. SEE SURVEY SHEET V001.
N
SCALE: 1" = 20'
URBAN ROBOT LLC
CLIENT:
FORT PARTNERS
500 W. CYPRESS CREEK RD.
STE. 310
FT. LAUDERDALE, FL 33309
SURFSIDE DUNE RESTORATION
90TH - 92ND STREETS
SURFSIDE, FL 33154
SEAL
REVISIONS
No Date Description
2228
9/8/23
BM / WL / JV
GRADING PLAN - C
L100C

NOTE: ALL VEGETATION SHOWN IS REPRESENTATIVE. SEE SURVEY FOR SPECIFIC VEGETATION INFORMATION.

NOTE: PROFILE NUMBERS CORRESPOND TO SURVEY TRANSECTS NUMBERED 1 - 16. TRANSECT 17 FALLS OUTSIDE PROJECT SCOPE.



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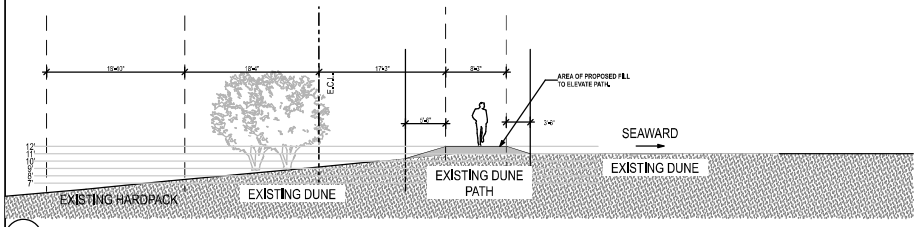

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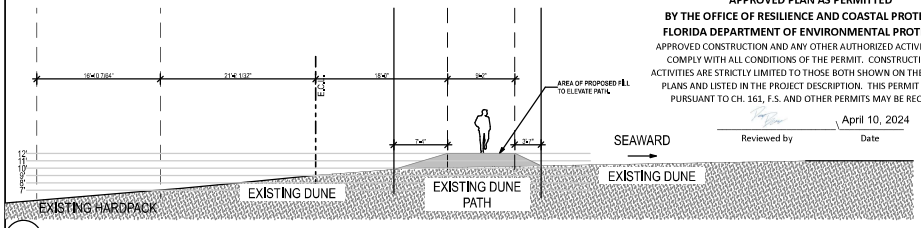

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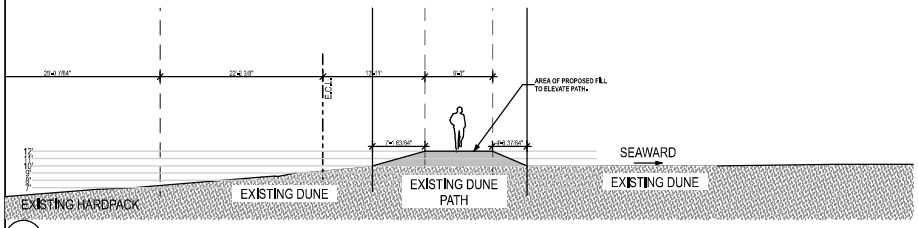

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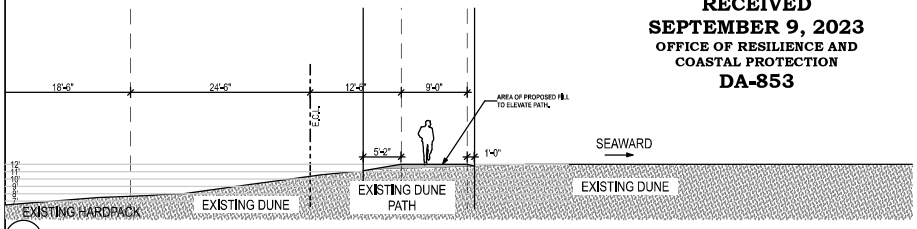

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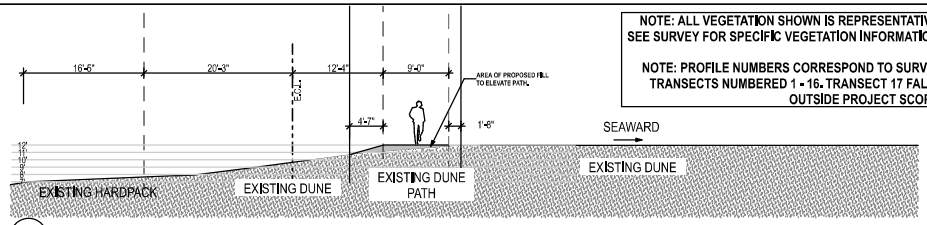

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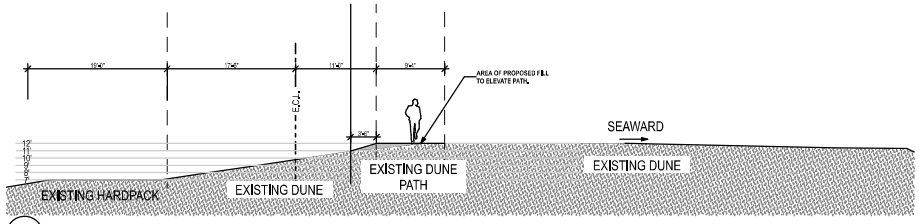

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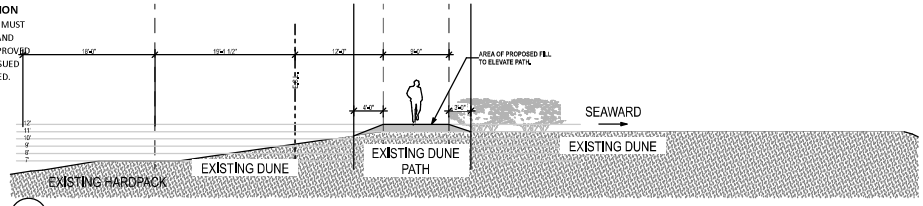

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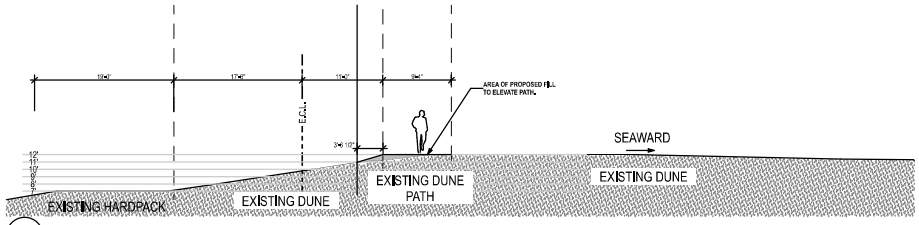

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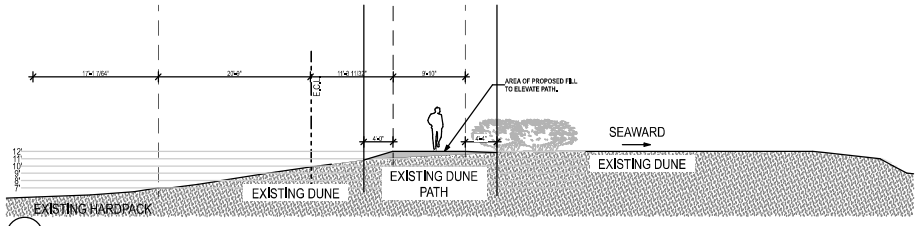

10

SCALE: 1/8" = 1'-0"

APPROVED PLAN AS PERMITTED
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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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100 NORTH ROAD SWD | NEW SMYRNA BEACH, FL 32169
WWW.URBANROBOT.NET | INFO@URBANROBOT.NET
URBAN ROBOT LLC

CLIENT:
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500 W. CYPRESS CREEK RD.
STE. 310
FT. LAUDERDALE, FL 33309

SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FL# 81489/7281

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DATE

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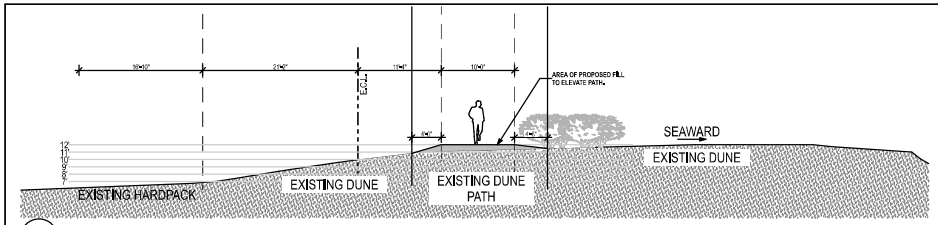
TRANSECT PROFILES 1 - 10

L109



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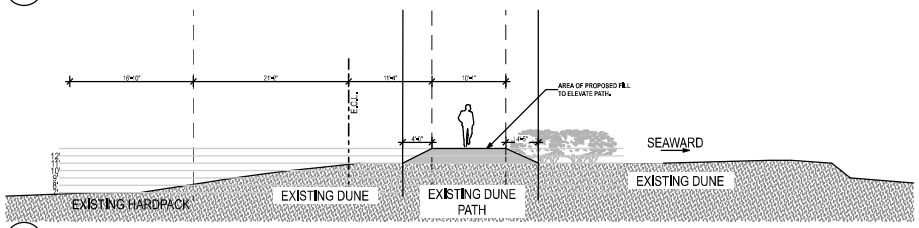

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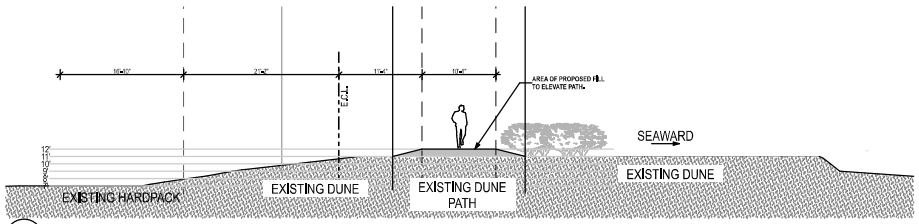

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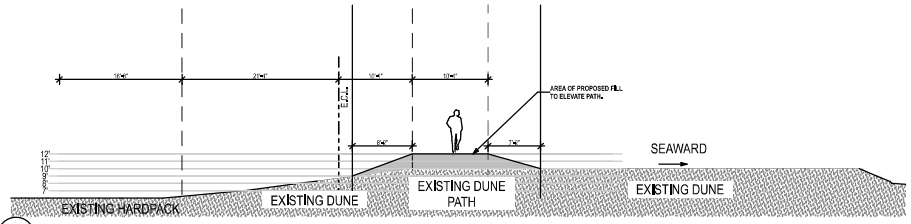

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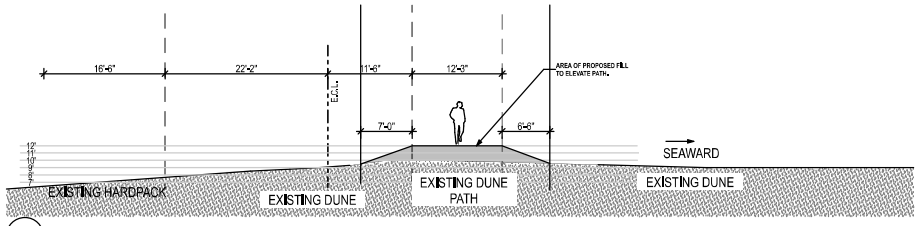

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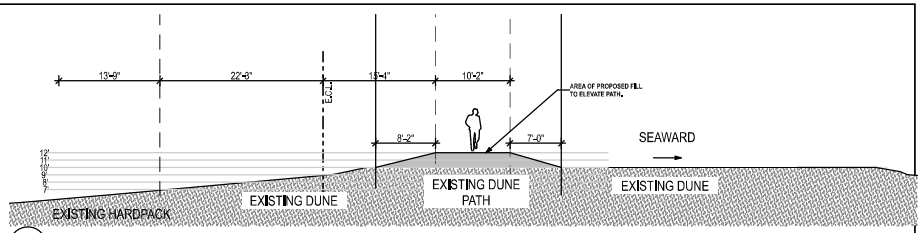

16

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Reviewed by — April 10, 2024 Date

NOTE: ALL VEGETATION SHOWN IS REPRESENTATIVE. SEE SURVEY FOR SPECIFIC VEGETATION INFORMATION.

NOTE: PROFILE NUMBERS CORRESPOND TO SURVEY TRANSECTS NUMBERED 1 - 16, TRANSECT 17 FALLS OUTSIDE PROJECT SCOPE.

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URBAN ROBOT LLC

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SURFSIDE DUNE RESTORATION

90TH - 92ND STREETS
SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FL Lic. # 6489738

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TRANSECT PROFILES 11 - 16

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SEA OATS | Uniola paniculata

SALTMEADOW CORDGRASS | Spartina patens

SEA LAVENDER | Argusia gnaphalodes

CORAL BEAN | Erythrina herbacea

BAY CEDAR | Suriana maritima

SILVER SAW PALMETTO | Serenoa repens 'Cinerea'

GRASSES AND SHRUBS

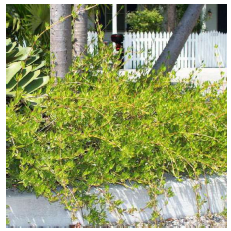
SEA PURSLANE | Sesuvium portulacastrum

BLANKET FLOWER | Gaillardia pulchella

BEACH DUNEFLOWER | Helianthus debilis

RAILROAD VINE | Ipomea pes-caprae

SEA OXEYE DAISY | Borrichia frutescens


GOLDEN BEACH CREEPER | Ernodia littoralis

SEACOAST MARSHELDER | Iva imbricata

BEACH MORNING GLORY | Ipomea imperati

GROUND COVERS AND VINES

PLANTING PALETTE (1)

Shrub Schedule

Symbol	ID	QTY	Botanical Name	Common Name	Size	Height	Spread	Spacing	Native	Remarks
	Ag	42	Argusia gnaphalodes	Sea Lavender	10g	4'	4'	36"	Y	Shrub
	Ci	166	Chrysobalansus icaco 'Red Tip'	Red Tip Coccoplum	7g	24"	24'	24"	Y	Shrub
	Eh	15	Erythrina herbacea	Coral Bean	10g	5'	5'	60"	Y	Shrub
	Sm		Suriana maritima	Bay Cedar	7g	5'	5'	48"	Y	Shrub
	Sm	5	Suriana maritima	Bay Cedar	7g	5'	5'	48"	Y	Shrub
	Sp		Spartina patens	Saltmeadow Cordgrass	3g	24"	24"	18"	Y	
	Sp		Spartina patens	Saltmeadow Cordgrass	3g	24"	24"	18"	Y	Grass

Shrub Schedule (2)

Groundcover Schedule

Symbol	ID	QTY	Botanical Name	Common Name	Size	Height	Spread	Spacing	Native	Area (sf)	Remarks
	Iv		Iva imbricata	Marsh Elder	7 Gal	36"	36"	5'	Y	242	
	bf		Borrichia frutescens	Sea Oxeye Daisy	3g	2'-4'	2'	36"	Y	173	
	bf	131	Borrichia frutescens	Sea Oxeye Daisy	3g	2'-4'	2'	36"	Y	547	Ground Cover
	el		Ernodia littoralis	Golden Creeper	3g	12"	18"	18"	Y	396	Ground Cover
	el	1276	Ernodia littoralis	Golden Creeper	3g	12"	18"	18"	Y	2,240	Ground Cover
	gp		Gaillardia pulchella	Blanket flower	3g	24"	24"	18"	Y	627	Ground Cover
	gp	1151	Gaillardia pulchella	Blanket flower	3g	24"	24"	18"	Y	1,969	Ground Cover
	hd		Helianthus debilis	Dune Sunflower	3g	24"	24"	18"	Y	608	Ground Cover

Groundcover Schedule (3)

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SURFSIDE, FL 33154

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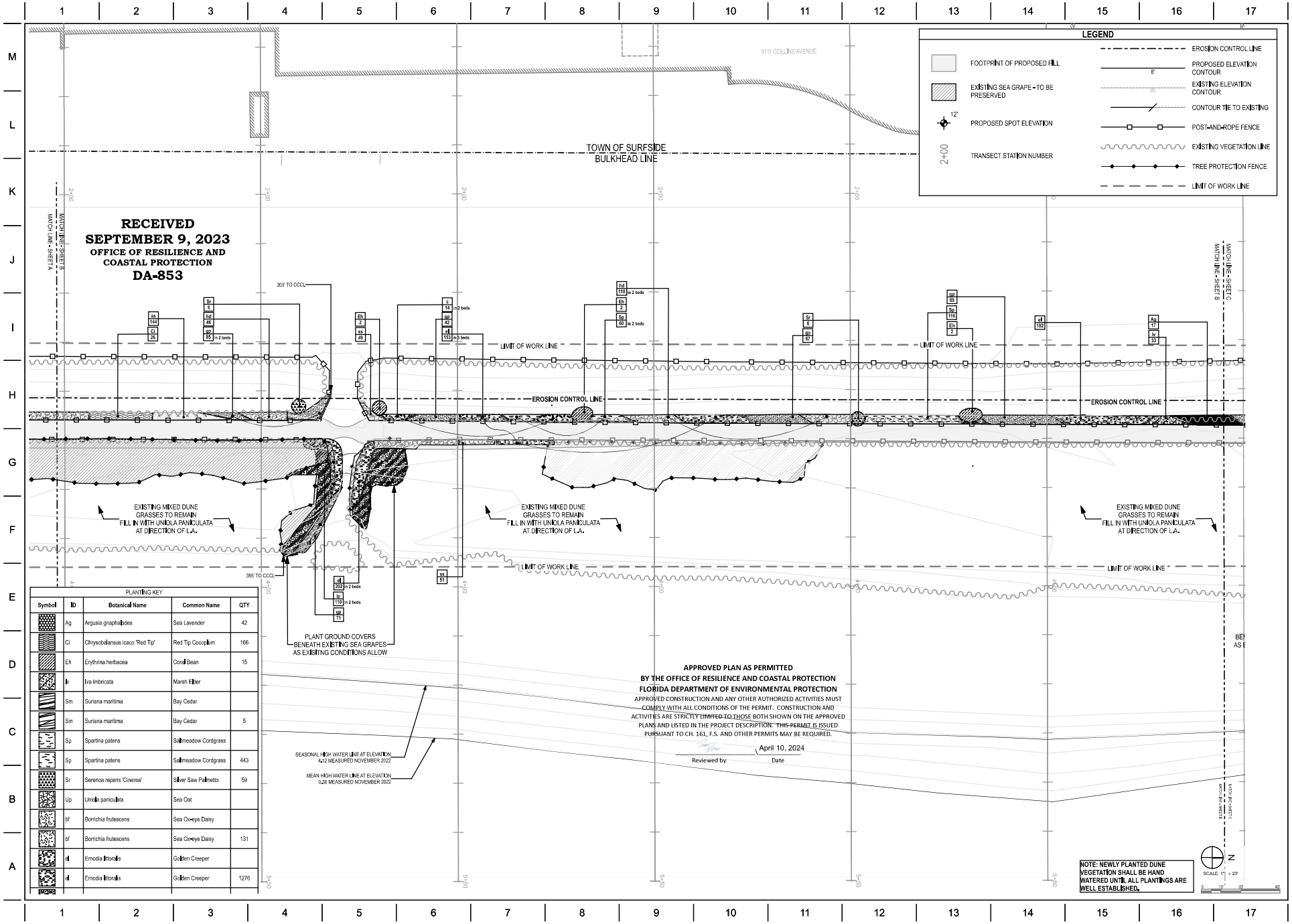
PLANTING PALETTE & SCHEDULES

L200



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April 10, 2024
Reviewed by Date

PLANTING KEY

Symbol	ID	Botanical Name	Common Name	QTY
	Ag	Argusia gnaphalodes	Sea Lavender	42
	Ci	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	166
	Eh	Erythrina herbacea	Coral Bean	15
	Iv	Iva imbricata	Marsh Elder	
	Sm	Suriana maritima	Bay Cedar	
	Sm	Suriana maritima	Bay Cedar	5
	Sp	Spartina patens	Saltmeadow Cordgrass	
	Sp	Spartina patens	Saltmeadow Cordgrass	443
	Sr	Serenoa repens 'Cinerea'	Silver Saw Palmetto	59
	Up	Uniola paniculata	Sea Oat	
	bf	Borrichia frutescens	Sea Ox-eye Daisy	
	bf	Borrichia frutescens	Sea Ox-eye Daisy	131
	el	Ernodia littoralis	Golden Creeper	
	el	Ernodia littoralis	Golden Creeper	1276

URBAN ROBOT LLC

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SURFSIDE, FL 33154

SEAL

JUSTINE N. VELEZ
FL LIC. # L6661261

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PLANTING PLAN - B

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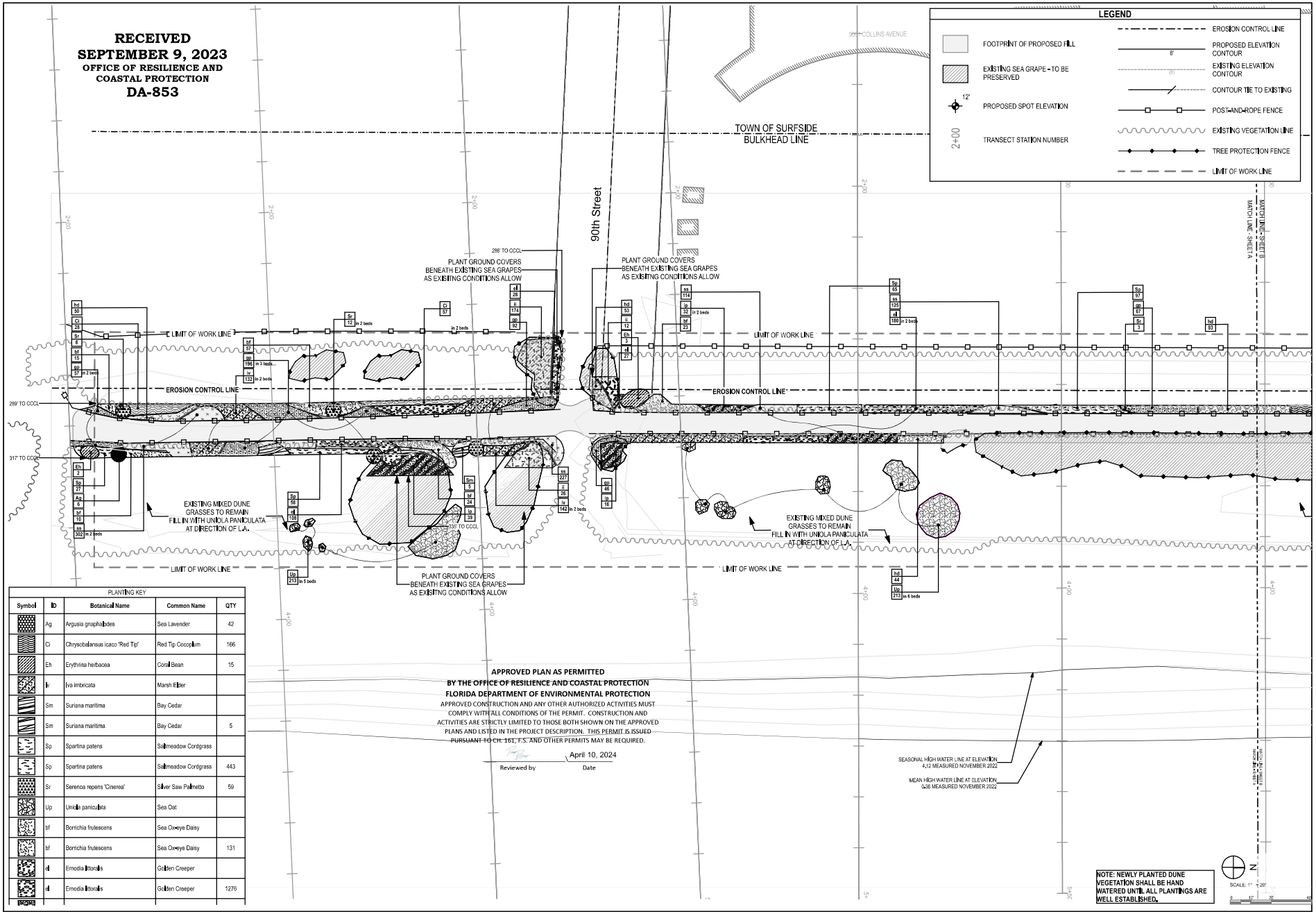

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NOTE: NEWLY PLANTED DUNE VEGETATION SHALL BE HAND WATERED UNTIL ALL PLANTINGS ARE WELL ESTABLISHED.

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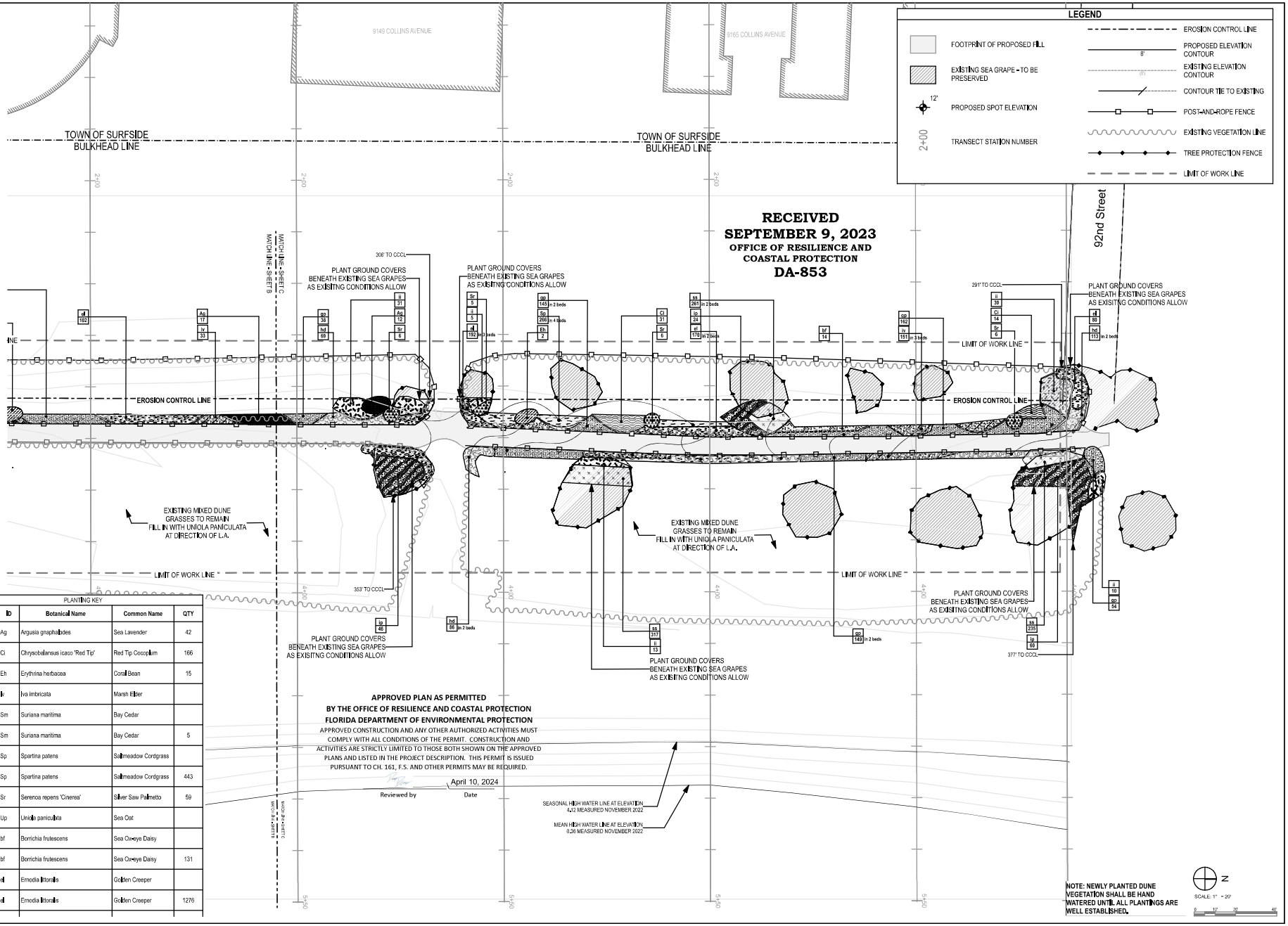
PLANTING PLAN - A

L201



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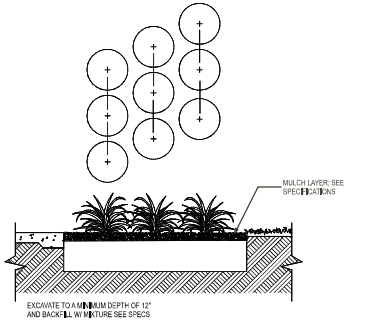
PLANTING PLAN - C

L203

ERUV FENCE 4

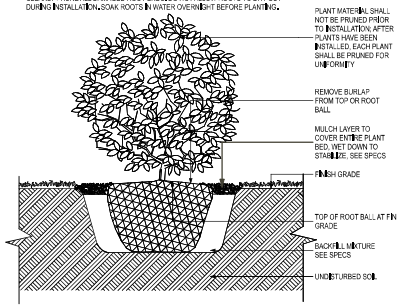


GROUNDCOVER SPACING DETAIL 3

NOT TO SCALE

NOTES:

MIN. ROOT SPREAD TO BE IN ACCORDANCE WITH "AMERICAN STANDARDS FOR NURSERY STOCK". PRUNE ALL DAMAGED, DISEASED, OR WEAK LIMBS AND ROOTS. CLEANLY PRUNE ALL DAMAGED ROOT ENDS. DO NOT ALLOW ROOTS TO DRY OUT DURING INSTALLATION. SOAK ROOTS IN WATER OVERNIGHT BEFORE PLANTING.



SHRUB DETAIL 2

NOT TO SCALE

PLANTING SPECIFICATIONS

1. The Contractor is responsible for maintaining, all planting areas (including watering, spraying, mulching, mowing, fertilizing, etc.) until the job is accepted, in full, by the Owner and/or Landscape Architect.

2. All root balls shall conform to the size standards set forth in "American Standards for Nursery Stock".

3. All plant material shall be protected during transport and delivery to final location with shade cloth or other acceptable means of windburn prevention.

4. All trees must be guyed or staked as shown in the details.

5. Installation- All plant material shall be installed in a sound, workman- like manner and according to accepted good planting and tree relocation procedures with the quality of plant materials as hereinafter described. All elements of landscaping shall be installed so as to meet all applicable ordinances and code requirements.

6. There shall be no chains or cables used on trees or palms. Handle with two inch (2") minimum width nylon straps or equal.

7. Contractor shall assure drainage and percolation of all planting pits prior to installation of plant material. Contractor shall fill all tree pits with water before planting to assure that proper drainage and percolation is available. Correct if required to assure percolation. Contractor is responsible for replacement of all plants lost due to inadequate drain- age conditions.

8. Contractor to request final acceptance of project in writing. If all work is satisfactory and complete in accordance with conditions of contract documents, then the Owner and the Landscape Architect shall declare the project substantially complete.

9. Contractor to replace rejected plant material within one (1) week of written notice.

10. Contractor shall mulch all plant material throughout and completely to a three inch (3") depth of loose, weed free, sterilized Melaleuca mulch.

11. Plant Material which is not installed at the direction of the landscape architect or owner will become the property of the contractor unless it becomes relocated on site. The Contractor shall provide the owner a credit for any plant material not installed on the site.

12. Shrub pits to be excavated to minimum thirty inches (30").

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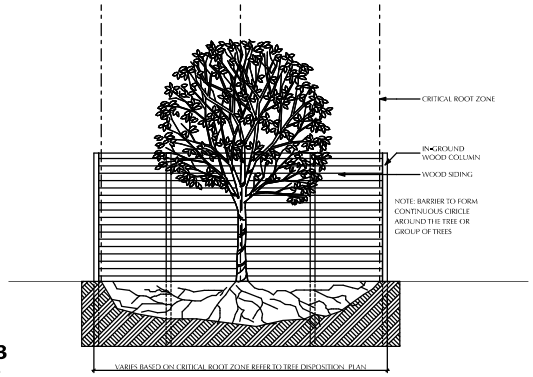

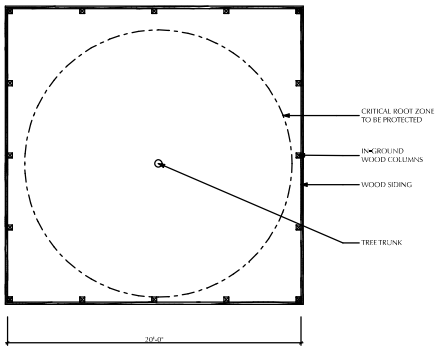

Tree Protection Detail 1

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PLANTING NOTES & DETAILS

L204