

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

REVISIONS		BY
6	WWS	CCE RM - RIP RAP SPEC
4	WWS	CCE RM - Add Notes
3	WWS	SPMAD RM - Remove Top Rip Rap Detail
2	WWS	SPMAD RM
1	WWS	SPMAD RM
NO DATE		REMARKS

STORMWATER ENGINEERING, INC.

SJE

Civil, Hydrologic & Hydraulic Engineers

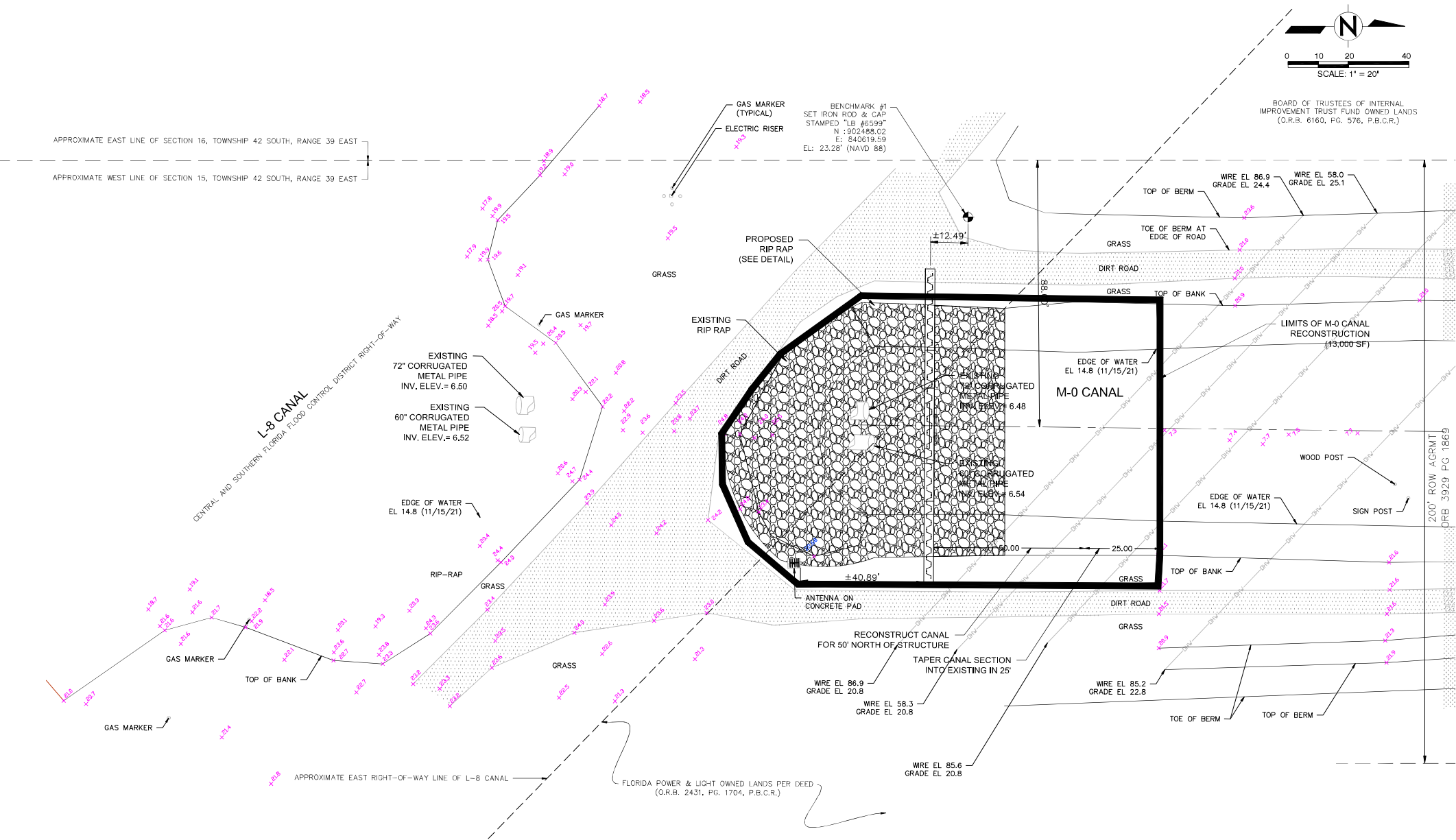
1855 Indian Road, Suite 202, West Palm Beach, FL 33409  
Ph: (561) 242-0028 • Fax: (561) 242-0009 • stormwater@semail.com

CIVIL SITE PLAN  
INDIAN TRAIL IMPROVEMENT DISTRICT  
M-0 OUTFALL CANAL STRUCTURE

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This Drawing is Provided For Informational Purposes Only. It is Not to be Used for Construction Without the Approval of the Engineer Representing Stormwater Engineering, Inc.  
C.A. 00009484

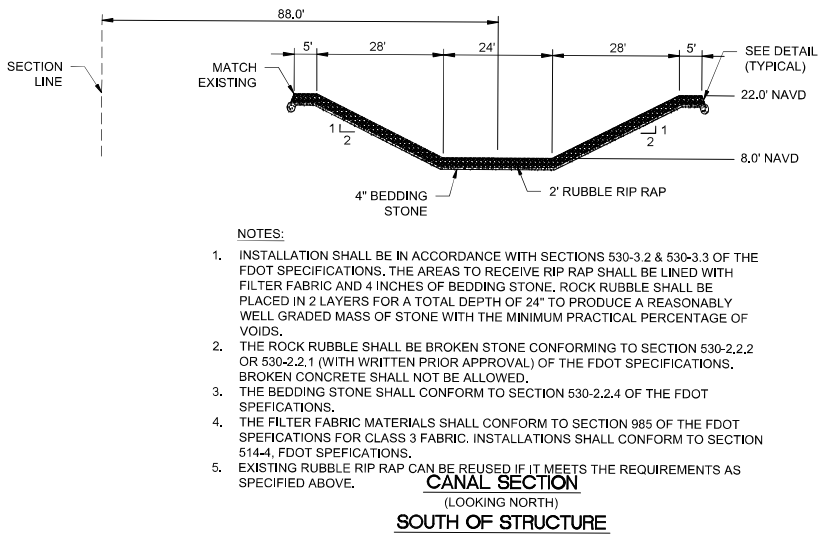
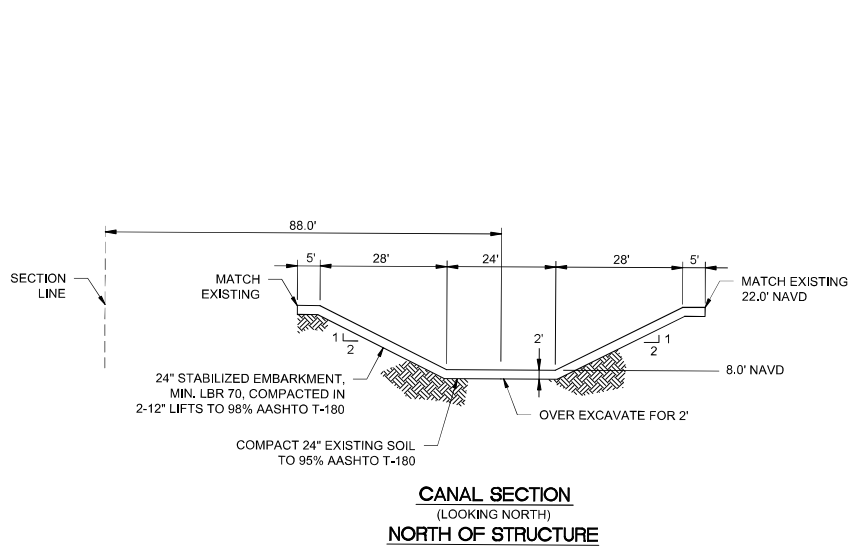
91084.006 Civil Site Plan.dwg

DATE	6/27/2022	PL
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CHECKED (1)		
CHECKED (2)		
PROJECT MANAGER		JGF
1	2	
91084.006		

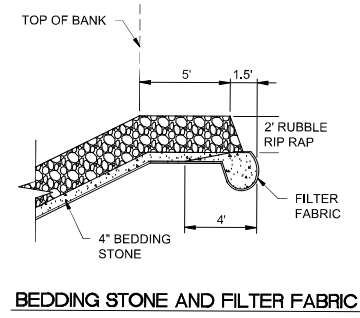


GENERAL NOTES

- ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
- DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
- TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA, DATE : OCTOBER 2021.
- NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.



- NOTES:
- INSTALLATION SHALL BE IN ACCORDANCE WITH SECTIONS 530-3.2 & 530-3.3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIP RAP SHALL BE LINED WITH FILTER FABRIC AND 4 INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 24" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
  - THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-2.2.2 OR 530-2.2.1 (WITH WRITTEN PRIOR APPROVAL) OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
  - THE BEDDING STONE SHALL CONFORM TO SECTION 530-2.2.4 OF THE FDOT SPECIFICATIONS.
  - THE FILTER FABRIC MATERIALS SHALL CONFORM TO SECTION 985 OF THE FDOT SPECIFICATIONS FOR CLASS 3 FABRIC. INSTALLATIONS SHALL CONFORM TO SECTION 514-4, FDOT SPECIFICATIONS.
  - EXISTING RUBBLE RIP RAP CAN BE REUSED IF IT MEETS THE REQUIREMENTS AS SPECIFIED ABOVE.



WATERMAN AC-31f CANAL GATE

REPLACE WHEEL WITH 90 DEGREE GEAR BOX & 3/4" SQUARE NIPPLE OPERATED FROM CATWALK

FLATBACK/ FLANGEBACK

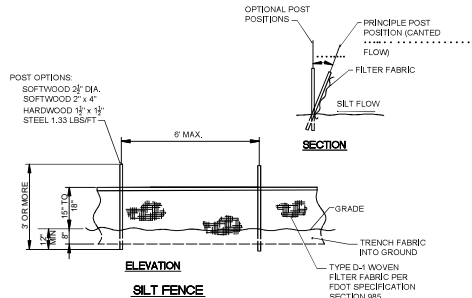
SEAT DETAIL

DRAWING REPRESENTS TOP VIEW OF UNIMOUNTED HYDRAULIC GUIDE INSERTS

AC-31f ALUMINUM CANAL GATE

WATERWAY	A1	A2	A3	B	C	D	E	F	H
1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"
1"	1"	1"	1"	1"	1"	1"	1"	1"	1"
1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
2"	2"	2"	2"	2"	2"	2"	2"	2"	2"
2 1/2"	2 1/2"	2 1/2"	2 1/2"	2 1/2"	2 1/2"	2 1/2"	2 1/2"	2 1/2"	2 1/2"
3"	3"	3"	3"	3"	3"	3"	3"	3"	3"
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4"	4"	4"	4"	4"	4"	4"	4"	4"	4"
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5"	5"	5"	5"	5"	5"	5"	5"	5"	5"
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50"	50"	50"	50"	50"	50"	50"	50"	50"	50"
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51"	51"	51"	51"	51"	51"	51"	51"	51"	51"
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52"	52"	52"	52"	52"	52"	52"	52"	52"	52"
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54"	54"	54"	54"	54"	54"	54"	54"	54"	54"
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55"	55"	55"	55"	55"	55"	55"	55"	55"	55"
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**GENERAL NOTES**

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3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
5. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.



REVISIONS			
NO.	DATE	REMARKS	BY
1	04/22	Add Pipe Balloon Plug, Cable Collar, Dam	JGF



Civil, Hydrologic & Hydraulic Engineers  
1855 Indian Road, Suite 202, West Palm Beach, FL 33409  
Ph: (561)242-0028 • Fax: (561)242-0109 • stormwater@jgfi.com

**POLLUTION PREVENTION PLAN  
INDIAN TRAIL IMPROVEMENT DISTRICT  
M-0 OUTFALL CANAL STRUCTURE**

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91084.006 Pollution Control, Planning

8/4/2022 10:39 AM

7/31/2022

JGF

CHECKED (1)

CHECKED (2)

PROJECT MANAGER

JGF

2

2

91084.006



H:\Drawings\VID M-O Canal Water Control Structure (21-028)\09-WRK-DWG\21-028\_GENERAL NOTES.dwg – Thursday, November 13, 2025 2:02:16 PM – Michael Cunningham

GENERAL NOTES

- TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
- CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
- SPECIAL CARE SHALL BE TAKEN TO PROVIDE ADEQUATE VERTICAL AND HORIZONTAL SHORING TO SUPPORT ALL CONSTRUCTION LOADS.
- SOURCE OF TOPOGRAPHIC SURVEY: DENNIS J. LEAVY & ASSOCIATES, INC.
- THE WALL DESIGNS IN THESE PLANS IS BASED ON INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC.
- SELECT EMBANKMENT SHALL BE USED TO BACKFILL BEHIND NEW BULKHEAD WALL AS DIRECTED IN THE PLANS. FILL SHALL BE PLACED TO AN ELEVATION OF 1' ABOVE WATER ELEVATION IN LOW TIDE CONDITIONS AND THEN COMPACTED IN 12" LIFTS UP TO FINAL GRADE. COMPACTION SHALL BE PERFORMED BY USE OF VIBRATING PLATE COMPACTOR. MECHANICAL ROLLERS SHALL NOT BE USED. ADJACENT TO THE WALL, COMPACTION SHALL BE ACCOMPLISHED AFTER DEADMAN AND ANCHOR RODS ARE IN PLACE AND BEFORE CAP IS CAST.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2017).
- SHOP DRAWINGS AND SPECIFICATIONS TO BE PROVIDED TO ENGINEER FOR REVIEW AND APPROVAL.
- PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556, FLORIDA STATUTES AND FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND PIPELINES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITY LINES, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES CAUSED BY HIS OPERATIONS.
- THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
- ALL CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL ASSOCIATED COSTS ARE TO BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THE SPECIFIC ITEM CONSTRUCTED.
- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE UTILITY SUPPLIER OF THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
- FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD.
- UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
- AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD.
- CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
- ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
- ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
- ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
- CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- CLEARING AND GRUBBING SHALL INCLUDE REMOVAL OF ALL VEGETATION WITHIN SITE AS REQUIRED TO CONSTRUCT THE REQUIRED IMPROVEMENTS.
- PROJECT SITE SAFETY:
  - THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
  - THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
  - ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
- SIX (6) COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTIONS MUST BE APPROVED PRIOR TO DELIVERY TO THE SITE.
- IN THE EVENT DE-WATERING IS REQUIRED, THE CONTRACTOR IS TO OBTAIN THE PERMIT FROM THE REQUIRED AGENCIES.
- CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO EXISTING CONDITION.
- VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
- NO OPENINGS OR PENETRATIONS, OTHER THAN THOSE SHOWN ON THE DWG'S, SHALL BE MADE WITHOUT THE ENGINEER'S APPROVAL.
- THE STRUCTURE HAS BEEN DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE WALL IS COMPLETE. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE VARIOUS WALLS AND THEIR COMPONENTS DURING ERECTION.
- DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWING SHALL APPLY TO ALL SITUATIONS OCCURING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE PLANS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
- PRIOR TO SHOP DRAWING PREPARATION, THE GENERAL CONTRACTOR IS TO INVESTIGATE AND VERIFY ACTUAL FIELD CONDITIONS, EXPOSED OR CONCEALED AND TAKE INTO ACCOUNT ANY POSSIBLE CONSTRUCTION INTERFERENCES AND RELOCATIONS OF, BUT NOT LIMITED TO STRUCTURES, EQUIPMENT, UTILITIES CABLES, DUCT LINES, PIPING, DRAIN LINES, ETC.

DESIGN DATA

- THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION
- LOADS USED IN ANALYSIS OF THE WALLS:
  - SATURATED SOIL UNIT WEIGHT: 113 LBS./CU. FT.
  - SUBMERGED SOIL UNIT WEIGHT: 56 LBS./CU. FT.
  - SOIL ACTIVE PRESSURE COEFFICIENT: K<sub>0</sub>=0.32
  - SOIL PASSIVE PRESSURE COEFFICIENT: K<sub>p</sub>=3.12
  - LIVE LOAD SURCHARGE ADJACENT TO WALL: 100 LBS./SQ. FT.
  - LIVE LOAD ON PLATFORM : 100 LBS./SQ. FT.
  - CONCRETE UNIT WEIGHT : 150 LBS./CU. FT.

REINFORCED CONCRETE

- REINFORCEMENT SHALL BE WELL DETAILED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE (ACI – 315) UNLESS OTHERWISE NOTED.
- THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CAPS. CONSTRUCTION JOINTS SHALL BE PERMITTED ONLY AT THE LOCATIONS IDENTIFIED IN PLANS.
- REINFORCEMENT SHALL BE CAREFULLY PLACED, RIGIDLY SUPPORTED, AND WELL TIED WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE (ACI – 315).
- MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301).
- STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 SPECIFICATIONS, AND SHALL DEVELOP THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS, AS WELL AS OTHER PROPERTIES SPECIFIED IN THESE DOCUMENTS. SEE SPECIFICATIONS FOR ADDITIONAL DESIGN MIX REQUIREMENTS.

CAST-IN-PLACE CONCRETE: 3,400 PSI (FDOT CLASS II)
- CONCRETE SHALL BE READY-MIX, REGULAR WEIGHT FOR ALL STRUCTURAL USES, WITH MINIMUM DRY DENSITY OF 145 LBS. PER CUBIC FOOT.
- CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" – UNLESS NOTED OTHERWISE.
- REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 318 (LATEST EDITION) AND ACI DETAILING MANUAL, ACI 315 (LATEST EDITION).
- REINFORCING STEEL SHALL BE NEW, DEFORMED BARS, FREE OF RUST, SCALE AND OIL, CONFORMING TO ASTM A-615, GRADE 60 WITH A MINIMUM YIELD STRENGTH = 60,000 PSI, UNLESS OTHERWISE SHOWN.
- PROVIDE CONTINUOUS REINFORCEMENT WITH ACI CLASS "B" LAP SPLICES, OR AS NOTED OTHERWISE. IN THE CAPS, LAP CONTINUOUS BOTTOM STEEL OVER SUPPORTS AND CONTINUOUS TOP STEEL AT MID SPAN, UNLESS NOTED OTHERWISE.
- PROVIDE THE FOLLOWING MINIMUM CONCRETE COVERAGE OVER REINFORCING UNLESS NOTED OTHERWISE:

CAST-IN-PLACE CONCRETE (FORMED SURFACES) TOP, BOTTOM, SIDES AND ENDS: 4"  
CAST-IN-PLACE CONCRETE (CAST AGAINST EARTH): 4"
- ALL EMBEDDED ITEMS SHALL BE SECURELY FIXED AND MAINTAINED IN POSITION PRIOR TO AND DURING CONCRETE PLACEMENT.
- PROVIDE REINFORCEMENT SPLICES AS INDICATED BELOW IN CONFORMANCE WITH AN ACI CLASS B TENSION SPLICE, (ACI 318-14). NO REDUCTION SHALL BE PERMITTED DUE TO BAR SPACING (TOP BARS ARE ANY BARS):

CLASS B SPLICES FOR "PLAIN" REINFORCEMENT:

BAR SIZE	ALL BARS
#5	36"
#4	30"
#6	48"

- TERMINATE ALL DISCONTINUOUS ENDS OF TOP BARS WITH STANDARD ACI HOOKS. TURN HOOKS UP OR DOWN INTO SUPPORTING STRUCTURE. CORNER BARS SHALL BE SUPPLIED AND PLACED IN ADDITION TO HOOKED ENDS, PER DETAILS IN THESE DOCUMENTS.
- WHERE WALLS, BEAMS AND FOOTINGS CHANGE DIRECTION, PROVIDE CORNER BARS OF SAME SIZE AND QUANTITY AS THE SPECIFIED LONGITUDINAL STEEL.
- READY-MIXED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94. IN CASE OF DISCREPANCY, THE PLANS AND SPECIFICATIONS SHALL GOVERN.
- CEMENT SHALL CONFORM TO ASTM C150, TYPE I. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F. THE RATIO OF THE AMOUNT (BY WEIGHT) OF FLY ASH TO THE AMOUNT OF PORTLAND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT.
- NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C33.
- WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494.
- AIR-ENTRAINING ADMIXTURES OR ADMIXTURES CONTAINING MORE THAN 0.1%CHLORIDE IONS SHALL NOT BE USED.
- CONCRETE TICKETS SHALL BE TIMED STAMPED WHEN BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME MIXING WATER ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1 1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL NOT BE USED IN THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNERS' REPRESENTATIVE, THE CONTRACTOR AND THE ENGINEER OF ANY NON-COMPLIANCE WITH THE ABOVE.
- ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED WITH CONCRETE MIXES WHICH UTILIZE NORMAL SIZE AGGREGATE. PEAROCK MIXES ARE NOT ACCEPTABLE.
- WATER MAY NOT BE ADDED AT THE SITE EXCEPT AT THE DIRECTION OF A REPRESENTATIVE OF THE SUPPLIER, ANY ALLOWABLE WATER MUST BE ADDED TO THE FULL MIX PRIOR TO PLACING ANY CONCRETE. MIXES WITH WATER ADDED AT THE SITE, OTHER THAN AS INDICATED ABOVE, ARE SUBJECT TO REJECTION AND REMOVAL FROM THE PROJECT. IN ALL INSTANCES, MIXES WITH WATER ADDED AT THE SITE SHALL BE INDICATED ON THE TEST REPORTS AND SUCH MIXES SHALL HAVE A SET OF CYLINDERS TAKEN FROM THE MIX AND A SLUMP TEST PERFORMED AFTER ADDITION OF WATER. ALL CONCRETE TICKETS SHOULD CLEARLY STATE THE ALLOWABLE JOB SITE WATER THAT MAY BE ADDED WITHOUT INVALIDATING THE MIX. THIS REQUIREMENT SHOULD BE CLEARLY COMMUNICATED TO THE CONCRETE SUPPLIER.
- IN HOT WEATHER CONDITIONS, MIXING, PLACING, FINISHING, CURING AND PROTECTION OF CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 305R, HOT WEATHER CONCRETING.
- USE OF CONSTRUCTION JOINTS AT LOCATIONS OTHER THAN THOSE INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

CONCRETE MIX DESIGN

THE CONTRACTOR SHALL SUBMIT FOR THE REVIEW OF THE STRUCTURAL ENGINEER A MIX DESIGN FOR EACH CLASS OF CONCRETE. EACH MIX DESIGN SHALL BE IDENTIFIED BY A MIX NUMBER OR OTHER UNIQUE IDENTIFICATION. THE CONTRACTOR SHALL NOT VARY FROM THE MIX DESIGNS NOR ANY CONCRETE OTHER THAN THE APPROVED MIX DESIGNS WITHOUT THE APPROVAL OF THE ENGINEER. MIX DESIGN SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION:

- MIX DESIGN NUMBER OR UNIQUE IDENTIFICATION AND INTENDED LOCATION OF PLACEMENT.
- CEMENT TYPE, PROPORTION AND NUMBER OF MANUFACTURER.
- ALTERNATE CEMENTITIOUS MATERIALS PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
- FLY ASH AND/OR SLAG PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
- COARSE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
- FINE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
- MIXING WATER PROPORTION AND SOURCE.
- ADMIXTURE DOSAGES, PRODUCT NAME(S) AND MANUFACTURER NAME(S).
- DESIGN 28-DAY COMPRESSIVE STRENGTH (F"CI).
- DESIGN SLUMP RANGE.
- DESIGN AIR-ENTRAINMENT (FOR CONCRETE REQUIRING ENTRAINED AIR).
- STATISTICAL ANALYSIS OF LABORATORY STRENGTH TEST DATA IN ACCORDANCE WITH STANDARD DEVIATION DETERMINATION OUTLINED IN ACI 318.
- WATER/CEMENTITIOUS MATERIALS RATIO (NOT TO EXCEED 0.40).
- EXPOSURE CLASS AND CATEGORY.

CONCRETE TESTING

- CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING PARAMETERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER AND THE ENGINEER.
- CONCRETE MIXES WHICH HAVE WATER ADDED AT THE SITE SHALL BE TESTED AS INDICATED IN THE CONCRETE NOTES.
- FORWARD COPIES OF TEST RESULTS TO THE ENGINEER, CONCRETE SUPPLIER AND CONTRACTOR WITHIN 24 HOURS AFTER TESTING.
- AN INDEPENDENT TEST LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
  - ASTM C143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MINIMUM SLUMP SHALL BE AS INDICATED IN THE CONCRETE NOTES SECTION OR AS SPECIFIED IN APPROVED MIX DESIGN SUBMITTALS.
  - ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS". A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:

1 AT 3 DAYS  
1 AT 7 DAYS  
1 AT 28 DAYS
- CONTRACTOR TO PROVIDE ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISPOSED.

SHOP DRAWING REVIEW

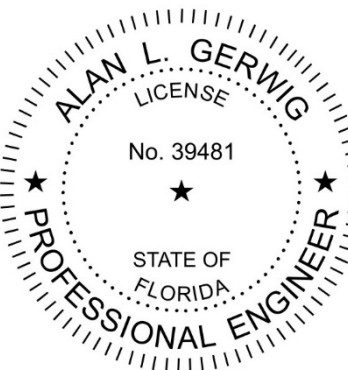
- SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
- SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR'S FIELD ENGINEER PRIOR TO SUBMITTAL TO THE ENGINEER, DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. ALLOW TEN BUSINESS DAYS FOR REVIEW TIME OF SHOP DRAWING SUBMITTALS.
- SHOP DRAWING SUBMITTALS SHALL BE MADE AS ELECTRONIC FILES (.PDF FORMAT). ENGINEER'S REVIEW STAMP WILL BE PROVIDED TO CONTRACTOR AND SHALL BE APPLIED TO ALL DRAWINGS PRIOR TO SUBMITTAL TO CONTRACTOR.
- THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
- CHANGES AND ADDITIONS MADE ON THE RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER TRANSMITTAL. THE ENGINEER'S REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RE-SUBMITTAL.
- SHOP DRAWING SUBMITTALS ARE REQUIRED FOR THE FOLLOWING ITEMS: KING PILES, SHEET PANELS (INCLUDING DETAILS FOR LIFTING), TIE BACK RODS & ANCHORS, CAP REINFORCING, DEAD MAN ANCHOR REINFORCING AND RIP RAP. IN ADDITION, PRODUCT SUBMITTAL SHALL BE MADE FOR ALL PRODUCTS IDENTIFIED ON THE PLANS.

STRUCTURAL STEEL NOTES:

- STRUCTURAL STEEL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", LATEST EDITION WITH AMENDMENTS, AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", LATEST EDITION WITH AMENDMENTS.
- STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992.
- STRUCTURAL STEEL PLATES AND ROLLED SHAPES OTHER THAN WIDE-FLANGE SHAPES SHALL CONFORM TO ASTM A36, U.N.O.
- STRUCTURAL STEEL HSS RECTANGULAR AND SQUARE SECTIONS SHALL CONFORM TO ASTM A500, GRADE B WITH A MINIMUM YIELD STRENGTH OF 46 KSI.
- ANCHOR RODS SHALL CONFORM TO ASTM F1554 GRADE 36, U.N.O.
- ALL THREADED ROD SHALL CONFORM TO ASTM A36, U.N.O.
- HILTI KWIK BOLT SHALL BE GRADE 316 STAINLESS STEEL.
- BOLTED CONNECTIONS SHALL CONFORM TO THE "SPECIFICATION OF STRUCTURAL JOINTS USING ASTM A325 OR 490 BOLTS", APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS. BOLTED CONNECTIONS FOR STRUCTURAL STEEL MEMBERS SHALL BE WITH 3/4" DIAMETER A325 BOLTS U.N.O.
- WELDING PROCEDURES SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S "STRUCTURAL WELDING CODE FOR STEEL" ANSI/AWS D1.1.
- WELDED CONNECTIONS BETWEEN STRUCTURAL STEEL MEMBERS SHALL BE MADE WITH E70XX ELECTRODES, U.N.O.
- STRUCTURAL STEEL TO BE HOT-DIP GALVANIZED.
- STRUCTURAL STEEL NOTED TO BE GALVANIZED SHALL BE HOT-DIP GALVANIZED IN CONFORMANCE WITH ASTM A123.
- DO NOT PAINT OR GALVANIZE THE FOLLOWING SURFACES:
  - SURFACES TO BE WELDED.
- ALL ABRASIONS TO THE SHOP FINISH SHALL BE TOUCHED-UP AFTER ERECTION IS COMPLETE. FOR GALVANIZED STEEL, USE A ZINC-RICH COLD-GALVANIZING PAINT.
- FOR CONNECTIONS NOT SPECIFICALLY DETAILED, PROVIDE CONNECTION USING 1/2 OF MAXIMUM TOTAL UNIFORM LOAD FROM MANUAL (CURRENT EDITION).

STEEL SHEET PILE:

- PREDRILLING PRIOR TO INSTALLING THE STILL SHEET PILING IS REQUIRED TO CREATE A SLOT IN THE ROCK LAYER. THE DEPTH OF THE DRILLING SHALL EXCEED THE PILE TIP ELEVATION OF -21.58' NAVD. THE FRAGMENTED LIMESTONE COBBLES SHALL BE REMOVED, AND THE HOLES BACKFILLED WITH CLEAN SAND PRIOR TO DRIVING OF THE STEEL SHEET PILES. SAND INFILL FROM THE CANAL EMBANKMENT DURING THE DRILLING PROCESS IS ACCEPTABLE TO LEAVE IN PLACE AND SUPPLEMENTED AS NECESSARY TO COMPLETELY FILL THE HOLES.
- REFER TO GEOTECHNICAL REPORT PREPARED BY:  
TERRACON CONSULTANTS, INC.  
ITID M-O CANAL OUTFALL STRUCTURE  
TERRACON PROJECT NO.: HD205041
- SHEET PILES SHALL BE COATED WITH COAL TAR EPOXY.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.

Alan L. Gerwig, P.E. License No. 39481

M-O CANAL WATER STRUCTURE  
PALM BEACH COUNTY, FLORIDA

GENERAL NOTES

REVISIONS

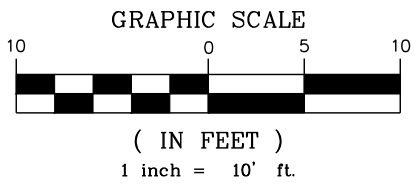
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Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG

Drawing Date 6/19/2022

Proj. No. 21-028

Sheet S1 of S6



**ELEVATION**  
SCALE : 1"=10'-0"

## REVISIONS

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Proj. No. 21-028

Sheet S2 of S6

Alan L. Gerwig, P.E. License No. 39481

H:\Drawings\TID M-0 Canal Water Control Structure (21-028)\09-WRK-DWGS\21-028\_PLAN & ELEVATION.dwg - Thursday, November 13, 2025 2:02:40 PM - Michael Cunningham

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M-O CANAL WATER STRUCTURE  
PALM BEACH COUNTY, FLORIDA  
PLATFORM AND BULKHEAD REINFORCING

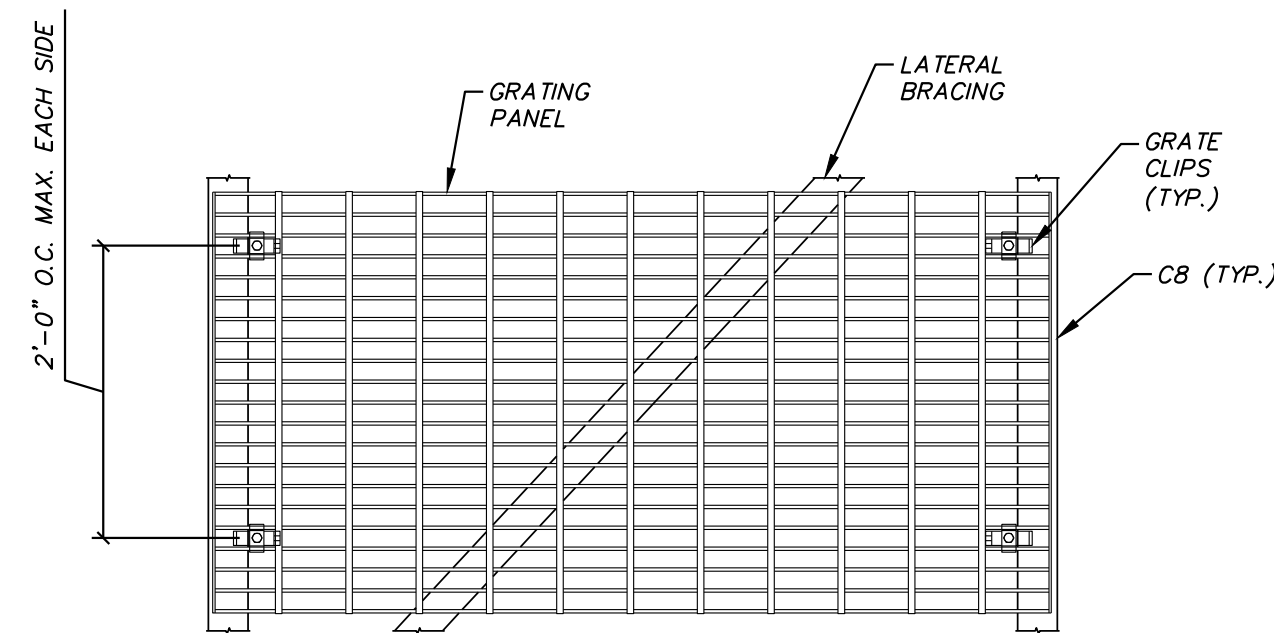
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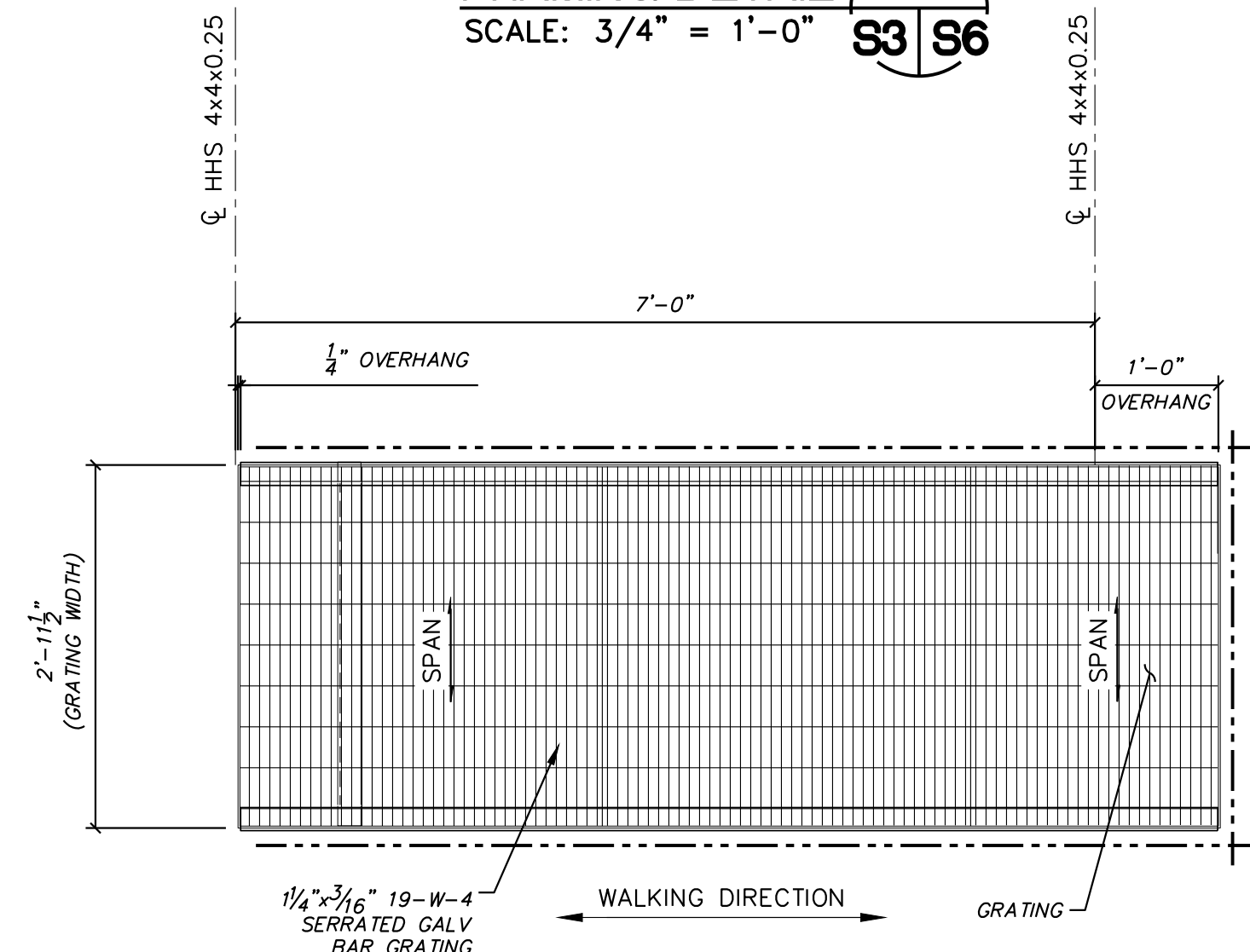




### GRATING ATTACHMENT LOCATIONS

SCALE: N.T.S.

- GENERAL NOTES:
1. STRUCTURAL FRAMING FOR EACH WALKWAY SECTION SHALL BE STEEL, TYPE A36, AND HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
  2. BAR GRATING SHALL BE SERRATED GALVANIZED STEEL, 19-W-4 1½"x¾". GRATING DEFLECTION SHALL NOT EXCEED A DEFLECTION OF ¼" FOR A UNIFORM LOAD OF 100 LBS/SF.
  3. OPEN ENDS OF GRATING PANELS SHALL BE Banded BY WELDING, PRIOR TO GALVANIZING, A FLAT BAR SIMILAR IN SIZE TO THE BEARING BARS TO THE CUT END OF THE GRATING PANEL.
  4. BAR GRATING MAIN BARS SHALL BE ATTACHED TO FRAMING CHANNELS USING 13 GAUGE MINIMUM THICKNESS FRICTION- TYPE GALVANIZED STEEL BRACKETS AT 24" MAXIMUM SPACING (STRUCT-FAST, INC. OR APPROVED EQUAL).
  5. MAXIMUM GAP BETWEEN BAR GRATING PANELS SHALL BE ½".
  6. GRATING PANEL IN PLATFORM WALKING DIRECTION (i.e. LENGTH) SHALL NOT BE MORE THAN 36".



**BAR GRATING DETAIL**  
SCALE: 3/4" = 1'-0"

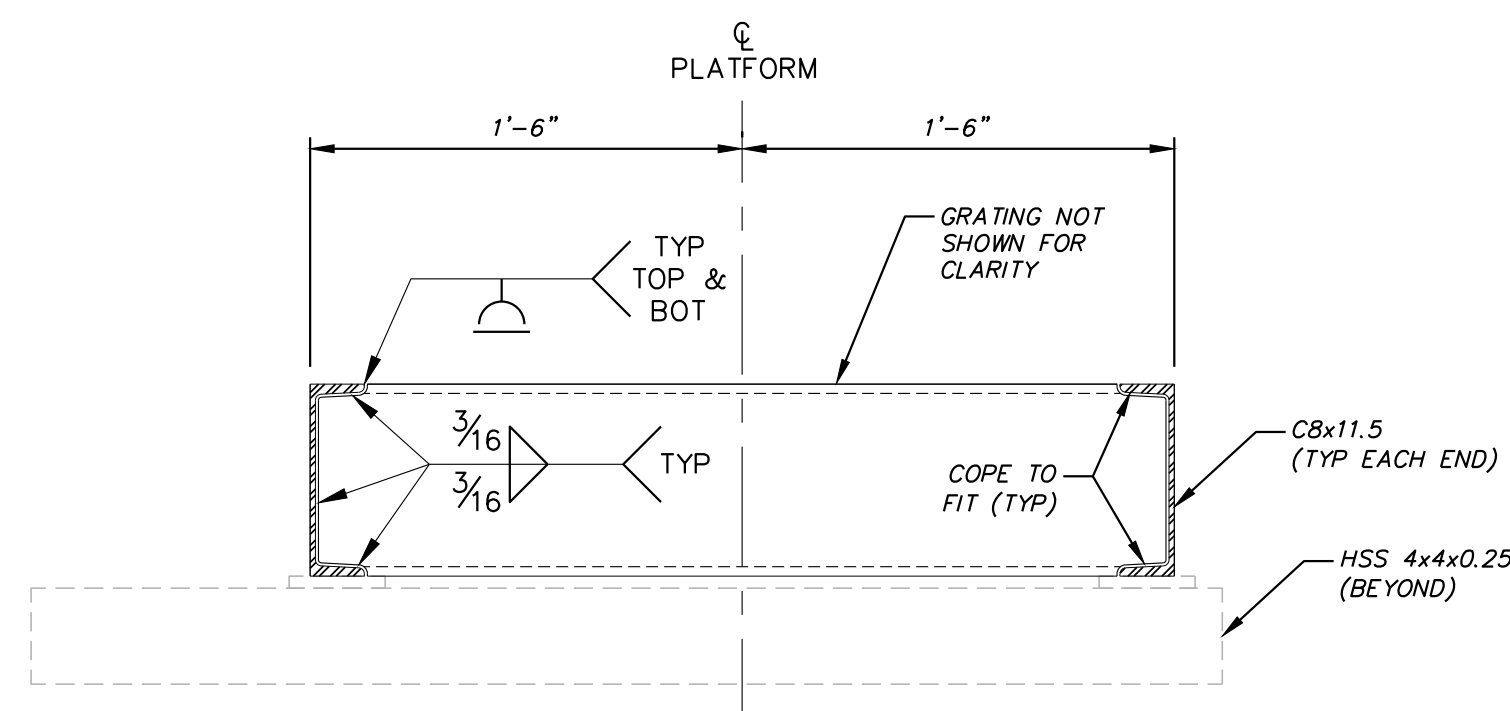


Diagram illustrating the elevation view of the bridge deck. The deck is supported by a central vertical axis labeled "PLATFORM". The deck width is divided into two equal sections, each labeled "1'-6\"". The deck is supported by stiffeners labeled "C6x8.2 (LATERAL BRACING)". The deck is also supported by stiffeners labeled "CBx11.5 (TYP EACH END)". The deck is supported by stiffeners labeled "HSS 4x4x0.25 (BEYOND)". The deck is supported by stiffeners labeled "TYP. 2 SIDES". The deck is supported by stiffeners labeled "3/16\"". The deck is supported by stiffeners labeled "3/16\"".

GRATING NOT SHOWN FOR CLARITY

C8x11.5

TYP TOP & BOT

TYP  $\frac{1}{4}$  /  $\frac{1}{4}$

TYP  $\frac{3}{16}$  /  $\frac{3}{16}$

C8x11.5

COPE (TYP)

4x8x0.50 BEARING PLATE (TYP.)

HSS 4x4x0.25

**SECTION**

SCALE: 1-1/2"=1'-0"

N

S6 S6

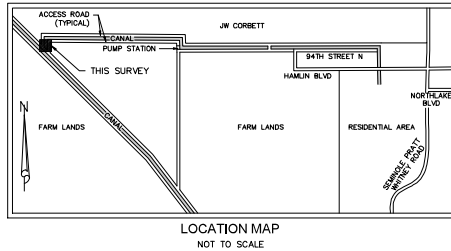
**M-O CANAL WATER STRUCTURE**  
**PALM BEACH COUNTY, FLORIDA**  
**WALKWAY PLAN AND DETAILS**

[illegible]



# TOPOGRAPHIC SURVEY

FOR: STORMWATER J ENGINEERING, INC.  
LOCATED IN: SECTION 15 & SECTION 16, TOWNSHIP 42 SOUTH, RANGE 39 EAST  
PALM BEACH COUNTY, FLORIDA



## REPORT OF SURVEY:

- The survey depicted hereon has been classified as a Topographic Survey, as defined in Rule 5J-17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes as amended.
- This survey has been prepared in the office of Dennis J. Leavy & Associates, Inc., located at: 460 Business Park Way, Suite B, Royal Palm Beach, Florida, whose certificate of authorization number is LB #6599, and the certifying surveyor's (David A. Bower) license number is LS #5888.
- The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work, or research.
- THIS IS NOT A BOUNDARY SURVEY
- This survey does not address environmental matters, jurisdictional boundaries or hazardous waste concerns should any of the foregoing exist.
- The elevations shown hereon are for the purpose of indicating the ground elevation only at the position shown and in no way indicate elevations at any other point than shown hereon and do not determine sub surface conditions.
- The undersigned makes no representations or guarantees as to the information reflected hereon pertaining to easements, rights of way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights of way and/or easements of record.
- This survey does not meet those standards established by the American Land Title Association.
- Underground apparent use and/or improvements have not been shown unless otherwise noted.
- This instrument may not be reproduced in part or whole without the written consent of Dennis J. Leavy & Associates Inc.
- Date of field survey: November 15th, 2021, as recorded in Field Book 515, Pages 03, 04, 05 and 11.
- This survey lies in Section 15 & Section 16, Township 42 South, Range 39 East, Palm Beach County, Florida.
- By graphic plotting only the subject property lies within Zone A0 (Depth 1) and Zone D, as shown on the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Map Number: 12099C0325F, Community: Palm Beach County, Number: 120192, Panel 0325, Suffix: F, Effective date: October 5, 2017.
- In some instances, graphic representations have been exaggerated to more clearly illustrate relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over scaled positions.
- Measurements shown hereon are expressed in feet and decimal parts thereof unless otherwise noted.
- All dates shown within the revision block hereon are for interoffice filing use only, and in no way affect the date of the field survey stated herein.
- Benchmark of Origin: Per the Boundary and Topographic Survey of the M-O CANAL, as prepared by CREECH ENGINEERS, INC., for the South Florida Water Management District, Dated: 4-18-13. Benchmark "MO 001 2013 LB 6705", whose published elevation is 22.01' (NAVD 88).
- Elevations referenced hereon are based on the North American Vertical Datum of 1988 (NAVD 88).

NOTE: TO CONVERT FROM NAVD 88 TO NGVD 29 DATUM  
ADD 1.42 FEET TO THE NAVD 88 ELEVATION.  
EXAMPLE: EL = 10.50' (NAVD 88)  
EL = 11.92' (NGVD 29)

## LEGEND:

E EAST  
EL ELEVATION  
INV INVERT  
LB LICENSED BUSINESS  
LS LICENSED SURVEYOR  
N NORTH  
NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988  
O.R.B. OFFICIAL RECORDS BOOK  
OHW OVERHEAD WIRE  
P.B.C.R. PALM BEACH COUNTY RECORDS  
PG PAGE  
S SOUTH  
W WEST

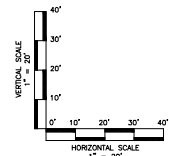
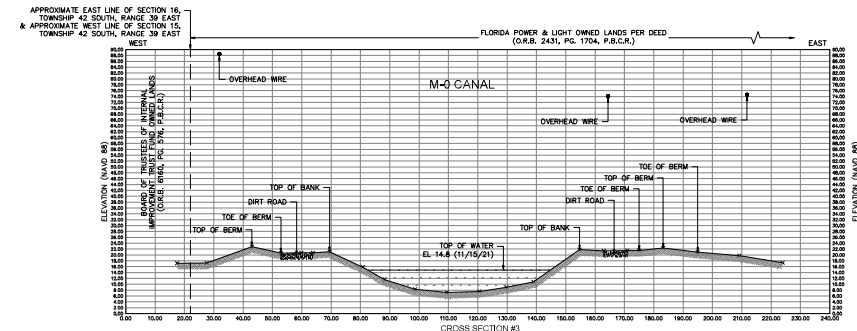
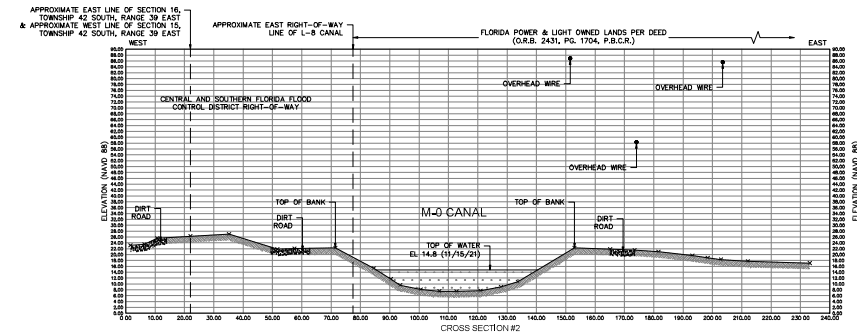
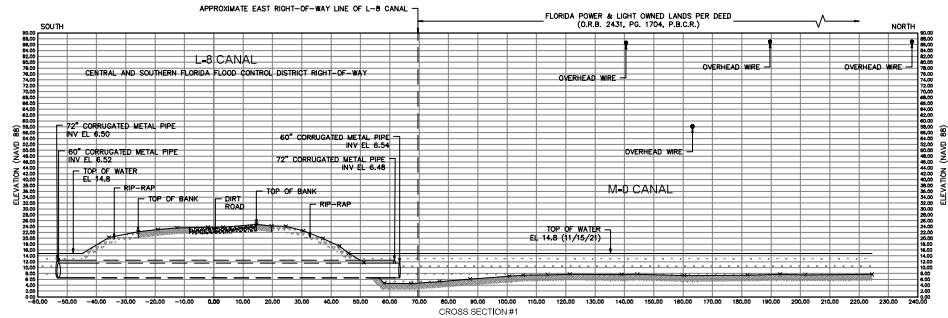
## TOPOGRAPHIC SURVEY CERTIFICATION:

This is to certify that this survey is classified as a topographic survey as defined in Rule 5J-17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes as amended. The fieldwork was completed on November 15th, 2021.

Dated: November 15th, 2021

David A. Bower  
Digitally signed by David A. Bower  
Date: 2021.11.23 13:55:06 -05'00'

DAVID A. BOWER  
STATE OF FLORIDA  
PROFESSIONAL SURVEYOR & MAPPER No. LS 5888



CALC. FILE  
20-046 CALC

REVISIONS	DATE	BY

20-046-001 SURV	DWG. NO.	DAB	CHECKED BY
DATE	MT	DATE	DATE
10/15/21	MT	DATE	DATE
DATE	MT	DATE	DATE
DATE	MT	DATE	DATE

TOPOGRAPHIC SURVEY  
FOR: STORMWATER J ENGINEERING, INC.  
11D M-O CANAL OUTFALL STRUCTURE PROJECT  
SECTION 15 & SECTION 16, TOWNSHIP 42S, RANGE 39E

DENNIS J. LEAVY & ASSOCIATES, INC.  
PROFESSIONAL SURVEYORS & MAPPERS  
460 BUSINESS PARK WAY, SUITE B, ROYAL PALM BEACH, FL 33411  
PHONE (561) 753-0460 EMAIL: SURVEY@DLASURVEY.NET  
FOR MORE INFORMATION, VISIT: WWW.DLASURVEY.NET  
Dennis J. Leavy & Associates, Inc. is an Equal Opportunity Employer. M/F/V/H/V

JOB NO.  
20-046-001 SURV  
SHEET 1 OF 3









**South Florida Water Management District**  
**Individual Environmental Resource Permit No. 50-107362-P**  
**Date Issued: September 19, 2022**

**Permittee:** Indian Trail Improvement District  
13476 61st St N  
West Palm Beach, FL 33472

**Project:** Indian Trail Improvement District M-0 Structure at L-8

**Application No.** 220627-34965

**Location:** Palm Beach County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting).

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email [epermits@sfwmd.gov](mailto:epermits@sfwmd.gov).

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

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



**South Florida Water Management District  
Individual Environmental Resource Permit No. 50-107362-P**

**Date Issued:** September 19, 2022      **Expiration Date:** September 19, 2027

**Project Name:** Indian Trail Improvement District M-0 Structure at L-8

**Permittee:** Indian Trail Improvement District  
13476 61st St N  
West Palm Beach, FL 33472

**Operating Entity:** Indian Trail Improvement District  
13476 61st St N  
West Palm Beach, FL 33472

**Location:** Palm Beach County

**Permit Acres:** 0.50 acres

**Project Land Use:** Government Or Institutional

**Special Drainage District:** N/A

**Water Body Classification:** CLASS III

**FDEP Water Body ID:** 3233A

**Wetland and Surface Water Impacts:** 0.17 acres

**Conservation Easement to District:** No

**Sovereign Submerged Lands:** No

**Project Summary**

This Environmental Resource Permit (ERP) authorizes Construction and Operation of a stormwater management (SWM) system outfall structure known as Indian Trail Improvement District (ITID) M-0 Structure at L-8.

The proposed project is to install aluminum operable canal gates within the ITID M-0 Outfall Canal. Additionally, new rip rap will be installed for stabilization. The gates will remain stationary (closed) and will only be operated under an emergency. Please refer to Exhibit Nos. 2.0, 2.1A, and 2.1B for plans, calculations and operations schedule, respectively.

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

**Site Description**

The proposed project is located at Dirt Rd., through the northeasterly right of way (ROW) of the District's L-8 Canal. Please see Exhibit No. 1.0 for a location map.

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

**Background**

Historically, a control structure with flashboard risers maintained the ITID M-0 Outfall Canal at elevations ranging from 10.58-ft NAVD to 14.58-ft NAVD. This structure has since been removed and the ITID M-0 Outfall Canal has been controlled by the L-8 Canal at elevations ranging from 10.58-ft NAVD to 12.58-ft NAVD.

The J.W. Corbett Wildlife Management (Corbett) Area is adjacent to the ITID SWM system with a spoil mound acting as a berm. The Florida Fish and Wildlife Commission (FWC) has been maintaining the water levels in Corbett at wet season target elevation range of 17.58-ft NAVD to 18.58-ft NAVD, which has resulted in hydraulic stress and failures of the spoil mound.

**Ownership, Operation and Maintenance**

Perpetual operation and maintenance of the SWM system will be the responsibility of the Indian Trail Improvement District. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

**District ROW**

The applicant is proposing work within the L-8 Canal ROW. No earth work shall occur within the District's ROW until all necessary ROW authorizations have been executed authorizing the proposed work in the District's ROW. Please refer to Special Conditions.



## **Engineering Evaluation:**

### **Land Use**

There are no changes to the existing land use.

### **Water Quality**

No impacts to water quality are anticipated as a result of the proposed modifications.

### **Water Quantity**

The purpose of replacing the M-0 structure is to increase the stage in the ITID M-0 Outfall Canal from a range of 10.58-ft NAVD to 14.58-ft NAVD to a target water level of 16.58-ft NAVD year round. Please refer to Special Condition No. 6 and Exhibit No. 2.1B for Operations Schedule.

There are two entities that drain into the ITID Outfall Canal:

- The ITID drains from a pumped above ground impoundment. The control elevations for the impoundment are 18.58-ft NAVD and 19.58-ft NAVD for the wet season and dry season, respectively.
- The southwest area of Corbett has two outfalls into the ITID M-0 Outfall Canal. As detailed in the background, the FWC maintains the water level in Corbett between 17.58-ft NAVD and 18.58-ft NAVD.

The M-0 structure gates are to remain stationary (closed) and can be operated to return the ITID M-0 Outfall Canal to the L-8 Canal water control elevation if needed, during the wet season, in response to rainfall events. The 16.58-feet NAVD is 1.0-feet below the FWC bleeders, therefore no tailwater concerns are anticipated. At 16.58-feet NAVD, ITID will not cause wetlands drawdown and will minimize the head difference between Corbett and the ITID M-0 Outfall Canal. No adverse impacts to the level of flood protection are anticipated as result of the installation of the M-0 structure.

### **Certification, Operation and Maintenance**

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance may include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Section 5.4.2, ERP AH Vol. II.
- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Swales – maintain the permitted cross-section and vegetative cover.
- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

**Engineering Evaluation Tables:**  
**Weir**

Basin	Control EL (ft NAVD88)	Structure #	Count	Type	Width (in)	Height (in)	Crest EL (ft NAVD88)	Receiving Body
ITID M-1 Basin	18.58	1	1	Sharp Crested	300.00	N/A	18.58	L-8 CANAL
	19.58	2	1	Sharp Crested	300.00	N/A	19.58	L-8 CANAL

**Gate**

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Dia. (in)	Crest EL (ft NAVD88)	Receiving Body
ITID M-1 Basin	8.58	3	Operable	2	Circular	54.00	8.58	L-8 Canal



**Environmental Evaluation:****Wetlands and OSWs**

The project includes 0.17 acres of dredging and filling within the ITID M-0 Outfall Canal; however, mitigation for this activity is not required pursuant to subsection 10.2.2.3, ERP AH Vol. I. The work is also located approximately 50 feet away from freshwater wetlands. Best management practices will be utilized during construction to ensure no impacts will occur to these wetlands.

## Environmental Evaluation Tables:

### Summary

Wetlands and Other Surface Waters: 0.17 acres  
 Direct Impacts: 0.17 acres  
 Secondary impacts: 0 acres  
 Net UMAM Functional Loss/ Gain: 0 units  
 Total Onsite Mitigation Area: 0 acres  
 Total Offsite Mitigation Area: 0 acres  
 Mitigation Provided in Permit No.:

### Group 1

#### Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
Corbett CA	0.17	Works in Surface Waters	Canals And Locks	0	0	0.000
<b>Total:</b>		<b>0.17</b>				<b>0.000</b>

**Related Concerns:****Water Use Permit Status**

The permittee has indicated that irrigation will not be required.

The permittee has indicated that dewatering may be required for construction of this project. Please refer to the special conditions section of this permit.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

**Historical/ Archeological Resources**

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore, the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

## **General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.**

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
  - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as



- applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

## **Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.**

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the SWM system shall be the responsibility of the Indian Trail Improvement District. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.
3. A stable, permanent and accessible elevation reference shall be established on or within 100 feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
4. Prior to initiating construction activities associated with this ERP, the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: [precon@sfwmd.gov](mailto:precon@sfwmd.gov). When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
5. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27, F.A.C. for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to: [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).
6. The operable structure shall remain locked at all times unless specific approval is granted by the District for its operation. The Operations Schedule for the M-0 Structure includes maintaining a target water level at elevation 16.58 feet NAVD (18.0-feet NGVD) for the ITID M-0 Outfall Canal year round. The gates are to be remained stationary (closed) and can be operated to return the ITID M-0 Outfall Canal to the L-8 Canal water control elevation if needed. Please see Exhibit No. 2.1B for Operations Schedule. If for whatever reason, it is determined that the permittee has not complied with the directives of the District, and/or has operated the structure contrary to the intended purpose of an emergency outflow (when canal conditions permit), the structure shall be modified to permanently prevent operation of the structure. In addition, the structure shall be equipped with a locking mechanism to prevent unauthorized use. A staff gage shall be installed upstream of the structure so that lake levels within the canal can be quickly determined.

7. Prior to commencement of construction, a Consumptive Use permit for dewatering shall be obtained or demonstration that the work qualifies for the permit by rule under Rule 40E-2.061, F.A.C. shall be provided.
8. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or OSWs have occurred due to project related activities.
9. Spoil material excavated during reshaping of the canal shall be handled and deposited in such a manner as to prevent violations of the water quality standards for turbidity and shall be contained in an upland disposal site.
10. Issuance of this permit does not constitute authorization to perform any work or install any improvements within the District's ROW, including grading (a.k.a. "Works of the District"). Work or improvements within the District's ROW must be authorized by a separate Right of Way Occupancy Permit. Failure to obtain authorization to perform work or install improvements within the District's ROW shall require modification of this permit, as may be required, to ensure that all proposed work is and improvements are situated outside of the District's ROW.



## Project Work Schedule for Permit No. 50-107362-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	09/19/2022	Construction Commencement Notice	Prior to Construction	
GC 6	09/19/2022	Submit Certification	30 Days After Construction Completion	
SC 4	09/19/2022	Pre-Construction Meeting	Prior to Construction	
SC 7	09/19/2022	Obtain a Water Use Permit for Dewatering	Prior to Construction	

GC = General Condition

SC = Special Condition

**Distribution List**

Jay Foy, Stormwaterj Engineering, Inc

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Lake Worth Drainage District

Palm Beach County - Environmental Resource Management

Palm Beach County Engineer

City Of Greenacres

## **Exhibits**

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 220627-34965 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Plans](#)

[Exhibit No. 2.1A Calculations](#)

[Exhibit No. 2.1B Operations Schedule](#)

## **NOTICE OF RIGHTS**

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.



Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

### **INITIATION OF ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.



**SFWMD NOTICE GENERAL PERMIT NO. 50-00761-R  
(NON-ASSIGNABLE)**

**Date Issued: August 15, 2025**

**AUTHORIZING: A PORTION OF A SHEET PILE WEIR AND RIP-RAP INSTALLATION WITHIN THE EAST RIGHT OF WAY OF L-8 AS PART OF A WATER CONTROL STRUCTURE LOCATED IN THE INDIAN TRAIL IMPROVEMENT DISTRICT M-0 OUTFALL CANAL. ( 9/12/2022 )**

**INSTALL RISER ON EXIST. 72'X130' CMP THRU L-8 NE'LY R/W LOCATED APPROX. 6.7 MI. NW'LY OF THE L-8 SO. TIE-BACK AND A 78"X13' CMP W/RISER NEXT TO THE EXISTING CULVERT TO SERVE THE M-1 DETENTION AREA DISCHARGE CANAL.NOTE- SUPERCEDES PERMIT 762 ( 3/11/1993 )**

**LOCATED IN: Palm Beach County**

**ISSUED TO: Indian Trail Improvement District  
13476 61st St N  
West Palm Beach, FL 33472**

This permit is issued pursuant to Application No. 250812-55846 dated August 12, 2025 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

**WORK PROPOSED MUST BE COMPLETED ON OR BEFORE September 30, 2026 .**

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

**SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.**

Sincerely,



**John Hixenbaugh**  
Section Administrator - Right of Way Section

## Special Conditions

1. UNLESS OTHERWISE NOTED BELOW, ALL WORK AUTHORIZED BY RIGHT OF WAY OCCUPANCY PERMIT NO. 50-00761-R AND ITS MODIFICATION(S) IS SUBJECT TO THE SPECIAL AND LIMITING CONDITIONS SET FORTH HEREIN.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. NO WORK WITHIN THE RIGHT OF WAY SHALL BE AUTHORIZED WITHOUT FIRST HAVING A MEETING AT WHICH PERMITTEE SHALL BE REQUIRED TO OBTAIN NOTICE TO PROCEED FROM THE FIELD REPRESENTATIVE. IF REQUESTED BY THE FIELD REPRESENTATIVE, PERMITTEE SHALL PREPARE AND PRESENT THE FOLLOWING AT THE MEETING: A) COPIES OF ALL PERMITS THAT MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION; B) CONTACT INFORMATION FOR PERMITTEE, THE CONTRACTOR AND/OR THIRD-PARTY INDEPENDENT INSPECTOR, INCLUDING TELEPHONE NUMBERS, EMAIL ADDRESSES AND PHYSICAL ADDRESSES; C) WRITTEN INVENTORY OF ALL VEHICLES AND/OR EQUIPMENT BY TYPE TO ENTER UPON THE RIGHT OF WAY; D) WRITTEN PROCEDURES FOR VACATING THE RIGHT OF WAY WITHIN 24 HOURS NOTICE FROM THE DISTRICT; AND E) CONTACT INFORMATION FOR PERSONS AND/OR VENDORS RESPONSIBLE FOR EMERGENCY VACATION FROM THE RIGHT OF WAY. PERMITTEE SHALL PROVIDE, PREPARE AND/OR PRESENT ANY OTHER DOCUMENTATION, AS MAY BE DIRECTED BY THE FIELD REPRESENTATIVE, IN PREPARATION FOR THE PRECONSTRUCTION MEETING.
3. PRIOR TO CONTACTING THE DISTRICT FOR A FINAL INSPECTION, PERMITTEE SHALL REMOVE ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT. RESTORATION MAY REQUIRE, BUT NOT BE LIMITED TO, GRADING, COMPACTION OF SOIL, PLACEMENT OF SOD, AND/OR INSTALLATION OF BANK STABILIZATION MATERIALS (E.G., RIP RAP, FILTER FABRIC CLOTH, ETC.). PERMITTEE SHALL BE SOLELY LIABLE FOR ALL COSTS ASSOCIATED WITH RESTORATION OF THE RIGHT OF WAY. ALL RESTORATIVE WORK SHALL BE PERFORMED IN COMPLIANCE WITH DISTRICT AND/OR USACE SPECIFICATIONS AND DIRECTION.
4. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT TO SCHEDULE A FINAL INSPECTION. PERMITTEE SHALL BE REQUIRED TO ATTEND THE FINAL INSPECTION AND PROVIDE COPIES OF ANY DELIVERABLES (E.G., CLOSED BUILDING PERMIT, CERTIFIED AS-BUILT DRAWINGS, ETC.) REQUIRED BY THIS PERMIT AT THAT TIME. PERMITTEE SHALL CORRECT ANY DEFICIENCIES IDENTIFIED DURING THE INSPECTION WITHIN THE TIMEFRAME AND IN THE MANNER DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE.
5. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL BE REQUIRED TO CONTACT SUNSHINE 811 AND LOCAL JURISDICTION(S) TO IDENTIFY ANY EXISTING BURIED UTILITIES BY USE OF ABOVE-GROUND MARKERS (FLAGS) AND/OR COLOR-CODED INDICATOR LINES LOCATED WITHIN THE LIMITS OF THE PROPOSED WORK AREA.
6. PRIOR TO THE ONSET OF GRADING, PERMITTEE SHALL INSTALL AND MAINTAIN A SILT FENCE ALONG THE TOE OF BANK SLOPE IMMEDIATELY LANDWARD OF THE EDGE OF WATER FOR THE TOTAL LENGTH OF THE PROJECT UNTIL WORK IS COMPLETED.



7. PERMITTEE SHALL TAKE APPROPRIATE PRECAUTIONS DURING WORK ACTIVITIES (E.G., TREE REMOVAL, SPOIL REMOVAL, GRADING, ETC.) TO AVOID DISTURBING THE CANAL BANK SLOPE AND PREVENT SPOIL MATERIAL, DEBRIS, VEGETATION, ETC., FROM ENTERING THE WATER. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS PERMIT, NO PLACEMENT OF ANY MATERIAL IS AUTHORIZED IN THE CANAL.
8. PRIOR TO THE INSTALLATION OF THE RIP-RAP, PERMITTEE SHALL SHAPE THE CANAL BANK WHERE THE RIP-RAP IS TO BE INSTALLED TO MATCH THE ADJACENT BANK AND COVER THE ENTIRE AREA WITH SECURED FILTER CLOTH OR AN ALTERNATIVE MATERIAL APPROVED BY THE DISTRICT.
9. PERMITTEE SHALL INSTALL AND MAINTAIN THE RIP-RAP IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT. NO MODIFICATION OF THE RIP-RAP SPECIFICATIONS IS PERMITTED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE DISTRICT.
10. THE TOP OF THE RIP-RAP HEADWALL SHALL MATCH THE ELEVATION OF THE EXISTING GRADE AT TOP OF BANK.
11. IF REQUIRED BY THE DISTRICT'S FIELD REPRESENTATIVE, PERMITTEE SHALL INSTALL MATERIAL IN ANY VOIDS BETWEEN THE SHEETPILE WEIR AND THE CANAL BANK (E.G., CRUSHED ROCK) AND SOD STAKED AND PINNED OVER FILLED VOIDS OR ANY OTHER AREAS WHERE STABILIZATION IS REQUIRED TO PROTECT THE INTEGRITY OF THE CANAL BANK. SUCH INSTALLATION SHALL COMPLY WITH DIRECTION OF THE DISTRICT'S FIELD REPRESENTATIVE.
12. THE SHEETPILE WEIR SHALL BE OF ADEQUATE DESIGN TO RESIST ALL STATIC AND DYNAMIC FORCES APPLIED THERETO BY CONDITIONS THAT MAY BE CREATED FROM CANAL FLOWS AND STAGES.
13. MATERIAL EXCAVATED FROM THE CANAL SHALL NOT BE STOCKPILED IN THE RIGHT OF WAY. PERMITTEE SHALL REMOVE ALL EXCESS MATERIAL FROM THE RIGHT OF WAY.
14. PERMITTEE SHALL ALWAYS BE RESPONSIBLE FOR PROVIDING AND UTILIZING ACCEPTABLE DUST CONTROL MEASURES DURING ITS USE OF THE RIGHT OF WAY.
15. WHILE IT IS ASSUMED THAT NO REQUIRED REPAIR OR MAINTENANCE OF THE RIGHT OF WAY WILL BE REQUIRED AS A RESULT OF PERMITTEE'S USE, THE DISTRICT RESERVES THE RIGHT TO REQUIRE PERMITTEE TO PERFORM REASONABLE MAINTENANCE AND REPAIR WHEN, IN THE SOLE DISCRETION OF THE DISTRICT, IT IS DETERMINED THAT THE AUTHORIZED USE IS ATTRIBUTABLE TO IDENTIFIABLE ADVERSE IMPACTS TO THE RIGHT OF WAY.
16. PERMITTEE SHALL REMOVE ALL EXOTIC (I.E., BRAZILIAN PEPPER, AUSTRALIAN PINE, ETC.) AND NON-EXOTIC VEGETATION WITHIN THE DISTRICT'S RIGHT OF WAY THROUGHOUT THE LIMITS OF THE PROJECT USING BOTH PHYSICAL REMOVAL AND HERBICIDAL TREATMENT THAT FOLLOW BEST MANAGEMENT PRACTICES. PERMITTEE SHALL BE RESPONSIBLE FOR MAINTAINING THE LIMITS OF THE PROJECT TO BE FREE OF BOTH EXOTIC AND NON-EXOTIC VEGETATION FOR THE DURATION OF THE PERMIT.
17. THE WORK OR USE AUTHORIZED BY THIS PERMIT SHALL BE COMPLETED BY SEPTEMBER 30, 2023 UNLESS OTHERWISE EXTENDED BY THE DISTRICT IN WRITING. IF PERMITTEE REQUIRES AN EXTENSION OF THE WORK EXPIRATION DATE, PERMITTEE SHALL SUBMIT A REQUEST FOR AN EXTENSION IN THE MANNER AND FORM AS DIRECTED BY THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS, OR DENY PERMITTEE'S REQUEST.

## General Conditions

1. THIS AUTHORIZATION IS SOLELY FOR THE USE OF PERMITTEE AND PERMITTEE'S CONTRACTOR(S)/SUB-CONTRACTOR(S) PERFORMING WORK WITHIN OR USING THE RIGHT OF WAY.
2. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A PROHIBITION ON THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
3. PERMITTEE AND/OR THE PERMITTEE'S CONTRACTORS SHALL ALWAYS MAINTAIN THE DISTRICT'S VEHICULAR ACCESS THROUGHOUT THE PROJECT LIMITS. IF, IN PERMITTEE'S OPINION, IT WILL BE NECESSARY FOR THE DISTRICT'S VEHICULAR ACCESS TO BE BLOCKED, IMPEDED OR ALTERED AT ANY TIME, PERMITTEE SHALL SUBMIT A WRITTEN REQUEST TO THE DISTRICT SETTING FORTH THE PROPOSED ACTIVITIES THAT WILL RESULT IN OBSTRUCTION OF THE RIGHT OF WAY AND THE DATES THAT THE RIGHT OF WAY WILL BE RENDERED INACCESSIBLE. WRITTEN PERMISSION FROM THE DISTRICT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF PERMITTEE'S PROPOSED OBSTRUCTION OF THE RIGHT OF WAY. THE DISTRICT, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS OR DENY PERMITTEE'S REQUEST.
4. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH DISTRICT ENGINEERING SPECIFICATIONS SET FORTH IN "SECTION 02220 - EXCAVATION AND BACKFILLING" (A COPY OF WHICH IS ATTACHED TO THIS PERMIT) OF THE DISTRICT'S ENGINEERING STANDARDS (ATTACHED) AND ANY OTHER APPLICABLE DISTRICT ENGINEERING STANDARDS REFERENCED IN SECTION 02220, INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL TESTING AND REPORTING REQUIREMENTS.
5. TURBIDITY BARRIERS SHALL BE PLACED WITHIN THE CANAL IF DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. PERMITTEE SHALL REMOVE THE TURBIDITY BARRIERS IN COMPLIANCE WITH DIRECTION FROM THE DISTRICT WHEN OPERATION, MAINTENANCE OR EMERGENCY CONDITIONS REQUIRE SUCH REMOVAL.
6. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IF THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
7. NO VEHICULAR MAINTENANCE/REPAIR ACTIVITIES OR SUBSTANCES OR PARTS ASSOCIATED WITH THE REPAIR OR MAINTENANCE OF VEHICLES/EQUIPMENT SHALL TAKE PLACE, OR BE USED, STORED OR DISCARDED WITHIN THE RIGHT OF WAY. VEHICLES THAT BECOME INOPERABLE ON THE RIGHT OF WAY SHALL BE REMOVED AS PROMPTLY AS POSSIBLE. IN ADDITION, NO OVERNIGHT STORAGE OR PARKING OF EQUIPMENT, ASSOCIATED MACHINERY OR CONSTRUCTION TRAILERS IS AUTHORIZED IN THE RIGHT OF WAY, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED HEREIN.

8. IF THE IMPROVEMENTS, WORK AND/OR USE AUTHORIZED BY THIS PERMIT (EITHER DURING CONSTRUCTION OR FOLLOWING COMPLETION) RESULT IN ANY DAMAGE TO THE DISTRICT'S RIGHT OF WAY (E.G., SHOALING, EROSION OR WASH-OUT OF ANY AREA IN THE RIGHT OF WAY), DISTRICT FACILITIES AND/OR ANY OTHER FACILITIES (AUTHORIZED OR UNAUTHORIZED), PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGE. IN ADVANCE OF PERFORMING ANY REPAIRS, PERMITTEE SHALL CONSULT WITH THE DISTRICT TO DETERMINE THE APPLICABLE DISTRICT PROCESSES AND REQUIREMENTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, FILING AN APPLICATION FOR A RIGHT OF WAY OCCUPANCY PERMIT TO SECURE AUTHORIZATION TO PERFORM SUCH WORK. PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY RESULTING FROM SUCH DAMAGE.
9. THE DISTRICT SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT RESULTING FROM DISTRICT USE, OPERATION (E.G., GATE, PUMPING AND STRUCTURE OPERATIONS, WATER LEVEL MANAGEMENT, WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
10. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES DEVELOP, THE DISTRICT IS AUTHORIZED, AT ITS SOLE DISCRETION, TO TEMPORARILY OR PERMANENTLY SUSPEND OR TERMINATE THE AUTHORIZED USE. IN SUCH EVENT, THE DISTRICT WILL CONTACT PERMITTEE TO PROVIDE DIRECTION WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, VACATING THE RIGHT OF WAY, REMOVING AND/OR SECURING EQUIPMENT AND/OR MATERIALS FROM THE RIGHT OF WAY, OR PERFORMING WORK TO ENSURE THAT THE RIGHT OF WAY IS SUFFICIENTLY RESTORED TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE ACTIVITIES. PERMITTEE, INCLUDING ALL PERSONS, VENDORS, SUB-CONTRACTORS OR AGENTS OF PERMITTEE, SHALL BE REQUIRED TO COMPLY WITH DISTRICT DIRECTION. THE DISTRICT RESERVES THE RIGHT TO TERMINATE THE AUTHORIZED USE IF PERMITTEE FAILS TO MAKE SURE THAT ALL PARTIES COMPLY WITH THIS CONDITION.
11. PERMITTEE SHALL NOT STOCKPILE SOIL, MATERIALS OR DEBRIS IN THE RIGHT OF WAY. SUCH MATERIALS SHALL BE REMOVED FROM THE RIGHT OF WAY UNLESS OTHERWISE SET FORTH BY THE CONDITIONS OF THIS PERMIT. PERMITTEE SHALL EXERCISE BEST MANAGEMENT PRACTICES TO PREVENT EROSION OR SOILS FROM ENTERING THE CANAL DURING THE AUTHORIZED WORK, INCLUDING, BUT NOT LIMITED TO, THE TEMPORARY INSTALLATION OF SILT FENCE OR OTHER MEANS OF CONTAINMENT ACCEPTABLE TO THE DISTRICT.
12. THE DISTRICT'S REVIEW OF PERMITTEE'S PLANS IS LIMITED TO DETERMINING WHETHER THE PROPOSED WORK WILL IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE PROPOSED WORK IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED PURPOSE.

13. THE DISTRICT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REQUIRE AN INSPECTION REPORT FROM A PROFESSIONAL ENGINEER OR CONTRACTOR LICENSED IN THE STATE OF FLORIDA AT ANY TIME DURING WHICH THE AUTHORIZED WORK REMAINS IN THE RIGHT OF WAY TO VERIFY THAT THE AUTHORIZED WORK COMPLIES WITH INDUSTRY STANDARDS, PERFORMS THE FUNCTION FOR WHICH IT WAS DESIGNED AND IS SOUND AND POSES NO THREAT TO THE DISTRICT'S RIGHT OF WAY AND/OR OPERATION AND MAINTENANCE OF ITS FLOOD CONTROL SYSTEM. IF THE DISTRICT DETERMINES THAT REPAIR, REPLACEMENT OR REFURBISHMENT OF THE AUTHORIZED WORK IS REQUIRED, PERMITTEE SHALL IMMEDIATELY COMPLY WITH DISTRICT DIRECTION TO SECURE APPROVALS/PERMITS, AS MAY BE REQUIRED, AND TO PERFORM SUCH WORK WITHIN THE TIMEFRAME SET FORTH BY THE DISTRICT.
14. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING REGULAR AND ROUTINE INSPECTIONS OF THE IMPROVEMENTS AUTHORIZED BY THIS PERMIT AND CORRECTING ANY DEFICIENCIES IDENTIFIED BY SUCH INSPECTIONS TO ENSURE THAT THE IMPROVEMENTS CONTINUE TO COMPLY WITH THE PERMIT AND PERFORM, AS NEEDED, TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE.
15. PERMITTEE SHALL MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. PERMITTEE SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS CONTRACTORS AND AGENTS AND TO ENSURE THAT PARTIES ACTING ON BEHALF OF PERMITTEE COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT.
16. PERMITTEE SHALL NEITHER CONSTRUCT, INSTALL OR PLACE ADDITIONAL IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY, NOR USE THE RIGHT OF WAY FOR ANY ACTIVITY (UNLESS EXPRESSLY AUTHORIZED BY THIS PERMIT) WITHOUT FIRST HAVING OBTAINED A MODIFICATION OF THIS PERMIT. OF PARTICULAR NOTE, THAT AREA MEASURING 40 FEET LANDWARD FROM THE TOP OF BANK SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS, IMPROVEMENTS OR USE, UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
17. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. IF THERE IS A CONFLICT BETWEEN THE WORK AUTHORIZED BY THIS PERMIT AND A PERMIT OBTAINED FROM A DIFFERENT PUBLIC OR PRIVATE ENTITY, THE TERMS AND CONDITIONS OF THIS PERMIT SHALL PREVAIL AND HAVE SUPERIORITY.
18. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND APPROVAL OF THE FINAL INSPECTION.
19. BASED ON THE DISTRICT'S RECORDS, THE DISTRICT IS NOT THE UNDERLYING FEE OWNER OF PORTIONS OF OR ALL THE LANDS SUBJECT TO THIS PERMIT; THEREFORE, PERMITTEE SHALL BE REQUIRED TO OBTAIN ALL NECESSARY APPROVALS FROM THE UNDERLYING FEE OWNER AS REQUIRED UNDER STANDARD LIMITING CONDITION NO. 5.

#### **40E-6.381. Limiting Conditions**

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

1. All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
2. Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, Permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Permittee in order to meet Permittee's duty to incorporate safety features, as set forth above.
3. Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
4. This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.
5. This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other



required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

6. Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/ rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

7. The District does not waive sovereign immunity in any respect.

8. The Permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.
- (d) leaving construction or other debris on the District's right of way or waterway;
- (e) damaging District berms and levees;
- (f) the removal of District owned spoil material;
- (g) removal of or damage to District locks, gates, and fencing;
- (h) opening of District rights of way to unauthorized vehicular access; or
- (i) running or allowing livestock on the District's right of way.

9. The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

10. Permittee shall allow the District to inspect the permitted use at any reasonable time.

11. Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the Permittee's use.

12. This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

13. The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.

14. If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

15. The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use,

where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

16. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

17. Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

18. Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

19. All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

20. It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

21. It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

22. Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

23. The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24- 91, 9-15-99, 8-12-13.

### **Exhibits**

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below

[220707-35080 ROWPermit 20220912 \\$283\\$29.pdf](#)

## **NOTICE OF RIGHTS**

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's

security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

### **INITIATION OF ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

Rev. 06/21/15



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
4400 PGA BOULEVARD, SUITE 500  
PALM BEACH GARDENS, FLORIDA 33410

October 8, 2025

Regulatory Division  
Palm Beach Gardens Section  
SAJ-2024-01379(NW-PWB)

Indian Trail Improvement District  
Attention: Elizabeth Accomando  
13476 61<sup>st</sup> Street North  
West Palm Beach, Florida 33412  
Sent via email: [eaccomando@indiantrail.com](mailto:eaccomando@indiantrail.com)

Dear Ms. Accomando:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on May 30, 2024. Your application was assigned file number SAJ-2024-01379(NW-PWB). A review of the information and drawings provided indicates that the proposed work would result in authorization to improve flood protection by performing the following activities:

1. Excavate 6,617 square feet (524 Cubic yards) within the M-O outfall canal.
2. Place 6,617 square feet (350 cubic yards) of riprap within the excavation area.
3. Construct a 104 linear foot water control structure consisting of a 3 feet wide cap on sheet piles, water control gates, and a maintenance platform.

The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located in Waters of the United States within the Indian Trail Improvement District (ITID) M-O Outfall Canal, in Section 16, Township 42 South, Range 39 East, Loxahatchee Groves, Palm Beach County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 43 (Stormwater Management Facilities). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can

access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-43, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

**General Conditions:**

1. The time limit for completing the work authorized ends on **March 14, 2026.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form and forward a copy to this office to validate the transfer of this authorization.
5. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

The following project specific special conditions are included with this verification:



**1. Reporting Addresses:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this DA permit number, SAJ-2024-01379(NW-PWB), on all submittals.

**2. As-Built Certification with X-Y-Z Coordinates:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-built drawings of the authorized work and a completed version of the enclosed "As-Built Certification by Professional Engineer or Surveyor" form (Attachment B) to the Corps. The drawings shall be signed and sealed by a registered professional engineer or a professional land surveyor confirming the actual location of all authorized work/structures with respect to the Federal channel and/or within the Federal easement and include the following:

a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawings shall include the X & Y State Plane coordination points of the most waterward point of the structure, as well as the Z-azimuth for subaqueous utilities. The drawings shall include the dimensions of the structure, depth of water (at mean low water) at the waterward end of the structure, and the distance from the waterward end of the structure to the near design edge of the Federal channel.

b. List of any deviations between the work authorized by this permit and the work as constructed. In the event the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the Corps.

c. The Department of the Army Permit number.

d. Within 60 days of completion of the work authorized by this permit, the Permittee shall provide a courtesy copy of the signed and sealed As-Built drawings to the Corps, Engineering Division. Submittals shall be sent either electronically by email at

[ENPermits.CESAJ@usace.army.mil](mailto:ENPermits.CESAJ@usace.army.mil) or by standard mail at Post Office Box 4970, Jacksonville Florida 32232-0019.

**3. Assurance of Navigation and Maintenance:** The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**4. Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

**5. Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in

accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archaeologist and from the Corps.

6. **Excavated Material:** The Permittee shall not place any excavated material and/or drilling mud in wetlands or surface waters.

7. **Staging Ares:** All staging areas shall be limited to upland areas.

8. **Eastern Indigo Snake Protection Measures:** The Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013, as provided in Attachment C of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise> . If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

9. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has

returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

**10. Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

**11. Individual Section 408 Approval:** It has been determined that the activities authorized do not impair the usefulness of the L-8 Canal and are not injurious to the public interest. The Permittee shall adhere to the design criteria and guidelines for categorical Section 408 approval as referenced in the 408-SAJ-2025-0044 Approval Memo in Attachment D of this permit. As-builts shall be submitted either electronically by email at ENPermits.CESAJ@usace.army.mil or by standard mail at Post Office Box 4970, Jacksonville Florida 32232-0019. For all questions related to the Section 408 approval, contact the Corps, Jacksonville Engineering Division by telephone at 904-232-2757. Engineering Division is the appropriate authority to determine compliance with the terms and conditions of Section 408 approval.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Paula Bratschi at the Palm Beach Gardens Permits Section at 4400 PGA Boulevard, Suite 500, by telephone at 561-472-3532, or by email at [paula.w.bratschi@usace.army.mil](mailto:paula.w.bratschi@usace.army.mil).

Sincerely,



Paula Bratschi  
Project Manager

Enclosures

Attachment A: Drawings

Attachment B: As-Built Certification with X-Y-Z Coordinates

Attachment C: Eastern Indigo Snake Protection Measures

Attachment D: Individual Section 408 Approval

Cc:

Agent: Jay Foy [jfoystormj@gmail.com](mailto:jfoystormj@gmail.com)

CESAJ-RD-PE

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**DA PERMIT NUMBER: SAJ-2024-01379(NW-PWB)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

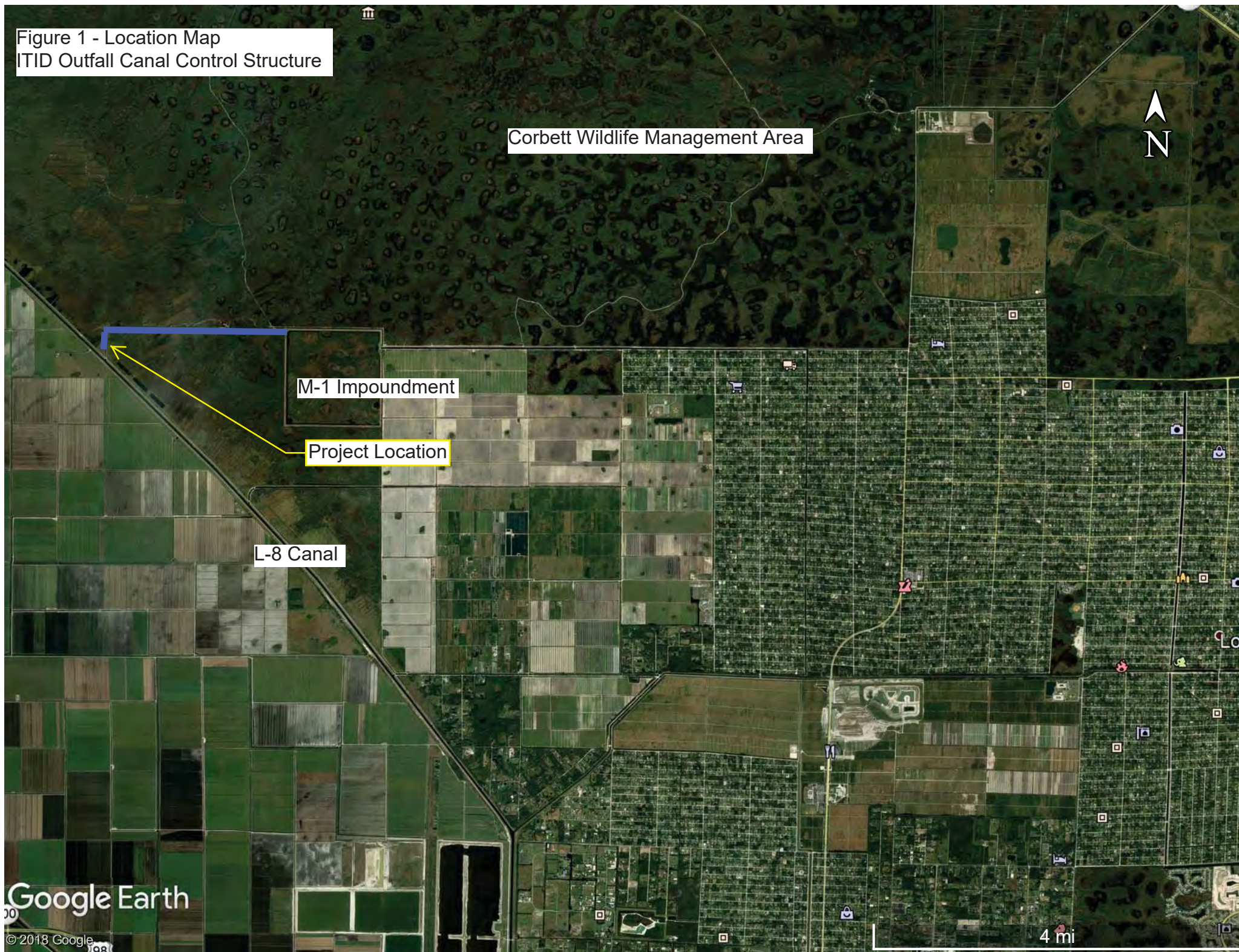
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(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)



Figure 1 - Location Map  
ITID Outfall Canal Control Structure





FDEM Ground Disturbance Area



ITID Outfall Canal

26.8161, 80.4341

Staging Area = 30'x300' = 9,000 sf  
Depth approximately 1.5'

Flow

Concrete Weir  
with Gates

26.8155, 80.4344

Sheetpile Wingwall

Ground Disturbance 50'x130' = 6,500 sf  
Piling Depth from 18.0' to 1.5' NGVD,  
Depth = 16.5'

SFWMD  
L-8 Canal

26.8153, 80.4340

Sheetpile Wingwall

26.8152, 80.4340

Riprap Revetment

Google Earth

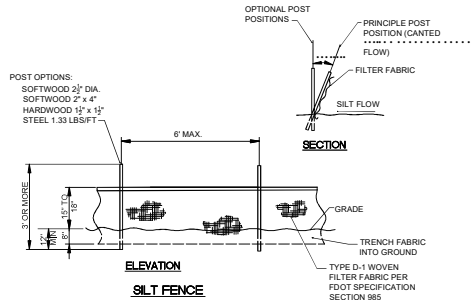
© 2018 Google

400 ft









**GENERAL NOTES**

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
2. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
3. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
4. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
5. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
6. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.

**Sunshine811.com**

REVISIONS			
NO.	DATE	REVISIONS	BY
1	04/22	Add Pipe Balloon Plug, Double Silt Fence	JGF



Civil, Hydrologic & Hydraulic Engineers  
1855 Indian Road, Suite 202, West Palm Beach, FL 33409  
Ph: (561)242-0028 • Fax: (561)242-0109 • stormwater@jgma.com

**POLLUTION PREVENTION PLAN  
INDIAN TRAIL IMPROVEMENT DISTRICT  
M-0 OUTFALL CANAL STRUCTURE**

©2021/08/01 2022 By Stormwater Engineering, Inc. This Drawing is Provided For Informational Purposes Only. It is Not to Be Used for Construction Without the Professional Engineer Representing Stormwater Engineering, Inc. C.A. 00009484

91084.006 Pollution Control, Planning

8/4/2022 10:39 AM

DATE 7/31/2022

DRAWN JGF

CHECKED (1)

CHECKED (2)

DESIGNED

MANAGER

2

2

91084.006

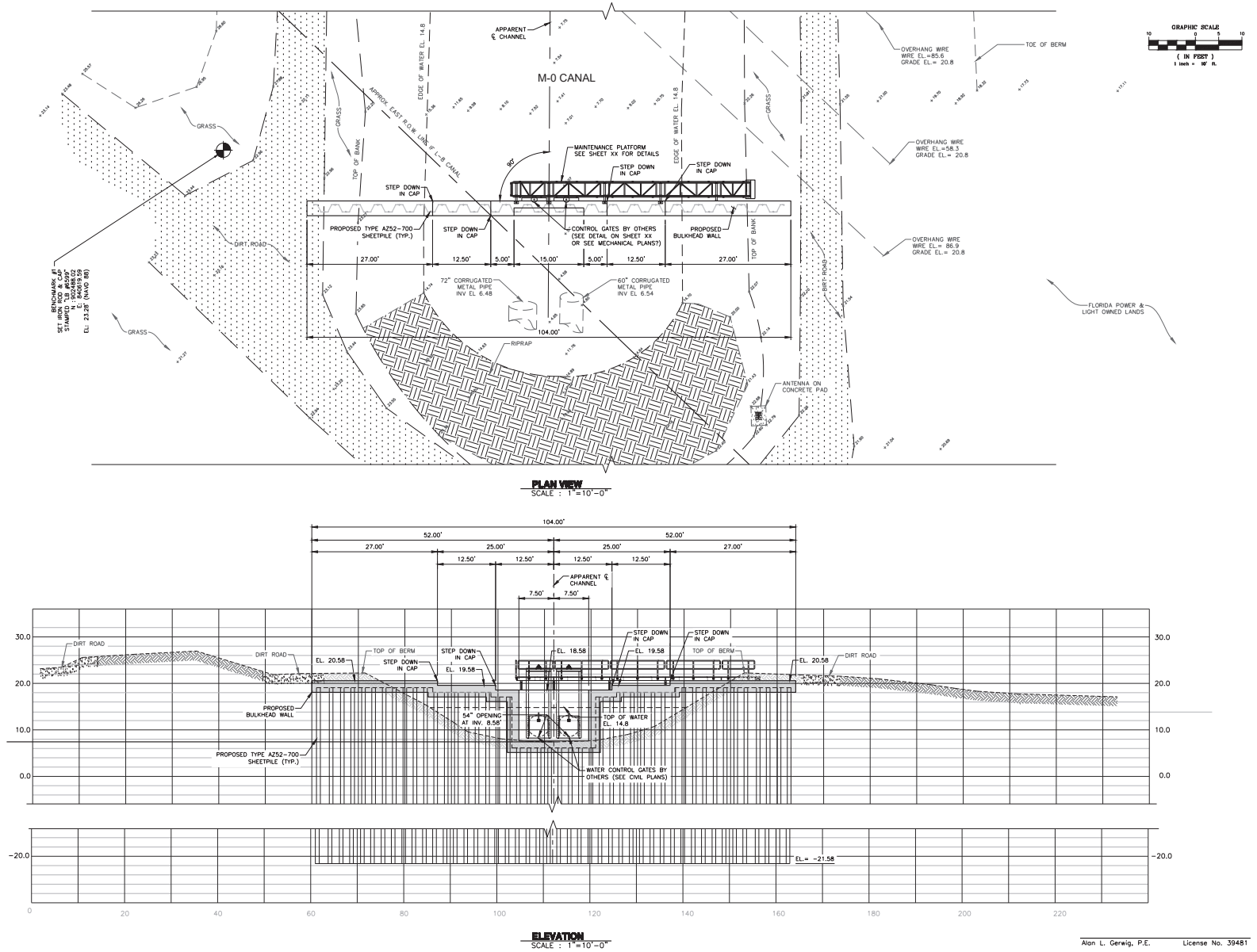


1. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION
2. LOADS USED IN ANALYSIS OF THE WALLS:
  - a. SATURATED SOIL UNIT WEIGHT: 113 LBS./CU. FT.
  - b. SUBMERGED SOIL UNIT WEIGHT: 56 LBS./CU. FT.
  - c. SOIL ACTIVE PRESSURE COEFFICIENT:  $K_a=0.32$
  - d. SOIL PASSIVE PRESSURE COEFFICIENT:  $K_p=3.12$
  - e. LIVE LOAD SURCHARGE ADJACENT TO WALL: 150 LBS./SQ. FT.
  - f. LIVE LOAD ON PLATFORM : 100 LBS./SQ. FT.
  - g. CONCRETE UNIT WEIGHT : 150 LBS./CU. FT.

1. PREDRILLING prior to INSTALLING THE STILL STEEL PILING IS REQUIRED TO CREATE A SLOT IN THE ROCK LAYER. THE DEPTH OF THE DRILLING SHALL EXCEED THE PILE TIP ELEVATION OF -2158' NAVD. THE FRAGMENTED LIMESTONE COBBLES SHALL BE REMOVED, AND THE HOLES BACKFILLED WITH CLEAN SAND prior TO DRIVING OF THE STEEL SHEET PILES. SAND INFILL FROM THE CANAL BARRIEMENT DURING THE DRILLING PROCESS IS ACCEPTABLE TO LEAVE IN PLACE AND SUPPLEMENTED AS NECESSARY TO COMPLETELY FILL THE HOLES.
2. REFER TO GEOTECHNICAL REPORT PREPARED BY:  
TERRACON CONSULTANTS, INC.  
ITO M-O CANAL OUTFALL STRUCTURE  
TERRACON PROJECT NO.: H0205041

[illegible]

N:\Drawings\10 M-0 Canal Water Control Structure (21-029) (01-MBC-0003) 11-028 PLAN & ELEVATION.dwg - Monday, August 22, 2022 10:02:42 AM - Stephen Carpenter





**Alan Gerwig & Associates, Inc.**  
17280 W. Foothill Blvd., Suite 201  
Palm Beach Gardens, FL 33414  
Tel: (561) 795-5050  
Fax: (561) 795-0900  
Civil and Structural Engineers

**M-0 CANAL WATER STRUCTURE**  
**PALM BEACH COUNTY, FLORIDA**  
**PLAN AND ELEVATION**

REVISIONS				
No.	Rev.	By	Date	Notes

App: ALG  
D: SEC  
Drawing Date: 6/19/2022

Proj. No.: 21-0228

Sheet 82 of 86

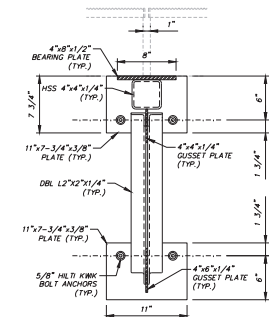


**M-O CANAL WATER STRUCTURE**  
**PALM BEACH COUNTY, FLORIDA**  
**PLATFORM AND GATE PLAN AND ELEVATION**

[illegible]





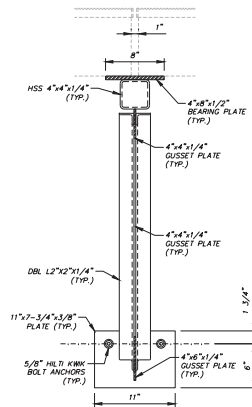


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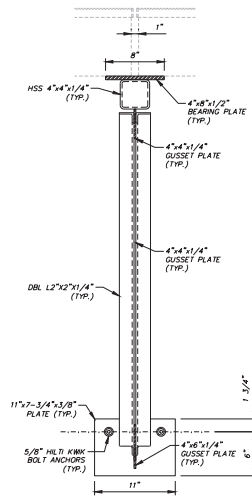
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(1) REQUIRED






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(1) REQUIRED

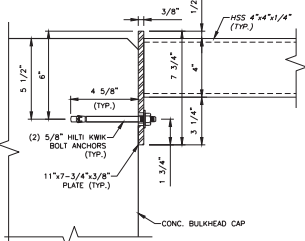


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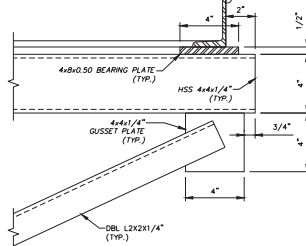
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(3) REQUIRED



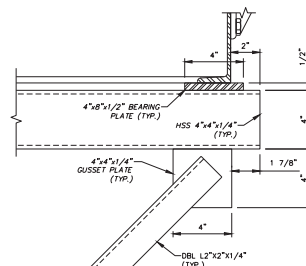


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**BRACKET DETAIL** 

SCALE: 3"=1'-0"

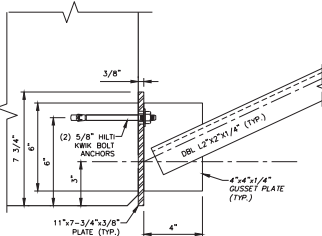


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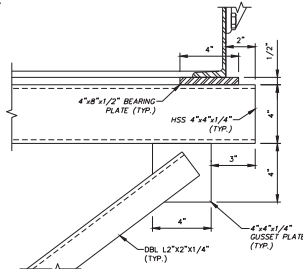
8

S4 | S5

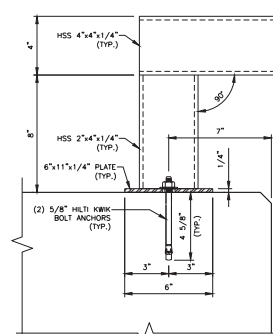


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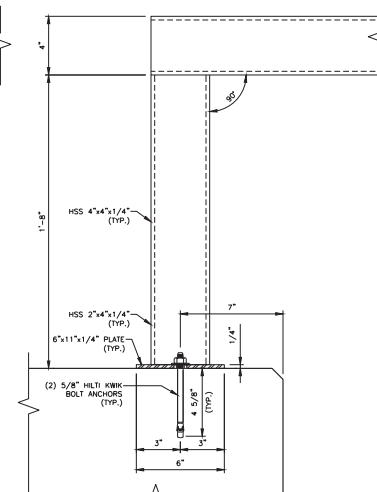
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**BRACKET DETAIL**

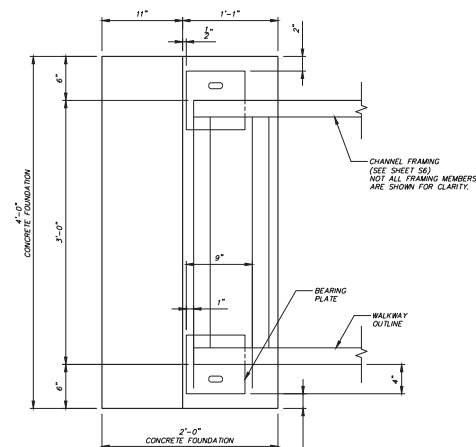
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9  
S4 | S5



**BRACKET DETAIL** 

SCALE: 3"=1'-0"



**FOUNDATION DETAIL** 

SCALE: 1-1/2"=1'-0"



**Alan Gerwig & Associates, Inc.**  
12708 W. Forest Hill Blvd., Suite 201  
Wellington, FL 33414  
CA #7869  
Ph.: (561) 792-5000  
Fax: (561) 792-9901  
Civil and Structural Engineers

**M-O CANAL WATER STRUCTURE**  
**PALM BEACH COUNTY, FLORIDA**  
**PLATFORM AND BRACKET DETAILS**

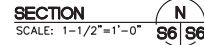
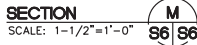
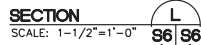
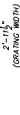
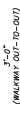
REVISIONS					
No.	Date	Dr.	Cd.		

Appr.	<b>ALG</b>	Scale	<b>NOTED</b>
Dr.	<b>SEC</b>	Cm.	<b>ALG</b>
Drawing Date	<b>6/18/2022</b>		

Proj.  
No.                 **21-028**

Sheet **S5** of **S6**



- GENERAL NOTES:
1. STRUCTURAL FRAMING FOR EACH WALKWAY SECTION SHALL BE STEEL, TYPE A36, AND HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
  2. BAR GRATING SHALL BE SERRATED GALVANIZED STEEL, 19-W-4  $\frac{1}{4}$ "- $\frac{3}{4}$ ". GRATING DEFLECTION SHALL NOT EXCEED A DEFLECTION OF  $\frac{1}{4}$ " FOR A UNIFORM LOAD OF 100 LBS/SF.
  3. OPEN ENDS OF GRATING PANELS SHALL BE Banded BY WELDING, PRIOR TO GALVANIZING, A FLAT BAR SIMILAR IN SIZE TO THE BEARING BARS TO THE CUT END OF THE GRATING PANEL.
  4. GRATING MAIN BARS SHALL BE ATTACHED TO FRAMING CHANNELS USING 13 GAUGE MINIMUM THICKNESS FRICTION- TYPE GALVANIZED STEEL BRACKETS AT 24" MAXIMUM SPACING (STRUCT-FAST, INC. OR APPROVED EQUAL).
  5. MAXIMUM GAP BETWEEN BAR GRATING PANELS SHALL BE  $\frac{1}{2}$ ".
  6. GRATING PANEL IN PLATFORM WALKING DIRECTION (I.E. LENGTH) SHALL NOT BE MORE THAN 36".

**Alan Gervig & Associates, Inc.**  
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Ph: (561) 792-9000  
Fax: (561) 792-9901  
Civil and Structural Engineers

**M-O CANAL WATER STRUCTURE**  
**PALM BEACH COUNTY, FLORIDA**  
**WALKWAY PLAN AND DETAILS**

[illegible]

## **AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER**

*Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, 4400 PGA Boulevard, Suite 500, Palm Beach Gardens, Florida, 33410. For electronic mail [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (not to exceed 10 MB). If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.*

1. Department of the Army Permit Number: SAJ-2024-01379(/NW-PWB)

2. Permittee Information:

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

Address: \_\_\_\_\_

\_\_\_\_\_

3. Project Site Identification (physical location/address):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

\_\_\_\_\_  
Signature of Engineer

\_\_\_\_\_  
Name (*Please type*)

\_\_\_\_\_  
(FL, PR, or VI) Reg. Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

(Affix Seal)

\_\_\_\_\_

\_\_\_\_\_

Date

Telephone Number

Date Work Started:\_\_\_\_\_ Date Work Completed:\_\_\_\_\_

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

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# STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE U.S. Fish and Wildlife Service

March 23, 2021

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: [jaxregs@fws.gov](mailto:jaxregs@fws.gov); South Florida Field Office: [verobeach@fws.gov](mailto:verobeach@fws.gov); Panama City Field Office: [panamacity@fws.gov](mailto:panamacity@fws.gov); Georgia Field Office: [gaes\\_assistance@fws.gov](mailto:gaes_assistance@fws.gov)). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or approval from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

## POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11 x 17in or larger paper and laminated, is attached):

**DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat.

These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

**SIMILAR SNAKES:** The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

**LIFE HISTORY:** The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida and Georgia. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas and often move seasonally between upland and lowland habitats, particularly in the northern portions of its range (North Florida and Georgia). Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Reliance on xeric sandhill habitats throughout the northern portion of the range in northern Florida and Georgia is due to the dependence on gopher tortoise burrows for shelter during winter. Breeding occurs during October through February. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

**PROTECTION UNDER FEDERAL AND STATE LAW:** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. Taking of eastern indigo snakes is prohibited by the Endangered Species Act without a permit is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

**IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes. ^
- Immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

### **IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

### **Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:**

**North Florida Field Office: (904) 731-3336**

**Panama City Field Office: (850) 769-0552**

**South Florida Field Office: (772) 562-3909**

**Georgia Field Office: (706) 613-9493**

## **PRE-CONSTRUCTION ACTIVITIES**

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5 x 11 in paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC or GADNR websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

## **DURING CONSTRUCTION ACTIVITIES**

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).



2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicants designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

## **POST CONSTRUCTION ACTIVITIES**

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



# ATTENTION

## Federally-Threatened Eastern Indigo Snakes may be present on this site!

*Killing, harming, or harassing eastern indigo snakes is strictly prohibited and punishable under State and Federal Law.*

### If you see a LIVE eastern indigo snake on the site:

- Do NOT attempt to touch or handle the snake. Stop land disturbing activities and allow the snake time to move away from the site without interference.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor/applicant, and a U.S. Fish and Wildlife Service (USFWS) Ecological Services Field Office, with the location information and condition of the snake.
- If the snake is located near clearing or construction activities that will cause harm to the snake, the activities must pause until a representative of the USFWS returns the call (within one day) with further guidance.

### If you see a DEAD eastern indigo snake on the site:

- Stop land disturbing activities and immediately notify supervisor/applicant, and a USFWS Ecological Services Field Office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

**DESCRIPTION.** The eastern indigo snake is one of the largest non-venomous snakes in North America, reaching up to 8 ft long. Named for the glossy, blue-black scales above and slate blue below, they often have orange to reddish color (cream color in some cases) in the throat area. They are not typically aggressive and will try to crawl away when disturbed.

**SIMILAR SPECIES.** The black racer resembles the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

**LIFE HISTORY.** Eastern indigo snakes live in a variety of terrestrial habitat types. Although they prefer uplands, they also use wetlands and agricultural areas. They will shelter inside gopher tortoise burrows, other animal burrows, stumps, roots, and debris piles. Females may lay from 4 to 12 white eggs as early as April through June, with young hatching in late July through October.

**PROTECTED STATUS.** The eastern indigo snake is protected by the USFWS, Florida Fish and Wildlife Conservation Commission, and Georgia Department of Natural Resources. Any attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage eastern indigo snakes is prohibited by the U.S. Endangered Species Act. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses. Only authorized individuals with a permit (i.e., Recovery [10a1A] or HCP ITP [10a1B]), or an Incidental Take Statement associated with a USFWS Biological Opinion may handle an eastern indigo snake.

Please contact your nearest USFWS Ecological Services Field Office if a live or dead eastern indigo snake is encountered:

Jacksonville, FL, (904) 731-3336  
Panama City, FL, (850) 769-0552  
Vero Beach, FL, (772) 562-3909  
Athens, GA, (706) 613-9493



*If you see a LIVE eastern indigo snake on the site:*

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, and the appropriate U.S. Fish and Wildlife Service (USFWS) office, with information regarding the location and condition of the snake.
- If the snake is in a vicinity where clearing or construction activities will cause harm to the snake, the activities must be paused until a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

*If you see a DEAD eastern indigo snake on the site:*

- Cease clearing activities and immediately notify the supervisor or designated applicant/agent, and the USFWS Field Office (see below for contact information), with the location and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Ecological Services Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

Jacksonville Office: (904) 731-3336  
Panama City Office: (850) 769-0552  
Vero Beach Office: (772) 562-3909  
Georgia Office: (912) 403-1873

**Description.** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet long. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. They often have orange to reddish coloration in the throat area, yet some may only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

**Similar Species.** The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

**Life History.** The eastern indigo snake occurs in a variety of terrestrial habitats. Although they prefer uplands, they also use wetlands and agricultural areas. Eastern indigo snakes will often take shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 to 12 white eggs as early as April through June, with young hatching in late July through October.

*Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.*

Only individuals currently authorized to handle an eastern indigo snake through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, are allowed to do so.

**Legal Status.** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.



## **ATTENTION:**

### **THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!**



*Please read the following  
information provided by the U.S.  
Fish and Wildlife Service on  
standard protection measures for  
the eastern indigo snake.*

## MEMORANDUM FOR Chief, Regulatory Division

SUBJECT: Water Control Structure and Riprap ITID Outfall Canal, L-8 Canal, SAJ-2024-01379

1. Reference Regulatory Division email dated 6 March 2025, requesting Engineering Division review the permit package for SAJ-2024-01379, Water Control Structure and Riprap ITID Outfall Canal, L-8 Canal, 408 Request 2025-0044. The applicant proposes to improve flood protection by excavating 6,617 square feet (524 cubic yards) of existing riprap and by installing 6,617 square feet (350 cubic yards) of new riprap. Furthermore, the project includes the construction of a 104 linear foot water control structure consisting of a 3 feet wide cap on sheet piles, water control gates, and a maintenance platform.
2. Engineering Division does not object to the issuance of the permit and approves the request for SAJ-2024-01379, Water Control Structure and Riprap ITID Outfall Canal, L-8 Canal, 408 Request 2025-0044, as referenced herein, as the proposed meets SAJ criteria and will not impact the federal project.
3. Approval of these modifications to the L-8 Canal Project is in accordance with 33 U.S.C. 408. It also complies with the National Environmental Policy Act as the proposed modifications were previously analyzed in the Department of Army Permit SAJ-2024-01379.
4. The applicant shall comply with Engineering Circular 1165-2-220, dated 10 September 2018, Policy and Procedural Guidance for Processing Requests to Alter U.S. Army Corps of Engineers Civil Works Projects Pursuant to 33 U.S.C. 408, Appendix K, Standard Terms and Conditions (enclosed) and the time limit for completing the work authorized in Department of Army Permit SAJ-2024-01379. The applicant is responsible for quality control for performance of the work and for ensuring these actions do not interfere with the functioning of the L-8 Canal Project. Documentation of the completed work must be furnished to USACE after completion of the work for our records, per the Standard Terms and Conditions (enclosed).
5. If you have any questions, please feel free to contact the Engineering Division POC Josinell Serrano Canals at 904-232-1112 or by email to [josinell.m.serrano-canals@usace.army.mil](mailto:josinell.m.serrano-canals@usace.army.mil).

Jason A. Engle, P.E.  
Acting Chief, Engineering Division

Enclosure

## **STANDARD TERMS AND CONDITIONS<sup>1</sup>**

### **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

---

<sup>1</sup> EC 1165-2-220, Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408, Appendix K, 10 SEP 2018



work areas or the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, **indemnify**, and **hold harmless** the United States and USACE from any and all such claims, subject to any limitations in law. Any damage to the water resources development project or other portions of any federal project(s) resulting from your activities must be repaired at your expense.

### **REEVALUATION OF PERMISSION**

7. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
8. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. you fail to comply with the terms and conditions of this permission;
  - b. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
  - c. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.

### **CONDUCT OF WORK UNDER THIS PERMISSION**

9. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.
10. Work/usage allowed under this permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the federal project.
11. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.
12. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
13. You must provide copies of pertinent design, construction, and/or usage submittals/documents. USACE may request that survey and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.
14. You may be required to perform an inspection of the federal project with the USACE, prior to your use of the structure, to document existing conditions.

15. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.
16. You must schedule a final inspection with the Jacksonville District within 60 days after completion of the work.
17. You must submit documentation of the completed work to USACE within 90 days after completion of the work showing the new work as it relates to identifiable features of the federal project. This documentation must include a certification that the work was completed in accordance with the approved plans and specifications, GPS readings for the limits of the work performed, electronic "as-built" drawings, and the date the work was started and completed.





## NOTIFICATION OF FPL FACILITIES

Customer/Agency \_\_\_\_\_  
 Developer/Contractor Name \_\_\_\_\_  
 Location of Project \_\_\_\_\_  
 FPL Representative \_\_\_\_\_  
 Developer/Contractor Representative \_\_\_\_\_

Date of Meeting/Contact: \_\_\_\_\_  
 Project Number/Name: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 FPL Work Request #/Work Order #: \_\_\_\_\_

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> (29 CFR 1910.333 and 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407, 1408)	<u>Travel under or near Power Lines (on construction sites, no load)</u> (29 CFR 1926.600 – Equipment) (1926.1411 – Cranes and Derricks)	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
<b>500,000 volts</b>	<b>25 Feet</b>	<b>25 Feet</b>	<b>16 Feet</b>	<b>16 Feet</b>

**\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**

**\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

\_\_\_\_\_  
 Means by which this notification was provided to customer and/or contractor

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 FPL Representative Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Customer/Developer/Contractor Representative Signature

\_\_\_\_\_  
 Date

Retention Area

THIS INSTRUMENT PREPARED BY:  
Robert C. Salisbury, Esq.,  
P. O. Box 2775  
Palm Beach, Florida 33480

RIGHT-OF-WAY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 013100, Miami, Florida, 33101, hereinafter referred to as "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant to INDIAN TRAIL WATER CONTROL DISTRICT, a water management district under the laws of the State of Florida, whose address is c/o MR. MADISON F. PACETTI, of Caldwell, Pacetti, Barrow & Salisbury, 324 Royal Palm Way, Palm Beach, Florida, 33480, hereinafter referred to as "Grantee" an easement or right-of-way over the land as described below, for the purpose of the operation and maintenance of a drainage canal across Grantor's lands situated in the County of Palm Beach and State of Florida and more particularly described as follows:

The West 200 feet of the South 1/2 of Section 15, Township 42 South, Range 39 East, Palm Beach County, Florida, lying within the 660 foot parcel of land conveyed by R. W. Wall, Jr., Trustee and individually, to Florida Power & Light Company by deed dated May 30, 1975, recorded in Official Record Book 2431, Page 1704, Public Records of Palm Beach County, Florida.

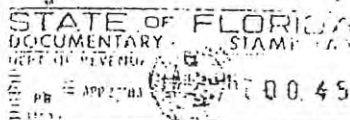
This Agreement is made for the purpose of giving and granting to the Grantee, its successors and assigns, a right-of-way and easement in and to said land to make or cause to be made or constructed thereon such canals, sluice-ways, dikes, roads and other works as may in the judgment of the Grantee be necessary and needful for the drainage of the lands in the Indian Trail Water Control District, and for ingress and egress thereto, and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned for such purpose, this grant shall thereupon revert to and revest in the Grantor, its successors or assigns.

The initial works contemplated above are as depicted in SFMWD Permit #50-00761-R, a copy of which is attached hereto.

The Grantor, however, reserves the right and privilege to use the above-described property for all purposes except as herein granted or as might interfere with the Grantee's use, occupation, or enjoyment thereof, including, without limitation, the right and privilege to pump water from said drainage easement for emergency purposes in connection with Grantor's ownership of adjacent lands (i.e., the extinguishment of fires, which may occur on the adjacent lands of Grantor or at its facilities located thereon), and the right to use the cross-over road at L-8 canal for ingress and egress to the Grantor's property at any and all times during the term of this easement. The Grantor also reserves the right to grant easements within the herein-described property to any person(s), company, and/or governmental agency with the written consent of the Grantee.

By Acceptance of the Easement herein granted, the Grantee does hereby agree that if it should, in the exercise of its rights herein, cause damage to any of the Grantor's facilities, it will reimburse the Grantor for its costs in repairing same to its original condition.

The Grantee and Grantor further agree that each shall exercise its respective rights and privileges hereunder at its own sole risk and agree to indemnify and save harmless the other from all liability, loss, cost, expense, including attorney's fees for pretrial, trial, and appellate matters which may be sustained by the Grantee or Grantor to any person, natural or artificial, by reason of the death or injury to any person or damage to any property whether or not due to or caused by negligent acts of the Grantee or Grantor, its agents, or employees and whether or not due to or caused by the sole negligence of the Grantee or Grantor, its agent, or employees arising out of or in connection with the use of the herein-



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B3929 P 1869

described property by the Grantee or Grantor, its contractors, agents, or employees; and the Grantee and Grantor further agree to defend, at its cost and expense and at no cost and expense to the Grantee or Grantor, any and all suits or actions instituted against the Grantee or Grantor for the imposition of such liability, loss, cost and expense.

19<sup>th</sup> IN WITNESS WHEREOF, the Grantor has executed this instrument this  
day of April 1983.

Signed, sealed and delivered  
in the presence of:

Rebecca J. Cameron  
Rita W. Costantino

FLORIDA POWER & LIGHT COMPANY,

By W. H. Brunetti  
VICE-President

Attest: Astrid Pfeiffer  
Secretary

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF DATE )

I HEREBY CERTIFY that before me personally appeared W. H. Brunetti and Astrid Pfeiffer respectively Vice President and Secretary of FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 19th  
day of April 1983.

James C. Romero  
Notary Public State of Florida at Large

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

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 2, 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

53929 P1870



**SFWMD PERMIT NO. 50-00761-R**

FEB 17 1983

(NON-ASSIGNABLE)

STOTTLE STAGG  
& ASSOCIATES

February 10, 1983 DATE ISSUED

**AUTHORIZING:**

INSTALL A RISER ON THE EXISTING 72" X 130" CMP  
THROUGH L-8 NORTHEASTERLY RIGHT OF WAY WHICH  
IS LOCATED APPROXIMATELY 6.7 MILES NORTHWESTERLY  
OF THE L-8 SOUTH TIE BACK AND INSTALL A 78" X 130"  
CMP WITH RISER NEXT TO THE EXISTING CULVERT TO  
SERVE THE M-1 DETENTION AREA DISCHARGE CANAL.  
(STA. 570+00).

LOCATED IN PALM BEACH COUNTY, SECTION 15 TWP 42S RGE. 39E

**ISSUED TO:**

(owner)

Indian Trail Water Control District  
1030 Royal Palm Beach Boulevard  
Royal Palm Beach, Florida 33411

04031-A 4/1 81

This permit is issued pursuant to Application for Permit No. \_\_\_\_\_ dated \_\_\_\_\_ 19\_\_\_\_ and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, or use of the work or structure involved in the permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. This permit may be cancelled upon thirty (30) days written notice to the permittee or under emergency circumstances as set forth in the District's Rules with which permittee is put on notice to have the use authorized herein altered, repaired or removed. The Permittee, by acceptance of this permit, hereby agrees that he shall promptly comply with all orders of the District and shall alter, repair or remove his use solely at his expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and work installed by permittee hereunder shall remain the property of the permittee.

WORK PROPOSED, WILL BE COMPLETED ON OR BEFORE 2/29 84 otherwise, this permit is voided and all rights thereunder are automatically cancelled unless an extension to the construction period is applied for and granted.

**SPECIAL CONDITIONS ARE AS FOLLOWS:**

1. THIS PERMIT REPRESENTS APPROVAL OF THE PROJECT ONLY TO THE EXTENT OF THE DISTRICT'S INTEREST IN THE PROJECT WORKS RIGHT OF WAY. ANY ADDITIONAL APPROVAL OR PERMITS WHICH MAY BE REQUIRED ARE THE SOLE RESPONSIBILITY OF THE PERMITTEE AND MUST BE OBTAINED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

CONTINUED SPECIAL CONDITIONS ON ATTACHED SHEET ARE A PART OF THIS DOCUMENT.

cc: Stottler Stagg & Associates  
8660 Astronaut Boulevard  
Cape Canaveral, Florida 32920

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

FILED WITH THE CLERK OF THE SOUTH  
FLORIDA WATER MANAGEMENT DISTRICT

ON \_\_\_\_\_

BY \_\_\_\_\_

Deputy Clerk

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

By Thomas P. Huser  
Assistant

83929 P1871

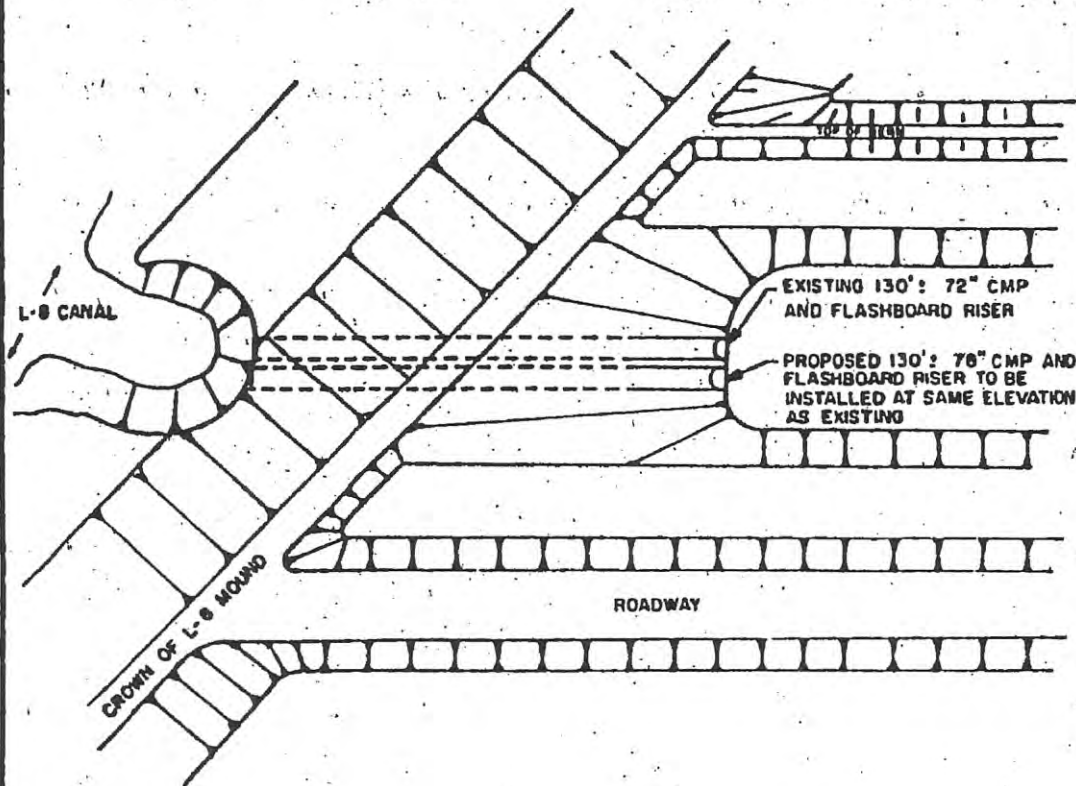
CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

2. THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT RESERVES THE RIGHT TO REQUIRE THE PERMITTEE TO PLACE AND MAINTAIN BOARDS IN THE CULVERT RISERS AT ELEVATIONS PRESCRIBED BY THE DISTRICT IN THE INTEREST OF PROPER WATER MANAGEMENT.
3. THE PERMITTEE IS ADVISED THAT THE FLORIDA POWER AND LIGHT COMPANY IS AUTHORIZED TO UTILIZE THE SUBJECT RIGHT OF WAY, INCLUDING THE CULVERT INSTALLATION, FOR ACCESS TO ITS TRANSMISSION FACILITIES. THE PERMITTEE SHALL, THEREFORE, CO-ORDINATE INSTALLATION OF ITS CULVERT WITH FLORIDA POWER AND LIGHT SO THAT THE UTILITY IS NOT DEPRIVED OF ITS ACCESS.
4. THIS PERMIT REPLACES FORMER DISTRICT PERMIT NUMBER 762 WHICH HEREBY BECOMES A PART OF THIS PERMIT.
5. ONCE SEVERANCE OF THE L-8 MOUND BEGINS, THE CONTRACTOR SHALL WORK CONTINUOUSLY UNTIL THE L-8 MOUND HAS BEEN RESTORED TO ITS ORIGINAL LINE AND GRADE.
6. THE PERMITTEE SHALL BE RESPONSIBLE FOR ANY EROSION OR SHOALING RESULTING FROM THE INSTALLATION OR OPERATION OF THE AUTHORIZED FACILITIES.

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53929 P-1872





SKETCH OF PROPOSED 78" CMP  
AND FLASHBOARD RISER AT L-8 CANAL

RECEIVED

DEC 23 1962

RIGHT-OF-WAY MESSAGE

B3929 P1073

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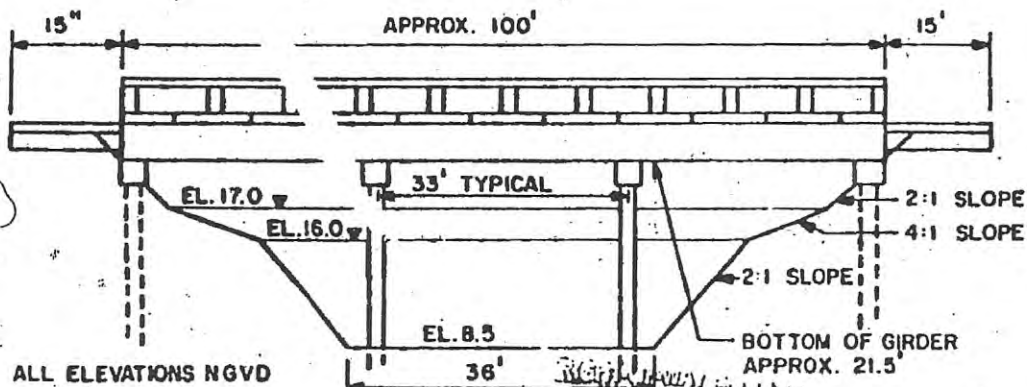
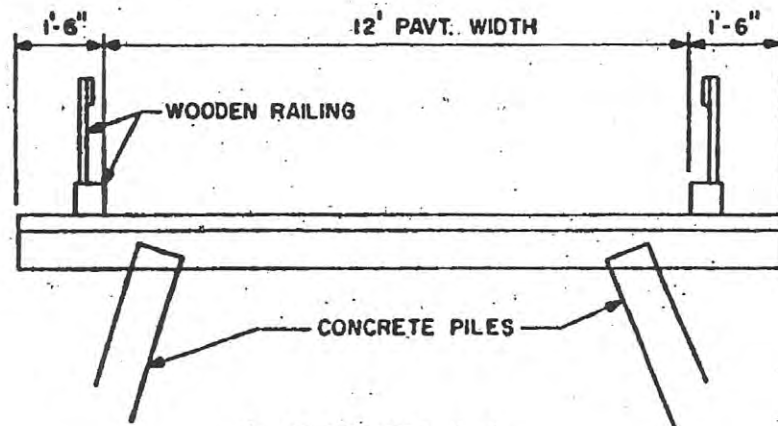
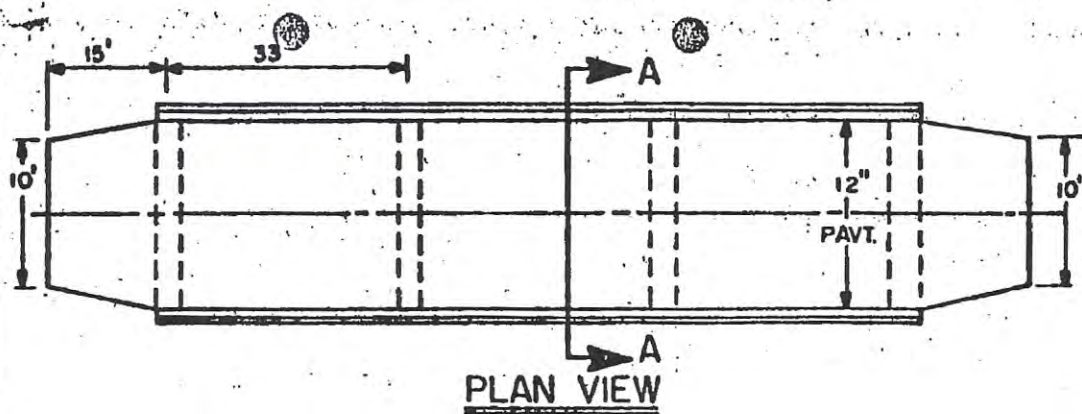
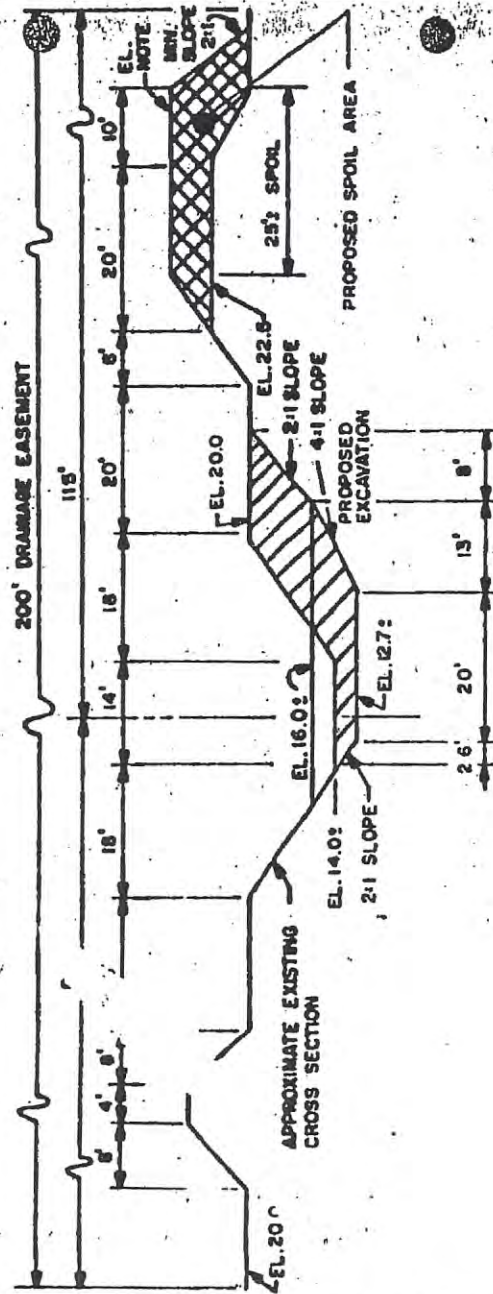


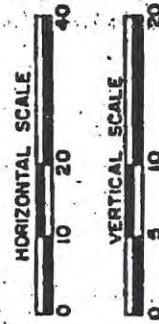
FIGURE 3-1



# EXISTING CANAL AND PROPOSED MODIFICATION



## CROSS SECTION Y-Y



- NOTE:
1. THE ELEVATION OF SPOIL AREA WILL VARY TO ACCOMMODATE DITCH EXCAVATION (MAX. EL. 25.0)
  2. ALL ELEVATIONS NGVD

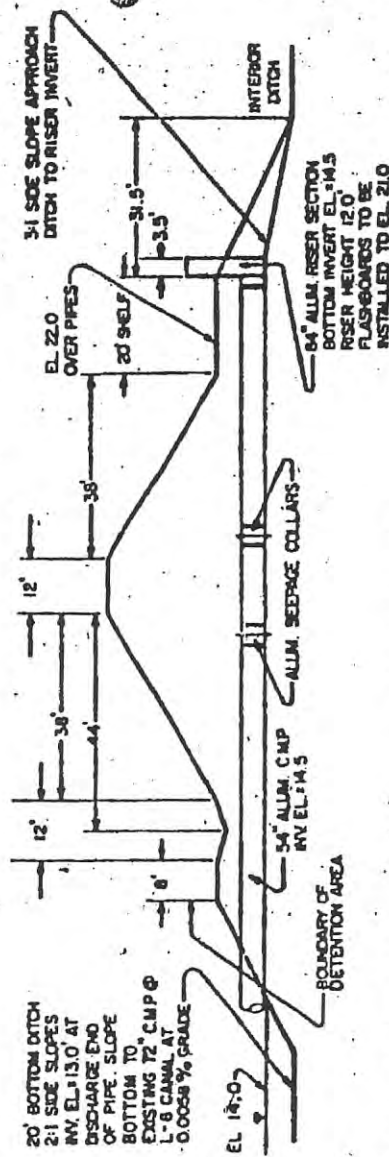
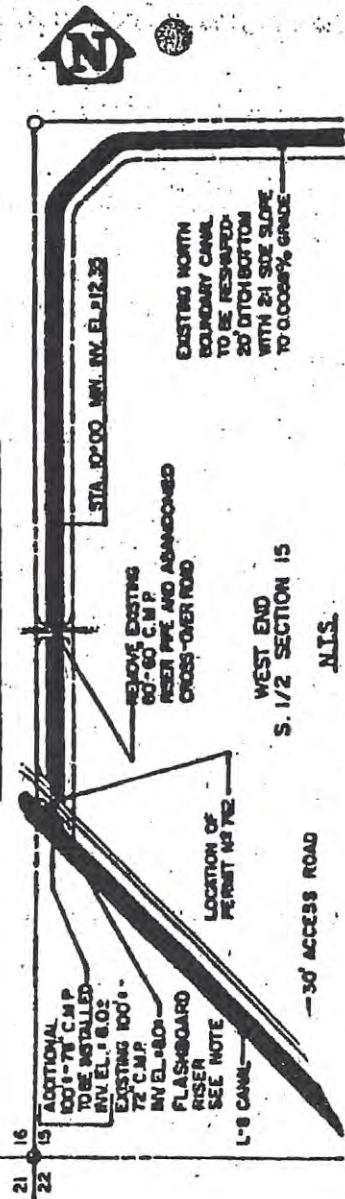
11/82

FIGURE 3C



1" = 25'

# M-1 OUTFALL TO L-8 CANAL



NOTE:

THE EXISTING 72" CMP HAS A FLASHBOARD RISER ON NORTH END. THE NEW 78" CMP WILL ALSO HAVE A FLASHBOARD RISER ON NORTH END OF PIPE. CONTROL EL. 14.0'

## SECTION W-W

(SEE FIGURE 3A)  
HORIZONTAL SCALE: 1" = 30'

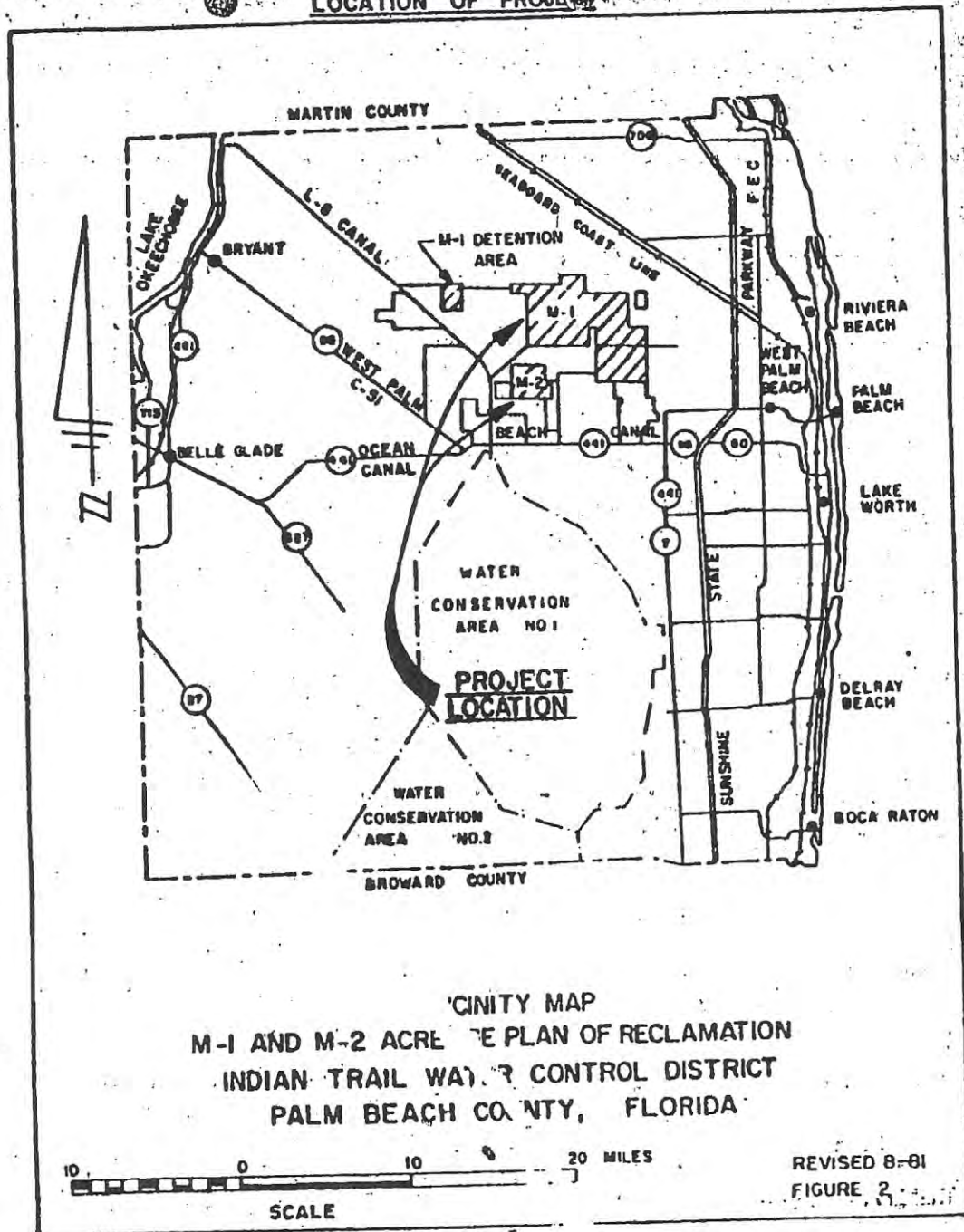
ALL ELEVATIONS NGVD

11/82

FIGURE 3B







UNITY MAP  
M-1 AND M-2 ACREAGE PLAN OF RECLAMATION  
INDIAN TRAIL WATER CONTROL DISTRICT  
PALM BEACH COUNTY, FLORIDA

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when received.

83929 P1878

53929 P-1078

TWP 42S  
RGE 31E

4 N

CANAL EXTENSION

Opinionland

152 M-1

504 Field

21  
22  
23  
24

ORIGINAL DETENTION AREA  
REVISED DETENTION AREA  
EXISTING DRAINAGE CANAL

M-1 DETENTION AREA

FRONT  
U.S.G.S. MAP  
WEST PALM BEACH 2.5W

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of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

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

1. Project Title (Project): **Indian Trail Improvement District M-0 Canal Structure** Agreement Number: **23FRP45**

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

Grantee Name: **Indian Trail Improvement District** Entity Type: **Local Government**

Grantee Address: **13476 61st Street North, West Palm Beach, Florida 33412** FEID: **59-1813926** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**

4. Project Number: **23FRP45** Project Location(s): **Palm Beach County**  
(If different from Agreement Number)

Project Description: **The project will conduct construction to install a gated overflow weir where the M-0 Canal outfall discharges into the South Florida Water Management District L-8 Canal.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 397,110.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>197-H 23</b>	<b>\$ 397,110.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		<b>\$ 397,110.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$ 794,220.00</b>

6. Department's Grant Manager Name: <b>Hanna Tillotson</b> or successor Address: <b>Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399</b> Phone: <b>850-245-7540</b> Email: <b>Hanna.Tillotson@FloridaDEP.gov</b>	Grantee's Grant Manager Name: <b>Scarlet Cantley</b> or successor Address: <b>Indian Trail Improvement District 13476 61st Street North West Palm Beach, Florida 33412</b> Phone: <b>561-793-0874</b> Email: <b>grants@indiantrail.com</b>
--	---

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

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification</b>

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Federal Award Date to Department:	2/6/2023
Total Federal Funds Obligated by this Agreement:	\$397,110
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Indian Trail Improvement District

GRANTEE

By   
Michael Johnson (Sep 21, 2023 16:55 ID:1)  
 (Authorized Signature)

September 20, 2023

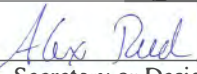
Date Signed

Michael Johnson, President of the Board of Supervisors

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By   
 Secretary or Designee

10/23/2023

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.



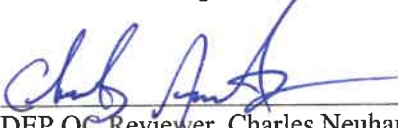
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ORCP Additional Signatures

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DEP Grant Manager, Hanna Tillotson



DEP QC Reviewer, Charles Neuhauser

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Grantee may add additional signatures below, if needed.

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

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

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

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

**3. Agreement Duration.**

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

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

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

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

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

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

#### **10. Status Reports.**

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

#### **11. Retainage.**

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

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



- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

### **13. Termination.**

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

### **14. Notice of Default.**

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

### **15. Events of Default.**

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

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

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

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

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

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

#### **20. Remedies.**

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

#### **21. Waiver.**

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

#### **22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

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

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

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

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

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

**25. Investing in America**

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

- a. **Signage Requirements**
  - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

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

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

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

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

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



- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

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

### **31. Independent Contractor.**

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

### **32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

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

### **34. Survival.**

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

### **35. Third Parties.**

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

### **36. Severability.**

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

### **37. Grantee's Employees, Subcontractors and Agents.**

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

### **38. Assignment.**

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

### **39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 23FRP46**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Indian Trail Improvement District M-0 Canal Structure. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

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

**4. Cost Eligible for Reimbursement or Matching Requirements.**

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$397,110 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

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

b. **Commercial Automobile Insurance.**

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

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

c. **Workers' Compensation and Employer's Liability Coverage.**

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

d. **Other Insurance.** None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

## **11. Subcontracting.**

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

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

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

## **14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section



908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 23FRP45**

**ATTACHMENT 3**

**PROJECT TITLE:** Indian Trail Improvement District M-0 Canal Structure

**PROJECT LOCATION:** The Project is located in an unincorporated area within Palm Beach County, Florida.

**PROJECT DESCRIPTION:**

The Indian Trail Improvement District (Grantee) will implement the Indian Trail Improvement District M-0 Canal Structure (Project) to install a gated overflow weir where the M-0 Canal outfall discharges into the South Florida Water Management District L-8 Canal. This project consists of construction activities only.

**TASKS AND DELIVERABLES:**

**Task 1 - Sea Level Impact Projection (SLIP) Study Report**

**Description:** The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website ([Florida SLIP Tool](#)) for more information.

**Deliverables:** The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

**Task 2 – Construction**

**Description:** The Grantee will construct a control structure at the location in which the the outfall of the Indian Trail Improvement District M-0 Canal discharges into the South Florida Water Management District L-8 Canal; the proposed structure, consisting of a gated overflow weir, will be installed in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and

- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Sea Level Impact Projection (SLIP) study report	No-Cost Deliverable	\$0	\$0	\$0	Upon Execution	30 days before commencing construction
2	Construction	Contractual Services	\$397,110	\$397,110	\$794,220	Upon Execution	6/30/2026
Total:			<b>\$397,110</b>	<b>\$397,110</b>	<b>\$794,220</b>		

**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](mailto: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>.

**Attachment 5**

## 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](mailto: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](mailto: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.

**Attachment 5**

3 of 6

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*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$397,110.00	197-H23
<b>Federal Program B</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:*

<b>Federal Program A</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.	
<b>Federal Program B</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 <u>Matching</u> 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 <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$397,110.00	
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*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](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.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

## **ATTACHMENT 8**

### **Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### **2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

##### **1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

##### **2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

##### **3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## **ADMINISTRATIVE**

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

## **Attachment 8**



- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

## **DEPARTMENT OF TREASURY-SPECIFIC**

### **1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

## **SLFRF-SPECIFIC**

### **1. Period of Performance**

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

### **2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

## **SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

## **SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

### **1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

### **2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
  - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
  - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
  - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

### **SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 23FRP45**

**INDIAN TRAIL IMPROVEMENT DISTRICT M-0 CANAL STRUCTURE**

**Indian Trail Improvement District**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.



## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 23FRP45**

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**Owner/Submitter's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** (      ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Photo/video/audio/artwork/recording  
file name(s):** \_\_\_\_\_

**Location of photo/video/audio  
recording/artwork:** \_\_\_\_\_

**Name of person accepting Work submission** \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 23FRP45

Project Title: Indian Trail Improvement District M-0 Canal Structure

Grantee: Indian Trail Improvement District

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Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

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By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

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Grantee's Grant Manager Signature

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Print Name

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Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

\_\_\_\_\_ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: