



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA - **REVISED**

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, AUGUST 14, 2025
7:00 PM

Deborah Searcy
Mayor

Lisa Interlandi
Vice Mayor

Kristin Garrison
President Pro Tem

Susan Bickel
Councilmember

Orlando Puyol
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

APPROVAL OF MINUTES

1. Minutes of the Regular Session held July 24, 2025

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

2. **2025 LEGISLATIVE SESSION UPDATE - FL House Representative Mike Caruso - District 87**

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

3. **MOTION** to grant a merit increase of 4.4% to the Village Clerk based upon the averaged score of the performance evaluations and directing the Village to process same.
4. **RESOLUTION** declaring one 2015 Mack Front Load Refuse Truck as surplus property and authorizing its disposal.
5. Receive for file Minutes of the General Employees Pension Board meeting held 5/6/25.
6. Receive for file Minutes of the Waterways Board meeting held 5/27/25.
7. Receive for file Minutes of the Library Advisory Board meeting held 5/27/25.
8. Receive for file Minutes of the Planning, Zoning, and Adjustment Board meeting held 7/1/25.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

9. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-12 – CODE AMENDMENT – TREE PRESERVATION** Consider a motion to adopt and enact on second reading Ordinance 2025-12 amending Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances by adopting a new Article IX, "Tree Preservation."
10. **1ST READING OF ORDINANCE 2025-13 – CODE AMENDMENT – BOARDS AND COMMITTEES ROTATION OF CHAIR** Consider a motion to adopt on first reading Ordinance 2025-13 amending Article I, "In General," of Chapter 2, "Administration," of the Village Code of Ordinances by amending section 2-1 "Board and Committees," to modify the procedure for the appointment of Chairpersons.

OTHER VILLAGE BUSINESS MATTERS

11. **RESOLUTION – APPLICATION FEE AND TREE TRUST FUND CONTRIBUTIONS** Consider a motion to adopt a resolution establishing the Application Fee and Tree Trust Fund Contributions for the implementation of the Tree Preservation Ordinance.
12. **RESOLUTION – SELF CONTAINED BREATHING APPARATUSES PURCHASE** Consider a motion to adopt a resolution approving and authorizing the sole source purchase of thirty (30) MSA G1 Self-Contained Breathing Apparatuses for use by the Village Fire Rescue Department from Ten-8 Fire Equipment, Inc. at a total cost of \$662,816.99; authorizing the surplus of twenty-six (26) MSA Firehawk Self-Contained Breathing Apparatuses; and authorizing the Village Manager to take all steps necessary to effectuate the purchase.
13. **RESOLUTION – RIVERSIDE ROAD AND EASTWIND DRIVE PAVING AND DRAINAGE IMPROVEMENTS** Consider a motion to adopt a resolution approving a bid proposal from Boulder Construction, LLC for paving and drainage improvements on Riverside Road and Eastwind Drive at a total cost not to exceed \$203,044.60; and authorizing execution of the Contract.
14. **RESOLUTION – THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT** Consider a motion to adopt a resolution approving a Third Amendment to the Legal Services Agreement with Torcivia, Donlon, Goddeau & Rubin, P.A. to increase the hourly rate; and authorizing execution of the Third Amendment.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.



***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 24, 2025**

Present: Deborah Searcy, Mayor
Kristin Garrison, President Pro Tem
Susan Bickel, Councilmember
Orlando Puyol, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

Absent: Lisa Interlandi, Vice Mayor

ROLL CALL

Mayor Searcy called the meeting to order at 6:00 p.m. All members of Council were present except for Vice Mayor Interlandi who was out of town. All members of staff were present.

PLEDGE OF ALLEGIANCE

President Pro Tem Garrison led the public in the Pledge.

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

Mayor Searcy announced the removal of Item #12 – Presentation EAR based Comprehensive Plan Amendments stating that it was postponed to the August 14th Council Meeting, and that Item #15 – Discussion – Budget Workshop dates and times will be discussed under Item #11 – Resolution – FY 2025-2026 Tentative Millage Rate.

APPROVAL OF MINUTES

The Minutes of the Special Session held June 26, 2025, the Minutes of the Regular Session held June 26, 2025 and the Minutes of the Regular Session held July 10, 2025 were approved as written.

STATEMENTS FROM THE PUBLIC

Chris Ryder, 118 Dory Rd. S, expressed his concerns regarding the Country Club budget and enterprise fund, and the recent adoption of a Public Participation and Rules procedure.

John Samadi, 512 Marlin Rd., expressed his concerns regarding the recent adoption of a Public Participation and Rules procedure.

STATEMENTS FROM THE PUBLIC *continued*

Robert Baricevich, 704 Jacana Way, expressed his concerns regarding the condition and appearance of 635 Westwind Drive.

Councilmember Puyol addressed the concerns regarding 635 Westwind Drive stating that there was a due process that takes time to remedy the situation.

Councilmember Puyol addressed the concerns regarding the Country Club Wash Plant stating that it was a necessity in order to protect the environment.

CONSENT AGENDA APPROVED

Councilmember Puyol moved to approve the Consent Agenda. Councilmember Bickel seconded the motion, which passed with all present voting aye. The following items were approved:

Resolution approving a Fourth Amendment to the Interlocal Agreement to establish the Municipal Public Safety Communications Consortium of Palm Beach County and authorizing execution of the Fourth Amendment.

Resolutions – approving three (3) separate Resolutions required by Huntington National Bank for the Lease of 80 GPS Equipped Lithium Golf Carts, a Utility Hauler, a Shuttle, and a Beverage Cart for the North Palm Beach Country Club.

Receive for file Minutes of the Recreation Advisory Board meetings held 5/13/25 and 6/10/25.

Receive for file Minutes of the Audit Committee meeting held 5/14/25.

Receive for file Minutes of the Business Advisory Board meeting held 5/20/25.

Receive for file Minutes of the Environmental Committee meeting held 6/2/25.

ORDINANCE 2025-12 - CODE AMENDMENT – TREE PRESERVATION

A motion was made by Councilmember Bickel and seconded by Councilmember Puyol to adopt on first reading Ordinance 2025-12 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), “ZONING,” OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE IX, “TREE PRESERVATION;” PROVIDING FOR THE PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR PERMIT REQUIREMENTS, ISSUANCE, FEES, AND EXEMPTIONS; PROVIDING FOR PRESERVATION AND MITIGATION REQUIREMENTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A TREE TRUST FUND; PROVIDING FOR APPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to amend the Village Code related to tree preservation and provide for a tree removal permit process. The proposed Ordinance would amend the Village’s Zoning Code and would seek to protect identified native trees and swale trees throughout the Village. The proposed ordinance would require a tree removal permit for protected trees defined as native trees of type and size identified in Section 45-103 and swale trees.

ORDINANCE 2025-12 - CODE AMENDMENT – TREE PRESERVATION *continued*

Mr. Rubin reviewed and explained the provisions and requirements in the proposed ordinance. Mr. Rubin explained that based on concerns from Council, the term “fruit tree” was defined as “a tree that provides fruit for human consumption” and a new Section 45-113, “Appeals,” was added to provide that any person who has been adversely affected by any decision rendered or requirement imposed by the Village in the enforcement and administration of this article shall utilize the administrative appeal provisions of Section 45-52.” Section 45-52 already establishes the process and procedure by which the Planning, Zoning and Adjustment board hears appeals of administrative decisions.

Chris Ryder, 118 Dory Road S., expressed his concerns regarding the proposed tree preservation ordinance and asked that Council not adopt the ordinance.

Mary Phillips, 525 Ebbtide Drive, thanked Council, Mr. Rubin and Mr. Huff for bringing forward a proposed ordinance for tree preservation and expressed her support for adopting the ordinance on first reading.

Councilmember Puyol clarified the reasons for the proposed tree preservation ordinance and gave examples and instances where trees should be protected and not removed.

Discussion ensued between Councilmembers regarding the proposed tree preservation ordinance.

Mayor Searcy asked that the tree removal permit process be made a fairly quick and easy process as well as inexpensive.

Mr. Rubin stated that the permit process would be addressed at the second reading of the ordinance with a resolution establishing the permitting fees.

Discussion ensued between Councilmembers regarding how to obtain an arborist.

Thereafter, the motion to adopt on first reading Ordinance 2025-12 passed with all present voting aye.

RESOLUTION 2025-33 ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2025-2026 AND SETTING THE 1ST PUBLIC HEARING

A motion was made by Councilmember Puyol and seconded by Councilmember Bickel to adopt Resolution 2025-33 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.4000 MILS FOR FISCAL YEAR 2026; ESTABLISHING A DATE, TIME, AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff began a presentation on the Manager’s Proposed Budget for Fiscal Year 2026. Mr. Huff reviewed the agenda related to the presentation. Mr. Huff then passed the presentation to Deputy Village Manager Samia Janjua.

RESOLUTION 2025-33 ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2025-2026 AND SETTING THE 1ST PUBLIC HEARING *continued*

Mrs. Janjua discussed and explained Fund Accounting which included Enterprise Funds and the General Fund, Budget Categories which included Personnel, Transfers, Operating, Capital Outlay, Debt Service and Contingency. Mrs. Janjua reviewed how the Village's taxable value increase compared to other municipalities within Palm Beach County and stated that the Village has one of the lowest taxable value increases. Mrs. Janjua reviewed and explained the Fiscal Year 2026 Budget Highlights stating that the proposed budget was based on maintaining the current millage rate of 7.04 mils.

Mrs. Janjua continued by reviewing a Budget Summary of all funds, Personnel Cost Assumptions, General Fund Revenues and Expenses. Proposed Total Budget Revenues were \$39,994,910 and Proposed Total Expenditures were \$39,994,910. Mrs. Janjua reviewed the General Fund Expenses by Category. Mrs. Janjua began explaining and reviewing the Country Club Revenues and Expenses stating that the total proposed budget of the Country Club was \$9,290,945. Total Budget Revenues would be \$9,290,945 and Total Budget Expenses would be \$9,290,945.

Mrs. Janjua reviewed and discussed the history and budget of the Stormwater Utility Fund, reviewed the Capital Improvement Plan stating the total five (5) year CIP for FY 2026 was \$44,617,438 and reviewed the CIP Projects. Mrs. Janjua reviewed and explained a Municipal Services Comparison indicating Base Millages for various municipalities and what services they provide for their millage rates.

Discussion ensued between Councilmembers regarding the Municipal Services Comparison indicating Base Millages for various municipalities and what services they provide for their millage rates.

Mrs. Janjua reviewed the FY 2025 Millage Selection Options stating the Manager's Proposed rate was \$7.4000 mils which would require a 2/3 vote. The proposed millage rate was the same as the Village's current millage rate.

Chris Ryder, 118 Dory Rd. S., expressed his concerns regarding the Village's proposed millage rate.

John Samadi, 512 Marlin Road, expressed his concerns regarding the Village's proposed millage rate.

Councilmember Bickel clarified that Council was setting a maximum millage rate as required by law and that the millage rate can be lowered at a subsequent meeting.

Discussion ensued between Councilmembers, Mr. Rubin and Mr. Huff regarding the proposed millage rate and the possibility of a legislative bill being passed to eliminate property taxes, and what the Village would need to do if the legislative bill passed.

Thereafter, the motion to adopt Resolution 2025-33 passed 3 to 1 with Mayor Searcy, President Pro Tem Garrison, Councilmember Bickel voting aye and Councilmember Puyol voting nay.

Mr. Huff discussed the Fiscal Year 2026 Budget Workshop schedule stating that the plan was to have Council Budget Workshops begin at 4 p.m. on August 14th and August 28th and for the Regular Council meetings to begin at 7 p.m. on both meeting dates.

RESOLUTION 2025-33 ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2025-2026 AND SETTING THE 1ST PUBLIC HEARING *continued*

Discussion ensued between Councilmembers regarding the Budget Workshop schedule.

Council came to consensus to have Council Budget Workshops begin at 4 p.m. on August 14th and August 28th and for the Regular Council meetings to begin at 7 p.m. on both meeting dates.

Lighthouse Drive Bridge Design

Public Works Director Chad Girard began a presentation on the Lighthouse Drive Bridge Replacement Design. Mr. Girard reviewed, discussed and explained the Project Schedule, Bridge Definitions, Bridge Concepts, Bridge Cross-Section Public Voting Results and Online Questions, Bridge Cross-Section Public Comments, Lighthouse Drive Bridge – Driver Behavior, Bridge Cross-Section Options A & B, Barrier End Termination, Lighthouse Drive Bridge – Profile Requirements, Roadway Profile and Railing Options, Driveway Tie-In Options A & B, FDOT Funding and Sea Level Rise Predictions.

Mr. Girard indicated that a total of 160 votes were cast by the public for the survey that asked which design option was preferred with regards to a bike lane and a sidewalk barrier on the bridge. The design options were a seven (7) foot bike lane with no sidewalk barrier, a seven (7) foot bike lane with a sidewalk barrier, no bike lane and no sidewalk barrier or a four (4) foot bike lane with a sidewalk barrier. Four percent (4%) of residents voted for a seven (7) foot bike lane and no sidewalk barrier, Twenty-eight percent (28%) of residents voted for a seven (7) foot bike lane and a sidewalk barrier, Thirty-six percent (36%) of residents voted for no bike lane and no sidewalk barrier and four percent (4%) of residents voted for a four (4) foot bike lane and a sidewalk barrier.

Discussion ensued between Mr. Girard and Councilmembers regarding whether to have a bike lane and/or a sidewalk barrier and at what widths they should be.

Deborah Cross, 2560 Pepperwood Circle S., expressed her concerns about safety for bikers crossing over the bridge on a bike lane. Mrs. Cross recommended no bike lane and just having a sidewalk for bikers.

Chris Ryder, 118 Dory Rd. S., stated that bikers that are confident to stay on the road will stay on the road and those who are not will stay on the sidewalk. Mr. Ryder agreed with adding 1.5 feet of width to the shoulder of the bridge which would add a total of three (3) feet of the width to the entire bridge.

Mary Phillips, 525 Ebbtide Rd., agreed with Mr. Ryder's suggestion regarding the shoulder and bridge widths.

Discussion continued between Councilmembers regarding whether to have a bike lane and/or a sidewalk barrier and at what widths they should be.

Mr. Girard stated in order to move forward Council would need to agree to a maximum shoulder width and in the future it could be narrowed but not be widened.

Council came to consensus to have eleven (11) foot bike lanes, six (6) foot sidewalks and a maximum shoulder width of four (4) feet on the Lighthouse Bridge.

MAYOR AND COUNCIL MATTERS/REPORTS

Workshop - Advisory Boards and Committees' Chair Rotation

Mr. Huff explained that at the last Council meeting, members of the Environmental Committee made a request to keep Karen Marcus as their Chairperson and to not rotate the chair per the requirements of the Village code. The request caused other board and committee members to ask if a waiver or variance could be added to the code in case a board or committee did not want to rotate their chairperson on any given year. Mr. Huff indicated that it would require an ordinance amending the code in order to include a waiver.

Discussion ensued between Councilmembers regarding the intention of the requirement of the yearly rotation of the chairperson on boards and committees.

Discussion continued regarding proposed changes to the chair rotation requirement.

Pat Friedman, 1208 Marine Way, expressed her support for boards and committees who do not want to rotate their chairperson.

Discussion continued between Mr. Rubin and Councilmembers regarding what proposed changes to make to the chair rotation requirement in the Village code.

Mary Phillips, 525 Ebbitide Drive, expressed her support for boards and committees who do not want to rotate their chairperson and to change the code to include a waiver.

Donald Solodar, 100 Lakeshore Drive, expressed his support for revising the code to include a waiver for boards and committees' chair rotation.

Discussion between Councilmembers continued regarding different options for revising the code regarding the yearly chair rotation for the boards and committees.

Council came to consensus to revise the Village Code to include that it is the intent of the Village Council for the chairperson to rotate on a yearly basis, however if it is the will of a board or committee to continue with the same chairperson, said board or committee may continue with the same chairperson by a majority vote.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff asked Communications Specialist Olivia Glowala to present social media statistics for the NPB PD E-Bike Safety Video. Ms. Glowala stated that at the time the Social Media Performance Report was done, there were a total of 20,371 views, 4180 reached, 221 interactions and 3 days and 7 hours of watch time on Facebook and 36,895 views, 28,910 reached, 2792 interactions and 7 days and 4 hours of watch time on Instagram.

MAYOR AND COUNCIL MATTERS/REPORTS

Mr. Puyol discussed safety concerns at Village Hall and recommended changes to the way customers have access to Village Hall offices.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mr. Huff stated that he and staff were looking into solutions for addressing safety concerns at Village Hall.

Mr. Puyol presented a picture of a baby sea turtle explaining that he took the picture while he was out fishing.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:17 p.m.

Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Jessica Green, Village Clerk
DATE: August 14, 2025
SUBJECT: **MOTION – Approval of merit increase for the Village Clerk**

Each year, all Village employees are evaluated on their performance during the previous twelve months and typically receive either merit increases based upon a final numeric score or step-plan increases in accordance with collective bargaining agreements. Those performance evaluations are completed by the respective first line supervisors and in conjunction with the respective employee's anniversary (hire) date or date of promotion, whichever is applicable.

Likewise, the Village Clerk is evaluated by all five members of the Village Council. The numeric scores of those five performance evaluations are then averaged and a final score established. That score is then converted to a percentage score, which determines the increase in salary.

The evaluation form consists of nine categories with numerical ratings from zero (below standards) to three (exceptional), as well as a rating of not applicable. This year, out of a possible high score of 135, the Clerk received a score of 117, which equates to an average score of 23.40, or an average percentage score of 87%. As shown on the attached merit calculation form, the Clerk's merit increase is calculated at 4.4% (87% of 5). The effective date of the merit increase is retroactive to August 8, 2025.

Article IV, section 8(c) of the Village Charter provides that "the compensation of the clerk shall be fixed by the council."

The attached merit calculation form has been reviewed by the Human Resources Department.

Recommendation:

Village Administration requests Council consideration and approval of a motion granting a merit increase of 4.4% to the Village Clerk based on the average score of each Councilmember's performance evaluation and directing Village Administration to process same.

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Keith Davis, Fleet Manager
DATE: August 14, 2025
SUBJECT: **RESOLUTION – Approving the surplus of one (1) 2015 Mack Front Load Refuse Truck.**

Village Staff is seeking Council consideration and adoption of a Resolution approving the surplus of one (1) 2015 Mack Front Load Refuse Collection Truck.

Background:

Based on its continued assessment of the commercial operations and the quantity/quality of service, Village Staff determined that vehicle 380, a 2015 Mack front load refuse vehicle, should be surplus as it has numerous costly repairs in order to put it on the road. Staff initially was going to surplus vehicle 379, another 2015 Mack front loader, when the Village ordered the replacement vehicle in 2024, but after further inspection of both trucks, Staff determined that it will be more cost efficient to keep vehicle 379.

Surplus:

Village Staff is recommending the surplus of vehicle 380 the 2015 Mack front load refuse collection vehicle. The surplus vehicles will be auctioned for sale.

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and adoption of the attached Resolution approving the surplus of one 2015 Mack Front Load Refuse Vehicle and authorizing its disposal in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DECLARING ONE 2015 MACK FRONT LOAD REFUSE TRUCK AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is recommending the surplus of one (1) 2015 Mack front load refuse vehicle due to numerous and costly repairs; and

WHEREAS, the Village Council has the authority to dispose of surplus items of personal property in any manner so long as it acts in good faith and in the best interests of the Village; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby declares Vehicle 380, a 2015 Mack front load refuse truck, as surplus personal property and authorizes its disposal in accordance with Village policies and procedures.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



VILLAGE OF NORTH PALM BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

MINUTES: MAY 6, 2025

1. Myrna Williams called North Palm Beach General Pension of the Board to order at 9:05 AM and called roll. Those persons present included:

TRUSTEES

Alan Kral, Trustee- attended by phone
Myrna Williams, Secretary
Francine Mantyh, Trustee
Mark Albers, Trustee

OTHERS

Amanda Kish, Administrator (Resource Centers)
Blake Myton, Investment Consultant (SunTrust)
Bonni Jensen, Attorney (Klausner Kaufman Jensen & Levinson)
Dina Lerner, Actuary (GRS)

2. REPORTS

Actuary: GRS (Dina Lerner):

Mrs. Lerner presented the 2024 Valuation Report to the Board for consideration. She reviewed the employer contribution for 2026, noting a slight increase.

The plan experienced a net actuarial loss due to Higher-than-expected cost-of-living increases, more retirements than expected and Higher-than-expected salary increases

This unfavorable experience was partially offset by strong investment performance. The plan's return of 7.4% exceeded the expected rate of 6.25%. As a result, the employer contribution increased by \$9,000, and the plan's funded ratio stands at 93.9%. Mrs. Lerner stated the plan is in a good financial position.

Motion: Francine Mantyh made a motion to approve the 2024 Valuation Report. The motion was seconded by Mark Albers and approved unanimously by the Trustees (4-0).

Investment Consultant: Sterling (Blake Myton)

Mr. Myton reviewed the market environment and portfolio performance for the quarter ending March 31, 2025. He discussed the impact of tariffs on the markets. Total plan assets stood at \$19,849,944.77 as of March 31st.

He provided an overview of growth versus value performance. The return for the quarter was 0.24% compared to the benchmark return of -0.06%. The fiscal year return was -1.08% versus the benchmark of -1.56%.

Mr. Myton continued his report by reviewing individual managers.

Motion: Francine Mantyh made a motion to approve the quarterly investment report. The motion received a second from Myrna Williams and was approved by the Trustees 4-0.

Mr. Myton informed the Board that the investment return assumption remains reasonable.

Motion: Francine Mantyh made a motion to approve the investment return assumption for the short term, midterm, and thereafter. The motion received a second from Mark Albers and was approved by the Trustees 4-0.

Note: Mr. Kral left the meeting via phone at this point.

ATTORNEY REPORT

Mrs. Jensen informed the Board that they need to complete the form 1 by June 1st.

ADMINISTRATOR

Mrs. Kish informed the Board that an election notice was sent to the city, but no nominations were received. The Board held a discussion regarding the election.

3. PLAN FINANCIALS

The Board reviewed the Warrant dated May 6, 2025.

Motion: Trustee Mark Albers moved to approve the Warrant dated May 6, 2025. The motion received a second from Myrna Williams and was approved by the Trustees 3-0.

The Board also reviewed the minutes from February 6, 2025. A discussion was held regarding a member being recorded as present who was not in attendance, and a motion in the minutes that needed clarification.

Mrs. Kish stated that the minutes would be tabled and presented again at the August 5th meeting.

4. OTHER BUSINESS

5. PUBLIC COMMENTS

No members of the public had any comment

6. ADJOURNMENT

There being no further business and the Board having previously scheduled the next regular meeting for Tuesday, August 5, 2023 @ 8:30 AM, Mark Albers made a motion to adjourn the meeting at 10:45 AM. The motion received a second from Myrna Williams, approved by the Trustees 3-0.

Respectfully submitted,

Myrna Williams, Secretary



**Village of North Palm Beach
Waterways Advisory Board
Meeting Minutes
Tuesday, May 27, 2025, at 5:30 PM
Village Hall Council Chambers**

1. Roll Call

BOARD MEMBERS PRESENT:

Mark Michels, MD., Chair

Marty Domenech, Secretary

George Alger, Member

Edward Crawford, Member

BOARD MEMBERS ABSENT:

Diane Winbrow, Vice Chair

Bruce Crawford, Member

Dave Terrana, Member

VILLAGE STAFF:

Robyn Lehoux, Executive Assistant to Building Director Councilmember,

Lisa Interlandi

Scott Freseman, Fire Chief

2. Deletions, Additions or Modifications to the Agenda:

NONE

3. Public Comment for Non-Agenda Items: NONE

4. Approval of Minutes:

*Member Domenech motions to approve both March 25th and April 22nd,
Member Algar seconds. 4-0 approves.*

5. Declaration of Ex-parte Communications: NONE

6. Quasi-judicial Matters / Public Hearing

a. Public Hearing

i. New Business

1. Election of new members to be moved towards end of meeting.

2. Fuel Tank capacities discussion on citizens' concerns of large and small vessels docked behind residences and whether the Village has the resources to extinguish an extreme fire behind residential homes that are on the waterways and/or at marinas. Larger vessels have amenities on board like suppressors and other safety features. Fuel type and the level of fuel (amount of fuel vapor) in the tank are concerns of how the size of the fire could grow. In addition to the Village's resources, the Village relies on external resources and automatic aid from neighboring municipalities and agencies for assistance with extinguishing fires, as do they rely on the Village.

Board Members are inquiring if residents should have regulations to have fire extinguishers on dock, if the Village needs to acquire equipment to be better equipped to manage large fires on the water, what could residents have on hand to remediate any gas spills in the water and if there should be regulation on refueling trucks that visit residences.

Board Members to confer with the Environmental Committee to review cleanup efforts and long-term effects on fuel spillages in the waterways.

3. Boater Freedom Act: Board members reviewed the items' definition and discussed that there may be grants available to build docks, marinas and parking facilities in addition to a 10% discount for participating in a clean marina initiative.

Chair Michels motions to create a resolution which Member Domenech seconds. This resolution should bring awareness for increased funding for waterway accesses including boat ramps, infrastructure and parking improvements. All in favor 4-0

4. Board Reorganization: *All in favor 4-0*

*New Chair: Marty Domenech
Vice Chair: George Algar*

ii. Old Business

1. Waterway Board member Ed Crawford regularly attends Environmental board meetings and Board member Algar attends Recreational meetings.
2. The Waterways board is proposing a request for the Village to purchase a device that maps the depth contours of the Village's waterways. The device can be installed in the Village's Police or Code Compliance vessel. This device would gauge areas that may require dredging, expose shoaling areas and create a navigable map that can be shared with waterway travelers.

The amount of data storage required would need to be determined to ensure the Village can map various times of months, years and be able to overlay that data.

3. Marine Code Officer is awaiting certifications.

7. Commission Member Comments: NONE

8. Staff Updates: NONE

9. Adjournment: 6:44 PM

All members of the public are invited to appear at the public hearing, which may be continued from time to time, and be heard with respect to this matter.

If a person decides to appeal any decision made with respect to any matter considered at the subject meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's Office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Planning Zoning and Adjustment Board. Due to the nature of governmental duties and responsibilities, the Planning Zoning and Adjustment Board reserves the right to make additions to, or deletions from, the items contained in this agenda.

VILLAGE OF NORTH PALM BEACH LIBRARY ADVISORY BOARD MEETING MINUTES

DATE: May 27th, 2025

CALL TO ORDER

Chair Christine DelGuzzi called the meeting to order at 7:11 pm.

ROLL CALL

Christine DelGuzzi, Chair
Bonnie Jenkins, Member
Brigid Misselhorn, Member
Brad Avakian, Secretary
Julie Morrell, Library Director

Carolyn Kost, Member – Absent
Tina Chippas, Member - Absent
Stephanie DiGangi, Vice-Chair – Absent

APPROVAL OF MINUTES

Motion to approve April minutes seconded and passed unanimously.

DIRECTOR'S REPORT

Library Director Julie Morrell reported the following:

Facilities

- Doors fixed, plumbing issue resolved.
- Lobby planter should be done in the next couple weeks, pipes and liner in.
- Children's carpet replacement could be done by the end of July, will have extra padding; meeting room carpet replacement is next on the list.

Children's Programming

- Weekly Storytimes are at capacity with 70-100 for toddler storytimes; considering adding a music class to give alternatives.
- Summer Reading Program kick off June 7th with glow in the dark party; Library partnering with Jupiter Donuts, children who meet their reading goals will earn a special edition donut.
- Jurassic Parts, Reptile Show, and other visiting presenters will return this summer after being well attended and successful last summer.

NEW BUSINESS:

Chair DelGuzzi stepped down as her term has ended. Motion to approve Bonnie Jenkins as new Chair with Stephanie DiGangi remaining as Vice-Chair and Brad Avakian remaining as Secretary seconded and passed unanimously.

OLD BUSINESS: None.

MEMBER COMMENTS:

Discussion of status of State funding for InterLibrary Loan system, which is still in place as of the meeting time.

Library Advisory Board Meeting Minutes – May 27th, 2025

Members discussed honoring Phyllis Wissner for her years of service as a Member of the Library Advisory Board.

PUBLIC COMMENTS: None.

STAFF COMMENTS: None.

ADJOURNMENT:

Motion to adjourn meeting seconded and passed unanimously. Meeting adjourned at 7:25 pm.

Respectfully submitted by Brad Avakian.



**Village of North Palm Beach
Planning, Zoning and Adjustment Board
MINUTES
Tuesday, July 1, 2025, at 6:30 pm
Village Hall Council Chambers**

CALL TO ORDER

Chair Solodar called the meeting to order at 6:30 PM.

Roll Call

BOARD MEMBERS PRESENT:

Donald Solodar, Chair
Jonathan Haigh, Vice-Chair
Thomas Hogarth, Member
Cory Cross, Member
Claudia Visconti, Member
Scott Hicks, Member

BOARD MEMBER(S) ABSENT:

Mark Michels, Member

VILLAGE STAFF:

Building Director Valentino Perez,
Attorney, Len Rubin,
Mayor Deborah Searcy
Planning Consultant: Lance Lilly

II. Deletions, Additions or Modifications to the Agenda:

III. Public Comment (Non-Agenda Items): NONE

IV. Approval of Minutes

June 3, 2025: Member Cross motions to approve, Member Hogarth seconds. 6-0

V. Declaration of Ex-Parte Communications: NONE

VI. Quasi-Judicial Matters / Public Hearings

The Village Attorney swore all persons speaking.

A. Site Plan & Appearance Reviews

1. 661 US Highway 1 – Austin Republic

Mr. Lilly provided a staff presentation to give additional context regarding the proposed site plan and appearance request. James Strine, a representative from Austin Republic, addressed the Board and explained further details of the project. Member Visconti questioned the proposed and existing paint colors of the building. Mr. Strine clarified that the building would be repainted to match the existing color.

Member Hogarth noted that the provided architectural plans did not reflect the proposed aesthetic improvements to the building, such as modifications to the columns. Member Visconti asked whether the

landscaping on the property would remain unchanged or be improved. Mr. Strine explained that the property owner had already begun updating the landscaping with mulch.

Vice Chair Haigh suggested that the Applicant consider planting additional landscaping in areas with gaps, such as where trees and shrubbery are missing. Mr. John Webb, also from Austin Republic, stated that the property had been mulched, the irrigation system had been updated, and that the team is willing to take the necessary steps to open the restaurant.

Mr. Cross raised concerns about the garage doors and whether they comply with applicable safety standards for energy efficiency and weather resistance. Mr. Webb confirmed that the doors meet all applicable safety regulations, including energy and hurricane ratings.

Mr. Cross also inquired about the duration of non-conforming signage and the regulations related to sign size. Attorney Rubin explained that the Village could amend its code provisions regarding non-conforming signs; however, as the code currently stands, refacing of non-conforming signs is allowed.

Member Visconti reiterated the need for further landscaping improvements. Member Hogarth recommended that the Applicant return to the Board with a more detailed landscape plan, as well as refined architectural plans for the windows, columns, and other design elements.

Public Comment:

Deborah Cross, a Village resident, commented on the garage door, the building façade, and the monument square footage.

Member Hogarth questioned the square footage of the sign and the size of the logo for the Austin Republic restaurant. Mr. Lilly explained that the Applicant is not increasing the square footage or height of the existing sign. Member Hogarth referenced the code provision stating that the logo may not exceed 50% of the sign area and suggested that the sign should be revisited.

Motion: Member Hogarth motions to approve with conditions that the proposed monument sign and the installation of the garage doors (and related changes to the appearance of the dormers and windows) are not approved. The Applicant shall resubmit: a revised monument sign plan reflecting the reduced logo size with the building address incorporated; updated architectural elevations depicting the colors of the dormer windows and garage doors; accurate representations of the stacked stone facades and garage doors; and an updated landscape plan illustrating the existing and proposed site conditions. Member Visconti seconds. 5-1 approved (Member Cross opposed).

2. 630 US Highway 1 – AvoTek Capital

Mr. Lilly provided a staff presentation to offer additional context regarding the proposed site plan and appearance request. Mari Morales from Kemp Signs, explained that the original application was for a multi-tenant sign; however, staff advised that such a sign was not permissible under the Village Code. As a result, the application was revised to propose a monument sign identifying BioReset.

Member Haigh expressed concern that the proposed sign may impact the existing landscaping in the designated location and questioned whether there would be sufficient space to accommodate the required landscaping around the base of the monument.

Member Hogarth questioned the differences between the name displayed on the building and the name proposed on the monument sign. Attorney Rubin clarified that the Code allows for a sign to reflect either the building's name or that of a building occupant. Member Hogarth also commented that the design of the proposed monument sign did not appear to match the architectural character of the building.

Member Visconti questioned the reason for removing the existing BioReset wall sign and whether the monument sign could instead display the name AvoTek Capital. Andre Britt, Director of Operations at AvoTek, explained that the building owner preferred the existing wall sign be replaced with AvoTek's business name, as they are the primary tenant.

Vice Chair Haigh made a motion to approve the application with the condition that the Applicant resubmit to the Board, accompanied by supporting documentation demonstrating that the proposed monument sign can be accommodated at the proposed location and will comply with the Village's landscaping requirements and all other applicable Code provisions. Member Hogarth seconded the motion. 6-0 approved unanimously.

Commission Member Comments

Member Cross questioned the replacement of power poles along Prosperity Farms Road, specifically whether the existing wood poles would be replaced with concrete poles. Attorney Rubin stated that Staff can contact Public Works for additional information.

Public Comment:

Deborah Cross stated that if the poles are replaced with concrete, they should be designed to resemble wood.

Member Hogarth inquired about the status of the updated sign code and when it would be presented to the Council. Attorney Rubin explained that the code revisions are still in progress and will eventually be brought before the Council for review.

Staff Updates

Next Meeting: August 5, 2025

Adjournment

Meeting adjourned at **7:44 PM**

All members of the public are invited to appear at the public hearing, which may be continued from time to time, and be heard with respect to this matter.

If a person decides to appeal any decision made with respect to any matter considered at the subject meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's Office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Planning Zoning and Adjustment Board. Due to the nature of governmental duties and responsibilities, the Planning Zoning and Adjustment Board reserves the right to make additions to, or deletions from, the items contained in this agenda.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 14, 2025

SUBJECT: **ORDINANCE 2nd READING** – Ordinance Adopting Tree Preservation Requirements and Tree Removal Permits.

The Village Council requested that this office prepare a draft Tree Preservation Ordinance, including a tree removal permit process, for the Council's consideration and input. The preliminary draft provided by Vice Mayor Interlandi has been revised and placed in Ordinance form.

The proposed Ordinance amends the Village's Zoning Code and seeks to protect identified native trees and swale trees throughout the Village as follows:

- Requires a tree removal permit for protected trees. Protected trees are defined as native trees (of the type and size identified in Section 45-103) and swale trees.
- Provides for exemptions to permit requirements for: (1) trees on single-family lots posing an unacceptable risk to persons or property as set forth in Section 163.045, Florida Statutes; (2) removal of trees by the Village's Public Works Department; (3) removal of trees that have been effectively destroyed by an Act of God or external forces; (4) routine pruning and maintenance that does not result in irreversible damage; (5) removal of invasive species; (6) removal of fruit trees; and (7) removal of a dead tree.
- Provides for review (and approval, approval with conditions, or denial) of tree removal permit applications by the Building and Zoning Director or designee.
- Requires that all development proposals (land development applications and building permits) provide for tree preservation and the evaluation of all alternative strategies.
- Provides mitigation requirements for tree removal in the form of relocation or replacement. If no viable relocation or replacement options exist, a contribution can be made to the Village's tree trust fund.
- Provides for the retention of a registered landscape architect and/or a certified arborist to assist with administration of the tree preservation requirements.
- Provides for enforcement through code enforcement proceedings or any lawful means. The proposed Ordinance also provides for additional penalties such as triple the permit fee, enhanced mitigation, and the issuance of a stop work order.

- Establishes a tree trust fund and restricts the use of such funds to: purchasing and planting trees on real property within the Village; funding public educational outreach programs; funding tree giveaways to residents; and supporting urban forestry programs and tree maintenance and/or preservation throughout the Village.

At its July 10, 2025, meeting, the Council held a workshop on the proposed Ordinance and, by consensus, directed that it proceed to first reading. The Village Council further voted to enact a Zoning in Progress until final adoption. Consequently, Building and Zoning Staff will be reviewing all building permit and development order applications and advising applicants of the preservation and mitigation requirements. Furthermore, in response to concerns raised by members of the Council, this office further revised the Ordinance as follows:

1. The term “fruit tree” was defined as “a tree that provides fruit for human consumption.”
2. A new Section 45-113, “Appeals,” was added to provide that any person who has been adversely affected by any decision rendered or requirement imposed by the Village in the enforcement and administration of this article shall utilize the administrative appeal provisions of Section 45-52.” Section 45-52 already establishes the process and procedure by which the Planning, Zoning and Adjustment Board hears appeals of administrative decisions.

There is no immediate fiscal impact.

At its July 24, 2025, meeting, the Village Council adopted the Ordinance on first reading without modification by a vote of 4-0 (Vice Mayor Interlandi was absent).

As an accompanying agenda item, Staff is also proposing a Resolution adopting a fee schedule governing both the application fee and the required contribution to the tree trust fund in the event no viable relocation or replacement options exist for trees that are removed.

Recommendation:

Village Staff requests Council consideration and adoption on second and final reading of the attached Ordinance amending Appendix C (Chapter 45) of the Village Code of Ordinances to adopt a new Article IX, “Tree Protection,” in accordance with Village policies and procedures.

1 and providing shade and aesthetic value. Preserving and protecting trees,
2 particularly native trees, assists in maintaining the village's ecological balance,
3 strengthens climate resilience, and upholds the village's commitment to responsible
4 land stewardship. This article encourages preservation and requires mitigation for
5 the loss of valuable swale and native trees through relocation, replacement, and/or
6 contribution to the tree trust fund.

7
8 **Sec. 45-102. Applicability.**

9
10 (a) The provisions of this article apply to all parcels of real property
11 located within the village.

12
13 (b) Unless otherwise provided in this article, no person, firm,
14 corporation, association, or agency shall destroy, remove, or relocate a protected
15 tree from any parcel of real property, including commercial properties, without first
16 obtaining a tree permit from the village.

17
18 (c) This article is intended to complement and not conflict with other
19 village, state, and federal environmental regulations. However, in the case of such
20 conflict, the more restrictive regulations shall apply.

21
22 **Sec. 45-103. Definitions.**

23
24 For purposes of this article, the following definitions shall apply:

25
26 *Diameter at breast height (DBH)* means the measurement of a tree's trunk
27 diameter at four and one-half (4.5) feet above the ground. For multi-trunk trees,
28 DBH shall be the sum of the diameters of all trunks measured at 4.5 feet above
29 grade.

30
31 *Fruit tree* means a tree that provides fruit for human consumption.

32
33 *Native tree* means any tree or palm of the following listed species that are
34 indigenous to South Florida and meet the size thresholds as follows:

Common Name	Scientific Name	Size
Live Oak	Quercus virginiana	6" DBH
Gumbo Limbo	Bursera simaruba	6" DBH
Slash Pine	Pinus elliottii	6" DBH
Pigeon Plum	Coccoloba diversifolia	4" DBH
Paradise Tree	Simarouba glauca	4" DBH
Wild Tamarind	Lysiloma latisiliquum	4" DBH

Green Buttonwood	Conocarpus erectus	4" DBH
Dahoon Holly	Ilex cassine	3" DBH
Satinleaf	Chrysophyllum oliviforme	3" DBH
Florida Mastwood	Sideroxylon foetidissimum	4" DBH
Mahogany	Swietenia mahagoni	6" DBH
Bald Cypress	Taxodium distichum	6" DBH
Red Maple	Acer rubrum	4" DBH
Cabbage Palm	Sabal palmetto	12' of clear trunk
Thatch Palm	Thrinax radiata	8' of clear trunk
Any other tree that is indigenous to South Florida and listed in the Florida Native Plant Atlas		6" DBH

1
2 *Protected tree* means: (i) any listed native tree that meets the size criteria
3 set forth above; and (ii) any swale tree regardless of size.

4
5 *Swale tree* means any tree located within the public right-of-way adjacent to a
6 roadway, typically between the sidewalk and the paved roadway.

7
8 **Sec. 45-104. Permit requirement.**

9
10 (a) No person shall remove, destroy, or relocate any protected tree
11 without first obtaining a tree removal permit from the village, unless otherwise
12 exempt pursuant to Section 45-106 below.

13
14 (b) A tree removal permit may be obtained after completing and
15 submitting a permit application to the village's building and zoning department.
16 The permit application shall be deemed complete when the application fee and all
17 information necessary to understand the extent, nature and potential impacts of the
18 proposed removal, destruction, or relocation are received by the village. The permit
19 application information may include, but is not limited to, the following:

- 20
21 1. The property owner's information and location of the tree(s).
22
23 2. Tree size, diameter at breast height, and common name or scientific
24 name.

3. A justification for removal, destruction, or relocation.
4. A site plan or photograph showing the tree(s).
5. A proposed mitigation plan as required under section 45-109 below.
6. A survey showing the tree or trees to be removed, any relocated trees, and any trees proposed for installation.
7. Parcel information including the parcel control number (PNC) and street address.
8. A completed application form with the signature of the property owner, or authorized agent of the property owner with agent authorization letter.

Sec. 45-105. Permit fees.

The village shall establish a fee schedule for all matters related to tree removal, relocation, replacement, monetary contributions, and administrative reviews.

Sec. 45-106. Exemptions.

The following activities are exempt from the permit requirements:

1. Removal of a tree pursuant from residential property pursuant to Section 163.045, Florida Statutes, as amended, if the property owner possesses documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree poses an unacceptable risk to persons or property. A tree poses an unacceptable risk to persons or property if removal is the only means of practically mitigating its risk below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017). For purposes of this section, "residential property" means a single-family detached building located on a lot that is actively used for single-family residential purposes and is either a conforming use or a legally recognized nonconforming use under the village's zoning regulations. Parcels or lots that comprise the common elements or community property, in whole or in part, of a planned unit development or a mixed-use development shall not be considered "residential property" for purposes of this exemption.
2. Removal of a tree by the village's public works department for public safety or infrastructure maintenance purposes.

- 1 3. Removal of trees that have been destroyed or effectively destroyed
2 by an act of god or external forces beyond the control of the property
3 owner, where such destruction could not have been prevented with
4 reasonable care.
- 5
- 6 4. Routine pruning and maintenance that does not result in irreversible
7 damage.
- 8
- 9 5. Removal of invasive species as listed by the Florida Invasive
10 Species Council.
- 11
- 12 6. Removal of any fruit tree.
- 13
- 14 7. Removal of any dead tree.
- 15

16 **Sec. 45-107. Issuance of tree removal permit.**

17

18 (a) The building and zoning director or designee shall review each
19 completed permit application using objective criteria determined by the village and
20 best practices from biology, botany, forestry, landscape architecture, and other
21 relevant fields.

22

23 (b) A tree removal permit may be issued when the application
24 requirements are satisfied and one or more of the following conditions exist:

- 25
- 26 1. The tree constitutes an unreasonable impediment to an existing or
27 proposed permitted use of the property by virtue of its location in a
28 buildable area or yard area where structures or improvements are to
29 be placed and, in the determination of the village, preservation is not
30 feasible under any reasonable alternative.
- 31
- 32 2. The tree interferes with utility services.
- 33
- 34 3. The tree creates unsafe vision clearances.
- 35
- 36 4. The tree conflicts with other village ordinances or regulations.
- 37
- 38 5. The tree is a prohibited tree species, listed as a Category 1 Exotic
39 Pest & Invasive Plant by the Florida Invasive Species Council (in
40 the event of removal of a prohibited tree species, no fee shall be
41 required).
- 42
- 43 6. The village requires the tree to be removed.
- 44

45 (c) Upon approval of the permit application, the building and zoning
46 director or designee shall approve, approve with conditions, or deny the tree
47 removal permit. Tree removal permits shall expire and become null and void if

1 work is not commenced within ninety (90) calendar days from the date of permit
2 issuance.

3
4 **Sec. 45-108. Preservation requirements.**
5

6 (a) To the fullest extent practicable, all development proposals (land
7 development applications or building permit applications) shall provide for the
8 protection or relocation of existing trees with a tree disposition plan, as required by
9 Section 45-86 of this chapter.

10
11 (b) If a protected tree cannot be preserved under a proposed
12 development plan, the applicant must demonstrate that they have evaluated
13 alternative plans that prioritize tree preservation while allowing reasonable
14 development.

15
16 (c) Alternative strategies may include, without limitation, one or more
17 of the following:

- 18 1. Adjusting building orientation.
- 19 2. Modifying lot lines for multi-lot developments, when feasible.
- 20 3. Implementing site design techniques (e.g., pervious pavement,
21 foundation adjustments) to protect root systems.
- 22 4. Using tree wells, retaining walls, or engineering solutions to
23 integrate the tree into the development footprint.

24
25
26 (d) The applicant must demonstrate that preservation is not feasible
27 under any reasonable alternative. Mitigation as specified in section 45-109 below
28 is required for tree removal to accommodate new development on improved and
29 unimproved properties.

30
31
32
33 **Sec. 45-109. Mitigation requirements.**
34

35
36 To ensure the continued ecological and aesthetic benefits provided by trees,
37 mitigation shall be required for all tree removal. Property owners or applicants shall
38 implement one or more of the following mitigation measures as determined by the
39 building and zoning director or designee.

- 40 1. *Relocation.* If feasible, relocation of the tree is the village's
41 preferred mitigation. Relocation should occur on-site when feasible.
42 If on-site relocation is not feasible, off-site relocation to a village-
43 approved location is required. Where appropriate, a combination of
44 on-site and off-site relocation may be considered by the building and
45 zoning director or designee.
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2. *Replacement.* If relocation is not feasible, the removed tree must be replaced with native trees (selected from a village-approved list) such that the total caliper of replacement trees is equal to or greater than the DBH of the removed tree. Replacement should occur on-site (preferred) or at a location approved by the village council for tree mitigation.
 - a. Trees or palms that are relocated and do not survive in the first nine (9) months from the date of installation shall be replaced by the applicant at the applicant's expense. Replacement trees shall be the same species, or an alternate species approved by the building and zoning director or designee.
 - b. The required mitigation ratio for protected trees shall be 1:1 inches DBH.
 - c. All replacement mitigation trees must be planted within ninety (90) days of the issuance of the tree permit, or prior to issuance of conditional certificate of occupancy or first certificate of occupancy, except for tree replacements in connection with major storm events.
 3. *Tree trust fund.* If no viable relocation or replacement options exist, the applicant shall contribute to the village's tree trust fund in accordance with the adopted fee schedule.
 4. *Development projects.* If tree removal is proposed as part of a development project, the village shall consider whether reasonable modifications to the project design could preserve the tree(s) before granting approval for removal.
 5. *Financial hardship.* If an applicant demonstrates financial hardship, phased replacement or installment contributions to the tree trust fund may be approved.

37
38

Sec. 45-110. Retention of licensed professionals.

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40
41
42

The building and zoning director or designee is authorized to engage services of a licensed landscape architect and/or a certified arborist, as deemed necessary, to render any determinations required by this article.

43
44

Sec. 45-111. Enforcement and Penalties.

45
46
47

(a) All violations of this article shall be enforced through the code enforcement process or any other lawful means available to the village.

1 (b) In addition to code enforcement proceedings initiated pursuant to
2 subsection (a) above, unauthorized tree removal may result in the following
3 additional penalties:
4

- 5 1. Triple permit fee for each violation, with each tree
6 constituting a separate violation;
- 7
- 8 2. Mitigation at an increased ratio of [2:1] inches DBH; and
9
- 10 3. The issuance of a stop-work order.

11 **Sec. 45-112. Tree trust fund.**
12

13 (a) A tree trust fund is hereby established for the purpose of accruing
14 revenues generated by the receipt of monies collected as mitigation for trees
15 removed. The funds in the tree trust fund may be used to pay for the following
16 activities:
17

- 18 1. Purchasing and planting trees on real property within the village;
- 19
- 20 2. Funding public educational outreach programs;
- 21
- 22 3. Funding tree giveaways to residents that promote tree preservation;
23 or
- 24
- 25 4. Supporting urban forestry programs, tree maintenance, and/or
26 preservation throughout the village.
27

28 (b) Expenditures from the tree trust fund shall be approved by the
29 village manager or designee.
30

31 **Sec. 45-113. Appeals.**
32

33 Any person who has been adversely affected by any decision rendered or
34 requirement imposed by the village in the enforcement and administration of this
35 article shall utilize the administrative appeal provisions of section 45-52 of this
36 chapter.
37

38 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
39 the Village of North Palm Beach, Florida.
40

41 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
42 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
43 such holding shall not affect the remainder of this Ordinance.
44

45 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in
46 conflict herewith are hereby repealed to the extent of such conflict.

1 Section 6. This Ordinance shall take effect upon adoption.

2

3 PLACED ON FIRST READING THIS ____ DAY OF _____, 2025.

4

5 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
6 2025.

7

8

9 (Village Seal)

MAYOR

10

11

12 ATTEST:

13

14

VILLAGE CLERK

16

17 APPROVED AS TO FORM AND

18 LEGAL SUFFICIENCY:

19

20

VILLAGE ATTORNEY

21

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE IX, "TREE PRESERVATION;" PROVIDING FOR THE PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR PERMIT REQUIREMENTS, ISSUANCE, FEES, AND EXEMPTIONS; PROVIDING FOR PRESERVATION AND MITIGATION REQUIREMENTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR A TREE TRUST FUND; PROVIDING FOR APPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Village is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Village is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Village hereby publishes the following information:

1. Summary of the proposed ordinance: The proposed Ordinance requires a tree removal permit for protected trees; requires that all development proposals provide for tree preservation and evaluation of alternate strategies; provides mitigation requirements for tree removal in the form of relocation or replacement and for contributions to the Village's tree trust fund if no viable relocation or replacement options exist; and establishes a tree trust fund and restricts the use of such funds.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village:

(a) The only for-profit businesses being impacted are developers seeking to construct new development projects in the Village. The compliance costs will depend on the number of trees that must be relocated or replaced and if no viable alternatives for relocation or replacement exist, the contribution to the Village's tree trust fund.

(b) The proposed permit fee is \$25.00, with an appeal fee of \$75.00

(c) The regulatory costs are unknown at this time, but the Village will incur costs to administer the tree permit program and to retain an arborist or landscape architect to review the Village's determinations in the administration of the program. The total revenue to the tree trust fund will depend on the number of trees removed and tree trust fund contribution schedule adopted by the Village Council.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Varies depending on the number of development projects.

VILLAGE OF NORTH PALM BEACH
VILLAGE CLERK'S OFFICE
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney
Jessica Green, Village Clerk

DATE: August 14, 2025

SUBJECT: **ORDINANCE 1st Reading** – Amending Section 2-1 of the Village Code governing the appointment and operation of Village boards and committees to modify the procedure for selection of the Chairperson

At its July 24, 2025, meeting, the Village Council held a workshop on the required rotation of the chairperson of Village boards and committees. Section 2-1(i)(1) of the Village Code currently prohibits a chairperson of a Village board or committee from serving successive terms. The Council had previously granted the Environmental Committee's request not to rotate the chairperson, and other boards and committees expressed a desire for the same consideration. At the conclusion of its discussion, the Village Council directed Staff to amend the Ordinance to express Council's intent that the chairperson rotate on an annual basis yet allow boards and committees to elect a chairperson to successive terms by majority vote. Staff is also recommending an additional revision to clarify that the appointment of officers should take place at the first meeting after May 1st of each year (as opposed to a meeting during the month of May) because not all boards and committees meet monthly.

The attached Ordinance proposes the following revisions to Section 2-1(i)1 of the Village Code of Ordinances (deleted language ~~stricken through~~ and additional language underlined):

All boards and committees shall, at a the first meeting during the month of after May 1st of each year, elect a chairperson, a vice-chairperson, and any other officers as the board deems necessary. The chairperson shall preside at board meetings and shall be the official spokesperson for the board. The term of the chairperson shall be for one-year, ~~and any person who has served as chairperson for one term shall not serve as chairperson during the following year. However, beginning one year after termination of his or her term as chairperson, he or she may again serve as chairperson.~~ While it is the intent of the village council that the chairperson rotate on an annual basis, a board or committee may, by majority vote, appoint a chairperson to serve successive terms.

The attached Ordinance has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and adoption on first reading of the attached Ordinance amending Section 2-1 of the Village Code of Ordinances governing the selection of chairperson for Village boards and committees in accordance with Village policies and procedures.

1 **ORDINANCE NO. _____**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, AMENDING ARTICLE I, "IN GENERAL," OF
5 CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF
6 ORDINANCES BY AMENDING SECTION 2-1, "BOARDS AND
7 COMMITTEES," TO MODIFY THE PROCEDURE FOR THE APPOINTMENT OF
8 CHAIRPERSONS; PROVIDING FOR CODIFICATION; PROVIDING FOR
9 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN
10 EFFECTIVE DATE.

11
12 WHEREAS, Section 2-1 of the Village Code of Ordinances governs the appointment and operation
13 of Village boards and committees; and

14
15 WHEREAS, the Village Council wishes to amend Section 2-1 to: (1) revise the language specifying
16 the timing for appointment of officers to coincide with the various board and committee meeting
17 schedules; and (2) clearly indicate the Village Council's intent that the chairperson rotate on an annual
18 basis yet allow a board or committee to appoint a chairperson to successive terms by majority vote;
19 and

20
21 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of
22 the public health, safety, and welfare.

23
24 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
25 NORTH PALM BEACH, FLORIDA as follows:

26
27 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

28
29 Section 2. The Village Council hereby amends Article I, "In General," of Chapter 2,
30 "Administration," of the Village Code of Ordinances as follows (additional language is underlined
31 and deleted language ~~stricken through~~):

32
33 **Sec. 2-1. Boards and committees.**

34
35 (a) *Purpose.* The purpose of this section is to establish procedures for
36 village boards and committees. Except as specifically provided by law or ordinance,
37 all boards and committees are advisory only and the existence of such advisory boards
38 and committees does not diminish or alter the statutory or constitutional authority of
39 the village council.

40
41 (b) *Scope.* The provisions of this section shall apply to all village boards
42 and committees and shall govern the conduct of all members of such boards.

43
44 (c) *Creation of advisory boards.* The village council may, by ordinance,
45 create a board or committee in connection with any function of the village. The
46 ordinance creating such board shall specify the purpose, powers, and duties of the

1 board. Nothing set forth herein shall prevent the village council from creating ad hoc
2 committees of limited duration by resolution.

3
4 (d) *Records.* Each board and committee shall maintain attendance records
5 and voting records of each member and shall forward such information to the village
6 clerk. The records shall include the reason given by the board or committee member
7 for any absence.

8
9 (e) *Compensation of members.* Board and committee members shall serve
10 without compensation except as may be provided by ordinance or resolution of the
11 village council.

12
13 (f) *General provisions.* Members of village boards and committees:

14
15 (1) Shall serve at the pleasure of the village council and may be removed
16 with or without cause by a vote of the village council;

17
18 (2) Shall be a resident of the village and maintain residency in the village
19 during the term of appointment (unless waived by the village council)
20 and meet such other eligibility requirements as may be established by
21 the village council;

22
23 (3) Shall not hold any employment or office in village government or any
24 contractual relationship with the village;

25
26 (4) Shall serve on only one village board or committee where membership
27 on two boards or committees would violate the constitutional dual
28 office-holding prohibition;

29
30 (5) Shall not appear before the board or committee on which they serve or
31 the village council as an agent or attorney on behalf of any person or
32 entity;

33
34 (6) Shall not have or hold any employment or contractual relationship that
35 will create a continuing or frequently recurring conflict between their
36 private interests and the performance of their public duties or that
37 would impede the full and faithful discharge of their public duties;

38
39 (7) Shall not initiate any grievance or complaint against any person
40 appearing before the board or committee on which they serve without
41 the approval of the village manager; and

42
43 (8) Shall attend all meetings in person and shall not participate as a member
44 of any board or committee or vote on any matter by telephone, video
45 conferencing, or any other electronic means.

46
47 (g) *Number of members.* Unless otherwise provided by law or ordinance,
48 each advisory board or committee shall have seven (7) members.

1 (h) *Terms of members.*

2
3 (1) The terms of members shall be established in the ordinance creating the
4 board or committee. Notwithstanding the foregoing, the village council
5 may, at the time of appointment, modify the term of any member in
6 order to provide for staggered terms.

7
8 (2) Members whose terms have expired shall continue to serve until their
9 successors are appointed.

10
11 (3) Board and committee members may be reappointed to successive
12 terms.

13
14 (4) Appointments to fill vacancies on any board or committee shall be for
15 the remainder of the unexpired term.

16
17 (i) *Officers.*

18
19 (1) All boards and committees shall, at a ~~the first meeting during the month~~
20 ~~of~~ after May 1st of each year, elect a chairperson, a vice-chairperson,
21 and any other officers as the board deems necessary. The chairperson
22 shall preside at board meetings and shall be the official spokesperson
23 for the board. The term of the chairperson shall be for one-year, ~~and~~
24 ~~any person who has served as chairperson for one term shall not serve~~
25 ~~as chairperson during the following year. However, beginning one year~~
26 ~~after termination of his or her term as chairperson, he or she may again~~
27 ~~serve as chairperson. While it is the intent of the village council that the~~
28 chairperson rotate on an annual basis, a board or committee may, by
29 majority vote, appoint a chairperson to serve successive terms.

30
31 (2) The vice-chairperson shall assume the duties of the chairperson in the
32 absence of the chairperson. At any meeting where the chairperson and
33 the vice-chairperson are absent, the board or committee shall appoint a
34 chairperson pro tempore to assume the duties of the chairperson.

35
36 (j) *Rules.* Each board and committee shall adopt rules and regulations
37 regarding the manner of conducting its meetings, which shall be consistent with the
38 rules and regulations prescribed by the village council. Each board and committee
39 shall adhere to the basic rules of parliamentary procedure, which require that:

40
41 (1) All items of business and motions that are properly before the board or
42 committee are fully and freely discussed;

43
44 (2) Only one (1) issue or motion be considered at a time;

45
46 (3) All members direct their remarks to the chairperson and wait to be
47 recognized by the chairperson;

- 1 (4) While majority rules, the rights of the minority are protected by
2 assuring them the ability to speak and vote; and
3
- 4 (5) All members refrain from making personal remarks or otherwise
5 attacking the motives of other members.
6
- 7 (k) *Meetings.*
8
- 9 (1) All village boards and committees shall schedule a regular meeting at
10 least once per quarter (or four times between May 1st and April 30th),
11 except the audit committee, which shall meet on an on-call basis.
12 Meetings shall be held at the call of the chairperson, at such other times
13 as the board or committee may determine, or as otherwise provided by
14 law or ordinance. Special meetings may be called by the chairperson or
15 by written notice signed by a majority of all members and shall not be
16 held unless at least forty-eight (48) hours' notice is given to each
17 member and to the village clerk.
18
- 19 (2) Members shall notify the chairperson if they are unable to attend a
20 meeting. If a quorum will not be present, the scheduled meeting shall
21 be cancelled.
22
- 23 (3) Minutes shall be kept of the proceedings at each meeting and shall
24 record the official acts taken by the board or committee. Minutes shall
25 be transmitted to, and maintained by, the village clerk.
26
- 27 (4) All meetings and public hearings of village boards and committees
28 shall be open to the public. All meetings shall be governed by
29 Government-in-the-Sunshine Law, as set forth in F.S. § 286.011.
30
- 31 (5) Absent exigent circumstances, no board or committee meeting shall
32 begin prior to 5:30 p.m. and all meetings shall be adjourned on or
33 before 11:00 p.m. on the date when the meeting convened.
34
- 35 (l) *Quorum and required vote.*
36
- 37 (1) Unless otherwise provided by law or ordinance, a quorum for the
38 transaction of business shall consist of four (4) members.
39
- 40 (2) The affirmative vote of a majority of those present shall be necessary
41 to take official action. If any motion fails to achieve the affirmative
42 vote of a majority of those present, then such petition or other matter
43 shall be deemed denied.
44
- 45 (m) *Removal of members.*
46
- 47 (1) Unless waived by the village council, any member who no longer
48 resides within the village during his or her term shall automatically

1 cease to be a member of the board or committee and shall inform the
2 village clerk's office.

3
4 (2) If any member of a board or committee is absent from two (2) regular
5 meetings for boards or committees meeting no more than quarterly or
6 three (3) regular meetings for boards or committees meeting monthly
7 within a twelve-month period (from May 1st to April 30th), the village
8 clerk shall notify the member in writing that he or she shall be removed
9 from the board or committee. Within ten (10) days of receipt of
10 notification of his or her removal, the member may appeal his or
11 removal to the village manager in writing. The decision of the village
12 manager shall be final.

13
14 (3) The village manager may, at his or her discretion, remove a member
15 for: attacking the motives of other board or committee members,
16 members of village staff or village consultants; making derogatory,
17 abusive, profane, threatening, or vulgar remarks or comments; or for
18 any other conduct that, in the village manager's sole determination,
19 reflects poorly upon the village. The decision of the village manager
20 shall be final.

21
22 (n) *Anti-nepotism clause.* No relative of a member of the village council
23 shall be appointed by the council to a village board or committee. For the purposes of
24 this section, a relative means an individual who is related to a councilmember as father,
25 mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband,
26 wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law,
27 sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister,
28 half-brother, or half-sister or an individual having the same legal residence as a
29 councilmember.

30
31 (o) *Reports for village council.* On at least a quarterly basis, the
32 chairperson of each board or committee or the chairperson's designee shall make a
33 report of the board or committee's activities to the village council at a regularly
34 scheduled council meeting.

35
36 (p) *Resignation of members.* Members of boards or committees may resign
37 at any time, by submitting a written letter of resignation to the village clerk.

38
39 (q) *Clerical/technical support.* The village manager may furnish the board
40 or committee necessary clerical services and technical assistance.

41
42 (r) *Dissolution of boards.* Unless otherwise provided by law or ordinance,
43 the village council may dissolve a board or committee if the village council determines
44 that the board is no longer needed to meet the purposes for which it was established.

45
46 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the
47 Village of North Palm Beach.

1 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
2 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
3 holding shall not affect the remainder of this Ordinance.

4
5 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict
6 herewith are hereby repealed to the extent of such conflict.

7
8 Section 6. This Ordinance shall take effect immediately upon adoption.

9
10 PLACED ON FIRST READING THIS ____ DAY OF _____, 2025.

11
12 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
13 2025.

14
15
16 (Village Seal)

MAYOR

17
18
19 ATTEST:

20
21 _____
22 VILLAGE CLERK

23
24 APPROVED AS TO FORM AND
25 LEGAL SUFFICIENCY:

26
27 _____
28 VILLAGE ATTORNEY
29

**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Leonard G. Rubin, Village Attorney
DATE: August 14, 2025
SUBJECT: **RESOLUTION** – Establishment of Application Fee and Tree Trust Fund Contribution Fees for Implementation of Tree Preservation Ordinance

Through the adoption of Ordinance No. 2025-12, the Village Council adopted a new Article IX of Chapter 45 of the Village Code of Ordinances providing for the preservation of native and swale tree and mitigation for the loss of such trees through relocation, replacement, and/or contributions to the Village's Tree Trust Fund. Specifically, Section 45-105 of the Village Code requires the Village to establish a fee schedule for all matters related to tree removal, relocation, replacement, monetary contributions, and administrative reviews.

Village Staff is proposing a tree removal permit fee of \$25.00 per tree. The cost of an administrative appeal pursuant to Section 45-52 of the Village Code (as provided for in Section 45-113) is already established by the Village's fee schedule (\$500.00). Additionally, Staff is proposing the following payment schedule for contributions to the Village's Tree Trust Fund in the event the loss of a tree cannot be mitigated through relocation or replacement:

Size of Tree	Contribution (per tree removed)
Native tree with 12" or less DBH or native palm with 12' or less of clear trunk	\$300.00
Native tree with more than 12" up to 18" DBH or native palm with more than 12' clear trunk	\$450.00
Native tree with more than 18" DBH	\$600.00
Swale tree	\$200.00

Staff recognizes that the contribution amounts are significantly lower than the amount proposed in the original version of the Tree Preservation Ordinance (\$300.00 per caliper inch). They are also substantially less than the amounts imposed by other municipalities. By way of example, the City of Boynton Beach requires a contribution of \$250.00 per caliper inch. The City of Cooper City requires a contribution of \$65.00 to \$135.00 per caliper inch depending on the type of tree and size, and the City of North Bay Village requires a contribution of \$500.00 for trees less than 18" DBH, a contribution of \$2,000 for trees 18" DBH to 36" DBH, and a contribution of \$3,000 for trees with greater than 36" DBH.

The primary goal of the Tree Preservation Ordinance is preservation and not punishment. Because the Ordinance applies to all properties within the Village, Staff attempted to strike a balance of keeping the

contributions reasonable while not encouraging payment in lieu of preservation. However, if the intended goal is not being achieved, the Council may amend the contribution schedule at any time.

The attached Resolution has been prepared by this office and reviewed for legal sufficiency.

There is no immediate fiscal impact.

Recommendation:

Village Administration requests Council consideration of the attached Resolution establishing the application fee and Tree Trust Fund Contributions for the implementation of the Tree Preservation Ordinance in accordance with Village policies and procedures.

1 **RESOLUTION 2025-___**

2
3 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF
4 NORTH PALM BEACH, FLORIDA, ESTABLISHING THE APPLICATION
5 FEE AND TREE TRUST FUND CONTRIBUTIONS FOR THE
6 IMPLEMENTATION OF THE TREE PRESERVATION ORDINANCE; AND
7 PROVIDING FOR AN EFFECTIVE DATE.
8

9 WHEREAS, through the adoption of Ordinance No. 2025-12, the Village Council adopted a new
10 Article IX of Chapter 45 of the Village Code of Ordinances providing for the preservation of native
11 and swale trees and mitigation for the loss of such trees through relocation, replacement, and/or
12 contributions to the Tree Trust Fund; and
13

14 WHEREAS, Section 45-105 of the Village Code requires the Village to establish a fee schedule for all
15 matters related to tree removal, relocation, replacement, monetary contributions, and administrative
16 reviews, and the Village Council wishes to establish such amounts; and
17

18 WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interest
19 of the Village and its residents.
20

21 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE
22 OF NORTH PALM BEACH, FLORIDA as follows:
23

24 Section 1. The foregoing recitals are hereby ratified and incorporated herein.
25

26 Section 2. The Village Council hereby establishes a tree removal permit fee of \$25.00 per tree.
27 The Village Council further establishes the following payment schedule for contributions to the
28 Tree Trust Fund in the event the loss of a tree cannot be mitigated through relocation or
29 replacement:
30

Size of Tree	Contribution (per tree removed)
Native tree with 12” or less DBH or native palm with 12’ or less of clear trunk	\$300.00
Native tree with more than 12” up to 18” DBH or native palm with more than 12’ clear trunk	\$450.00
Native tree with more than 18” DBH	\$600.00
Swale tree	\$200.00

31
32 Section 3. This Resolution shall take effect immediately upon adoption.
33

34 PASSED AND ADOPTED THIS ___ DAY OF _____, 2025.
35
36

37 (Village Seal)

MAYOR
38
39

1 ATTEST:

2

3

4

5

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Charles Huff, Village Manager
FROM: Scott Freseman, Fire Chief
DATE: August 14, 2025
SUBJECT: **RESOLUTION – Approval of SCBA Equipment Purchase and Surplus Sale**

Village Staff is requesting Council consideration and adoption of a Resolution authorizing the purchase of thirty (30) MSA G1 Self-Contained Breathing Apparatuses (SCBAs), including accessories and extended warranties, from Ten-8 Fire Equipment, and the sale of twenty-six (26) MSA Firehawk SCBAs and related accessories to Dalmatian Fire Equipment.

Background:

The Village’s current SCBA units are over 10 years old and are scheduled for replacement at ten (10) years. NFPA 1970, 1981, 1982 regulate our SCBAs, and these standards have undergone three safety revisions since the original purchase. The replacement of SCBA units was budgeted for Fiscal Year 2025.

Purchasing:

The new MSA G1 SCBAs will be purchased from Ten-8 Fire Equipment using pricing from the National Purchasing Partners Contract No. PS20125, recognized as a valid cooperative purchasing agreement. The total cost of \$662,816.99 includes a 20% contingency due to the upcoming 2025 NFPA standard change and MSA price increases scheduled for January 2026.

As Ten-8 is the sole authorized source for MSA SCBAs and accessories, this purchase qualifies as a sole source procurement.

Funding:

Funds for this purchase are available in the Special Projects Fund.

Account Information:

Fund	Department	Account Number	Account Description	Amount (including contingency)
Special Projects Fund	Special Projects Fund Expense	Q5541-66490	Machinery & Equipment	\$662,816.99

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of thirty (30) MSA G1 Self-Contained Breathing Apparatuses, including accessories and extended warranties, from Ten-8 Fire Equipment, Inc. utilizing pricing established in an existing National Purchasing Partners Cooperative Purchasing Agreement at a total cost (including contingency) of \$662,816.99, with funds expended from Account No. Q5541-66490 (Special Projects Fund Expense – Machinery & Equipment); authorizing the Village Manager to take all actions necessary to effectuate the purchase; and authorizing the sale of twenty-six (26) Firehawk SCBAs and accessories to Dalmatian Fire Equipment, LLC in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AND AUTHORIZING THE SOLE SOURCE PURCHASE OF THIRTY (30) MSA G1 SELF-CONTAINED BREATHING APPARATUSES FOR USE BY THE VILLAGE FIRE RESCUE DEPARTMENT FROM TEN-8 FIRE EQUIPMENT, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING NATIONAL PURCHASING PARTNERS COOPERATIVE PURCHASING AGREEMENT; AUTHORIZING THE SURPLUS OF TWENTY-SIX (26) MSA FIREHAWK SELF-CONTAINED BREATHING APPARATUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Fire Rescue Department is requesting the purchase of Self-Contained Breathing Apparatuses (SCBAs) utilizing budgeted and available funds; and

WHEREAS, Village Staff is recommending the sole source purchase of thirty (30) MSA G1 SCBAs from Ten-8 Fire Equipment, Inc., including accessories and extended warranties, utilizing pricing established in an existing National Purchasing Partners Cooperative Purchasing Agreement (Contract No. PS20125) and the surplus (or sale) of twenty-six (26) MSA Firehawk SCBA's and related accessories; and

WHEREAS, Village's purchasing policies and procedures require Village Council approval for purchases exceeding \$100,000.00; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of thirty (30) MSA G1 Self-Contained Breathing Apparatuses from Ten-8 Fire Equipment, Inc. utilizing pricing established in an existing National Purchasing Partners Cooperative Purchasing Agreement (Contract No. PS20125) at a total cost (including contingency related to changes to NFPA standards and price increases scheduled for January 2026) of \$662,816.99, with funds expended from Account No. Q5541-66490 (Special Projects Fund Expense – Machinery and Equipment). The Village Council further authorizes the Village Manager to take all steps necessary to effectuate the purchase.

Section 3. The Village Council further authorizes the surplus of twenty-six (26) MSA Firehawk SCBA's and related accessories and their sale to Dalmatian Fire Equipment, LLC.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

G1 SCBA Integrated Thermal Imaging Camera **Warranty**



1. Express Warranty

MSA warrants that this product and its accessories are free from mechanical defects or faulty workmanship as prescribed in the chart below, provided that they have been installed, used and maintained in accordance with instructions and/or recommendations contained in the instructions delivered with equipment. MSA shall be released from all obligations under this warranty in the event that repairs or modifications are made by persons other than its own or authorized service personnel. No agent, employee or representative of MSA has any authority to bind MSA to any affirmation, representation or

warranty concerning the goods sold, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within the written agreement for the goods sold, it shall not be enforceable by the Original end-user. MSA makes no warranty concerning components or accessories not manufactured by MSA, but will pass on to the Original end-user all available warranties of manufacturers of such components.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND IS STRICTLY LIMITED TO THE TERMS HEREOF. MSA SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Products covered by this Express Warranty include integrated TICs sold as upgrade kits as well as units installed on the SCBA at the factory. All warranty periods referenced below are from the date of sale to the Original end-user unless otherwise noted.

COMPONENT	WARRANTY	MAINTENANCE
G1 SCBA Thermal Imaging Camera (which consists of the camera core and germanium lens) sold as part of a G1 SCBA or as part of the integrated TIC upgrade kits (part numbers 10175010-SP and 10175021-SP)	5 Years	MSA requires that integrated TIC and accessories be installed, used and/or maintained as specified in the product instructions. All integrated TICs and accessories sent in for warranty repair will be inspected for signs of excessive rough handling and operation significantly beyond specifications in the instructions. Warranty coverage is for material defects and/or faulty workmanship only. Repair and labor required for normal wear and tear are not covered under the warranty and are the responsibility of the original end-user.
G1 SCBA Control Module (other than camera core and germanium lens)	15 years	
G1 SCBA	15 years (Please see the G1 SCBA warranty, ID # 0105-176-MC, for more information)	

2. Extended Service

MSA offers an Extended Service contract for integrated TICs at the customer's request. Details are listed on the reverse of this page.

Contact MSA Customer Service (1-800-MSA-2222) for additional information and arrangements.

3. Exclusive Remedy

It is expressly agreed that the Original end-user's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of MSA or for any other cause of action, shall be repair and/or replacement, at MSA's option, of any equipment or parts thereof, that after examination by MSA are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Original end-user, F.O.B. Original end-user's named place of destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.

4. Exclusion of Consequential Damages

Original end-user specifically understands and agrees that under no circumstances will MSA be liable to Original end-user for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of non-operation of goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA.

*Because every life has a **purpose...***

Product Registration and Extended Warranties for **MSA Integrated TICs**



Product Registration for MSA integrated TICs

Thank you for purchasing an MSA integrated thermal imaging camera for the G1 SCBA. Registering your products with MSA will improve processing of any warranty claims and enable you to receive

information regarding product updates and new products. Please register your integrated TIC online or purchase an extended warranty at www.MSAsafety.com/register.

Extended Warranties for MSA integrated TICs

Extended warranties must be processed for EACH integrated thermal imaging camera. Apply for your MSA integrated TIC Extended Warranty coverage online at www.MSAsafety.com/register or call 1-800-MSA-2222 for assistance.

1. Extended warranty requests MUST be exercised within the first 6 months from date of manufacture. Please contact MSA Customer Service at 1-800-MSA-2222 for assistance in determining the date of manufacture.

2. Extended warranty coverage is available for up to 120 months after the Standard Warranty has expired.

3. Extended Warranty rates are 10 years = \$1,000.00

4. Extended Warranty and Standard Warranty both begin from date of purchase by the end-user.

5. This Extended Warranty program applies only to MSA integrated thermal imaging cameras. Consumable batteries, battery chargers and accessories are not covered.

Our Mission

MSA's mission is to see to it that men and women may work in safety and that they, their families and their communities may live in health throughout the world.

MSA: Because every life has a purpose.

Note: This bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.



ZEW-INTTIC-1, Rev 0
ID 0119-32-MC / Apr 2017

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MSA – The Safety Company
1000 Cranberry Woods Drive
Cranberry Township, PA 16066 USA
Phone 724-776-8600
www.MSAsafety.com

U.S. Customer Service Center
Phone 1-800-MSA-2222
Fax 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398

MSA Mexico
Phone 01 800 672 7222

LEAGUE OF OREGON CITIES
Fire Fighting Equipment Solicitation Synopsis
Solicitation No. 1910

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighting Equipment. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighting Equipment using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1910) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11, 2019.

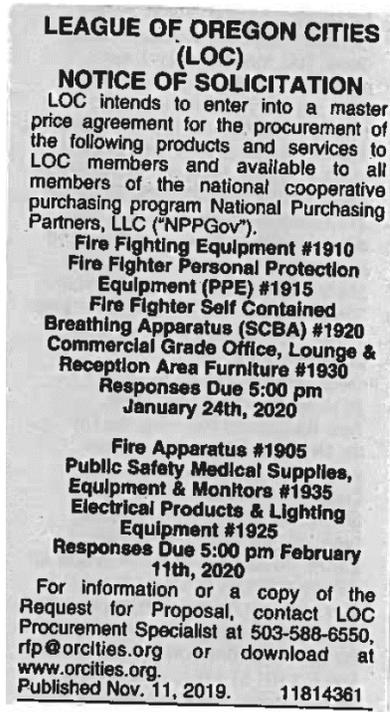
The RFP was published in USA Today on November 12, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LOC received a proposal (s) from the following vendor (s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger
5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. NM Fire
11. Ten-8

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger

5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. Ten-8

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<p><u>Pricing</u>: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i></p>	25
<p><u>Product Line (Score only categories proposed)</u>: Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i></p>	15
<p><u>Marketing</u>: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i></p>	15
<p><u>Customer Service</u>: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i></p>	15
<p><u>Proven Experience</u>: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i></p>	15
<p><u>Coverage</u>: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i></p>	10
<p><u>Conformance</u>: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5
<u>TOTAL</u>	100

Pricing Structure

Avidbots Corp: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Draeger: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Geargrid: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Heracles: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Holmatro: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk of the Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIRE FIGHTING EQUIPMENT

League of Oregon Cities; Bid Location Salem, OR, Marlon County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 11th DAY OF November, 2019

Michelle Ropp

Notary Public-State of Oregon



LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION
 LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

- Fire Fighting Equipment #1910
- Fire Fighter Personal Protection Equipment (PPE) #1915
- Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
- Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm January 24th, 2020

- Fire Apparatus #1905
- Public Safety Medical Supplies, Equipment & Monitors #1935
- Electrical Products & Lighting Equipment #1925

Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.
 Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

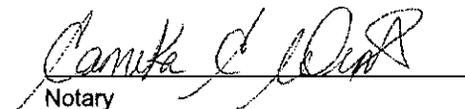
A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.


Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.


Notary

CAMIKA C. WINTER
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NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION
LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915

Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920

Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm
January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935

Electrical Products & Lighting Equipment #1925
Responses due 5:00 pm
February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at:
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Bids due by 12/2/2019.

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<https://brooklynnovelties.com/>



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Edward Kondrot, MD Board Certified Ophthalmologist

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HEALTH / FITNESS

INVOKANA MEDICATION WARNING

ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

YOU MUST CALL US NOW:
800-804-8248

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MSA G1 SCBA

Limited Warranty and Terms of Sale

Express Warranty — MSA - The Safety Company (MSA) warrants MSA G1 SCBA (SCBA) to be free from defects in materials and/or faulty workmanship for a period of fifteen (15) years from the date of sale by MSA. This warranty applies to all components* of the SCBA including all accessories and optional equipment purchased and supplied at the time of the original sale. MSA's obligation under this warranty is limited to the repair or replacement, at MSA's option, of the SCBA or components shown to be defective in either workmanship or materials.

No agent, employee or representative of MSA may bind MSA to any affirmation, representation or modification of the warranty concerning the goods sold under this contract.

MSA shall be released from all obligations under this warranty in the event that repairs or modifications are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, or abuse.

* This warranty expressly excludes the G1 SCBA Integrated Thermal Imaging Camera. For warranty information regarding the G1 SCBA Integrated Thermal Imaging Camera please see the *G1 SCBA Integrated Thermal Imaging Camera Warranty*.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, MSA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ECONOMIC, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF MSA PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS.



NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 1910

SOLICITATION FOR: FIRE FIGHTING EQUIPMENT

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTING EQUIPMENT** at the address listed below, until **5:00 PM PST** on **JANUARY 24, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

**LOC PUBLIC “FIRE FIGHTING EQUIPMENT RFP” #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

All Proposals must clearly state RFP #1910 and Proposing company’s full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

**LOC “FIRE FIGHTING EQUIPMENT RFP” #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE FIGHTING EQUIPMENT**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIRE FIGHTING EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTING EQUIPMENT to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTING EQUIPMENT for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies

in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a

separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 **SCOPE OF WORK:**

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating

Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 PROPOSERS MUST COMPLETE “ATTACHMENT B” – PROPOSER PROFILE WORKBOOK”.

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE FIGHTING EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)’s entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor’s Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option “B”, proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the

Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a

company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: NOVEMBER 12th, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1910, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24, 2020**. The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate date of opening: 9:00 AM PST on JANUARY 24, 2020 at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: JANUARY 24, 2020 to MARCH 5, 2020.

Approximate date of award: MARCH 5, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301**

All inquiries concerning information herein shall be addressed to:

**LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator

Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above.
No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "FIRE FIGHTING EQUIPMENT RFP" #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation date of closing. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP date of closing.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1910." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1910." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP Number 1910.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 **EVALUATION AND POST SUBMISSION**

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;

5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;

5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer’s policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFORMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE FIGHTING EQUIPMENT Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____

(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE FIGHTING EQUIPMENT

These specifications are intended to cover the complete range of FIRE FIGHTING EQUIPMENT. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: **FIREFIGHTING EQUIPMENT:** Including but not limited to thermal imaging cameras, axe holders, boots, clothing, accessories, eye protection/goggles, fans, generators, flashlights, fire helmets, decals, gear bags, gloves, tool pouches, wildland fire gear, etc.

CATEGORY 2: **FIREFIGHTING ATTACK TOOLS:** Including but not limited to axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.

CATEGORY 3: **EXTRACTION TOOLS AND SUPPLIES:** Including but not limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.

CATEGORY 4: **SEARCH AND RESCUE EQUIPMENT:** Including but not limited to thermal imaging equipment, gas detection and monitoring equipment, hardware, ladders, bailout systems, rescue straps, rope, rope bags, utility items, etc.

CATEGORY 5: **FIREFIGHTING AND FIREFIGHTER TRAINING:** Including but not limited to books, videos, CPR manikins, on-site instructional classes, remote/web based instructional classes, etc. On-site training requiring travel charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges should be included in pricing.

- CATEGORY 6: HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:** Including but not limited to air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.
- CATEGORY 7: FIRE EXTINGUISHERS:** Including but not limited to handheld, portable, wheeled (cart mounted). Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications, etc.
- CATEGORY 8: FIREFIGHTING FOAM:** Including but not limited to low expansion (between 2 to 1 and 20 to 1), medium expansion (between 20 to 1 and 200 to 1), high expansion (above 200 to 1), synthetic agents, protein agents, foam equipment, etc.
- CATEGORY 9: FIREFIGHTING (MUNICIPAL) HOSES:** Including but not limited to firefighting hose accessories (attack, supply line, soft suction, piston intake valves, nozzles, wyes, etc.), All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request. Firefighting hoses shall be warranted from manufacturer defects for ten (10) years. Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information for all firefighting hose products in Member orders.
- CATEGORY 10: FIRE PUMPS:** Including but not limited to Portable Pumps, Skid Units, Compressed Air Foam Systems (CAFS), etc.
- CATEGORY 11: FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS:** Including but not limited to apparel (personal, firefighter, and departmental), hats, T-shirts, shirts, pins, name bars, collar pins, ties, lapel accessories, stationary items, calendars, business cards, promotional materials (watches, mugs, glassware, pins, giveaways, awareness items), personalized firefighter/departmental apparel and accessories, firefighter literature (books, magazines, periodicals, and e-books), firefighter badges (Custom, special, and member provided designs. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period), etc.
- CATEGORY 12: OTHER:** Other FIREFIGHTING AND FIREFIGHTER EQUIPMENT not included in other categories.
- CATEGORY 13: MAINTENANCE, SERVICE AND TESTING:** Any services and options related to the maintenance, service and testing of products and equipment offered in any of the categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the “Requirements” Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXAMPLE

FIRE FIGHTING EQUIPMENT	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
EXTRACTION TOOLS AND SUPPLIES	
FIRE EXTINGUISHERS	
FIRE PUMPS	
FIREFIGHTING AND FIREFIGHTER TRAINING	
FIREFIGHTING ATTACK TOOLS	
FIREFIGHTING EQUIPMENT	
FIREFIGHTING FOAM	
FIREFIGHTING (MUNICIPAL) HOSES	
FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS	
HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT	
SEARCH & RESCUE EQUIPMENT	
OTHER	
MAINTENANCE, SERVICE AND TESTING	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15			Comments:

<p><u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i></p>	15			Comments:
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i></p>	10			Comments:
<p><u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5			Comments:
<p><u>TOTAL</u></p>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY
COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN
WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVATE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BIOSTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT

CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTTITAS COUNTY
KITTTITAS COUNTY PUD
KITTTITAS COUNTY RECLAMATION DIST
KLUCKITAT COUNTY
KLUCKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81

ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed
Washington State local and municipal agencies may
also utilize the resulting Master Price Agreement;
provided they enter into the Intergovernmental
Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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Bid to Purchase Used Equipment



DALMATIAN FIRE EQUIPMENT LLC
 75 Oak Avenue Eaton, CO 80615
 Phone: 800-436-6450 Fax: 888-436-6451
 purchasing@dalmatianfire.com
 www.DalmatianFire.com

Date	Bid No.
6/20/2025	P20952

Ordered By	David
------------	-------

Vendor
North Palm Beach Fire Rescue Scott Freseman 560 U.S. Highway 1 North Palm Beach, FL 33408

Ship To
DALMATIAN FIRE EQUIPMENT LLC 75 OAK AVE Eaton, CO 80615-3593

Vendor Phone	Vendor Fax	Vendor E-mail	Terms	Ship Via	In Transit	Tracking Number
(561) 904-2132		sfreseman@village-npb.org	Net 60	BEST		

Used Equipment Description	Qty	Rate	Rcv'd	Amount
MSA 4.5 M7 XT FireHawk CBRN 2013 Spec SCBA, PTC, QDC, Padded Lumbar, fire-rated, USED	26	50.00	0	1,300.00
MSA UltraElite Face Mask High-Heat, Med #7 - Cleaned & Tested	54	10.00	0	540.00
MSA 60/4500-13 Carbon Fiber, No Valve Cylinder, Used	3	50.00	0	150.00
MSA 45/4500-22 Stealth, Carbon Fiber, No Valve, Cylinder-USED	1	350.00	0	350.00
MSA 45/4500-21 Stealth, Carbon Fiber, No Valve, Cylinder-USED	9	350.00	0	3,150.00
MSA 45/4500-19 Stealth, Carbon Fiber, No Valve, Cylinder-USED	5	350.00	0	1,750.00
MSA 45/4500-13 Stealth, Carbon Fiber, No Valve Cylinder-Used	35	65.00	0	2,275.00
MSA 45/4500-12 Stealth, Carbon Fiber, No Valve Cylinder-Used	1	40.00	0	40.00
MSA Cylinder Valve 4.5, Used	54	5.00	0	270.00

BID EXPIRES ON 7/20/2025	Total
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PURCHASE ORDER ACCEPTANCE	I accept the terms below, verify my authorization by Vendor to accept the terms and approve this bid with my signature.	NAME	SIGNATURE	DATE
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TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT

- EQUIPMENT ACCEPTANCE - All equipment values listed here are estimated based on descriptions and lists provided by Vendor (above). Final price will be determined at time of receipt and inspection based on actual items received.
- TO RECEIVE FULL VALUE - All equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices and electronics must function. Components not meeting these requirements will be treated as scrap, and the value proportionately reduced.
- BID EXPIRES IN 30 DAYS - This Bid to Purchase is valid only if signed and returned within 30 days. Vendor agrees to ship equipment within 30 days of signing.
- PACKAGING, DAMAGE AND LOSS - Vendor agrees to properly package equipment for shipping, and accept insurance proceeds as payment in full for damage or loss.
- DALMATIAN PAYS SHIPPING - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.

Bid to Purchase Used Equipment



DALMATIAN FIRE EQUIPMENT LLC
 75 Oak Avenue Eaton, CO 80615
 Phone: 800-436-6450 Fax: 888-436-6451
 purchasing@dalmatianfire.com
 www.DalmatianFire.com

Date	Bid No.
6/20/2025	P20952

Ordered By	David
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Vendor
North Palm Beach Fire Rescue Scott Freseman 560 U.S. Highway 1 North Palm Beach, FL 33408

Ship To
DALMATIAN FIRE EQUIPMENT LLC 75 OAK AVE Eaton, CO 80615-3593

Vendor Phone	Vendor Fax	Vendor E-mail	Terms	Ship Via	In Transit	Tracking Number
(561) 904-2132		sfreseman@village-npb.org	Net 60	BEST		

Used Equipment Description	Qty	Rate	Rcv'd	Amount
EQUIPMENT ACCEPTANCE-All vendor equipment values are estimated based on vendor provided descriptions and lists. Final price will be determined at time of receipt and inspection by Dalmatian based on actual items received. To receive full value, all equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD and all electrical items must function. All components not meeting these requirements will be treated as scrap and value will be proportionately reduced.		0.00	0	0.00

BID EXPIRES ON 7/20/2025	Total
--------------------------	--------------

PURCHASE ORDER ACCEPTANCE	I accept the terms below, verify my authorization by Vendor to accept the terms and approve this bid with my signature.	NAME	SIGNATURE	DATE
----------------------------------	---	------	-----------	------

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Bid to Purchase Used Equipment



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 75 Oak Avenue Eaton, CO 80615
 Phone: 800-436-6450 Fax: 888-436-6451
 purchasing@dalmatianfire.com
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Date	Bid No.
6/20/2025	P20952

Ordered By	David
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Vendor
North Palm Beach Fire Rescue Scott Freseman 560 U.S. Highway 1 North Palm Beach, FL 33408

Ship To
DALMATIAN FIRE EQUIPMENT LLC 75 OAK AVE Eaton, CO 80615-3593

Vendor Phone	Vendor Fax	Vendor E-mail	Terms	Ship Via	In Transit	Tracking Number
(561) 904-2132		sfreseman@village-npb.org	Net 60	BEST		

Used Equipment Description	Qty	Rate	Rcv'd	Amount
EQUIPMENT SHIPMENT PREPARATION-Vendor must package all equipment prior to shipment. All cylinders MUST BE EMPTY AND VALVES OPEN before shipping. Equipment must be put in boxes and boxes securely stacked onto pallets and overwrapped. Shipping labels need to be CLEARLY attached to all four sides of the pallet. When equipment is ready for pickup, call Dalmatian Fire Equipment with all pallet dimensions and estimated weights. Dalmatian will send a truck to pick up the equipment you are selling to us. THE DOT WILL CHARGE FINES OF UP TO \$100,000.00 FOR SHIPPING CYLINDERS THAT ARE FULL OF AIR. ANY FINES CHARGED TO DALMATIAN FOR CYLINDERS SENT FULL OF AIR WILL BE CHARGED TO THE VENDOR SHIPPING THE PRODUCT TO DALMATIAN, PLUS ANY ADDITIONAL FEES FOR OVERWEIGHT DUE TO THE WEIGHT OF THE FULL CYLINDERS. YOU WILL BE SENT 3 LABELS TO PUT ONE ON THE SIDE OF EACH PALLET TO IDENTIFY THE PALLET IF IT GETS MISPLACED. IT IS IMPORTANT THAT THEY ARE PLACED IN PLAIN SITE ON THE PALLET AND SECURELY ATTACHED SO THEY DON'T FALL OFF.		0.00	0	0.00

BID EXPIRES ON 7/20/2025	Total	USD 9,825.00
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PURCHASE ORDER ACCEPTANCE	I accept the terms below, verify my authorization by Vendor to accept the terms and approve this bid with my signature.	NAME	SIGNATURE	DATE
----------------------------------	---	------	-----------	------

TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT

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- DALMATIAN PAYS SHIPPING - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.



April 1, 2025

Chief Scott Freseman
North Palm Beach Fire Rescue

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

Dear Chief Freseman:

Thank you, North Palm Beach Fire Rescue for your continued support of the MSA product line.

This letter confirms that Ten 8 Fire & Safety LLC is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market for Palm Beach County, Florida. In addition, Ten 8 Fire & Safety LLC is the only CARE certified MSA SCBA repair center for the Municipal Fire Service Market for Palm Beach County, Florida.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink that reads "Scott McGuire". The signature is written in a cursive style.

Scott McGuire
Manager, North American Sales Channels
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

NORTH PALM BEACH FIRE DEPT.

560 U.S. HIGHWAY 1
NORTH PALM BEACH FL 33408-4906
USA

Amended

QUOTATION

Quote Number 231054123	Document Date 07/22/25	Page 1/4
Customer No. C00716	Federal Tax ID - Business Partner 858012846341C-6	
PO Number -		
Sales Employee Higgins, Mark P	Email mhiggins@ten8fire.com	
Document Owner Higgins, Mark P	Email mhiggins@ten8fire.com	
Delivery Address		

NORTH PALM BEACH FIRE DEPT.

560 U.S. Highway 1
NORTH PALM BEACH FL 33408
USA

Description	Quantity	UoM	Vendor	Price	Total
*** MSA G1 SCBA - NFPA-2025 COMPLIANT VERSION PRICING AND MAXIMUM GUARANTEED RETAIL PRICE ONE TIME ADJUSTMENT *** PRICED PER NPP.GOV MASTER PRICE AGREEMENT & CONTRACT PS20125, EXPIRES 03/26/2026					
A-G1FS444MD2C6LGR	G1 SCBA HP Configuration	30	EA MSA SAFETY SALES, LLC	11,384.60	341,538.00
	Options: Contract: NPPGov - List Price: \$15,524.46 LESS 25.00% = \$11,643.35				
SYSTEM PRESSURE: 4 - 4500 PSIG CYLINDER CONNECTION: 4 - CGA QUICK CONNECT REMOTE CONNECTION HARNESS: 4 - SERVICABLE TUNNEL W/ CHEST STRAP CRADLE TYPE: M - METAL BAND LUMBAR TYPE: D - ADJUSTABLE SWIVELING LUMBAR, SOLID BUCKLE REGULATOR TYPE: 2 - SOLID COVER LEFT SHOULDER REGULATOR HOSE TYPE: C - CONTINUOUS EMERGENCY BREATHING_SUPPORT: 6 - UNIVERSAL EXTENDAIRE II & HOSE & POUCH SPEAKER MODULE: L - LEFT CHEST PASS: G - PASS TELEMETRY RIGHT SHOULDER W/ INTEGRATED TIC BATTERY TYPE: R - RECHARGABLE					
*** DOES NOT INCLUDE: MASK & CYLINDER ***					
iTIC 10YR	iTIC 10 YEAR EXTENDED WARRENTY	30	EA MSA SAFETY SALES, LLC	800.00	24,000.00
	Contract: NPPGov - List Price: \$800.00 LESS 0.00% = \$800.00				
10161810	Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-NS	50	EA MSA SAFETY SALES, LLC	487.12	24,356.00
	Contract: NPPGov - List Price: \$664.25 LESS 25.00% = \$498.19				
10175708	CYL,G1 LP RC,4500 PSIG, 45MINS W/QC	60	EA MSA SAFETY SALES, LLC	1,508.47	90,508.20
	Contract: NPPGov - List Price: \$2,057.00 LESS 25.00% = \$1,542.75				
*** MSA G1 RIT SYSTEM ***					
10206313	G1 RIT System, 4500, FCPC, Reg, 6-Ft Q-F,UEBSS	5	EA MSA SAFETY SALES, LLC	5,134.80	25,674.00
	Contract: NPPGov - List Price: \$7,002.00 LESS 25.00% = \$5,251.50				

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



Amended

QUOTATION

Quote Number
231054123

Document Date
07/22/25

Page
2/4

Currency: \$

Description	Quantity	UoM	Vendor	Price	Total
G1 RIT System, 4500, FCPC, Regulator, 6-Ft Quick-Fill & ExtendAire II Systems (UEBSS, 2018 ed.), remote gauge, URC, Quick-Connect.					
*** DOES NOT INCLUDE CYLINDER ***					
10175710	CYL,G1 RC,4500 PSIG, 60 MINS W/QC Contract: NPPGov - List Price: \$2,525.00 LESS 25.00% = \$1,893.75	5	EA MSA SAFETY SALES, LLC	1,851.67	9,258.35
RBL303	L3 LITE-SPEED RIT BAG (RED) Contract: NPPGov - List Price: \$359.95 LESS 10.00% = \$323.96	5	EA TRUE NORTH GEAR, LLC	316.05	1,580.25
RBL21	L-SERIES RIT ROPE BAG - 200' (rope not included) Contract: NPPGov - List Price: \$74.95 LESS 10.00% = \$67.46	5	EA TRUE NORTH GEAR, LLC	65.81	329.05
F090AP0061	RIT RESPONSE 9MM 200' (61M) Contract: NPPGov - List Price: \$479.99 LESS 15.00% = \$407.99	5	EA STERLING ROPE COMPANY, INC	362.19	1,810.95
10175710	CYL,G1 RC,4500 PSIG, 60 MINS W/QC - SPARE Contract: NPPGov - List Price: \$2,525.00 LESS 25.00% = \$1,893.75	5	EA MSA SAFETY SALES, LLC	1,851.67	9,258.35
*** MSA G1 ACCESSOIRES ***					
10148741-SP	Battery Pack, G1, Rechargeable Contract: NPPGov - List Price: \$610.00 LESS 15.00% = \$518.50	12	EA MSA SAFETY SALES, LLC	528.67	6,344.04
10158385	G1 LITHIUM ION BATTERY CHARGING STATION Contract: NPPGov - List Price: \$1,181.00 LESS 15.00% = \$1,003.85	2	EA MSA SAFETY SALES, LLC	1,023.53	2,047.06
10158407	G1 RFID READER/WRITER Contract: NPPGov - List Price: \$1,128.00 LESS 15.00% = \$958.80	1	EA MSA SAFETY SALES, LLC	977.35	977.35
10083875	TAG ASSY, ELECTRONIC ID, G1 SCBA Contract: NPPGov - List Price: \$69.00 LESS 15.00% = \$58.65	40	EA MSA SAFETY SALES, LLC	59.80	2,392.00
SCBAQD	QUICK DISCONNECT COUPLING x 1/4" NPT MALE Contract: NPPGov - List Price: \$580.00 LESS 15.00% = \$493.00	3	ea SCBAS, INC.	520.63	1,561.89
*** PERSONAL ESCAPE SYSTEM ***					
KTFCXFTL9PB	STERLING FCX TE FIRETECH2 LGT POCKET ESCAPE SYSTEM Contract: NPPGov - List Price: \$739.99 LESS 15.00% = \$628.99	20	EA STERLING ROPE COMPANY, INC	535.60	10,712.00
Subtotal:					552,347.49

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- please access the link below for our full terms and conditions."

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Amended

QUOTATION

Quote Number	Document Date	Page
231054123	07/22/25	3/4

Currency: \$

Description	Quantity	UoM	Vendor	Price	Total
MGRP A MGRP (MAXIMUM GUARANTEED RATIL PRICE) FOR THIS QUOTE WILL NOT EXCEED 20% (\$110,569.50) OF THE ORIGINAL QUOTED PRICE OF \$552,347.49. (SEE FORMAL LETTER BELOW)	1	EA	TEN-8 FIRE & SAFETY LLC.	110,469.50	110,469.50

*** FREIGHT TO BE DETERMINED AT TIME OF ORDER ***

*** DALMATIAN FIRE EQUIPMENT LLC BID TO PURCHASE USED EQUIPMENT ***

THIS IS TO CONFIRM THAT THE PURCHASE OF THE USED EQUIPMENT (SCBA) IN QUESTION IS A PRIVATE TRANSACTION BETWEEN DALMATIAN FIRE EQUIPMENT LLC AND NORTH PALM BEACH FIRE RESCUE. TEN-8 FIRE & SAFETY IS NOT A PARTY TO THIS TRANSACTION AND IS NOT INVOLVED IN THE NEGOTIATION, PURCHASE, OR TRANSFER OF OWNERSHIP.

ALL TERMS, CONDITIONS, AND RESPONSIBILITIES RELATED TO THE SALE PER BID P20952, INCLUDING PAYMENT, DELIVERY, AND WARRANTY (IF ANY), ARE SOLELY BETWEEN DALMATIAN FIRE EQUIPMENT LLC AND NORTH PALM BEACH FIRE RESCUE. WE ARE PROVIDING THIS INFORMATION FOR CLARIFICATION PURPOSES ONLY AND CANNOT GARANNTTEE THE FINAL VALUE OF THE USED EQUIPMENT OFFERED BY DALMATIAN FIRE EQUIPMENT LLC.

SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CONTACT ME DIRECTLY.

DALMATIAN FIRE EQUIPMENT LLC OFFER AS OF 06/20/2025 - \$9,825.00

USED EQUIPMENT DESCRIPTION	QTY	RATE	RECEIVED	AMOUNT
MSA 4.5 M7 XT FIREHAWK CBRN 2013 SPEC SCBA, PTC, QDC, PADDED LUMBAR, FIRE-RATED, USED	26	50.00	0	1,300.00
MSA ULTRALITE FACE MASK HIGH-HEAT, MED #7 - CLEANED & TESTED	54	10.00	0	540.00
MSA 60/4500-13 CARBON FIBER, NO VALVE CYLINDER, USED	3	50.00	0	150.00
MSA 45/4500-22 STEALTH CARBON FIBER, NO VALVE, CYLINDER-USED	1	350.00	0	350.00
MSA 45/4500-21 STEALTH CARBON FIBER, NO VALVE, CYLINDER-USED	9	350.00	0	3,150.00
MSA 45/4500-19 STEALTH CARBON FIBER, NO VALVE, CYLINDER-USED	5	350.00	0	1,750.00
MSA 45/4500-13 STEALTH CARBON FIBER, NO VALVE CYLINDER-USED	35	65.00	0	2,275.00
MSA 45/4500-12 STEALTH CARBON FIBER, NO VALVE CYLINDER-USED	1	40.00	0	40.00
MSA CYLINDER VALVE 4.5, USED	54	5.00	0	270.00
TOTAL: 9,825.00				

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- please access the link below for our full terms and conditions."

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Amended

QUOTATION

Quote Number
231054123

Document Date
07/22/25

Page
4/4

Currency: \$

Shipping:

Subtotal: **\$ 662,816.99**

Total Before Tax: **\$ 662,816.99**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 662,816.99

Valid Until: **04/17/2026**

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



877.989.7660 

Ten8Fire.com 

1112 Manatee Ave. E. | Bradenton, FL 34208 

July 17, 2025

Chief Scott Freseman
North Palm Beach Fire Rescue
560 US Hwy 1
North Palm Beach, FL 33408

Dear Chief Freseman,

Ten-8 Fire & Safety is pleased to continue our partnership with North Palm Beach Fire Rescue in providing SCBA's to your department. Due to the upcoming 2025 NFPA standard change and MSA price increases for January 2026 our pricing quoted cannot be guaranteed. To address these pricing concerns, the quote will remain valid for 9 months and will be subject to a one-time price adjustment.

Once MSA announces the NFPA product price and the January 1st, 2026, price increase, Ten-8 will provide a firm quote. **A MGRP (Maximum Guaranteed Retail Price) for this quote will not exceed 20% (\$110,569.50) of the original quoted price \$552,347.49.**

Original SCBA Price - \$552,347.49 + 20% (\$110,469.50) = \$662,816.99

Maximum Guaranteed Retail Price = \$662,816.99

We do appreciate the opportunity to serve your department. Please don't hesitate to reach out if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Cindy Morgan'.

Cindy Morgan
VP of Equipment Sales

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jamie Mount, P.E., Assistant Director of Public Works

DATE: August 14, 2025

SUBJECT: **RESOLUTION – Acceptance of bid from Boulder Construction, LLC for paving and drainage improvements on Riverside Road and Eastwind Drive and authorizing execution of a Contract**

Background & Project Scope:

The Village of North Palm Beach solicited bids from qualified firms to provide construction services in accordance with the terms, conditions, and specifications outlined in the Invitation to Bid (ITB) for drainage and paving improvements in the cul-de-sac of Riverside Road and along portions of Eastwind Drive. Over the years, Riverside Road has experienced significant pavement settlement, resulting in poor driveway conditions and drainage issues. Eastwind Drive, just south of Ebbtide Drive, is prone to frequent flooding due to substantial offsite stormwater runoff.

The scope of work includes the demolition and removal of existing asphalt in areas affected by pavement settlement, potential removal of unsuitable materials, installation of new drainage infrastructure, backfilling, and re-paving. Additional improvements include sidewalk and swale work—incorporating ADA-compliant upgrades—as well as milling and resurfacing of the existing roadways.

Procurement:

In accordance with the Village’s purchasing policies, the Village initiated a competitive bidding process through the issuance of an ITB. A total of eight (8) bids were received, ranging from \$203,044.60 to \$679,443.60. Boulder Construction, LLC submitted the lowest responsive and responsible bid.

Recommend for Award & Project Cost:

Boulder Construction, LLC submitted a proposal totaling \$203,044.60. After a comprehensive review by the Village’s Engineering Consultant, Engenuity Group, it was determined that Boulder’s bid was complete and that the firm has successfully completed similar projects for other area municipalities. Based on this evaluation, Village staff recommends awarding the contract to Boulder Construction, LLC.

Due to the nature of the work, Village staff also recommends a project contingency of approximately 20%, or \$41,000.00, bringing the total requested project budget to \$244,044.60.

The attached Resolution and Contract have been prepared and reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works / Streets & Grounds	17321-66210	Constr. & Major Renovation	\$203,044.60
			Contingency	\$41,000.00
			Total w/ Contingency	\$244,044.60

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Boulder Construction, LLC for construction services related to Riverside Road and Eastwind Drive improvements, in an amount not to exceed \$203,044.60 (\$244,044.60 including contingency), with funds expended from Account No. 17321-66210 (Streets & Grounds – Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A BID PROPOSAL FROM BOULDER CONSTRUCTION, LLC FOR PAVING AND DRAINAGE IMPROVEMENTS ON RIVERSIDE ROAD AND EASTWIND DRIVE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued an Invitation to Bid for Riverside Road Cul-De-Sac and Eastwind Drive Roadway Improvements; and

WHEREAS, the Village received eight bid proposals in response to the ITB, and Village Staff recommended acceptance of the lowest responsive and conforming bid proposal submitted by Boulder Construction, LLC; and

WHEREAS, the Village Council wishes to execute a Contract with Boulder Construction, LLC and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the bid proposal submitted by Boulder Construction, LLC for paving and drainage improvements to Riverside Road and Eastwind Drive at a cost not to exceed \$203,044.60, with funds expended from Infrastructure Surtax Account No. I7321-66210 (Public Works/Streets and Grounds – Construction and Major Renovation). Including contingency, the total project budget shall be \$244,044.60. The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 2025, (“Effective Date”) by and between the **Village of North Palm Beach**, a municipal corporation organized and existing under the laws of the State of Florida (“Village”), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and **Boulder Construction, LLC**, a Florida limited liability company (“Contractor”), whose address is 4674 Dyer Boulevard, Riviera Beach, Florida 33407.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village’s Invitation to Bid No. 2025-PW-02 (Riverside Road Cul-De-Sac and Eastwind Drive Roadway Improvements), and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, Contractor and the Village agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village’s Invitation to Bid No. 2025-PW-02 (Riverside Road Cul-De-Sac and Eastwind Drive Roadway Improvements), and Contractor’s response to the Invitation to Bid, including all documentation required thereunder (the “Contract Documents”). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village’s Invitation to Bid, and then the Contractor’s response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village’s Invitation to Bid, which are incorporated herein by reference (“Work”).

ARTICLE 3. COMPENSATION

The Village shall compensate Contractor in accordance with the Bid Proposal submitted in response to the Invitation to Bid, a copy of which is attached hereto and incorporated herein, and pursuant to the terms and specifications set forth in the Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager - Chuck Huff
Email: Chuff@Village-npb.org
- ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works -Jamie Mount

Email: JMount@Village-npb.org

iii. As to Contractor: Boulder Construction, LLC
4674 Dyer Boulevard
Riviera Beach, Florida 33407
Attn.: Joseph Sarquis, Authorized Member
Email: joe@boulderconstructions.com

b. Headings. The headings contained in this Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

d. Preparation. This Contract shall not be construed more strongly against either party regardless of which party was more responsible for its preparation.

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

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **(120) calendar days**.

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355;

NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, Contractor shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the Village to perform the service.
- b. Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.
- d. Upon completion of the Contract, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the services. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH

[SEAL]

By: _____
Deborah Searcy, Mayor

ATTEST:

By: _____
Jessica Green, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

CONTRACTOR
BOULDER CONSTRUCTION, LLC,

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **Boulder Construction, LLC**.
3. **Boulder Construction, LLC** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

By: _____
Print Name:
Title:

11 ORIGINAL 11

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, due date for Bids, and titled "ITB 2025-PW-02, Riverside Road Cul-De-Sac and Eastwind Drive Drainage Improvements". Included in the envelope shall be **one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: Riverside Road Cul-De-Sac and Eastwind Drive Drainage Improvements

Due Date and Time: Tuesday, July 8, 2025 at 2:00 p.m. local time

Boulder Construction

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING

SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm:	<u>Boulder Construction</u>
Owner or Principal:	<u>Joseph Sarquis - Authorized Member</u>
Years in Business:	<u>4</u>
Number of Employees:	<u>12</u>
Name of Primary Contact:	<u>Joseph Sarquis</u>
Telephone of Primary Contact:	<u>561-404-5050</u>

NOTE: The Bidder shall attach additional information demonstrating they:

- are a licensed and bonded General Contractor within Florida.

PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page. Prepare bids on the Bid Form provided with all blanks on the Bid Form filled in by typewriter or written in ink.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SARQUIS, JOSEPH

BOULDER CONSTRUCTION, LLC
4674 DYER BLVD
RIVIERA BEACH FL 33407

LICENSE NUMBER: CGC1534310

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



SECTION 5
 PROJECT BID FORMS

BID FORM					
03045.194- Riverside Road Cul-De-Sac Improvements					
Item #	Description	Unit	Quantity	Unit Cost	Total
PAVING, GRADING, AND DRAINAGE					
1	Mobilization	LS	1	7000	7000 =
2	Maintenance of Traffic	LS	1	4000	4000 =
3	Pollution Prevention	LS	1	3000	3000 =
4	Demolition	LS	1	5000	5000 =
5	Staking and Record Drawings	LS	1	5000	5000 =
6	Excavation	CY	66	27	1,782 =
7	Embankment	CY	155	25	19,375 =
8	2" Type SP-9.5 Asphaltic Concrete	SY	180	22	3,960 =
9	12" Compacted Subgrade	SY	180	40	7,200 =
10	8" Baserock w/ Prime coat	SY	180	28	5,040 =
11	Milling and Resurfacing w/ 1" SP-9.5 Asphalt	SY	535	24	12,840 =
12	4" Thick Concrete Sidewalk/Pad	SY	94	100	9,400 =
13	6" Thick Concrete Driveway	SY	88	112	9,856 =
14	Driveway Restoration Pavers	SY	55	77	4,235 =
15	Inlets, DT Bot, Type C, <10'	EA	2	6200	12,400 =
16	18" RCP - Drainage Pipe	LF	22	122	2,684 =
17	6' Wide Exfiltration Trench	LF	17	172	2,924 =
18	Removal of Unsuitable Soil	CY	100	63	6,300 =
19	Deeproot UB 48-2 Tree Root Barrier (O.A.E.)	LF	25	55	1,375 =
20	Swale Grading and Re-sodding	SY	147	15	2,205 =
Additional Alternate					
21	Geogrid	SY	50	75	3,750 =
SUBTOTAL					129,326 =
	Contingency (10%)	LS	1		12,932 =
TOTAL					142,258 =

BID FORM
03045.192 – Eastwind Drive Improvements

Item #	Description	Unit	Quantity	Unit Cost	Total
PAVING, GRADING, AND DRAINAGE					
PGD-1	Mobilization	LS	1	3500	3500 =
PGD-2	Maintenance of Traffic	LS	1	1500	1500 =
PGD-3	Pollution Prevention	LS	1	1000	1000 =
PGD-4	Clearing & Grubbing	LS	1	1000	1000 =
PGD-5	Staking and Record Drawings	LS	1	2500	2500 =
PGD-6	Excavation	CY	80	27	2160 =
PGD-7	2" Type SP-9.5 Asphaltic Concrete	SY	48	24	1,152 =
PGD-8	Milling and Resurfacing w/ 1" SP-9.5 Asphalt	SY	595	24	14,280 =
PGD-9	8" Baserock w/ Prime coat	SY	48	28	1,344 =
PGD-10	12" Compacted Subgrade	SY	48	40	1,920 =
PGD-11	Inlets, DT Bot, Type C, <10'	EA	2	6200	12,400 =
PGD-12	18" RCP Pipe	LF	76	122	9,272 =
PGD-13	Pavement Markings	LS	1	1800	1800 =
PGD-14	Sidewalk Restoration	SY	6	112	672 =
PGD-15	Detectable Warning Surface	EA	2	380	760 =
SUBTOTAL					55,260 =
	Contingency (10%)	LS	1		5,526 =
TOTAL					60,786 =

**SECTION 6
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated June 16, 2025
Addendum #2, Dated June 16, 2025
Addendum #3, Dated June 23, 2025
Addendum #4, Dated June 25, 2025
Addendum #5, Dated July 2, 2025
Addendum #6, Dated July 2, 2025
Addendum #7, Dated July 10, 2025
Addendum #8, Dated July 14, 2025
Addendum #9, Dated July, 16 2025
Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Boulder Construction

Firm Name



Signature

Joseph Sarquis, Authorized Member

Name and Title (Print or Type)

Date 07/14/2025

**SECTION 7
BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Boulder Construction

Street Address:

4674 Dyer Blvd. Riviera Beach, FL 33407

Mailing Address (if different than Street Address):

PO Box 16955, West Palm Beach, FL 33416

Telephone Number(s): 561-404-5050

Fax Number(s):

Email Address: joe@boulderconstructions.com

Federal Employer Identification Number: 86-1983338

Prompt Payment Terms: _____% _____ days' net _____ days

Signature:



(Signature of authorized agent)

Print Name: Joseph Sarquis

Title: Authorized Member

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 8
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF
CREDIT FORMAT

7.1 **AFFIDAVITS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Sworn Statement on Discrimination
- e. Scrutinized Vendor Certification
- f. Trench Safety Affidavit [if applicable]
- g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Boulder Construction

Firm Name



Signature

Joseph Sarquis, Authorized Member

Name and Title (Print or Type)

07/14/2025

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, 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 [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Boulder Construction

Firm Name



Signature

Joseph Sarquis, Authorized Member

Name and Title (Print or Type)

07/14/2025

Date

DRUG-FREE WORKPLACE

Boulder Construction is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Boulder Construction
Firm Name


Signature

Joseph Sarquis, Authorized Member
Name and Title (Print or Type)

07/14/2025
Date

**SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Joseph Sarquis

(print individual's name and title)

for Boulder Construction

(print name of entity submitting sworn statement)

whose business address is 4674 Dyer Blvd. Riviera Beach, FL 33407

and (if applicable) its Federal Employer Identification Number (FEIN) is: 86-1983338

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Joseph Sarguis

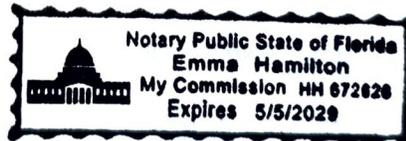
(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this 14th day of July, 2025 by Joseph Sarguis, who is personally known to me or produced personally known as identification.

Emma Hamilton

Notary Public

My Commission Expires: 5/5/29



**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Joseph Sarquis
(print individual's name and title)
for Boulder Construction
(print name of entity submitting sworn statement)

whose business address is 4674 Dyer Blvd. Riviera Beach, FL 33407

and (if applicable) its Federal Employer Identification Number (FEIN) is: 86-1983338

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.



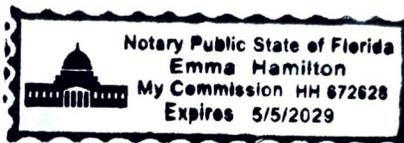
(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this 14th day of July, 2025 by Joseph Sarguis, who is personally known to me or produced personally known as identification.



Notary Public

My Commission Expires: 5/5/29



NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Joseph Sarquis, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Authorized Member of Boulder Construction, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: ITB-2025-PW-02-0-2025/JM Title: Riverside Road Cul-De-Sac and Eastwind Drive Roadway Improvements

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me by means of physical presence or online notarization this 14th day of July 2025 by Joseph Sarquis, who is personally known to me or who has produced personally known as identification.

SEAL

Notary Signature [Signature]
Notary Name: Emma Hamilton
Notary Public (State): Florida
My Commission No: HH 672628
Expires on: 5/5/29



SECTION 10

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid:

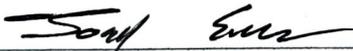
Due Date and Time:

Name of Bidder: Boulder Construction

Address: 4674 Dyer Blvd. Riviera Beach, FL 33407

Contact Person: Joseph Sarquis

Bid Amount(s): \$ 203,044 ⁰⁰

Authorized Signature: 

Date: 07/14/2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

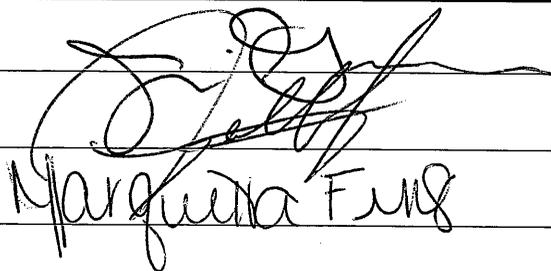
NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

Village of North Palm Beach Bid Summary Sheet

Proposal for: ITB 2025-PW-02 Riverside Rd. Cul-De-Sac and Eastwind Dr. Drainage Improvements Date: July 17, 2025 No. of Proposals Received: 8

VENDORS

RJ Engineering Construction Corp. 2101 Vista Parkway, Suite 268 West Palm Beach, Fl. 33411	Boulder Construction 4674 Dyer Blvd. Riviera Beach, Fl 33407 Joe Sarquis 561-404-5050	R&D Paving 5730 Corporate Way #214 West Palm Beach, Fl. 33407		
\$ 453,613. ⁷⁷	\$ 203,044. ⁰⁰	\$ 477,311. ⁰⁷		

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)
 Marquitta Fung	Diane Jacobs, TCLM Enterprise Tina Basile, TCLM Enterprise Alex Maxwell, R&D Paving Tiffany Kester, Heavy Civil

Village of North Palm Beach Bid Summary Sheet

Proposal for: ITB 2025-PW-02 Riverside Rd. Cul-De-Sac and Eastwind Dr. Drainage Improvements Date: July 17, 2025 No. of Proposals Received: 8

VENDORS

Dekora, LLC General Contractors 12011 SW 129 th Court, Unit 5 Miami, Fl. 33186 786-573-1872	Southern Underground Industries 794 S Military Trail Deerfield Beach, Fl. 33442	TCLM Enterprise, Inc. 13720 Hamlin Blvd. West Palm Beach, Fl. 33412 561-248-1470	Heavy Civil Inc. 8230 210 th St. S Suite 215 Boca Raton, Fl. 33433	CWR Contracting Inc. 8530 SW Jayme Way Palm City, Fl. 34990
\$ 574,872. ⁰⁰	\$ 356,670. ⁶⁰	\$ 242,136. ⁴⁰	\$ 319,910. ⁸⁰	\$ 679,443. ⁶⁰

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)
	Joseph Sarquis, Boulder Construction Aarian Teal, CWR Contracting

INVITATION TO BID
ITB 2025-PW-02

Riverside Road Cul-De-Sac and Eastwind Drive
Roadway Improvements



Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408-4906

Village of North Palm Beach
INVITATION TO BID
ITB 2025-PW-02

**Riverside Road Cul-De-Sac and Eastwind Drive
Drainage Improvements**

The Village of North Palm Beach is seeking Bids from qualified selected firms to construct paving and drainage improvement to Eastwind Drive and the cul-de-sac of Riverside Road.

Bid documents are available on the Village of North Palm Beach website at <http://www.village-npb.org/bids.aspx>, www.demandstar.com, or by contacting the Village Public Work's office at (561) 561-691-3440.

Sealed Bids must be clearly marked **“ITB 2025-PW-02, Riverside Road Cul-De-Sac and Eastwind Drive Roadway Improvements”** and delivered to the Village Clerk at 501 US Highway One, North Palm Beach, Florida, 33408. The deadline for submission of bids is **Tuesday, July 15, 2025 at 2:00 p.m. local time**. Bids submitted after the established deadline will not be accepted and will be returned to the sender unopened

There is no mandatory pre-bid meeting scheduled for this project.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Bid documents. Any questions regarding the substance of the Invitation to Bid documents or the scope of services must be submitted in writing via email to Jamie Mount, Public Works, jmount@village-npb.org.

The Village reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to select the Bidder that it deems will best serve the interests of the Village.

VILLAGE OF NORTH PALM BEACH, FLORIDA

Chuck Huff, Village Manager

Publish: Palm Beach County Legal Notices Website
Date: June 12, 2025

Publish: DemandStar
Date: June 12, 2025

Publish: Village of NPB Website
Date: June 12, 2025

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SECTION 1 GENERAL TERMS AND CONDITIONS

- 1.1 **DEFINITIONS**
Bid: any offer(s) submitted in response to an Invitation to Bid.
- Bidder: person or firm submitting a Bid in response to an Invitation to Bid.*
- Bid Solicitation, Solicitation, or Invitation to Bid: this Solicitation documentation, including any and all addenda.*
- Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.*
- Village: shall refer to the Village of North Palm Beach, Florida.*
- Contract or Agreement: The Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the Contract or agreement between the Village and the Bidder.*
- Contractor: successful Bidder or Bidder who is awarded a Contract to provide goods or services to the Village.*
- Public Works Department: The Public Works Department of the Village of North Palm Beach, Florida.*
- Responsible Bidder: A Bidder which has the capability in all respects to perform in full the Contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.*
- Responsive Bidder: A Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.*
- 1.2 **CONE OF SILENCE**
This Invitation to Bid is subject to the "Cone of Silence" provisions of Section 2-355 of the Palm Beach County Code of Ordinances. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.
- 1.3 **ADDENDUM**
The Public Works Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.
- 1.4 **LEGAL REQUIREMENTS**
This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable local, State, and Federal laws and regulations.
- 1.5 **CHANGE OF BID**
Prior to the scheduled Bid opening, a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
- 1.6 **WITHDRAWAL OF BID**
A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Public Works Department prior to the Bid opening date may withdraw a Bid.
- 1.7 **CONFLICTS WITHIN THE BID SOLICITATION**
Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- 1.8 **PROMPT PAYMENT TERMS**
It is the policy of the Village of North Palm Beach that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.
- 1.9 **DISCOUNTS (PROMPT PAYMENTS)**
Discounts will not be applicable to this contract.
- 1.10 **PREPARATION OF BIDS**
The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms may result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall

use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**

The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.

The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".

When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.11 CANCELLATION OF BID SOLICITATION
 The Village of North Palm Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when, at the sole discretion of the Village, it is in the best interest of the Village.

1.12 AWARD OF CONTRACT
 The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.

The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined by the Village, at the sole discretion of the Village, to be in the Village's best interest to do so.

The Village reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.

The Bidder's performance as a prime Contractor or subcontractor on previous Village Contracts may be taken into account in evaluating the Bid received for this Bid Solicitation.

The Village will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.

The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the awarded Bid, the purchase order, and any change order(s) shall constitute the Contract.

The Public Works Director will decide all tie Bids.

Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.

1.13 CONTRACT EXTENSION
 Contract extensions will not be applicable to this contract.

1.14 WARRANTY
 All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 ESTIMATED QUANTITIES
 Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.16 NON-EXCLUSIVITY
 It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other Contracts, use of any Contractor, or perform the work with its own employees.

1.17 CONTINUATION OF WORK
 Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.18 LAWS AND REGULATIONS
 The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state,

and local laws that may affect the goods and/or services offered.

1.19 **LICENSES, PERMITS AND FEES**

The awarded Bidder shall hold all licenses and/or certifications, obtain, and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder. The Village will reimburse the awarded Bidder all required permit fees.

1.20 **SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the Contract for default.

1.21 **ASSIGNMENT**

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title, or interest therein, or its power to execute such Contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the Contract for default.

1.22 **RESPONSIBILITIES AS EMPLOYER**

The employee(s) and agent(s) of the awarded Bidder shall be considered to be at all times its employee(s) and agent(s)), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) or agent(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee or agent it deems unacceptable. All employees and agents of the awarded Bidder shall wear proper identification.

1.23 **INDEMNIFICATION**

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall

pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its elected officials, officers, employees, agents, and instrumentalities as herein provided.

If the Contract is for construction of a Village project, the Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes.

1.24 **COLLUSION**

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the Bidder is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the Bidder's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder

identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for Contract award.

provide access to all of its records, which relate directly or indirectly to the Contract, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to the Contract, and upon request, make them available to the Village for three (3) years following expiration of the Contract. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

1.25 **MODIFICATION OF CONTRACT**

The Contract may be modified by mutual consent, in writing, through the issuance of a modification to the Contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.30 **OFFICE OF THE INSPECTOR GENERAL**

In accordance with Palm Beach County Ordinance No. 2011-009, the Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Bidders should review Palm Beach County Ordinance No. 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

1.26 **TERMINATION FOR CONVENIENCE**

The Village, at its sole discretion, reserves the right to terminate any Contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the Contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

1.31 **PRE-AWARD INSPECTION**

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.27 **TERMINATION FOR DEFAULT**

The Village reserves the right to terminate any Contract, in part or in whole, or place the awarded Bidder on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidders' failure to timely cure any default shall serve to automatically terminate any Contract entered into pursuant to this ITB. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The awarded Bidder will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.32 **PUBLIC RECORDS AND PROPERTY OF THE VILLAGE**

Any material submitted in response to this Invitation to Bid shall become a public record and shall be subject to public disclosure in accordance with the Florida Public Records Law (Chapter 119, Fla. Stat.), except as otherwise provided by Chapter 119 or other applicable state or federal law. If a Bidder contends that part of its Bid is not subject to disclosure, the Bidder shall identify specifically any information contained in the Bid that the Bidder considers confidential or otherwise exempt from disclosure, and the Bidder shall cite the specific section of the law creating the exemption for such information. The Village reserves the right to make all determinations concerning the applicability of the Florida Public Records Law to any record submitted in response to this ITB.

All material submitted in response to this Solicitation becomes the property of the Village. The Village has the right to use any or all ideas presented in any response to this Solicitation, whether amended or not, and disqualification or rejection of a Bid does not affect this right.

1.28 **FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its Contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other Contracts with such individual, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.33 **ADDITIONAL FEES AND SURCHARGES**

Unless provided for in the Contract, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.29 **ACCESS AND AUDIT OF RECORDS**

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall

1.34 **COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under the Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

enforce compliance with this Solicitation, the Contract or interpret same, or if any administrative proceeding is brought for the same purposes, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including appellate fees and costs.

1.35 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which address Affirmative Action requirements for disabled workers, are incorporated into this Solicitation and resultant Contract by reference.

1.36 **BINDING EFFECT AND NO THIRD-PARTY BENEFICIARIES**

All of the terms and provisions of the Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

Nothing in the Contract shall be construed as giving any rights or benefits to any third-party other than the Village and the awarded Bidder.

1.37 **ANNUAL APPROPRIATION**

The Village's obligation pursuant to any Contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any Contract or agreement awarded shall result in automatic termination of the Contract or agreement. A non-appropriation event shall not constitute a default or breach of said Contract or agreement by the Village.

1.38 **GOVERNING LAW, VENUE, DISPUTES, AND REMEDIES.**

*This Solicitation and all transactions contemplated by the resultant Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. **The Village and Bidders knowingly, voluntarily and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Solicitation and the Contract.***

Prior to the filing of any claim, proceeding or litigation related to the Invitation to Bid or resulting contract, all claims, counter-claims, disputes, and other matters in questions between the Bidder and the Village will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding, or litigation.

1.39 **ATTORNEY'S FEES**

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to

1.40 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The Village of North Palm Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of Contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of the Contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with the Contract.

1.41 **AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS**

It is agreed and understood that any Village department or agency may access the Contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.42 **CRIMINAL HISTORY BACKGROUND CHECKS**

Prior to contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

1.43 **LABOR, MATERIALS, AND EQUIPMENT**

Unless specified elsewhere in the Solicitation or resultant Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.44 **PURCHASE OF OTHER ITEMS**

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the Contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the Contract. The Village, at its sole discretion, will determine if

the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another Contract vendor, or a non-Contract vendor.

beyond the original Contract price which were incurred by the Village as a result of having to secure the services of another vendor.

1.45 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

1.49 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the Village may (a) place the awarded Bidder in default of its Contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

1.46 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity; may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in [s. 287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.50 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under the Contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

1.47 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Village.

1.51 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.48 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the Village reserves the authority to cancel the Contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for payment to the awarded Bidder for work that was completed, and items delivered by the awarded Bidder and accepted by the Village in accordance with the Contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and

1.52 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the Contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

1.53 TAXES

The Village of North Palm Beach is exempt from Federal and State taxes for tangible personal property. The Village is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its

suppliers for materials used to fill any contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

1.54 **BIDDER'S COSTS**

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.55 **SUBSTITUTION OF PERSONNEL**

It is the intention of the Village that the awarded Bidder's personnel proposed for the Contract shall be available for the initial Contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the Contract for cause.

1.56 **FORCE MAJEURE**

The Village and the awarded Bidder are excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.57 **NOTICES**

Notices shall be effective when received at the addresses specified in the Contract. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Bidder and the Village of North Palm Beach.

1.58 **SEVERABILITY**

Any provision or part of this Solicitation or the resulting Contract held to be void or unenforceable shall be deemed stricken and all remaining provisions shall be deemed valid and enforceable to the extent permitted by law. The Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

1.59 **SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Pursuant to Section 287.0571, Florida Statutes, the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

1.60 **NO CONTINGENT FEES**

The Bidder represents and warrants to the Village that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure the Contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of the Contract. Further, the Bidder also acknowledges that it has not agreed as an expressed or implied condition for obtaining the Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out the Contract. It is understood and agreed by the Bidder that, upon the breach or violation of this provision, the Village shall have the right to terminate the Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

1.61 **INDEPENDENT CONTRACTOR**

The status of the Bidder under any resulting contract is that of an independent contractor. Nothing herein shall create or be construed as creating a partnership or joint venture between the Village and the Bidder. The Bidder does not have the power or authority to bind the Village in any promise, contract, or representation other than as specifically provided for herein (if any).

1.62 *NO LIEN RIGHTS*

The Bidder and any subcontractor utilized by the Bidder shall have no lien rights regarding any property owned by the Village or otherwise.

1.63 *SOVEREIGN IMMUNITY*

Nothing herein shall be construed as a waiver of Village's sovereign immunity, the limits of Section 768.28, Florida Statutes, nor the Village's consent to be sued by third parties. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to the resulting contract to claims or actions arising in tort and/or contract.

1.64 *IRON AND STEEL PRODUCTS*

If the Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, or for the purchase of materials for a public works project, any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

1.65 *LUMBER, TIMBER, AND OTHER FOREST PRODUCTS*

If the Contract is for public work for the construction of public bridges, buildings, or other structure, lumber, timber, and other forest products must be produced and manufactured in the State of Florida, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal to out of state materials, unless otherwise exempted pursuant to Section 255.20(3)(b), Florida Statutes.

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to select a contractor for the construction of the proposed drainage improvements on Riverside Road and Eastwind Drive, in accordance with the plans, terms, conditions, and specifications contained in this Invitation to Bid.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT

The Term of the Contract shall commence on the date of contract execution and shall continue until the satisfactory completion and acceptance of the works specified in the contract. The expected duration of the project, including procurement, is one hundred and twenty (120) days, commencing from the start date specified in the Village issued Notice to Proceed.

The Contractor shall complete all work, including but not limited to construction, renovation, and installation works, in accordance with the project timeline outlined in the contract. Any delays or extensions beyond the initial estimated completion date must be duly justified and are subject to approval by the Village of North Palm Beach.

Additionally, the Contractor is responsible for thorough site restoration and cleanup, including the repair of any areas used as staging or damaged during the project.

It is understood that the completion date is an estimate and may be subject to changes due to unforeseen circumstances. In such cases, the Contractor will provide timely notification and justification for any requested extensions. All extensions are subject to the review and approval of the Village of North Palm Beach.

2.5 OPTIONS TO RENEW

Renewal options are not included with this contract solicitation.

2.6 VENDOR REQUIREMENTS

The Village will award the Contract to the lowest priced responsible Bidder. The responsible Bidder must successfully demonstrate that they:

- Are a licensed and bonded General Contractor within the State of Florida.
- Have successfully completed similar projects within the last three (3) years.
- Can provide at least three (3) references from past projects.

The Village reserves the sole right to waive any of the requirements outlined above in selection of a contractor to provide the requested services.

2.7 PRICES

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the Contract Term, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS

Price adjustments will not be applicable to this contract.

2.9 EXAMINATION OF SERVICE AREA

The Village will make arrangements for the awarded Bidder to examine the areas where services are to be performed, if requested by the awarded Bidder.

2.10 EQUAL PRODUCTS

Intentionally Omitted

2.11 TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES

Time is of the essence in all respects under the Contract, and the parties agree that the Village will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and awarded Bidder agree that as liquidated damages for delay (but not as a penalty) the awarded Bidder shall pay to the Village an amount equal to \$1000.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the Awarded Bidder.

2.12 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the Village.

The required insurance coverage must be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of North Palm Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of North Palm Beach.

The awarded Bidder must submit a current Certificate of Insurance, naming the "Village of North Palm Beach, its elected officials, employees, and agents" as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. **WORKERS COMPENSATION**

Awarded Bidder shall carry Workers Compensation Insurance to apply for all employees in compliance with the “Workers Compensation Law” of the State of Florida and all applicable Federal laws. The Village reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. **COMPREHENSIVE GENERAL LIABILITY**

Awarded Bidder shall carry Comprehensive General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000.00); and include Products/Completion Liability of Two Million Dollars (\$2,000,000). Such certificate shall list the Village as additional insured.

NOTE: If Comprehensive General Liability limits are less than Two Million Dollars (\$2,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than Two Million Dollars (\$2,000,000.00).

iii. **AUTOMOBILE LIABILITY**

Awarded Bidder shall carry Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The awarded Bidder shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the awarded Bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis.

The awarded Bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of North Palm Beach its elected officials, employees, and agents as an additional insured.

2.13 **BID BOND/GUARANTY**

Not Applicable

2.14 **PERFORMANCE BOND**

As required by Section 255.05(1), Florida Statutes, the awarded Bidder shall record in the public records a statutory payment and performance bond prior to commencing work.

2.15 **CERTIFICATIONS**

Any Bidder which submits an offer in response to this Solicitation shall, at the time of such offer, hold the applicable certificate or license, issued by the State or County Examining Board qualifying the Bidder to perform the work under this Contract. A copy of the License or Certificate should be submitted with the Bid.

2.16 **METHOD OF PAYMENT**

The awarded Bidder shall submit an invoice to the Village department after the work has been completed and accepted by the Village. The date of the invoice shall not exceed thirty (30) calendar

days from completion and acceptance of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the work performed, the Contract number, purchase order number, and any discounts.

2.17 DELIVERY REQUIREMENTS
Intentionally Omitted

2.18 WARRANTY REQUIREMENTS
In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or services against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period, regardless of whether the Bidder is under Contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the Bidder does not constitute a waiver of these warranty provisions.

2.19 ADDITIONAL DEPARTMENTS
Although this Solicitation and resultant Contract identifies the Public Works Department as the main user department of the Contract, it is hereby agreed and understood that any Village department or agency facility may be added to the Contract at the option of the Village, for similar services.

2.20 CLEAN UP
The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Village's authorized representative.

2.21 DEMONSTRATION OF EQUIPMENT
Not Applicable

2.22 HOURLY RATE
The hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The hourly rate shall be paid based on each actual hour worked, or part thereof.

2.23 PATENTS AND ROYALTIES
The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article, upon request, to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.24 PRE-CONSTRUCTION CONFERENCE

The awarded Bidder shall schedule a Preconstruction Conference, with the Village of North Palm Beach Public Works Department, within ten (10) days of notification of award. The Preconstruction Conference shall be held a minimum of fifteen (15) business days in advance of construction commencement.

2.25 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.073, *Florida Statutes* all payments to the subcontractors shall be made by the awarded Bidder within ten (10) days of receipt of the partial payment from the Village. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the Village's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.26 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

No subcontracting will be allowed for the work projects contemplated in the Contract resultant from this Solicitation. However, for certain projects or emergencies, the Village may allow the awarded Bidder to sub-contract some of the work, if such sub-contracting is deemed necessary, by the Village, for the effective and proper completion of the work.

2.27 OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

2.28 CONDITIONS OF WORK; DAMAGES

If property (public or private) is damaged while the awarded Bidder is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the awarded Bidder in a manner acceptable to the Village. The property shall include, but not be limited to: boat docks, boat lifts, pilings, playing field surfaces, irrigation installations, structures,

parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

The awarded Bidder shall submit to the Village for review, pictures or video of the work site(s) having pre-existing damage to structures, playing field surfaces, irrigation and drainage installations, parkways, sidewalks, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the awarded Bidder to make repairs as per the terms of this Section.

Notwithstanding the above, the awarded Bidder must take all necessary and reasonable precautions to prevent disruption or damage to Village facilities and properties, and private properties. If the awarded Bidder believes that work assigned may cause unpreventable damage, the awarded Bidder must bring the situation to the attention of the authorized Village representative so that mitigation methods can be developed. Such mitigation efforts by the Village, shall not absolve the awardee Bidder from responsibility to repair and make good any damage to public or private property.

2.29 HOURS OF WORK

The Village's normal hours of work are: Mondays – Fridays, 8:00am – 5:00pm; except for holidays. Any work performed outside these hours shall be properly identified and categorized as after-hours or weekend work.

Since emergencies may occur at any time, emergency work will be compensated based on the specific rates offered by the awarded Bidder for such work, whether the work is performed during normal working hours, weekends, or on holidays.

2.30 APPEARANCE

The awarded Bidder(s) shall be responsible for the appearance of all its employees while assigned on Village projects. The Bidder's employees must wear clean clothing, and attire acceptable to the Village, and must meet all appropriate protective and safety regulations.

2.31 PAYMENT

The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the project. Contractor's invoices shall be submitted to:

Village of North Palm Beach
Attn: Finance Department
501 U.S. Highway One
North Palm Beach, FL 33408

The Village's Public Works Director or designee will review each invoice submitted by the Contractor. If approved, the Village will make payment in accordance with the Contract Documents. If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Village will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Village the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Village shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request (“Punch List Walkthrough”). The Village shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Village no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Village and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Village), the Contractor shall submit a “final invoice” to the Village. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Village shall pay the remainder including any amount held as retainage.

Notwithstanding the foregoing, the Village shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Village.

Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Village releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.

Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

2.32 EXCLUSIVITY

The Contract to be awarded under this Solicitation shall be exclusively awarded to a single Bidder.

SECTION 3 SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS

The Village of North Palm Beach is seeking Bids from qualified firms to provide professional construction services, within the Village of North Palm Beach, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

The awarded Bidder will provide services in accordance with the approved construction plans contained in Section 9 – Plan Exhibits.

The scope of the project is summarized as the construction of paving and drainage improvements to the cul-de-sac of Riverside Road and along Eastwind Drive. Portions of the cul-de-sac of Riverside Road do not currently properly drain, and there are steep slopes on two driveways that need to be corrected. Scope of work will include demolition and removal of the existing asphalt in the area, removing unsuitable materials, installing drainage system, backfilling, and re-paving. Associated sidewalk and swale improvements will also be involved. Portions of the Eastwind Drive do not currently properly drain. Scope of work will include milling and resurfacing, demolition and removal of the existing asphalt in the indicated areas, removing unsuitable materials, installing drainage system, backfilling, and re-paving. Associated sidewalk and ADA improvements will also be involved.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, due date for Bids, and titled "ITB 2025-PW-02, Riverside Road Cul-De-Sac and Eastwind Drive Drainage Improvements". Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: Riverside Road Cul-De-Sac and Eastwind Drive Drainage Improvements

Due Date and Time: Tuesday, July 8, 2025 at 2:00 p.m. local time

Name of Bidder

**SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING**

SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: _____

Owner or Principal: _____

Years in Business: _____

Number of Employees: _____

Name of Primary Contact: _____

Telephone of Primary Contact: _____

NOTE: The Bidder shall attach additional information demonstrating they:

- are a licensed and bonded General Contractor within Florida.

PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page. Prepare bids on the Bid Form provided with all blanks on the Bid Form filled in by typewriter or written in ink.

**SECTION 5
 PROJECT BID FORMS**

BID FORM					
03045.194- Riverside Road Cul-De-Sac Improvements					
Description		Unit	Quantity	Unit Cost	Total
Item #	PAVING, GRADING, AND DRAINAGE				
1	Mobilization	LS	1		
2	Maintenance of Traffic	LS	1		
3	Pollution Prevention	LS	1		
4	Demolition	LS	1		
5	Staking and Record Drawings	LS	1		
6	Excavation	CY	66		
7	Embankment	CY	155		
8	2" Type SP-9.5 Asphaltic Concrete	SY	180		
9	12" Compacted Subgrade	SY	180		
10	8" Baserock w/ Prime coat	SY	180		
11	Milling and Resurfacing w/ 1" SP-9.5 Asphalt	SY	535		
12	4" Thick Concrete Sidewalk/Pad	SY	94		
13	6" Thick Concrete Driveway	SY	88		
14	Driveway Restoration Pavers	SY	55		
15	Inlets, DT Bot, Type C, <10'	EA	2		
16	18" RCP - Drainage Pipe	LF	22		
17	6' Wide Exfiltration Trench	LF	17		
18	Removal of Unsuitable Soil	CY	100		
19	Deeproot UB 48-2 Tree Root Barrier (O.A.E.)	LF	25		
20	Swale Grading and Re-sodding	SY	147		
Additional Alternate					
21	Geogrid	SY	50		
SUBTOTAL					
	Contingency (10%)	LS	1		
TOTAL					

BID FORM
03045.192 – Eastwind Drive Improvements

Description		Unit	Quantity	Unit Cost	Total
Item #	PAVING, GRADING, AND DRAINAGE				
PGD-1	Mobilization	LS	1		
PGD-2	Maintenance of Traffic	LS	1		
PGD-3	Pollution Prevention	LS	1		
PGD-4	Clearing & Grubbing	LS	1		
PGD-5	Staking and Record Drawings	LS	1		
PGD-6	Excavation	CY	80		
PGD-7	2" Type SP-9.5 Asphaltic Concrete	SY	48		
PGD-8	Milling and Resurfacing w/ 1" SP-9.5 Asphalt	SY	595		
PGD-9	8" Baserock w/ Prime coat	SY	48		
PGD-10	12" Compacted Subgrade	SY	48		
PGD-11	Inlets, DT Bot, Type C, <10'	EA	2		
PGD-12	18" RCP Pipe	LF	76		
PGD-13	Pavement Markings	LS	1		
PGD-14	Sidewalk Restoration	SY	6		
PGD-15	Detectable Warning Surface	EA	2		
SUBTOTAL					
	Contingency (10%)	LS	1		
TOTAL					

**SECTION 6
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

**SECTION 7
BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 8
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF
CREDIT FORMAT

7.1 **AFFIDAVITS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Sworn Statement on Discrimination
- e. Scrutinized Vendor Certification
- f. Trench Safety Affidavit [if applicable]
- g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, 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 [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of physical presence or online notarization this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

_____ (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

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

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$

_____ (Signature) _____ (Date)

STATE OF _____

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me by means of physical presence or online notarization on _____ (date) by

_____ (name). He/She is personally known to me or has

Presented _____ (type of identification) as identification.

 Notary Public Signature and Seal

 Print Notary Name and Commission No.

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

SECTION 8 SAMPLE CONTRACT FORMAT

Below is the standard contract format for this Invitation to Bid. This is a sample contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the “effective date”) by and between the Village of North Palm Beach, a Florida municipal corporation (“Village”), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village’s Invitation to Bid No. _____, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Village agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village’s Invitation to Bid No. _____, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder (the “Contract Documents”). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village’s Invitation to Bid No. _____ and then the Contractor’s response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village’s Invitation to Bid, which are incorporated herein by reference (“Work”).

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager -Chuck Huff
Email: Chuff@Village-npb.org

- ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works -Jamie Mount
Email: JMount@Village-npb.org

- iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

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

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **(120) calendar days**.

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief

that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, Contractor shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the Village to perform the service.
- b. Upon request from the Village's custodian of public records, provide the Village with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.
- d. Upon completion of the Contract, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the services. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

ARTICLE 8. HUMAN TRAFFICKING

Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
Deborah Searcy, Mayor

ATTEST:

By: _____
Jessica Green, MMC, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20__ by _____, as _____, of _____, a company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [Contractor], to the same.

Notary Public

Print Name: _____

My commission expires: _____

SECTION 9

PLANS & EXHIBITS

Riverside Road

- Civil Engineering plans -Engenuity Group, dated 3/14/25.
- Geotechnical Report, Tierra South Florida, dated 3/6/24

Eastwind Drive

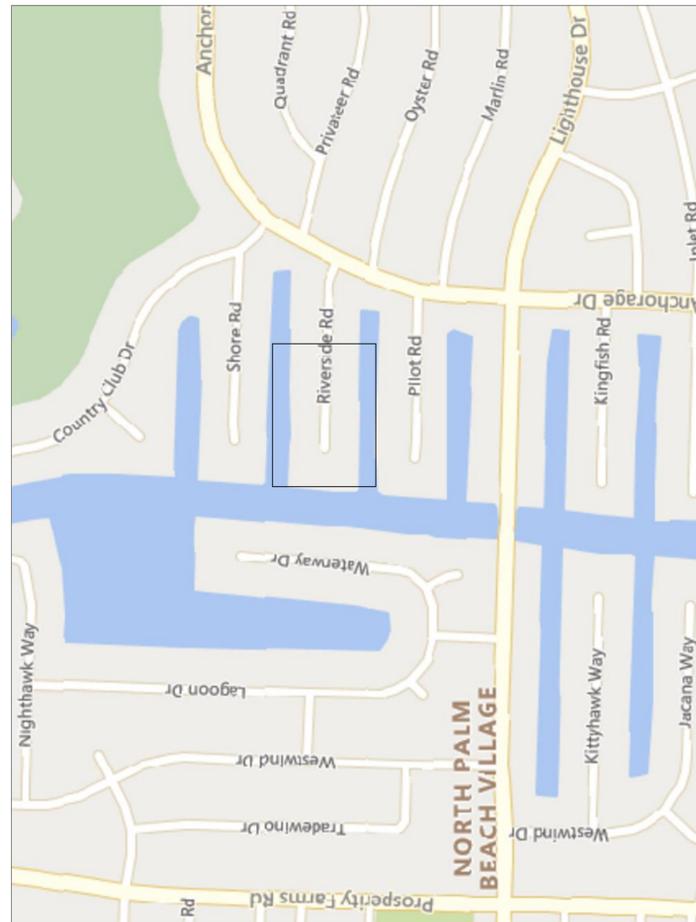
- Civil Engineering plans - Engenuity Group, dated 3/17/25.

RIVERSIDE ROAD CUL-DE-SAC DRAINAGE IMPROVEMENTS

ENGINEERING PLANS

MARCH 2025

VILLAGE OF NORTH PALM BEACH



PROJECT LOCATION (NTS)



DRAWING INDEX

SHEET NO.	SHEET TITLE
C-1	COVER SHEET
C-2	PAVING, GRADING, & DRAINAGE PLANS
C-3	PAY ITEMS
C-4	DETAILS
C-5	NOTES

TOTAL NO. OF SHEETS - 5

NO.	DATE	REMARKS	BY

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ADAM C. SWANEY, P.E.
LICENSE #72235

RIVERSIDE RD CUL-DE-SAC
NORTH PALM BEACH, FLORIDA
PALM BEACH COUNTY
COVER

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engenuity inc.
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WEST PALM BEACH, FLORIDA 33409
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DATE	DRAWN	PROJECT	CHECKED
MARCH 2025	KG	ACS	ACS

PROJECT NO. 03045.194



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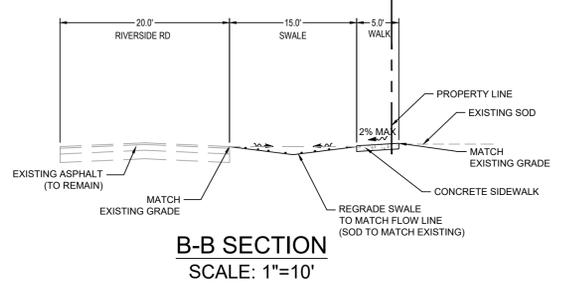
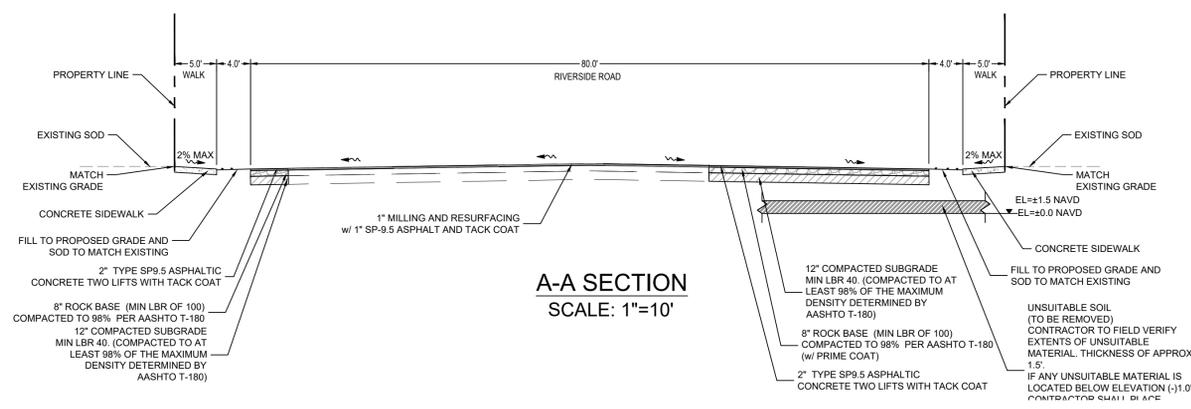
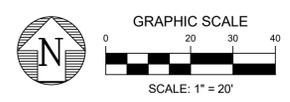
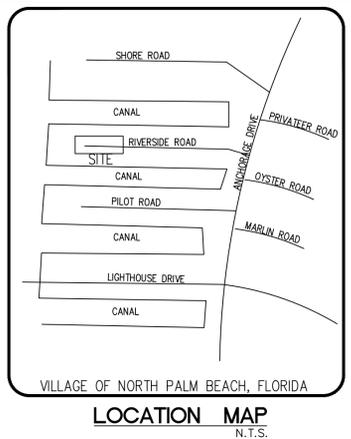
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DATE	DRAWN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT
MARCH 2025	KG	ACS	ACS	ACS	ACS	ACS

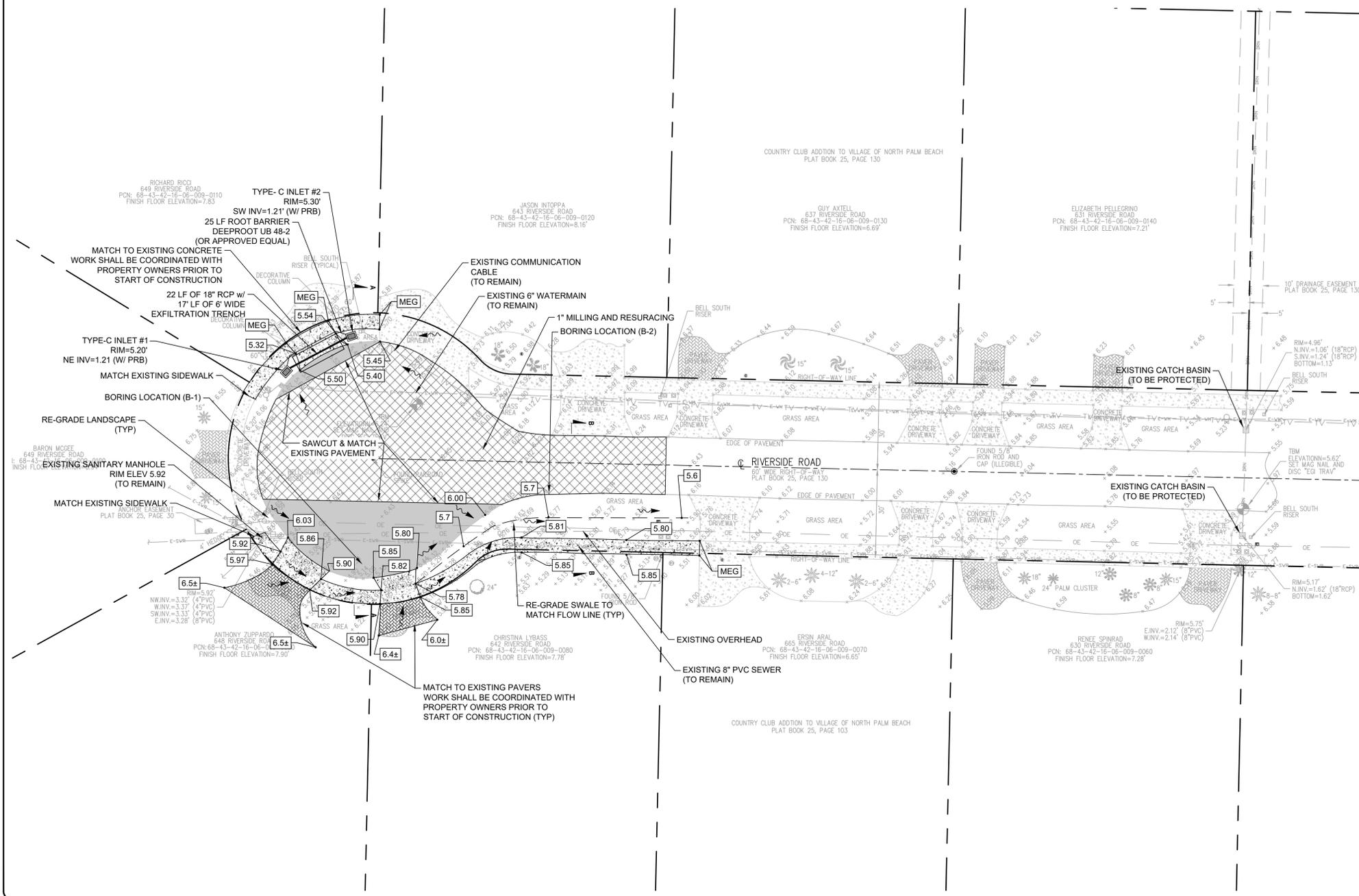


- LEGEND: (ABBREVIATIONS)**
- EL ELEVATION
 - EXIST EXISTING
 - FFE FINISH FLOOR ELEVATION
 - FT FEET OR FOOT
 - NTS NOT TO SCALE
 - RW RIGHT-OF-WAY
 - SD STORM DRAINAGE
 - SF SQUARE FEET
 - SS SANITARY SEWER
 - TEMP TEMPORARY
 - TYP TYPICAL
 - UE UTILITY EASEMENT
 - w/ WITH
 - WM WATERMAIN

- LEGEND:**
- EXISTING**
- MEASURED ELEV.
 - STORM
 - WATER
- PROPOSED**
- FULL DEPTH PAVEMENT
 - CONCRETE DRIVEWAY AND SIDEWALK
 - DRIVEWAY PAVERS
 - 1" MILLING & RESURFACING
 - FINISHED GRADE ELEVATION
 - FINISHED SOD ELEVATION
 - DRAINAGE FLOW DIRECTION

GENERAL NOTES:

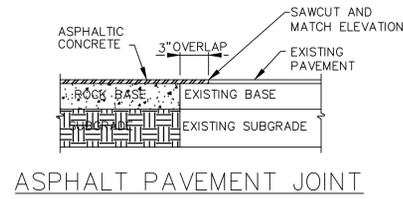
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988) AND REFERENCE THE FOLLOWING BENCHMARKS:
NAME: MACAO ELEVATION= 12.816 NAVD 88
STAMPED: MACAO
- NAME: WESSENDORF ELEVATION= 10.389 NAVD 88
STAMPED: WESSENDORF
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC.
- LAST DATE OF FIELD SURVEY: 2-20-2024
- CONTRACTOR TO COLOR COAT ASPHALT PATH TO MATCH EXISTING.
- UNSUITABLE SOIL SHALL BE REMOVED AND REPLACED WITH CLEAN SOIL. COMPACT TO AT LEAST 98% OF THE MAXIMUM DENSITY DETERMINED BY AASHTO T-180.
- CONTRACTOR SHALL RE-GRADE SWALES TO MATCH FLOW LINE AS SHOWN. REPLACE SOD WITH ST AUGUSTINE. IRRIGATION SHALL BE REPLACED/REPAIRED TO MATCH EXISTING. GRADE SOIL TWO INCHES LOWER THAN PROPOSED FINAL GRADE, PRIOR TO SOD PLACEMENT.



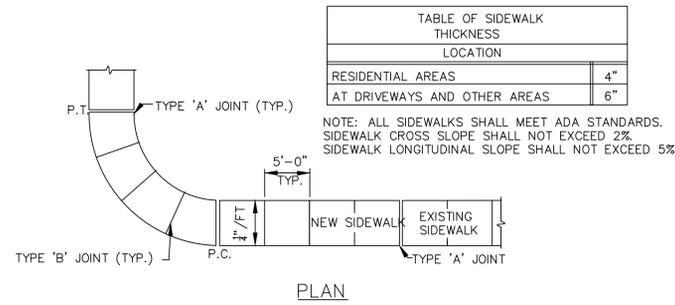
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JULAND Projects P2020045 194 Riverside Rd Cul-de-Sac Drainage IssueDWG03045 194 ENG.dwg DATE: 3/14/2025 9:53 AM
JOB NO. 03045.194



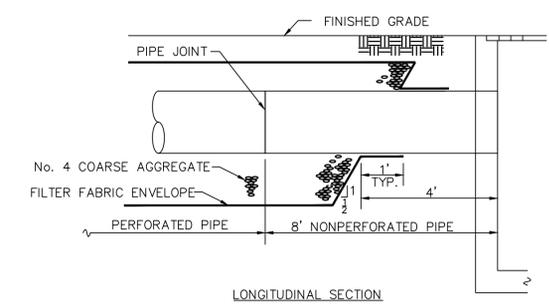
ASPHALT PAVEMENT JOINT



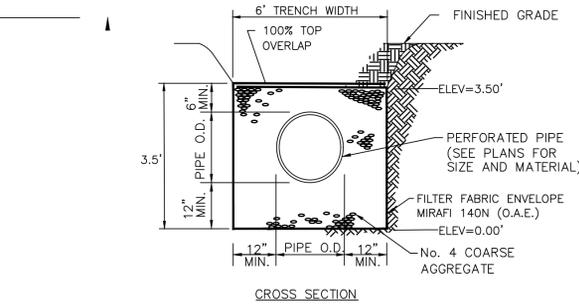
CONCRETE SIDEWALK

TABLE OF SIDEWALK THICKNESS	
LOCATION	
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

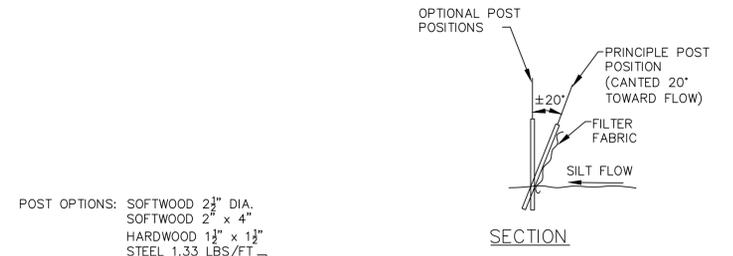
NOTE: ALL SIDEWALKS SHALL MEET ADA STANDARDS. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%. SIDEWALK LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.



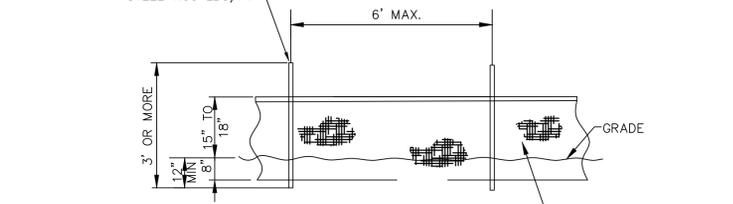
EXFILTRATION TRENCH



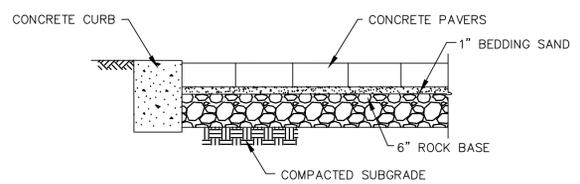
EXFILTRATION TRENCH



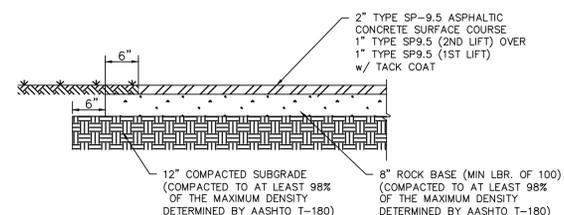
SILT FENCE



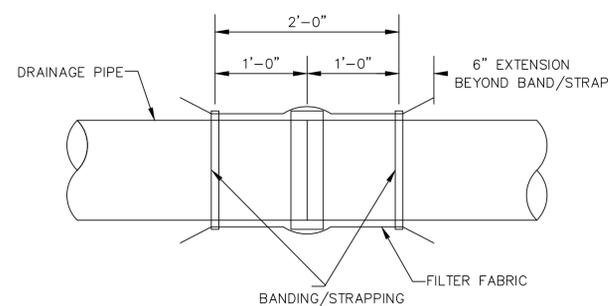
SILT FENCE



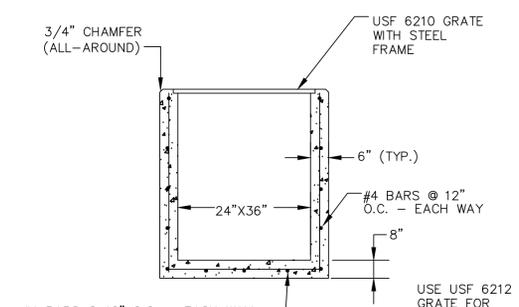
DRIVEWAY CONCRETE PAVER SECTION



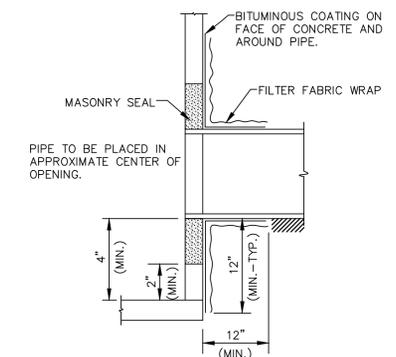
ASPHALT PAVEMENT SECTION



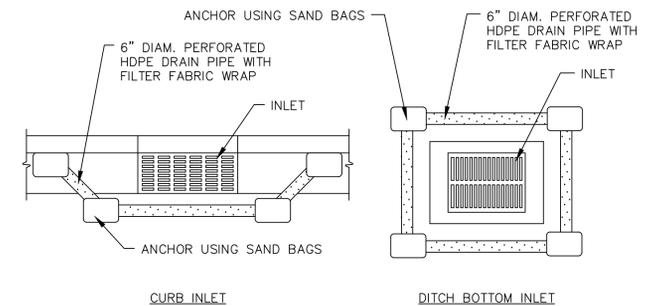
FILTER FABRIC JOINT WRAP



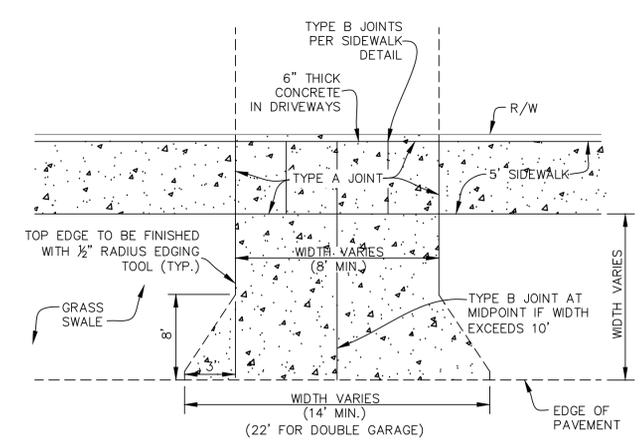
DRAINAGE INLET - TYPE C



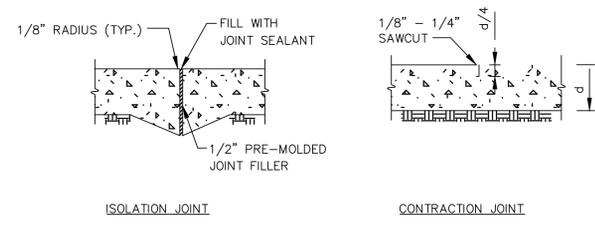
FILTER FABRIC WRAP ON GROUTED PIPE TO STRUCTURE JOINT



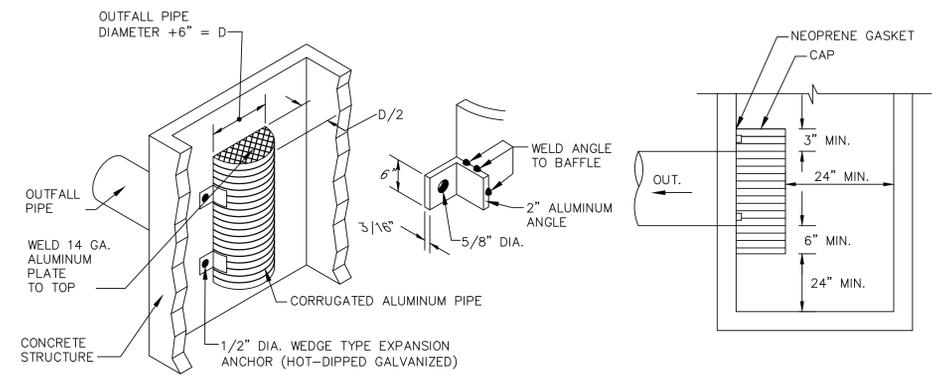
STORM DRAIN INLET PROTECTION



DRIVEWAY DETAIL



CONCRETE PAVEMENT SECTION



POLLUTION CONTROL BAFFLE

TOP OF BAFFLE SHALL BE 12 INCHES BELOW TOP OF STRUCTURE. BOTTOM OF BAFFLE SHALL BE 24 INCHES ABOVE BOTTOM OF STRUCTURE. BOTTOM OF BAFFLE SHALL BE 6 INCHES BELOW OUTFALL PIPE INVERT.

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DATE	DRAWN	PROJECT ENGINEER	CHECKED
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DATE	DATE



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GENERAL:

- 1. WORK INCLUDED:
A. THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERINTENDENCE, QUALITY CONTROL, MATERIALS, PLANT, POWER, LIGHT, HEAT, FUEL, WATER, TOOLS, APPLIANCES, EQUIPMENT, SUPPLIES, AND OTHER MEANS OF CONSTRUCTION NECESSARY AND PROPER FOR PERFORMING AND COMPLETING THE WORK.
B. THE COST OF INCIDENTAL WORK DESCRIBED IN THESE GENERAL REQUIREMENTS, FOR WHICH THERE ARE NO SPECIFIC CONTRACT ITEMS, SHALL BE CONSIDERED AS PART OF THE GENERAL COST OF DOING THE WORK AND SHALL BE INCLUDED IN THE PRICES FOR THE VARIOUS CONTRACT ITEMS.
C. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SUCH MODERN PLANT, TOOLS, AND EQUIPMENT AS MAY BE NECESSARY IN THE OPINION OF THE ENGINEER, TO PERFORM IN A SATISFACTORY AND ACCEPTABLE MANNER ALL THE WORK REQUIRED BY THE CONTRACT.
2. MOBILIZATION:
A. PERFORM PREPARATORY WORK AND OPERATIONS IN MOBILIZING FOR BEGINNING WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, THOSE OPERATIONS NECESSARY FOR THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES, AND INCIDENTALS TO THE PROJECT SITE AND FOR THE ESTABLISHMENT OF TEMPORARY OFFICES, BUILDINGS, SAFETY AID SUPPLIES, AND OTHER FACILITIES.
3. MAINTENANCE OF TRAFFIC:
A. PREPARE AND SUBMIT A MAINTENANCE OF TRAFFIC PLAN FOR REVIEW. A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA OR A PERSON THAT HAS SATISFACTORY COMPLETED THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION "FLORIDA ADVANCED WORK ZONE TRAFFIC CONTROL COURSE" SHALL PREPARE THE PLAN.
4. PROGRESS SCHEDULE:
A. PREPARE A CONSTRUCTION PROGRESS SCHEDULE COVERING ALL THE WORK INVOLVED IN THE CONTRACT.
5. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:
A. SUBMIT AT LEAST EIGHT (8) COPIES OF ALL REQUIRED SHOP DRAWINGS, PRODUCT DATA AND SAMPLES FOR ENGINEER'S REVIEW.
6. BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER:
A. BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER, IF ENCLOSED, ARE PROVIDED FOR CONTRACTOR'S INFORMATION AND ARE NOT A PART OF THE CONTRACT DOCUMENTS.
7. CONSTRUCTION STAKING:
A. THE BASELINES AND BENCHMARKS FOR PRIMARY CONTROL, NECESSARY TO ESTABLISH LINES AND GRADES NEEDED FOR CONSTRUCTION ARE SHOWN ON THE DRAWINGS.
8. PROTECTION/ADJUSTMENT OF UTILITIES:
A. UTILITY INSTALLATIONS AND STRUCTURES SHALL BE UNDERSTOOD TO INCLUDE ALL POLES, TRACKS, PIPES, WIRES, CONDUITS, HOUSE SERVICE CONNECTIONS, VAULTS, MANHOLES AND ALL OTHER APPURTENANCES AND FACILITIES PERTAINING THERETO.

PAVING:

- 1. DELIVER A REPRESENTATIVE LOAD OF THE ROCK MATERIAL TO THE SITE FOR A TESTING LABORATORY TO SAMPLE. ALLOW SUFFICIENT TIME FOR TEST LABORATORY TO ANALYZE BEFORE COMMENCING PLACEMENT ON THE ROAD. TESTING LABORATORY WILL DETERMINE LAB DENSITY PER AASHTO T180 AND THE LIME ROCK BEARING RATIO.
2. REPRESENTATIVE LOAD OF ROCK IS TO REMAIN IN STOCKPILE FORM THROUGHOUT ROCK DELIVERY SO THAT ENGINEER CAN MONITOR QUALITY OF ROCK MATERIAL BEING DELIVERED.
3. ROCK BASE: MINIMUM LIME ROCK BEARING RATIO OF 100. AT LEAST 97 PERCENT OF THE MATERIAL SHALL PASS A 3-1/2 INCH SIEVE AND THE MATERIAL SHALL BE GRADED TO BE UNIFORMLY DOWN TO DUST. ALL CRUSHING OR BREAKING-UP WHICH MIGHT BE NECESSARY IN ORDER TO MEET SUCH SIZE REQUIREMENT SHALL BE DONE BEFORE THE MATERIAL IS PLACED ON THE ROAD.
4. COMPACT SUBGRADE TO AT LEAST 98 PERCENT OF THE MAXIMUM DENSITY DETERMINED BY ASTM D1557 (AASHTO T180).
5. VERIFY SUBGRADE IS READY TO RECEIVE BASE MATERIAL.
6. SPREAD THE ROCK UNIFORMLY. REMOVE ALL SEGREGATED AREAS OF FINE OR COARSE ROCK AND REPLACE THEM WITH PROPERLY GRADED ROCK.
7. AFTER SPREADING OF THE BASE IS COMPLETED, THE ENTIRE SURFACE SHALL BE SCARIFIED AND SHAPED SO AS TO PRODUCE THE EXACT GRADE AND CROSS SECTION AFTER COMPACTION.
8. WHEN THE SPECIFIED THICKNESS OF THE ROCK BASE IS GREATER THAN 6 INCHES, CONSTRUCT THE BASE IN MULTIPLE COURSES OF EQUAL THICKNESS.
9. WHEN THE MATERIAL DOES NOT HAVE THE PROPER MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY, WETTING OR DRYING WILL BE REQUIRED.
10. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, THE SURFACE SHALL BE "HARD-PLANED" WITH A BLADE GRADER IMMEDIATELY PRIOR TO THE APPLICATION OF THE PRIME COAT TO REMOVE THE THIN GLAZE OR CEMENTED SURFACE AND TO ALLOW FREE PENETRATION OF THE PRIME MATERIAL.
11. CLEANING:
A. DURING CONSTRUCTION OF THE WORK, THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE SITE OF THE WORK AND ADJACENT PREMISES AS FREE FROM MATERIAL, DEBRIS AND RUBBISH AS IS PRACTICABLE AND SHALL REMOVE THE SAME FROM ANY PORTION OF THE SITE.
12. DENSITY TESTING REQUIREMENTS:
A. ALL DENSITY TESTS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL GEOTECHNICAL ENGINEER, LICENSED IN THE STATE OF FLORIDA.
13. ASPHALT MIX DESIGN FOR EACH ASPHALT TYPE SPECIFIED ON THE DRAWINGS, MIX DESIGN SHALL INCLUDE THE INFORMATION SPECIFIED IN PARAGRAPH 334-3 OF THE FDOT SPECIFICATIONS.
14. PRIMER: PROVIDE CUTBACK ASPHALT, RC-70 OR RC-250 COMPLYING WITH FDOT SPECIFICATION 916-3.
15. ASPHALT CONCRETE: ASPHALTIC CONCRETE SURFACE COURSE SHALL BE COMPOSED OF A MIXTURE OF AGGREGATE, MINERAL FILLER, IF NEEDED, AND ASPHALT CEMENT.
16. SPREAD THE ASPHALT MIXTURE ONLY WHEN THE SURFACE UPON WHICH IT IS TO BE LAID HAS BEEN PREVIOUSLY PREPARED, IS INTACT, FIRM, AND PROPERLY CURED, AND IS DRY.
17. VERIFY GRADIENTS AND ELEVATIONS OF BASE ARE CORRECT.
18. DO NOT BEGIN PAVING INSTALLATION WITHOUT ENGINEER ACCEPTANCE OF THE SUBSTRATE.
19. SPREAD THE ASPHALT MIXTURE ONLY WHEN THE AIR TEMPERATURE IN THE SHADE AND AWAY FROM THE ARTIFICIAL HEAT IS AT LEAST 40°F FOR LAYERS GREATER THAN 1-INCH IN THICKNESS AND AT LEAST 45°F FOR LAYERS 1-INCH OR LESS IN THICKNESS.
20. CLEAN THE SURFACE OF THE BASE OR PAVEMENT TO BE COVERED OF ALL LOOSE AND DELETERIOUS MATERIAL BY THE USE OF POWER BROOMS OR BLOWERS, SUPPLEMENTED BY HAND BROOMING WHERE NECESSARY.
21. WHERE AN ASPHALT MIX IS TO BE PLACED ON AN EXISTING PAVEMENT OR OLD BASE WHICH IS IRREGULAR, FILL ALL DEPRESSIONS IN THE EXISTING SURFACE MORE THAN 1 INCH DEEP BY SPOT PATCHING WITH A LEVELING COURSE MIXTURE, AND THEN COMPACT THEM THOROUGHLY.
22. PRIMER:
A. APPLY PRIMER OVER SUBSTRATE AT A UNIFORM RATE OF NOT LESS THAN 0.15 GALLONS/SQUARE YARD FOR SHELLROCK BASES AND NOT LESS THAN 0.10 GALLONS/SQUARE YARD FOR LIME ROCK BASES.
B. APPLY TO CONTACT SURFACES OF CURBS, GUTTERS, AND OTHER CEMENT SURFACES.
C. USE CLEAN SAND TO BLOT EXCESS PRIMER.
23. MAINTAIN THE TEMPERATURE OF THE MIX AT THE TIME OF SPREADING WITHIN ±25°F OF THE ESTABLISHED MIX TEMPERATURE.
24. IMMEDIATELY CEASE TRANSPORTATION OF ASPHALT MIXTURES FROM THE PLANT WHEN RAIN BEGINS AT THE ROADWAY.
25. BEFORE STARTING ANY ROLLING, CHECK THE SURFACE; CORRECT ANY IRREGULARITIES, REMOVE ALL DRIPPINGS, FAT SANDY ACCUMULATIONS FROM THE SKEED, AND FAT SPOTS FROM ANY SOURCE AND REPLACE THEM WITH SATISFACTORY MATERIAL.
26. COMPACT MIXTURE IN ACCORDANCE WITH PARAGRAPH 330-10 OF THE FDOT SPECIFICATIONS.
27. OBTAIN A SMOOTH SURFACE ON ALL PAVEMENT COURSES PLACED AND THEN STRAIGHTEDGE ALL INTERMEDIATE AND FINAL COURSES WITH A 15-FOOT ROLLING STRAIGHTEDGE.
28. PRODUCE A FINISHED SURFACE OF UNIFORM TEXTURE AND COMPACTION WITH NO PULLED, TORN, OR DOSENESED PORTIONS AND FREE OF SEGREGATION, AND STREAKS, SAND SPOTS, OR RIPPLES.
29. UPON COMPLETION OF FINAL SURFACE COURSE ENGINEER WILL TEST FINISHED SURFACE WITH A 15-FOOT ROLLING STRAIGHTEDGE.
30. ENGINEER MAY DETERMINE PAVEMENT THICKNESS FROM THE DEPTH OF CORE BORINGS.
31. IMMEDIATELY AFTER PLACEMENT, PROTECT PAVEMENT FROM MECHANICAL INJURY FOR AS LONG AS REQUIRED UNTIL ACCEPTED BY ENGINEER.

EARTHWORK:

- 1. CONTRACTOR SHALL OBTAIN A DEWATERING GENERAL WATER USE PERMIT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRIOR TO COMMENCING DEWATERING UNLESS THE WORK QUALIFIES FOR A NO-NOTICE AUTHORIZATION AS DESCRIBED IN RULE 40E-20.302(5) OF THE FLORIDA ADMINISTRATIVE CODE.
2. CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE WORK AS CONSTRUCTION PROCEEDS. IF UTILITIES ARE TO REMAIN IN PLACE, PROVIDE ADEQUATE MEANS OF PROTECTION.
3. SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE ENGINEER IMMEDIATELY. COOPERATE WITH RESPONSIBLE UTILITY COMPANIES IN KEEPING RESPECTIVE SERVICES AND FACILITIES IN OPERATION.
4. DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED AND USED BY OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE RESPECTIVE UTILITY OWNER.
5. CONTRACTOR SHALL SUSTAIN IN THEIR PLACES AND PROTECT FROM DIRECT OR INDIRECT INJURY ALL PIPES, POLES, UTILITIES, WALLS, BUILDINGS, AND OTHER STRUCTURES OR PROPERTY IN THE VICINITY OF WORK, WHETHER ABOVE OR BELOW THE GROUND, OR THAT MAY APPEAR IN THE TRENCH.
6. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, BENCHMARKS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EXCAVATING OPERATIONS.
7. PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
8. WHEN EXCAVATIONS EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL MEET THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S EXCAVATION SAFETY STANDARDS 29 C.F.R.S. 1926.650, SUBPART P.
9. MATERIAL BELOW SUBGRADE DEEMED UNSUITABLE SHALL BE REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
10. EXCAVATION IN THE VICINITY OF ADJACENT FACILITIES SHALL BE PERFORMED BY MEANS THAT WILL NOT DAMAGE THE FACILITIES.
11. TRENCH BOTTOM SHALL BE SHAPED TO CONFORM TO PIPE BELLS OR OTHER SHAPE IRREGULARITIES OF SPECIAL APPURTENANCES.
12. WHERE A TRENCH CROSSES EXISTING PAVED AREAS OR ROADWAYS WHICH HAVE NOT BEEN SCHEDULED TO BE REPAVED ON THE DRAWINGS, THE PAVED AREA SHALL BE SAW CUT, RIPPING OF PAVEMENT FOR TRENCHES WITH EXCAVATION EQUIPMENT WILL NOT BE ALLOWED.
13. SATISFACTORY EXCAVATED MATERIALS SHALL BE STOCKPILED UNTIL REQUIRED FOR BACKFILL.
14. SOIL MATERIALS SHALL BE LOCATED AND RETAINED AWAY FROM EDGES OF EXCAVATIONS.
15. EXCESS AND/OR UNSATISFACTORY MATERIALS SHALL BE DISPOSED OF OFFSITE.
16. GENERAL: PROVIDE BORROW SOIL MATERIALS WHEN SUFFICIENT SATISFACTORY SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS.
17. SATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GW, GM, SW, SP, AND SM, OR A COMBINATION OF THESE GROUPS, FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, VEGETATION, AND OTHER DELETERIOUS MATTER.
18. UNSATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, MH, CL, CH, OL, OH AND PT, OR A COMBINATION OF THESE GROUPS.
19. UNSATISFACTORY SOILS ALSO INCLUDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.
20. BACKFILL AND FILL: SATISFACTORY SOIL MATERIALS.
21. BACKFILL SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES IN DEPTH AS MEASURED BEFORE COMPACTION.
22. AREAS ADJACENT TO STRUCTURES AND OTHER CONFINED AREAS INACCESSIBLE TO A VIBRATORY ROLLER SHALL BE COMPACTED WITH A MANUALLY OPERATED VIBRATORY COMPACTOR.
23. IT IS THE INTENTION THAT THE FILL MATERIALS WITH RESPECT TO MOISTURE BE USED IN THE CONDITION THEY ARE EXCAVATED INSOFAR AS THIS IS PRACTICABLE.
24. IF ADDER MOISTURE IS REQUIRED, WATER SHALL BE APPLIED BY SPRINKLER TANKS OR OTHER SPRINKLER SYSTEMS WHICH WILL INSURE UNIFORM DISTRIBUTION OF THE WATER OVER THE AREA TO BE TREATED AND GIVE COMPLETE AND ACCURATE CONTROL OF THE AMOUNT OF WATER TO BE USED.
25. SUPPLY ALL HOSE, PIPING, VALVES, SPRINKLERS, PUMPS, SPRINKLER TANKS, HAULING EQUIPMENT, AND ALL OTHER MATERIALS AND EQUIPMENT NECESSARY TO PLACE THE WATER ON THE FILL.
26. UNSUITABLE AND SURPLUS EXCAVATED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED AND DISPOSED OF OFF SITE.
27. SUITABLE EXCAVATED MATERIAL MAY BE USED FOR FILL OR BACKFILL IF IT MEETS THESE SPECIFICATIONS.
28. ALLOW TESTING LABORATORY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER.
29. TESTING AGENCY WILL TEST COMPACTION OF SOILS IN PLACE ACCORDING TO ASTM D2922.
30. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED, RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
31. PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION.
32. REPAIR AND RE-ESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE COMPLETED OR PARTIALLY COMPLETED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS.

NOTES:

- 1. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO PAVEMENT MARKINGS, DRIVEWAYS, IRRIGATION, LIGHTING, MAILBOXES, FIRE HYDRANTS, METERS, FENCING, EXISTING DRAINAGE, VEGETATION, SOD, DUNES, ETC.
2. VALVE BOXES, MANHOLES, CLEANOUTS, AND OTHER UTILITIES IN THE PAVEMENT WORK AREA SHALL BE PROTECTED AND ADJUSTED TO MATCH FINISHED GRADE.
3. SIGNS TO BE ADJUSTED WHERE APPLICABLE. STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
4. THE VILLAGE OF NORTH PALM BEACH WILL BE RESPONSIBLE FOR ANY TREE REMOVALS WITHIN THE PUBLIC RIGHT-OF-WAY. CONTRACTOR TO COORDINATE WITH THE VILLAGE IF CONFLICTS ARISE DURING CONSTRUCTION.
5. ROADWAY NEEDS TO REMAIN OPEN TO THE PUBLIC AT ALL TIMES.
6. MAINTENANCE OF TRAFFIC (MOT), CONTRACTOR TO PROVIDE MOT PLAN FOR APPROVAL BY TOWN STAFF PRIOR TO CONSTRUCTION. MOT PLAN SHALL BE PREPARED BY A CERTIFIED WORKSITE TRAFFIC CONTROL TECHNICIAN OR TRAFFIC CONTROL SUPERVISOR, AS APPROPRIATE FOR JOB COMPLEXITY.
7. ALL PAVEMENT MARKING, GEOMETRICS AND SIGNAGE SHALL COMPLY WITH PALM BEACH COUNTY TRAFFIC DIVISION STANDARD DETAIL NO. T-P-18.

- 1. PROVISIONS FOR CONTROL OF POLLUTION:
A. SUFFICIENT PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT THE RUN-OFF OF POLLUTING SUBSTANCES SUCH AS SILT, CLAY, FUELS, OILS, BITUMENS OR OTHER POLLUTING MATERIALS HARMFUL TO HUMANS, FISH, OR OTHER LIFE INTO THE SUPPLIES AND SURFACE WATERS OF THE STATE OF FLORIDA.
B. HAZARDOUS WASTE - DISPOSE OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS.
C. OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS.
D. OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS.
E. OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS.
F. OPEN BURNING - NO OPEN FIRES OR BURNING OF MATERIALS OTHER THAN VEGETATIVE LAND CLEARING DEBRIS.
G. PAINTS - ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE.
H. PESTICIDES AND HERBICIDES - ANY PESTICIDE AND HERBICIDE USAGE WILL BE BY STATE LICENSED APPLICATORS.
I. PETROLEUM PRODUCTS - MONITOR ONSITE VEHICLES AND TANKS FOR LEAKS.
J. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER.
K. SANITARY WASTE - COLLECT ALL SANITARY WASTE FROM THE PORTABLE TOILETS AT LEAST TWICE PER WEEK.
L. NON-STORMWATER DISCHARGES ARE PERMISSIBLE PROVIDED THAT DISCHARGE DOES NOT CAUSE EROSION OR CREATE TURBIDITY WITHIN THE RECEIVING BODY AND ARE IN COMPLIANCE WITH REGULATORY REQUIREMENTS.
2. OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES:
A. FERTILIZERS - APPLY FERTILIZERS ONLY IN THE MINIMUM AMOUNT RECOMMENDED BY THE MANUFACTURER.
B. HAZARDOUS WASTE - DISPOSE OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS.
C. NOISE - MINIMIZE NOISE CAUSED BY THE OPERATION OF EQUIPMENT.
D. ODOORS - DO NOT CAUSE OBJECTIONABLE ODOORS TO BE GENERATED.

- E OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE SHALL BE COVERED WITH A TARPULIN.
F OPEN BURNING - NO OPEN FIRES OR BURNING OF MATERIALS OTHER THAN VEGETATIVE LAND CLEARING DEBRIS. OBTAIN PRIOR APPROVAL TO BURN FROM THE LOCAL AUTHORITY AND APPLICABLE FIRE MARSHAL.
G PAINTS - ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM. IT WILL BE PROPERLY DISPOSED OF ACCORDING TO THE PAINT MANUFACTURERS INSTRUCTIONS AND STATE OR LOCAL REGULATIONS.
H PESTICIDES AND HERBICIDES - ANY PESTICIDE AND HERBICIDE USAGE WILL BE BY STATE LICENSED APPLICATORS.
I PETROLEUM PRODUCTS - MONITOR ONSITE VEHICLES AND TANKS FOR LEAKS. THEY SHALL RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. STORE PETROLEUM PRODUCTS IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. USE ASPHALT SUBSTANCES ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE SECONDARY CONTAINMENT FOR ALL ABOVE GROUND FUEL TANKS.
J SANITARY WASTE - COLLECT ALL SANITARY WASTE FROM THE PORTABLE TOILETS AT LEAST TWICE PER WEEK.
K WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER PROVIDED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. DEPOSIT ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE IN THE DUMPSTER. THE DUMPSTER IS TO BE EMPTIED AS NEEDED SO THERE IS NO OVERFLOW. HAUL TRASH TO A STATE APPROVED LANDFILL FACILITY.
3. MAINTENANCE / INSPECTION PROCEDURES:
A. INSPECT ALL CONTROL MEASURES AT LEAST ONCE PER WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCHES OR GREATER.
B. MAINTAIN ALL MEASURES IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT MUST BE INITIATED WITHIN 24 HOURS OF THE ONSITE INSPECTION REPORT.
C. REMOVE BUILT UP SEDIMENT FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
D. INSPECT SILT FENCE FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
E. PREPARE A MAINTENANCE INSPECTION REPORT AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS FOUND AT THE END OF THIS SECTION.
F. THE CONTRACTOR SHALL DESIGNATE A QUALIFIED PERSON TO BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND COMPLETING THE INSPECTION AND MAINTENANCE REPORTS.
G. NON-STORMWATER DISCHARGES ARE PERMISSIBLE PROVIDED THAT DISCHARGE DOES NOT CAUSE EROSION OR CREATE TURBIDITY WITHIN THE RECEIVING BODY AND ARE IN COMPLIANCE WITH REGULATORY REQUIREMENTS. THESE DISCHARGES MAY INCLUDE WATER LINE FLUSHING, FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, DUST CONTROL, IRRIGATION DRAINAGE, AIR CONDITIONING CONDENSATION, AND WATER USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.

Table with 2 columns: REVISIONS, REMARKS. Includes fields for NO, DATE.

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RIVERSIDE RD CUL-DE-SAC NORTH PALM BEACH, FLORIDA PALM BEACH COUNTY NOTES

A Higher Standard of Excellence engenuity inc. ENGINEERS - ARCHITECTS - GEOTECHNICAL ENGINEERS - ENVIRONMENTAL ENGINEERS 1820 W. CONGRESS AVE. SUITE 400 WEST PALM BEACH, FLORIDA 33411 PH: (561)655-1151 • FAX: (561)652-9390 WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

Table with 2 columns: DATE, DRAWN, PROJECT ENGINEER, CHECKED. Includes fields for MARCH 2025, KG, ACS, ACS, ACS. Includes a large 'C-5' stamp and a '5' stamp.



Know what's below. Call before you dig.

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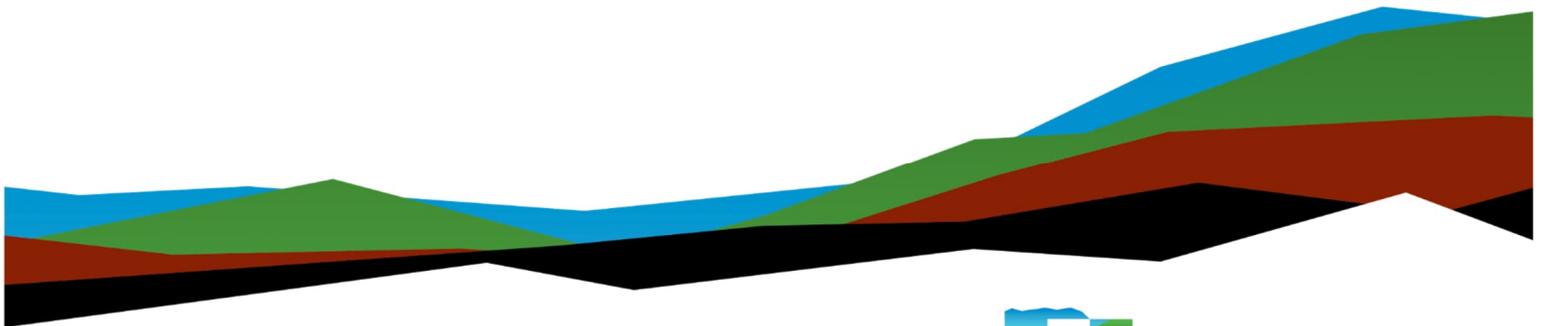
Riverside Road Subsurface Exploration

Geotechnical Data Report

March 6, 2024 | Terracon Project No. HD245008

Prepared for:

Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409



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Tampa, Florida 33634
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Terracon.com

March 6, 2024

Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Attn: Adam Swaney, P.E.
P: 561-313-6138
E: aswaney@engenuitygroup.com

Re: Geotechnical Data Report
Riverside Road Subsurface Exploration
Riverside Road, just north of Lighthouse Drive
North Palm Beach, Florida
Terracon Project No. HD245008

Mr. Swaney:

We have completed the scope of Geotechnical Data services for the above referenced project in general accordance with Terracon Proposal No. PHD245008 dated February 8th, 2024. This report presents the findings of the subsurface exploration for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

[Terracon](http://Terracon.com)
Registry Number 8830



Jason DuBois
Project Manager

Douglas S. Dunkelberger, P.E.
Principal
Florida Registration No.: 33317

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Site Location and Exploration Plans

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Supporting Information

Note: This report was originally delivered in a web-based format. **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the  Terracon logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

Refer to each individual Attachment for a listing of contents.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Data services performed at the western terminus of Riverside Road, just north of Lighthouse Drive in North Palm Beach, Florida. The purpose of these services was to provide geotechnical information relative to:

- Subsurface soil conditions
- Groundwater conditions

The geotechnical engineering Scope of Services for this project included the advancement of two test borings, laboratory testing and preparation of this data report.

Drawings showing the site and boring locations are shown on the [Site Location](#) and [Exploration Plan](#), respectively. The results of the laboratory testing on selected soil samples is shown on the boring logs.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	The following information was provided to us by Mr. Adam Swaney, P.E. with Engenuity via email on January 15, 2024.
Project Description	We understand that the Village of North Palm Beach has contracted with Engenuity to assist in evaluating potential settlement along the western alignment of Riverside Road. The Village is concerned that a “pocket” of organics exists in the area. Engenuity has engaged Terracon to provide subsurface information in the general area of the potential settlement.

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	The project is located at Riverside Road, just north of Lighthouse Drive in North Palm Beach, Florida. See Site Location .
Existing Improvements	Single-family homes, pavements and utilities.
Current Ground Cover	Pavements and grasses.
Existing Topography	The South Florida Water Management District (SFWMD) DBHydro website indicated ground surface elevations in the range of 5.5 feet to 6 feet NAVD which we assigned to the tops of borings.

Geotechnical Characterization

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical evaluation of the site. Conditions observed at each exploration point are indicated on the individual logs. The individual logs can be found in the [Exploration Results](#) and the GeoModel can be found in the [Figures](#) attachment of this report.

As part of our analyses, we identified the following Model Layers within the subsurface profile. For a more detailed view of the Model Layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Pavement	Asphalt over base course
2	Sand	Poorly graded fine to medium SAND (SP)
3	Organics	Poorly graded fine SAND with organics

In general, the borings found an asphalt pavement section followed by very loose to medium dense fine to medium grained sands that extend to the maximum depth of exploration at 20 feet. Boring B-1 encountered a 1.5 foot thick layer of sand with organics beginning at 4 feet. At the location of Boring B-2, trace organics is present between 10 and 11 feet below grade.

Laboratory testing showed organic/natural moisture contents of 14.1%/40.4% and 2.4%/31.8% at boring locations B-1 and B-2, respectively.

The B-1 sample, with 14.1% organics, is classified by FDOT as “organic material” with an A-8 AASHTO designation.

Groundwater Conditions

The depth to groundwater was measured while split-spoon sampling the upper soils and prior to start of mud rotary drilling. The borings encountered groundwater at approximately 5.5 and 6 feet below the existing ground surface which corresponds to a groundwater elevation of 0 feet NAVD.

Groundwater conditions change because of seasonal variations in rainfall, runoff, site setting (tidal fluctuations) and other conditions not apparent at the time of drilling.

General Comments

This data report is based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

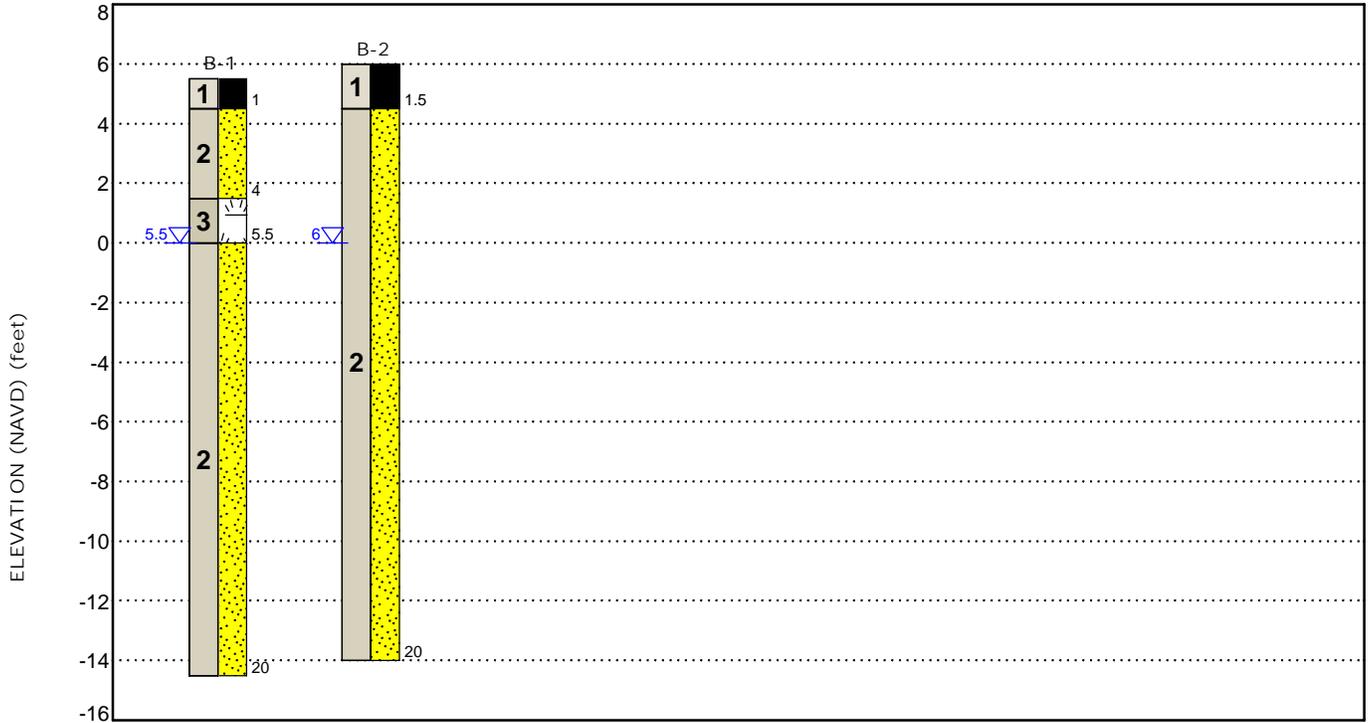
Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

Figures

Contents:

GeoModel

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description	Legend	
1	Pavement	Asphalt over base course	 Pavement	 Poorly-graded Sand
2	Sand	Poorly graded fine to medium SAND (SP)	 Organics	
3	Organics	Poorly graded fine SAND with organics		

▽ First Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time.
 Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.
 Numbers adjacent to soil column indicate depth below ground surface.

Attachments

Exploration and Testing Procedures

Field Exploration

Number of Borings	Approximate Boring Depth (feet)	Location
2	20	Western alignment of Riverside Road

Boring Layout and Elevations: Terracon personnel provided the boring layout using handheld GPS equipment (estimated horizontal accuracy of about ± 10 feet) and referencing existing site features. Approximate ground surface elevations were obtained by interpolation from the DBHydro SWFLWMD LIDAR. If more precise elevations and a boring layout are desired, we recommend borings be surveyed.

Subsurface Exploration Procedures: We advanced the borings with a truck-mounted, rotary drill rig using a slurry to maintain the borehole. Continuous sampling was conducted to 20 feet. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon was driven into the ground by a 140-pound safety hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon for each six-inch penetration interval is recorded. The 2nd and 3rd six-inch increments are added together and reported as the Standard Penetration (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. For safety purposes, all borings were backfilled with bentonite grout after their completion and surfaced with cold patch asphalt.

The sampling depths, penetration distances, and other sampling information were recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials observed during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data. The laboratory program included review of soil samples by an engineer and moisture and organic content testing of the suspected organic materials. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

Site Location and Exploration Plans

Contents:

Site Location
Exploration Plan

Site Location



Exploration Plan



Exploration Results

Contents:

Boring Logs (B-1 and B-2)

Boring Log No. B-1

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8196° Longitude: -80.0673°	Depth (Ft.)	Elevation: 5.5 (Ft.) +/-	Water Level Observations	Sample Type	Field Test Results	Strength Test		
								Test Type	Compressive Strength (tsf)	Strain (%)
1		<u>PAVEMENT</u> , 1.5" asphalt over 12" shellrock base course	1.0	4.5			24-8-5-4 N=13			
2		<u>SAND (SP)</u> , fine grained, light brown, medium dense to very loose	4.0	1.5			3-2-1-1 N=3			
3		<u>SAND WITH ORGANICS</u> , black, very loose MC = 40.4% OC = 14.1%	5.5	0	5 ▽		1-1-1-1 N=2			
2		<u>SAND (SP)</u> , fine to medium grained, gray to brown, loose to medium dense	20.0	-14.5			1-3-4-6 N=7			
							5-7-7-9 N=14			
							4-4-4-5 N=8			
							3-3-4-3 N=7			
							2-3-3-4 N=6			
							3-5-5-9 N=10			
							2-5-8-8 N=13			
		<i>Boring Terminated at 20 Feet</i>								

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Water Level Observations
 ▽ 5.5 ft. during initial sampling (prior to mud rotary)

Drill Rig
 Mobile B-59

Hammer Type
 Automatic

Driller
 T.S.

Notes
 Begin Mud Rotary at 8 feet
 Elevation shown is in NAVD

Advancement Method
 Mud Rotary
 Continuous sampling to 20 feet

Logged by

Abandonment Method
 Boring backfilled with bentonite grout upon completion and surfaced with cold patch asphalt

Boring Started
 02-22-2024

Boring Completed
 02-22-2024

Boring Log No. B-2

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8196° Longitude: -80.0671°	Depth (Ft.)	Elevation: 6 (Ft.) +/-	Water Level Observations	Sample Type	Field Test Results	Strength Test		
								Test Type	Compressive Strength (tsf)	Strain (%)
1		<u>PAVEMENT</u> , 3" asphalt over 13" shellrock base course	1.5	4.5			24-8-8-7 N=16			
2		<u>SAND (SP)</u> , fine to medium grained, light brown to light gray, medium dense to loose trace organics between 10' and 11' MC = 31.8% OC = 2.4%	5	10	6 ft.		7-6-6-5 N=12			
			5				5-5-7-7 N=12			
							7-8-8-10 N=16			
							7-9-8-9 N=17			
							2-5-7-9 N=12			
							4-5-5-5 N=10			
							2-3-3-4 N=6			
							2-3-3-3 N=6			
							2-4-4-4 N=8			
		20.0	20	-14						
		<i>Boring Terminated at 20 Feet</i>								

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Water Level Observations
 6 ft. during initial sampling (prior to mud rotary)

Drill Rig
 Mobile B-59

Hammer Type
 Automatic

Driller
 T.S.

Notes
 Begin Mud Rotary at 8 feet
 Elevation shown is in NAVD

Advancement Method
 Mud Rotary
 Continuous sampling to 20 feet

Logged by

Abandonment Method
 Boring backfilled with bentonite grout upon completion
 and surfaced with cold patch asphalt

Boring Started
 02-22-2024

Boring Completed
 02-22-2024

Supporting Information

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General Notes

Unified Soil Classification System

General Notes

Sampling	Water Level	Field Tests
Auger Cuttings Standard Penetration Test	Water Initially Encountered Water Level After a Specified Period of Time Water Level After a Specified Period of Time Cave In Encountered Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

Strength Terms

Relative Density of Coarse-Grained Soils (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		Consistency of Fine-Grained Soils (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Relative Density	Standard Penetration or N-Value (Blows/Ft.)	Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F
			Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
		Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	Fines classify as CL or CH	GC
	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E			SW	Well-graded sand ^I
	Sands with Fines: More than 12% fines ^D		$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I
			Fines classify as ML or MH	SM	Silty sand ^{G, H, I}
	Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silt and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots above "A" line ^J	CL
$PI < 4$ or plots below "A" line ^J				ML	Silt ^{K, L, M}
Organic:			$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OL	Organic clay ^{K, L, M, N} Organic silt ^{K, L, M, O}
			Silt and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line
PI plots below "A" line		MH			Elastic silt ^{K, L, M}
Organic:		$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$		OH	Organic clay ^{K, L, M, P} Organic silt ^{K, L, M, Q}
		Highly organic soils:		Primarily organic matter, dark in color, and organic odor	

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

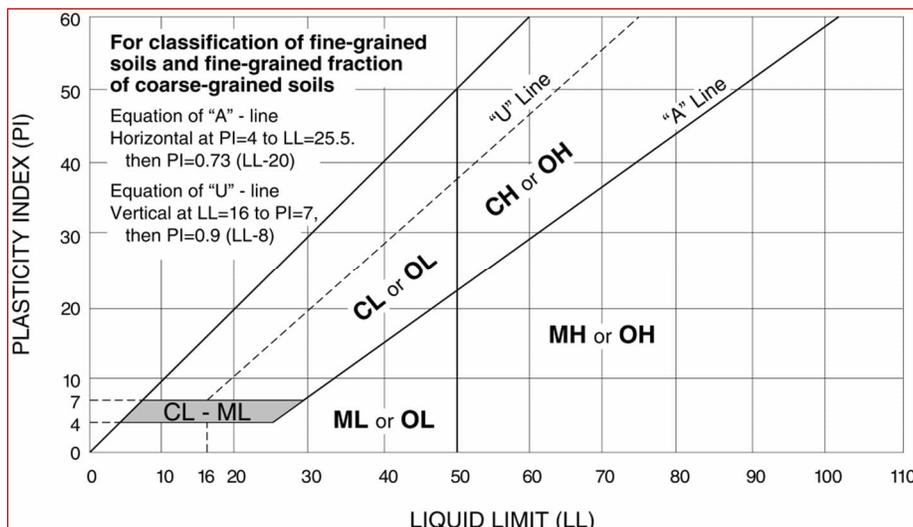
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

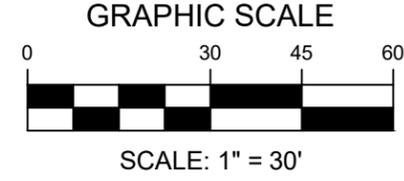


GENERAL NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988) AND REFERENCE THE FOLLOWING BENCHMARKS:

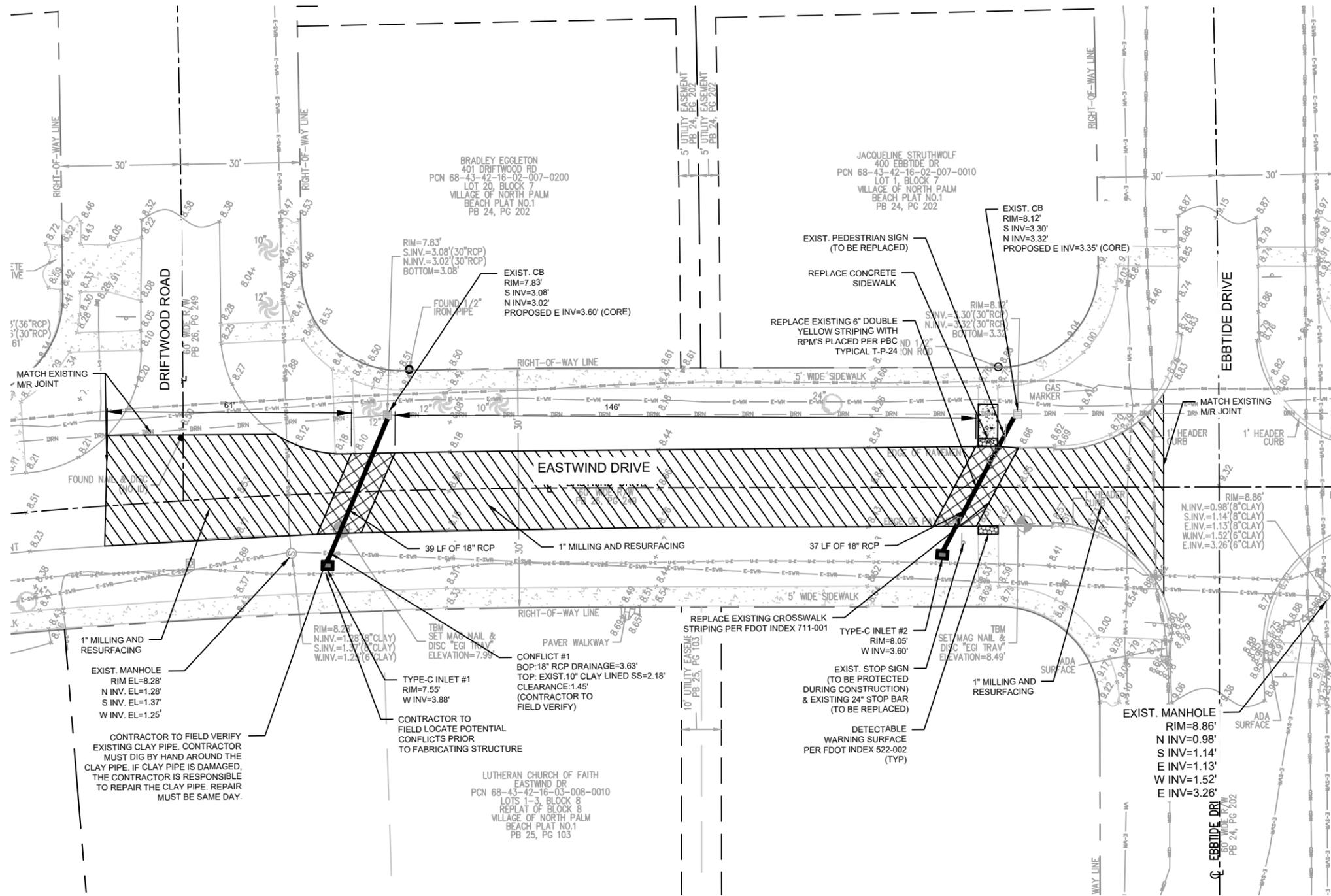
NAME: NPB COUNTRY CLUB ELEVATION= 15.871 NAVD 88

- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC.
- LAST DATE OF FIELD SURVEY: 3-26-2024
- CONTRACTOR TO COLOR COAT ASPHALT PATH TO MATCH EXISTING.
- UNSUITABLE SOIL SHALL BE REMOVED AND REPLACED WITH CLEAN SOIL. COMPACT TO AT LEAST 98% OF THE MAXIMUM DENSITY DETERMINED BY AASHTO T-180.
- CONTRACTOR SHALL RE-GRADE SWALES TO MATCH FLOW LINE AS SHOWN. REPLACE SOD WITH ST AUGUSTINE. IRRIGATION SHALL BE REPLACED/REPAIRED TO MATCH EXISTING. GRADE SOIL TWO INCHES LOWER THAN PROPOSED FINAL GRADE, PRIOR TO SOD PLACEMENT.



- LEGEND: (ABBREVIATIONS)**
- EL ELEVATION
 - EXIST EXISTING
 - FFE FINISH FLOOR ELEVATION
 - FT FEET OR FOOT
 - NTS NOT TO SCALE
 - R/W RIGHT-OF-WAY
 - SD STORM DRAINAGE
 - SF SQUARE FEET
 - SS SANITARY SEWER
 - TEMP TEMPORARY
 - TYP TYPICAL
 - UE UTILITY EASEMENT
 - w/ WITH
 - WM WATERMAIN

- LEGEND:**
- EXISTING**
- x 0.00 MEASURED ELEV.
 - STM STORM
 - WTR WATER
 - E-SWR SANITARY
- PROPOSED**
- [Cross-hatched box] FULL DEPTH ASPHALT REPLACEMENT
 - [Dotted box] CONCRETE DRIVEWAY AND SIDEWALK REPLACEMENT
 - [Diagonal lines box] MILL AND RESURFACE WITH 1" SP-9.5 ASPHALT
 - [Grid box] DRAINAGE CATCH BASIN
 - [0.00 box] FINISHED GRADE ELEVATION
 - [0.0 box] FINISHED SOD ELEVATION
 - [Arrow box] DRAINAGE FLOW DIRECTION



NO.	DATE	REVISIONS	REMARKS	BY

ADAM C. SWANEY, P.E.
FL LICENSE # 72235

**EASTWIND DRIVE
DRAINAGE IMPROVEMENTS
NORTH PALM BEACH
PAVING, GRADING AND DRAINAGE PLAN**

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A Higher Standard of Excellence
1280 N. CONGRESS AVE, SUITE 101
WEST PALM BEACH, FL 33409
PH: 561.833.8980
WWW.ENGENUITYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7085

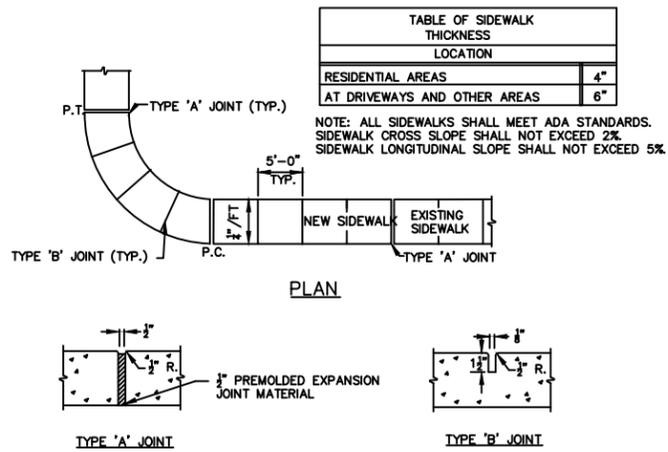
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DRAWN BY	KG	PROJECT ENG	ACS
CHECKED	ACS	PROJECT MGR	ACS
SHEET NO.		C-1 OF 5	
JOB NO.		03045.192	

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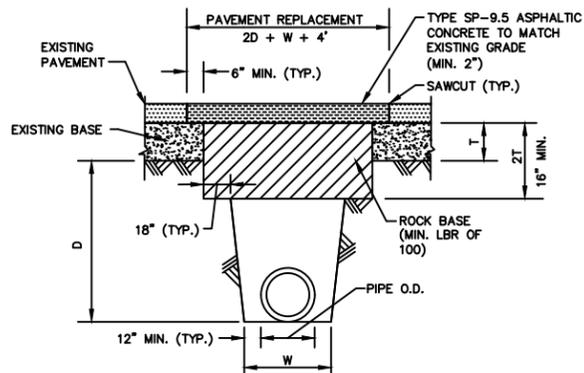
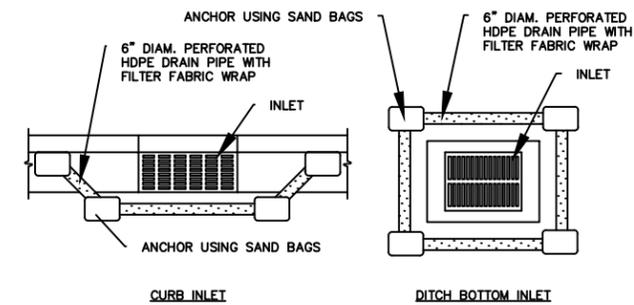
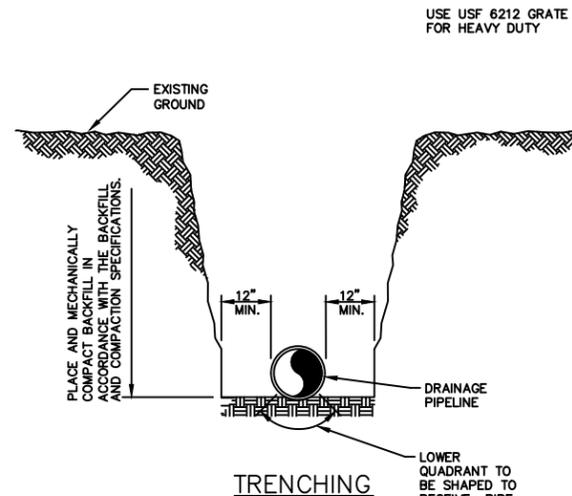
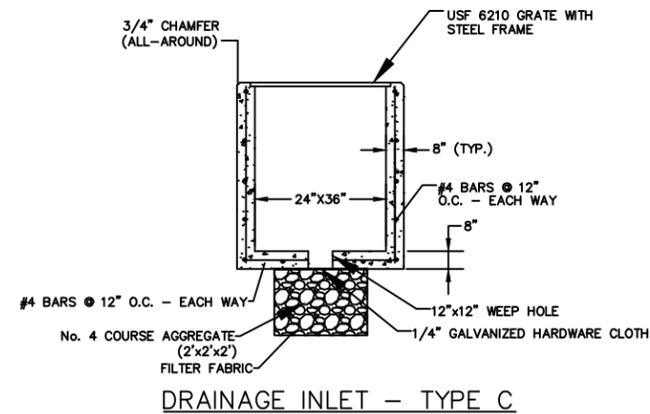
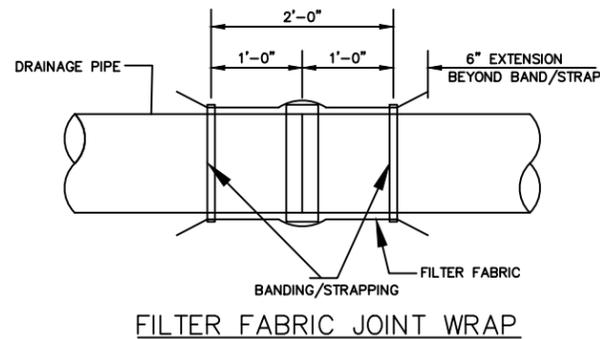


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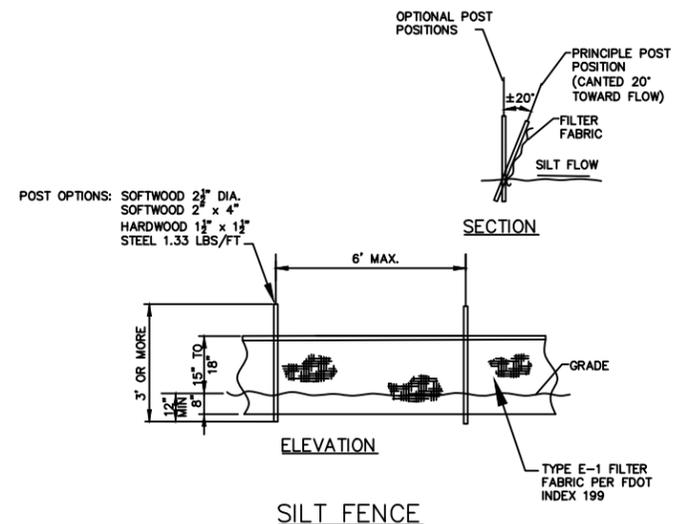
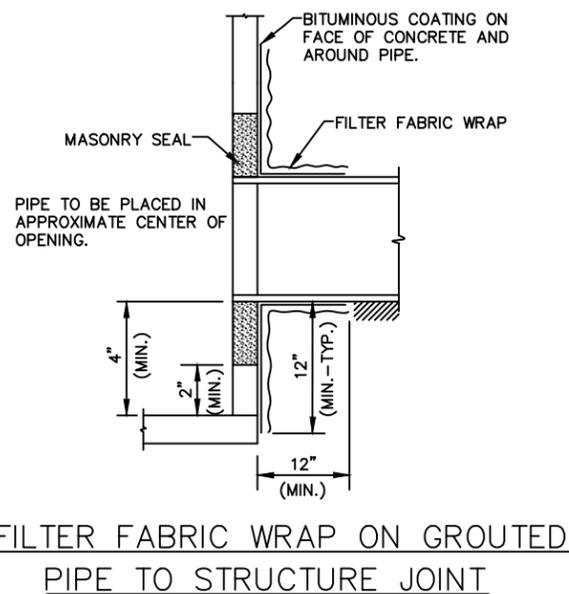


CONCRETE SIDEWALK



GENERAL NOTES:

- BASE AND BACKFILL MATERIALS SHALL BE EITHER OF THE SAME TYPE AND COMPOSITION AS THE MATERIALS REMOVED OR OF EQUAL OR GREATER STRUCTURAL ADEQUACY. MATERIALS CONTAMINATED WITH DELETERIOUS SUBSTANCES DURING EXCAVATION SHALL NOT BE USED.
- BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.



NO.	DATE	REVISIONS	REMARKS

ADAM C. SWANEY, P.E.
FL LICENSE # 72235

EASTWIND DRIVE
DRAINAGE IMPROVEMENTS
NORTH PALM BEACH
DETAILS

engenuity group inc.
A Higher Standard of Excellence
1280 N. CONGRESS AVE., SUITE 101
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CERTIFICATE OF AUTHORIZATION #7/085

DATE	DATE	DATE	DATE
MARCH 2025	MARCH 2025	MARCH 2025	MARCH 2025
KG	KG	ACS	ACS
PROJECT ENG	PROJECT ENG	PROJECT MGR	PROJECT MGR
ACS	ACS	ACS	ACS
CHECKED	CHECKED	CHECKED	CHECKED

SHEET NO. C-2 OF 5
JOB NO. 03045.192

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GENERAL:

1. WORK INCLUDED:

- A. THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERINTENDENCE, QUALITY CONTROL, MATERIALS, PLANT, POWER, LIGHT, HEAT, FUEL, WATER, TOOLS, APPLIANCES, EQUIPMENT, SUPPLIES, AND OTHER MEANS OF CONSTRUCTION NECESSARY AND PROPER FOR PERFORMING AND COMPLETING THE WORK. CONTRACTOR SHALL PERFORM AND COMPLETE THE WORK IN THE MANNER BEST CALCULATED TO PROMOTE SCHEDULED CONSTRUCTION CONSISTENT WITH SAFETY OF LIFE AND PROPERTY AND TO THE SATISFACTION OF THE OWNER, AND IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL CLEAN UP THE WORK, MAINTAIN IT DURING CONSTRUCTION, AND PAY ALL COSTS INCIDENTAL THERETO. CONTRACTOR SHALL REPAIR OR RESTORE ALL STRUCTURES AND PROPERTY THAT MAY BE DAMAGED OR DISTURBED DURING PERFORMANCE OF THE WORK.
- B. THE COST OF INCIDENTAL WORK DESCRIBED IN THESE GENERAL REQUIREMENTS, FOR WHICH THERE ARE NO SPECIFIC CONTRACT ITEMS, SHALL BE CONSIDERED AS PART OF THE GENERAL COST OF DOING THE WORK AND SHALL BE INCLUDED IN THE PRICES FOR THE VARIOUS CONTRACT ITEMS. NO ADDITIONAL PAYMENT WILL BE MADE THEREFORE.
- C. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SUCH MODERN PLANT, TOOLS, AND EQUIPMENT AS MAY BE NECESSARY IN THE OPINION OF THE ENGINEER, TO PERFORM IN A SATISFACTORY AND ACCEPTABLE MANNER ALL THE WORK REQUIRED BY THE CONTRACT. ONLY EQUIPMENT OF ESTABLISHED REPUTATION AND PROVEN EFFICIENCY SHALL BE USED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ADEQUACY OF WORKMANSHIP, MATERIALS AND EQUIPMENT, PRIOR APPROVAL OF THE ENGINEER NOTWITHSTANDING.

2. MOBILIZATION:

- A. PERFORM PREPARATORY WORK AND OPERATIONS IN MOBILIZING FOR BEGINNING WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, THOSE OPERATIONS NECESSARY FOR THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES, AND INCIDENTALS TO THE PROJECT SITE AND FOR THE ESTABLISHMENT OF TEMPORARY OFFICES, BUILDINGS, SAFETY EQUIPMENT AND FIRST AID SUPPLIES, AND OTHER FACILITIES. INCLUDE THE COSTS OF BONDS AND ANY REQUIRED INSURANCE AND ANY OTHER PRE-CONSTRUCTION EXPENSE NECESSARY FOR THE START OF THE WORK, EXCLUDING THE COST OF CONSTRUCTION MATERIALS.

3. MAINTENANCE OF TRAFFIC:

- A. PREPARE AND SUBMIT A MAINTENANCE OF TRAFFIC PLAN FOR REVIEW. A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA OR A PERSON THAT HAS SATISFACTORILY COMPLETED THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION "FLORIDA ADVANCED WORK ZONE TRAFFIC CONTROL COURSE" SHALL PREPARE THE PLAN.
- B. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL THROUGH THE WORK AREA FOR THE DURATION OF CONSTRUCTION. PROVIDE TRAFFIC CONTROL DEVICES THAT ARE ON THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "QUALIFIED PRODUCT LIST".

4. PROGRESS SCHEDULE:

- A. PREPARE A CONSTRUCTION PROGRESS SCHEDULE COVERING ALL THE WORK INVOLVED IN THE CONTRACT. THIS INCLUDES SUBMITTAL AND APPROVAL OF SHOP DRAWINGS ON CRITICAL ITEMS, FABRICATION AND DELIVERY OF IDENTIFIABLE MATERIALS AND EQUIPMENT, SPECIFIC ITEMS OR WORK IN THE SCOPE, INTERFACES REQUIRED WITH OTHER CONTRACTS THAT MAY BE PART OF AN OVERALL PROJECT, AND SPECIFIC DEPENDENCIES UPON ACTS OR ACTIVITIES OF PARTIES NOT UNDER THE CONTROL OF CONTRACTOR.
- B. THE BAR GRAPH METHOD OR CRITICAL PATH METHOD ARE ACCEPTABLE FOR SCHEDULING CONSTRUCTION ACTIVITY.

5. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

- A. SUBMIT AT LEAST EIGHT (8) COPIES OF ALL REQUIRED SHOP DRAWINGS, PRODUCT DATA AND SAMPLES FOR ENGINEER'S REVIEW.
- B. SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND TRANSMITTAL LETTERS PERTAINING THERETO SHALL BE IDENTIFIED WITH THE TITLE OF THE PROJECT, SUBMISSION DATE, AND THE CONTRACTOR'S ACKNOWLEDGEMENT THAT HE HAS REVIEWED THEM AND FOUND THEM ACCEPTABLE.
- C. NOTIFY ENGINEER IN WRITING, AT THE TIME OF SUBMITTAL, OF ANY DEVIATIONS IN THE SUBMITTALS FROM THE REQUIREMENTS OF THE CONTACT DOCUMENTS
- D. THE REVIEW AND APPROVAL OF SHOP DRAWINGS, SAMPLES OR PRODUCT DATA BY THE ENGINEER SHALL NOT RELIEVE THE CONTRACTOR FROM HIS/HER RESPONSIBILITY WITH REGARD TO THE FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS. ALL RISKS OF ERROR AND OMISSION ARE ASSUMED BY THE CONTRACTOR AND THE ENGINEER WILL HAVE NO RESPONSIBILITY THEREFORE.

1. BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER:

- E. BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER, IF ENCLOSED, ARE PROVIDED FOR CONTRACTOR'S INFORMATION AND ARE NOT A PART OF THE CONTRACT DOCUMENTS. THERE IS NO TECHNICAL DATA IN THE BORING LOGS, OTHER REPORTS OR DRAWINGS THAT SHOULD BE

RELIED ON BY THE CONTRACTOR.

7. CONSTRUCTION STAKING:

- A. THE BASELINES AND BENCHMARKS FOR PRIMARY CONTROL, NECESSARY TO ESTABLISH LINES AND GRADES NEEDED FOR CONSTRUCTION ARE SHOWN ON THE DRAWINGS. THESE BASELINES AND BENCHMARKS SHALL BE USED AS THE ORIGIN OF ALL SURVEYS, LAYOUTS AND MEASUREMENTS TO ESTABLISH CONSTRUCTION LINES AND GRADES. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT THE LOSS OR DAMAGE OF PRIMARY CONTROL POINTS. ANY STAKES AND/OR CONTROL POINTS LOST OR DAMAGED BY CONSTRUCTION ACTIVITY WILL BE RE-ESTABLISHED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.

- B. CONSTRUCTION STAKING SHALL BE PERFORMED BY A PROFESSIONAL SURVEYOR AND MAPPER LICENSED IN THE STATE OF FLORIDA.

8. PROTECTION/ADJUSTMENT OF UTILITIES:

- A. UTILITY INSTALLATIONS AND STRUCTURES SHALL BE UNDERSTOOD TO INCLUDE ALL POLES, TRACKS, PIPES, WIRES, CONDUITS, HOUSE SERVICE CONNECTIONS, VAULTS, MANHOLES AND ALL OTHER APPURTENANCES AND FACILITIES PERTAINING THERETO WHETHER OWNED OR CONTROLLED BY THE OWNER, OTHER GOVERNMENTAL BODIES OR PRIVATELY OWNED BY INDIVIDUALS, FIRMS OR CORPORATIONS, USED TO SERVE THE PUBLIC WITH TRANSPORTATION, TRAFFIC CONTROL, GAS, ELECTRICITY, TELEPHONE, SEWERAGE, DRAINAGE, WATER OR OTHER PUBLIC OR PRIVATE PROPERTY WHICH MAY BE AFFECTED BY THE WORK.
- B. CONTRACTOR SHALL PROTECT ALL UTILITY INSTALLATIONS AND STRUCTURES FROM DAMAGE DURING WORK. ACCESS ACROSS ANY BURIED PUBLIC UTILITY INSTALLATION OR STRUCTURE SHALL BE MADE ONLY IN SUCH LOCATIONS AND BY MEANS APPROVED BY THE UTILITY OWNER. THE CONTRACTOR SHALL SO ARRANGE OPERATIONS AS TO AVOID ANY DAMAGE TO THESE FACILITIES. ALL REQUIRED PROTECTIVE DEVICES AND CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR. ALL EXISTING PUBLIC UTILITIES DAMAGED BY THE CONTRACTOR WHICH ARE SHOWN ON THE DRAWINGS OR HAVE BEEN LOCATED IN THE FIELD BY THE UTILITY OWNER SHALL BE REPAIRED BY THE CONTRACTOR.

- C. PUBLIC UTILITY INSTALLATIONS OR STRUCTURES OWNED OR CONTROLLED BY THE OWNER OR OTHER GOVERNMENTAL BODY, WHICH ARE SHOWN ON THE DRAWINGS TO BE REMOVED, RELOCATED, REPLACED OR REBUILT BY THE CONTRACTOR SHALL BE INCLUDED IN THE PRICES BID FOR THE VARIOUS CONTRACT ITEMS. NO SEPARATE PAYMENTS SHALL BE MADE THEREFORE.

- D. WHERE PUBLIC UTILITY INSTALLATIONS OR STRUCTURES OWNED OR CONTROLLED BY THE OWNER OR OTHER GOVERNMENTAL BODY ARE ENCOUNTERED DURING THE COURSE OF THE WORK, AND ARE NOT INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS, AND WHEN IN THE OPINION OF THE ENGINEER, REMOVAL, RELOCATION, REPLACEMENT OR REBUILDING IS NECESSARY TO COMPLETE THE WORK UNDER THIS CONTRACT, SUCH WORK SHALL BE ACCOMPLISHED BY THE UTILITY HAVING JURISDICTION, OR SUCH WORK MAY BE ORDERED, IN WRITING BY THE ENGINEER, FOR THE CONTRACTOR TO ACCOMPLISH. IF SUCH WORK IS ACCOMPLISHED BY THE UTILITY HAVING JURISDICTION IT WILL BE CARRIED OUT EXPEDITIOUSLY AND THE CONTRACTOR SHALL GIVE FULL COOPERATION TO PERMIT THE UTILITY TO COMPLETE THE REMOVAL, RELOCATION, REPLACEMENT OR REBUILDING AS REQUIRED. IF SUCH WORK IS ACCOMPLISHED BY THE CONTRACTOR, IT WILL BE IN ACCORDANCE WITH THE GENERAL AND SUPPLEMENTARY CONDITIONS.

- E. CONTRACTOR SHALL GIVE WRITTEN NOTICE TO OWNER AND GOVERNMENTAL UTILITY DEPARTMENTS AND OTHER OWNERS OF PUBLIC UTILITIES OF THE LOCATION OF THE PROPOSED CONSTRUCTION OPERATIONS, AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE OF BREAKING GROUND IN ANY AREA OR ON ANY UNIT OF THE WORK.

- F. THE MAINTENANCE, REPAIR, REMOVAL, RELOCATION OR REBUILDING OF PUBLIC UTILITY INSTALLATIONS AND STRUCTURES, WHEN ACCOMPLISHED BY THE CONTRACTOR AS HEREIN PROVIDED, SHALL BE DONE BY METHODS APPROVED BY THE UTILITY OWNER.

9. FIELD OBSERVATIONS AND TESTING:

- A. FIELD OBSERVATIONS WILL BE PERFORMED BY ENGINEER AND ALL FIELD TESTING OF MATERIALS WILL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY. THE COST OF PASSING TESTS WILL BE PAID BY OWNER. FAILING TESTS SHALL BE PAID BY THE CONTRACTOR.

- B. FOR TESTS SPECIFIED TO BE MADE BY THE CONTRACTOR (FOR EQUIPMENT/MATERIAL PRIOR TO DELIVERY TO THE PROJECT SITE), THE TESTING PERSONNEL SHALL MAKE THE NECESSARY INSPECTIONS AND TESTS AND THE REPORTS THEREOF SHALL BE IN SUCH FORM AS WILL FACILITATE CHECKING TO DETERMINE COMPLIANCE WITH THE CONTACT DOCUMENTS. SIX (6) COPIES OF THE REPORTS SHALL BE SUBMITTED AND AUTHORITATIVE CERTIFICATION THEREOF MUST BE FURNISHED TO THE ENGINEER AS A PREREQUISITE FOR THE ACCEPTANCE OF ANY MATERIAL OR EQUIPMENT.

- C. IF, IN THE MAKING OF ANY TEST OF ANY MATERIAL, IT IS ASCERTAINED BY THE ENGINEER THAT THE MATERIAL DOES NOT COMPLY WITH THE CONTRACT, THE CONTRACTOR WILL BE NOTIFIED THEREOF AND WILL BE DIRECTED TO REFRAIN FROM DELIVERING SAID MATERIAL, OR TO REMOVE IT PROMPTLY FROM THE SITE OR FROM THE WORK AND REPLACE IT WITH ACCEPTABLE MATERIAL, WITHOUT ADDITIONAL COST TO THE OWNER.

- D. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE PROPER OPERATION OF MATERIAL DURING TESTS AND CONSTRUCTION PERIODS AND SHALL NEITHER HAVE NOR MAKE ANY CLAIM FOR DAMAGE THAT MAY OCCUR TO MATERIAL PRIOR TO THE TIME WHEN THE OWNER FORMALLY TAKES OVER THE OPERATION THEREOF.

- E. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FIELD TESTING.

9. FIELD OBSERVATIONS AND TESTING:

- A. FIELD OBSERVATIONS WILL BE PERFORMED BY ENGINEER AND ALL FIELD TESTING OF MATERIALS WILL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY. THE COST OF PASSING TESTS WILL BE PAID BY OWNER. FAILING TESTS SHALL BE PAID BY THE CONTRACTOR.

- B. FOR TESTS SPECIFIED TO BE MADE BY THE CONTRACTOR (FOR EQUIPMENT/MATERIAL PRIOR TO DELIVERY TO THE PROJECT SITE), THE TESTING PERSONNEL SHALL MAKE THE NECESSARY INSPECTIONS AND TESTS AND THE REPORTS THEREOF SHALL BE IN SUCH FORM AS WILL FACILITATE CHECKING TO DETERMINE COMPLIANCE WITH THE CONTACT DOCUMENTS. SIX (6) COPIES OF THE REPORTS SHALL BE SUBMITTED AND AUTHORITATIVE CERTIFICATION THEREOF MUST BE FURNISHED TO THE ENGINEER AS A PREREQUISITE FOR THE ACCEPTANCE OF ANY MATERIAL OR EQUIPMENT.

- C. IF, IN THE MAKING OF ANY TEST OF ANY MATERIAL, IT IS ASCERTAINED BY THE ENGINEER THAT THE MATERIAL DOES NOT COMPLY WITH THE CONTRACT, THE CONTRACTOR WILL BE NOTIFIED THEREOF AND WILL BE DIRECTED TO REFRAIN FROM DELIVERING SAID MATERIAL, OR TO REMOVE IT PROMPTLY FROM THE SITE OR FROM THE WORK AND REPLACE IT WITH ACCEPTABLE MATERIAL, WITHOUT ADDITIONAL COST TO THE OWNER.

- D. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE PROPER OPERATION OF MATERIAL DURING TESTS AND CONSTRUCTION PERIODS AND SHALL NEITHER HAVE NOR MAKE ANY CLAIM FOR DAMAGE THAT MAY OCCUR TO MATERIAL PRIOR TO THE TIME WHEN THE OWNER FORMALLY TAKES OVER THE OPERATION THEREOF.

- E. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FIELD TESTING.

10. SALVAGE MATERIAL:

- A. ALL SALVAGEABLE MATERIAL AND EQUIPMENT REMOVED FROM THE EXISTING CONSTRUCTION FOR WHICH SPECIFIC USE, RELOCATION OR OTHER DISPOSAL IS NOT SPECIFICALLY NOTED ON THE DRAWINGS OR OTHERWISE SPECIFIED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE TURNED OVER TO HIM. ALL MATERIAL AND EQUIPMENT NOT IN SALVAGEABLE CONDITION AS DETERMINED BY THE ENGINEER, SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER AT THE CONTRACTOR'S EXPENSE. THE ACTUAL STORAGE SITE FOR SALVAGEABLE MATERIAL WILL BE DESIGNATED BY THE OWNER.

11. CLEANING:

- A. DURING CONSTRUCTION OF THE WORK, THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE SITE OF THE WORK AND ADJACENT PREMISES AS FREE FROM MATERIAL, DEBRIS AND RUBBISH AS IS PRACTICABLE AND SHALL REMOVE THE SAME FROM ANY PORTION OF THE SITE IF, IN THE OPINION OF THE ENGINEER, SUCH MATERIAL, DEBRIS, OR RUBBISH CONSTITUTES A NUISANCE OR IS OBJECTIONABLE.

- B. AT THE CONCLUSION OF THE WORK, ALL TOOLS, TEMPORARY STRUCTURES AND MATERIALS BELONGING TO THE CONTRACTOR SHALL BE PROMPTLY TAKEN AWAY AND CONTRACTOR SHALL REMOVE AND PROMPTLY DISPOSE OF ALL RUBBISH OR ANY OTHER FOREIGN MATERIALS. THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL MATERIAL INSTALLED AND SHALL DELIVER SUCH MATERIALS UNDAMAGED IN A CLEAN AND NEW CONDITION.

12. DENSITY TESTING REQUIREMENTS:

- A. ALL DENSITY TESTS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL GEOTECHNICAL ENGINEER, LICENSED IN THE STATE OF FLORIDA.

- B. ALL TESTS AND LOCATIONS ARE SUBJECT TO REVIEW BY REPRESENTATIVES OF OUR OFFICE AND ADDITIONAL TESTS MAY BE REQUIRED BASED ON FIELD OBSERVATIONS OF CONSTRUCTION TECHNIQUES OR MATERIALS USED ON SITE.

- C. DENSITY TESTING SHALL BE PROVIDED FOR THE BASE AND SUBGRADE COURSE EVERY 400 FEET OF THE ROADWAY.

PAVING:

- 1. DELIVER A REPRESENTATIVE LOAD OF THE ROCK MATERIAL TO THE SITE FOR A TESTING LABORATORY TO SAMPLE. ALLOW SUFFICIENT TIME FOR TEST LABORATORY TO ANALYZE BEFORE COMMENCING PLACEMENT ON THE ROAD. TESTING LABORATORY WILL DETERMINE LAB DENSITY PER AASHTO T180 AND THE LIMEROCK BEARING RATIO.

- 2. REPRESENTATIVE LOAD OF ROCK IS TO REMAIN IN STOCKPILE FORM THROUGHOUT ROCK DELIVERY SO THAT ENGINEER CAN MONITOR QUALITY OF ROCK MATERIAL BEING DELIVERED.

- 3. ROCK BASE: MINIMUM LIMEROCK BEARING RATIO OF 100. AT LEAST 97 PERCENT OF THE MATERIAL SHALL PASS A 3-1/2 INCH SIEVE AND THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST. ALL CRUSHING OR BREAKING-UP WHICH MIGHT BE NECESSARY IN ORDER TO MEET SUCH SIZE REQUIREMENT SHALL BE DONE BEFORE THE MATERIAL IS PLACED ON THE ROAD. MATERIAL SHALL NOT CONTAIN CERTY OR OTHER EXTREMELY HARD PIECES, OR LUMPS, BALLS OR POCKETS OF SAND OR CLAY SIZE MATERIAL IN SUFFICIENT QUANTITY AS TO BE DETRIMENTAL TO THE PROPER BONDING, FINISHING, OR STRENGTH OF THE ROCK BASE.

- 4. COMPACT SUBGRADE TO AT LEAST 98 PERCENT OF THE MAXIMUM DENSITY DETERMINED BY ASTM D1557 (AASHTO T180).

- 5. VERIFY SUBGRADE IS READY TO RECEIVE BASE MATERIAL.

- 6. SPREAD THE ROCK UNIFORMLY. REMOVE ALL SEGREGATED AREAS OF FINE OR COARSE ROCK AND REPLACE THEM WITH PROPERLY GRADED ROCK.

- 7. AFTER SPREADING OF THE BASE IS COMPLETED, THE ENTIRE SURFACE SHALL BE SCARIFIED AND SHAPED SO AS TO PRODUCE THE EXACT GRADE AND CROSS SECTION AFTER COMPACTION. FOR DOUBLE COURSE BASE, THIS SCARIFYING SHALL EXTEND TO A DEPTH SUFFICIENT TO PENETRATE SLIGHTLY THE SURFACE OF THE FIRST COURSE.

- 8. WHEN THE SPECIFIED THICKNESS OF THE ROCK BASE IS GREATER THAN 6 INCHES, CONSTRUCT THE BASE IN MULTIPLE COURSES OF EQUAL THICKNESS. INDIVIDUAL COURSES SHALL NOT BE LESS THAN 3 INCHES.

- 9. WHEN THE MATERIAL DOES NOT HAVE THE PROPER MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY, WETTING OR DRYING WILL BE REQUIRED. IF THE MATERIAL IS DEFICIENT IN MOISTURE, WATER WILL BE ADDED AND UNIFORMLY MIXED IN BY DISKING THE BASE COURSE TO ITS FULL DEPTH. IF THE MATERIAL CONTAINS AN EXCESS OF MOISTURE, IT SHALL BE ALLOWED TO DRY BEFORE BEING COMPACTED. WETTING OR DRYING OPERATIONS SHALL INVOLVE MANIPULATION OF THE ENTIRE WIDTH AND DEPTH OF THE BASE AS A UNIT, AS SOON AS PROPER CONDITIONS OF MOISTURE ARE ATTAINED, THE MATERIAL SHALL BE COMPACTED TO AN AVERAGE DENSITY NOT LESS THAN NINETY-EIGHT (98) PERCENT OF THE MAXIMUM DENSITY DETERMINED BY AASHTO T-180.

- 10. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, THE SURFACE SHALL BE "HARD-PLANED" WITH A BLADE GRADER IMMEDIATELY PRIOR TO THE APPLICATION OF THE PRIME COAT TO REMOVE THE THIN GLAZE OR CEMENTED SURFACE AND TO ALLOW FREE PENETRATION OF THE PRIME MATERIAL. THE MATERIALS PLANNED FROM THE BASE SHALL BE REMOVED FROM THE BASE AREA.

- 11. IF, AT ANY TIME, THE SUBGRADE MATERIAL BECOMES MIXED WITH THE BASE COURSE MATERIAL, DIG OUT AND REMOVE THE MIXTURE, AND RESHAPE AND COMPACT THE SUBGRADE. THEN REPLACE THE MATERIALS REMOVED WITH CLEAN BASE MATERIAL, AND SHAPE AND COMPACT. PERFORM THIS WORK AT NO ADDITIONAL EXPENSE TO THE OWNER.

- 12. IN THE PRESENCE OF THE ENGINEER, CHECK THE FINISHED SURFACE OF THE BASE COURSE WITH A TEMPLATE CUT TO THE REQUIRED CROWN AND WITH A 15-FOOT STRAIGHTEDGE LAID PARALLEL TO THE CENTERLINE OF THE ROAD. CORRECT ALL IRREGULARITIES GREATER THAN 1/4 INCH TO THE SATISFACTION OF THE ENGINEER BY SCARIFYING AND REMOVING OR ADDING ROCK AS REQUIRED, AND RECOMPACT THE ENTIRE AREA.

- 13. IF CRACKS OR CHECKS APPEAR IN THE BASE, EITHER BEFORE OR AFTER PRIMING, WHICH IN THE OPINION OF THE ENGINEER WOULD IMPAIR THE STRUCTURAL EFFICIENCY OF THE BASE COURSE, THE CONTRACTOR SHALL REMOVE SUCH CRACKS OR CHECKS BY RESCARIFYING, RESHAPING, ADDING BASE MATERIAL WHERE NECESSARY AND RECOMPACTING.

- 14. ASPHALT MIX DESIGN FOR EACH ASPHALT TYPE SPECIFIED ON THE DRAWINGS. MIX DESIGN SHALL INCLUDE THE INFORMATION SPECIFIED IN PARAGRAPH 334-3 OF THE FDOT SPECIFICATIONS.

- 15. PRIMER: PROVIDE CUTBACK ASPHALT, RC-70 OR RC-250 COMPLYING WITH FDOT SPECIFICATION 916-3.

- 16. ASPHALT CONCRETE: ASPHALTIC CONCRETE SURFACE COURSE SHALL BE COMPOSED OF A MIXTURE OF AGGREGATE, MINERAL FILLER, IF NEEDED, AND ASPHALT CEMENT. THE CONSTITUENTS OF THE MIXTURE SHALL BE COMBINED IN SUCH PROPORTIONS AS TO PRODUCE A MIXTURE HAVING A STABILITY WITHIN THE LIMITS IN THE FDOT "STANDARD SPECIFICATIONS". THE JOB MIX FORMULA, SIZE AND PERCENT OF AGGREGATES SHALL BE AS SPECIFIED IN THE FDOT "STANDARD SPECIFICATIONS". THE THICKNESS OF THE SURFACE COURSE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS.

- 17. SPREAD THE ASPHALT MIXTURE ONLY WHEN THE SURFACE UPON WHICH IT IS TO BE LAID HAS BEEN PREVIOUSLY PREPARED, IS INTACT, FIRM, AND PROPERLY CURED, AND IS DRY.

- 18. VERIFY GRADIENTS AND ELEVATIONS OF BASE ARE CORRECT.

- 19. DO NOT BEGIN PAVING INSTALLATION WITHOUT ENGINEER ACCEPTANCE OF THE SUBSTRATE.

- 20. SPREAD THE ASPHALT MIXTURE ONLY WHEN THE AIR TEMPERATURE IN THE SHADE AND AWAY FROM THE ARTIFICIAL HEAT IS AT LEAST 40°F FOR LAYERS GREATER THAN 1-INCH IN THICKNESS AND AT LEAST 45°F FOR LAYERS 1-INCH OR LESS IN THICKNESS.

- 21. CLEAN THE SURFACE OF THE BASE OR PAVEMENT TO BE COVERED OF ALL LOOSE AND DELETERIOUS MATERIAL BY THE USE OF POWER BROOMS OR BLOWERS, SUPPLEMENTED BY HAND BROOMING WHERE NECESSARY.

- 22. WHERE AN ASPHALT MIX IS TO BE PLACED ON AN EXISTING PAVEMENT OR OLD BASE WHICH IS IRREGULAR, FILL ALL DEPRESSIONS IN THE EXISTING SURFACE MORE THAN 1 INCH DEEP BY SPOT PATCHING WITH A LEVELING COURSE MIXTURE, AND THEN COMPACT THEM THOROUGHLY. FILL CRACKS LARGER THAN 1/4 INCH IN WIDTH WITH A SLURRY MIXTURE OF SAND AND EMULSION.

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NO.	DATE	REVISIONS	BY

ADAM C. SWANEY, P.E.
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EASTWIND DRIVE
DRAINAGE IMPROVEMENTS
NORTH PALM BEACH
NOTES

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- 23. PRIMER:
 - C. APPLY PRIMER OVER SUBSTRATE AT A UNIFORM RATE OF NOT LESS THAN 0.15 GALLON/SQUARE YARD FOR SHELLROCK BASES AND NOT LESS THAN 0.10 GALLON/SQUARE YARD FOR LIMEROCK BASES.
 - D. APPLY TO CONTACT SURFACES OF CURBS, GUTTERS, AND OTHER CEMENT SURFACES.
 - E. USE CLEAN SAND TO BLOT EXCESS PRIMER.
- 24. MAINTAIN THE TEMPERATURE OF THE MIX AT THE TIME OF SPREADING WITHIN ±25°F OF THE ESTABLISHED MIX TEMPERATURE. ENGINEER WILL TAKE MIX TEMPERATURES AT AN AVERAGE FREQUENCY OF ONE PER FIVE TRUCKS. IF THE TEMPERATURE FAILS TO FALL WITHIN THE SPECIFIED TOLERANCE RANGE, TAKE CORRECTIVE ACTION.
- 25. IMMEDIATELY CEASE TRANSPORTATION OF ASPHALT MIXTURES FROM THE PLANT WHEN RAIN BEGINS AT THE ROADWAY. DO NOT PLACE ASPHALT MIXTURES WHILE RAIN IS FALLING, OR WHEN THERE IS WATER ON THE SURFACE TO BE COVERED.
- 26. BEFORE STARTING ANY ROLLING, CHECK THE SURFACE: CORRECT ANY IRREGULARITIES; REMOVE ALL DRIPPINGS, FAT SANDY ACCUMULATIONS FROM THE SCREED, AND FAT SPOTS FROM ANY SOURCE AND REPLACE THEM WITH SATISFACTORY MATERIAL. WHEN CORRECTING A DEPRESSION WHILE THE MIXTURE IS HOT, SCARIFY THE SURFACE AND ADD FRESH MIXTURE.
- 27. COMPACT MIXTURE IN ACCORDANCE WITH PARAGRAPH 330-10 OF THE FDOT SPECIFICATIONS.
- 28. OBTAIN A SMOOTH SURFACE ON ALL PAVEMENT COURSES PLACED AND THEN STRAIGHTEDGE ALL INTERMEDIATE AND FINAL COURSES WITH A 15-FOOT ROLLING STRAIGHTEDGE. FURNISH A 15-FOOT STRAIGHTEDGE AND MAKE IT AVAILABLE AT THE JOB SITE AT ALL TIMES DURING THE PAVING OPERATION FOR CHECKING JOINTS AND SURFACE IRREGULARITIES.
- 29. PRODUCE A FINISHED SURFACE OF UNIFORM TEXTURE AND COMPACTION WITH NO PULLED, TORN, OR LOOSENED PORTIONS AND FREE OF SEGREGATION, AND STREAKS, SAND SPOTS, OR RIPPLES.
- 30. UPON COMPLETION OF FINAL SURFACE COURSE ENGINEER WILL TEST FINISHED SURFACE WITH A 15- FOOT ROLLING STRAIGHTEDGE. CORRECT ALL DEFICIENCIES IN EXCESS OF 3/16-INCH IN ACCORDANCE WITH PARAGRAPH 330-12 OF THE FDOT SPECIFICATIONS.
- 31. ENGINEER MAY DETERMINE PAVEMENT THICKNESS FROM THE DEPTH OF CORE BORINGS. THE MAXIMUM ALLOWABLE DEFICIENCY IN THICKNESS FOR PAVEMENT OF A SPECIFIED THICKNESS OF 2½ INCHES OR MORE IS ½ INCH. FOR PAVEMENT OF A SPECIFIED THICKNESS OF LESS THAN 2½ INCHES IS ¼ INCH.
- 32. IMMEDIATELY AFTER PLACEMENT, PROTECT PAVEMENT FROM MECHANICAL INJURY FOR AS LONG AS REQUIRED UNTIL ACCEPTED BY ENGINEER.

EARTHWORK:

- 1. CONTRACTOR SHALL OBTAIN A "DEWATERING GENERAL WATER USE PERMIT" FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRIOR TO COMMENCING DEWATERING UNLESS THE WORK QUALIFIES FOR A 'NO-NOTICE' AUTHORIZATION AS DESCRIBED IN RULE 40E-20.302(3) OF THE FLORIDA ADMINISTRATIVE CODE.
- 2. CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE WORK AS CONSTRUCTION PROCEEDS. IF UTILITIES ARE TO REMAIN IN PLACE, PROVIDE ADEQUATE MEANS OF PROTECTION.
- 3. SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE ENGINEER IMMEDIATELY. COOPERATE WITH RESPONSIBLE UTILITY COMPANIES IN KEEPING RESPECTIVE SERVICES AND FACILITIES IN OPERATION.
- 4. DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED AND USED BY OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE RESPECTIVE UTILITY OWNER.
- 5. CONTRACTOR SHALL SUSTAIN IN THEIR PLACES AND PROTECT FROM DIRECT OR INDIRECT INJURY ALL PIPES, POLES, UTILITIES, WALLS, BUILDINGS, AND OTHER STRUCTURES OR PROPERTY IN THE VICINITY OF WORK, WHETHER ABOVE OR BELOW THE GROUND, OR THAT MAY APPEAR IN THE TRENCH. CONTRACTOR SHALL TAKE ALL RISKS ATTENDANT TO THE PRESENCE OR PROXIMITY OF PIPES, POLES, WALLS, BUILDINGS, AND OTHER STRUCTURES AND PROPERTY, OF EVERY KIND AND DESCRIPTION, IN OR OVER HIS TRENCHES, EXCAVATIONS OR IN THE VICINITY OF HIS WORK WHETHER ABOVE OR BELOW THE GROUND AND SHALL BE RESPONSIBLE FOR ALL DAMAGE AND ASSUME ALL EXPENSE FOR DIRECT OR INDIRECT INJURY, CAUSED BY HIS WORK, TO ANY OF THEM, OR TO ANY PERSON OR PROPERTY BY REASON OF INJURY TO THEM, WHETHER SUCH STRUCTURES ARE OR ARE NOT SHOWN ON THE DRAWINGS.
- 6. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, BENCHMARKS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EXCAVATING OPERATIONS.
- 7. PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- 8. WHEN EXCAVATIONS EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL MEET THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S EXCAVATION SAFETY STANDARDS 29 C.F.R.S. 1926.650, SUBPART P.

- 9. MATERIAL BELOW SUBGRADE DEEMED UNSUITABLE SHALL BE REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- 10. EXCAVATION IN THE VICINITY OF ADJACENT FACILITIES SHALL BE PERFORMED BY MEANS THAT WILL NOT DAMAGE THE FACILITIES. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE FACILITY'S OWNER AT NO ADDITIONAL COST TO OWNER.
- 11. TRENCH BOTTOM SHALL BE SHAPED TO CONFORM TO PIPE BELLS OR OTHER SHAPE IRREGULARITIES OF SPECIAL APPURTENANCES.
- 12. WHERE A TRENCH CROSSES EXISTING PAVED AREAS OR ROADWAYS WHICH HAVE NOT BEEN SCHEDULED TO BE REPAVED ON THE DRAWINGS, THE PAVED AREA SHALL BE SAW CUT. RIPPING OF PAVEMENT FOR TRENCHES WITH EXCAVATION EQUIPMENT WILL NOT BE ALLOWED.
- 13. SATISFACTORY EXCAVATED MATERIALS SHALL BE STOCKPILED UNTIL REQUIRED FOR BACKFILL. STOCKPILES SHALL BE PLACED, GRADED AND SHAPED FOR PROPER DRAINAGE.
- 14. SOIL MATERIALS SHALL BE LOCATED AND RETAINED AWAY FROM EDGES OF EXCAVATIONS.
- 15. EXCESS AND/OR UNSATISFACTORY MATERIALS SHALL BE DISPOSED OF OFFSITE
- 16. GENERAL: PROVIDE BORROW SOIL MATERIALS WHEN SUFFICIENT SATISFACTORY SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS.
- 17. SATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, AND SM, OR A COMBINATION OF THESE GROUPS, FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, VEGETATION, AND OTHER DELETERIOUS MATTER.
- 18. UNSATISFACTORY SOILS: ASTM D2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, MH, CL, CH, OL, OH AND PT, OR A COMBINATION OF THESE GROUPS.
- 19. UNSATISFACTORY SOILS ALSO INCLUDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.
- 20. BACKFILL AND FILL: SATISFACTORY SOIL MATERIALS.
- 21. BACKFILL SHALL BE PLACED IN LAYERS NOT TO EXCEED TWELVE INCHES IN DEPTH AS MEASURED BEFORE COMPACTION. EACH LAYER SHALL BE COMPACTED TO AT LEAST THE MINIMUM PERCENTAGE OF A MODIFIED PROCTOR (ASTM D1557) SPECIFIED IN THE COMPACTION SCHEDULED IN PARAGRAPH 3.03.
- 22. AREAS ADJACENT TO STRUCTURES AND OTHER CONFINED AREAS INACCESSIBLE TO A VIBRATORY ROLLER SHALL BE COMPACTED WITH A MANUALLY OPERATED VIBRATORY COMPACTOR.
- 23. IT IS THE INTENTION THAT THE FILL MATERIALS WITH RESPECT TO MOISTURE BE USED IN THE CONDITION THEY ARE EXCAVATED INSOFAR AS THIS IS PRACTICABLE. MATERIAL WHICH IS TOO WET SHALL BE SPREAD ON THE FILL AREA AND PERMITTED TO DRY, ASSISTED BY HARROWING IF NECESSARY, UNTIL THE MOISTURE CONTENT IS REDUCED TO ALLOWABLE LIMITS.
- 24. IF ADDED MOISTURE IS REQUIRED, WATER SHALL BE APPLIED BY SPRINKLER TANKS OR OTHER SPRINKLER SYSTEMS WHICH WILL INSURE UNIFORM DISTRIBUTION OF THE WATER OVER THE AREA TO BE TREATED AND GIVE COMPLETE AND ACCURATE CONTROL OF THE AMOUNT OF WATER TO BE USED. IF TOO MUCH WATER IS ADDED THE AREA SHALL BE PERMITTED TO DRY BEFORE COMPACTION IS CONTINUED.
- 25. SUPPLY ALL HOSE, PIPING, VALVES, SPRINKLERS, PUMPS, SPRINKLER TANKS, HAULING EQUIPMENT, AND ALL OTHER MATERIALS AND EQUIPMENT NECESSARY TO PLACE THE WATER ON THE FILL.
- 26. UNSUITABLE AND SURPLUS EXCAVATED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED AND DISPOSED OF OFF SITE.
- 27. SUITABLE EXCAVATED MATERIAL MAY BE USED FOR FILL OR BACKFILL IF IT MEETS THESE SPECIFICATIONS.
- 28. ALLOW TESTING LABORATORY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FROM PREVIOUSLY COMPLETED WORK COMPLIES WITH REQUIREMENTS.
- 29. TESTING AGENCY WILL TEST COMPACTION OF SOILS IN PLACE ACCORDING TO ASTM D2922.
- 30. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
- 31. PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION. KEEP FREE OF TRASH AND DEBRIS.
- 32. REPAIR AND RE-ESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE COMPLETED OR PARTIALLY COMPLETED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS

NOTES:

- 1. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR

- ORIGINAL CONDITION. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO PAVEMENT MARKINGS, DRIVEWAYS, IRRIGATION, LIGHTING, MAILBOXES, FIRE HYDRANTS, METERS, FENCING, EXISTING DRAINAGE, VEGETATION, SOD, DUNES, ETC.
- 2. VALVE BOXES, MANHOLES, CLEANOUTS, AND OTHER UTILITIES IN THE PAVEMENT WORK AREA SHALL BE PROTECTED AND ADJUSTED TO MATCH FINISHED GRADE.
- 3. SIGNS TO BE ADJUSTED WHERE APPLICABLE. STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- 4. ROADWAY NEEDS TO REMAIN OPEN TO THE PUBLIC AT ALL TIMES.
- 5. MAINTENANCE OF TRAFFIC (MOT), CONTRACTOR TO PROVIDE MOT PLAN FOR APPROVAL BY TOWN STAFF PRIOR TO CONSTRUCTION. MOT PLAN SHALL BE PREPARED BY A CERTIFIED WORKSITE TRAFFIC CONTROL TECHNICIAN OR TRAFFIC CONTROL SUPERVISOR, AS APPROPRIATE FOR JOB COMPLEXITY. A LEGIBLE COPY OF THE TECHNICIAN/SUPERVISOR'S VALID CERTIFICATION MUST BE SUBMITTED WITH THE MOT PLAN. A CERTIFIED TRAFFIC CONTROL SUPERVISOR MUST SIGN THE MOT PLAN, AND A COPY OF HIS/HER CURRENT CERTIFICATION MUST BE INCLUDED.
- 6. ALL PAVEMENT MARKING, GEOMETRICS AND SIGNAGE SHALL COMPLY WITH PALM BEACH COUNTY TRAFFIC DIVISION STANDARD DETAIL NO. T-P-18.

1. PROVISIONS FOR CONTROL OF POLLUTION:

- A. SUFFICIENT PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT THE RUN-OFF OF POLLUTING SUBSTANCES SUCH AS SILT, CLAY, FUELS, OILS, BITUMEN'S OR OTHER POLLUTING MATERIALS HARMFUL TO HUMANS, FISH, OR OTHER LIFE, INTO THE SUPPLIES AND SURFACE WATERS OF THE STATE OF FLORIDA. CONTROL MEASURES MUST BE ADEQUATE TO ASSURE THAT TURBIDITY IN THE RECEIVING WATER WILL NOT BE INCREASED MORE THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND UNLESS OTHERWISE PERMITTED. SPECIAL PRECAUTIONS SHALL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION. EROSION EVIDENT WITHIN THE LIMITS OF CONSTRUCTION OR OTHER AREAS AFFECTED BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- B. FILL OUT A NOTICE OF INTENT FORM (FDEP FORM 62-621.300(4)B) AND SUBMIT IT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- C. EXCAVATION OF WATER MANAGEMENT FACILITIES SHOULD OCCUR IMMEDIATELY AFTER CLEARING AND GRUBBING TO SERVE AS A SEDIMENT TRAP OR CATCHMENT FOR STORMWATER RUNOFF FROM EXPOSED SOILS.
- D. CONSTRUCT PERIMETER BERM OR GRADE SITE TO PREVENT OFF-SITE DISCHARGE OF STORMWATER RUNOFF.
- E. PLACE SILT FENCES OR HAY BALES TO CONTAIN EROSION IN AREAS PRONE TO STORMWATER RUNOFF EROSION VELOCITIES.
- F. PROTECT EACH INLET THAT MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE WITH SILT FENCE/FILTER FABRIC STAKED IN PLACE.
- G. INSTALL TURBIDITY SCREENS WITHIN THE RECEIVING BODY BEFORE COMMENCEMENT OF BANK IMPROVEMENTS AND OUTFALL INSTALLATIONS.
- H. TAKE ALL REASONABLE PRECAUTIONS TO CONTROL DUST AND UNCONFINED PARTICULATE MATTER. THE APPLICATION OF WATER IS AN ACCEPTABLE DUST SUPPRESSANT ON ROADWAYS, STOCKPILES, AND ANY OTHER AREAS WITHIN THE PROJECT BOUNDARIES. DUST SUPPRESSANT WATER SHALL BE APPLIED IN SUCH A MANNER SO AS NOT TO PRODUCE EXCESS RUNOFF AND EROSION.
- I. TURBIDITY IN RECEIVING WATER SHALL NOT BE INCREASED MORE THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND.
- J. TAKE PRECAUTIONS IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION.

2. OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES:

- A. HAZARDOUS WASTE - DISPOSE OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS.
- B. NOISE - MINIMIZE NOISE CAUSED BY THE OPERATION OF EQUIPMENT. ABIDE BY ALL LOCAL REGULATIONS COVERING NOISE CONTROL.
- C. ODORS - DO NOT CAUSE OBJECTIONABLE ODORS TO BE GENERATED.
- D. OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE SHALL BE COVERED WITH A TARPULIN.
- E. OPEN BURNING - NO OPEN FIRES OR BURNING OF MATERIALS OTHER THAN VEGETATIVE LAND CLEARING DEBRIS. OBTAIN PRIOR APPROVAL TO BURN FROM THE LOCAL AUTHORITY AND APPLICABLE FIRE MARSHALL.
- F. PAINTS - ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM, BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO THE PAINT MANUFACTURER'S INSTRUCTIONS AND STATE OR LOCAL REGULATIONS.
- G. PESTICIDES AND HERBICIDES - ANY PESTICIDE AND HERBICIDE USAGE WILL BE BY STATE LICENSED APPLICATORS.
- H. PETROLEUM PRODUCTS - MONITOR ONSITE VEHICLES AND TANKS FOR LEAKS. THEY SHALL RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. STORE PETROLEUM PRODUCTS IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. USE ASPHALT SUBSTANCES ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE SECONDARY CONTAINMENT FOR ALL ABOVE GROUND FUEL TANKS.
- I. SANITARY WASTE - COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS AT LEAST TWICE PER WEEK.
- J. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER PROVIDED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. DEPOSIT ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE IN THE DUMPSTER. THE DUMPSTER IS TO BE EMPTIED AS NEEDED SO THERE IS NO OVERFLOW. HAUL TRASH TO A STATE APPROVED LANDFILL FACILITY.

- 3. **MAINTENANCE / INSPECTION PROCEDURES:**
 - A. INSPECT ALL CONTROL MEASURES AT LEAST ONCE PER WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCHES OR GREATER.
 - B. MAINTAIN ALL MEASURES IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT MUST BE INITIATED WITHIN 24 HOURS OF THE ONSITE INSPECTION REPORT.
 - C. REMOVE BUILT UP SEDIMENT FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
 - D. INSPECT SILT FENCE FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
 - E. PREPARE A MAINTENANCE INSPECTION REPORT AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS FOUND AT THE END OF THIS SECTION.
 - F. THE CONTRACTOR SHALL DESIGNATE A QUALIFIED PERSON TO BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND COMPLETING THE INSPECTION AND MAINTENANCE REPORTS.
 - G. NON-STORMWATER DISCHARGES ARE PERMISSIBLE PROVIDED THAT DISCHARGE DOES NOT CAUSE EROSION OR CREATE TURBIDITY WITHIN THE RECEIVING BODY AND ARE IN COMPLIANCE WITH REGULATORY REQUIREMENTS. THESE DISCHARGES MAY INCLUDE WATER LINE FLUSHING, FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, DUST CONTROL, IRRIGATION DRAINAGE, AIR CONDITIONING CONDENSATION, AND WATER USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.

DRAINAGE:

- 1. PIPE SHALL BE PROTECTED DURING STORAGE AND HANDLING AGAINST IMPACT SHOCKS AND FREE FALL. PIPE SHALL BE KEPT CLEAN AT ALL TIMES. LAY PIPE TO SLOPE GRADIENTS NOTED ON THE DRAWINGS WITH A MAXIMUM VARIATION FROM TRUE SLOPE OF 1/8 INCH IN 10 FEET.
- 3. ALL PIPE SHALL BE CAREFULLY INSTALLED STARTING AT THE LOWEST END, WITH HUBS UPGRADE AND TONGUE END FULLY ENTERED INTO THE HUB.
- 4. ANY PIPE THAT IS NOT IN TRUE ALIGNMENT OR WHICH SHOWS ANY SETTLEMENT AFTER INSTALLATION SHALL BE TAKEN UP AND RE-INSTALLED AT NO ADDITIONAL COST TO OWNER.
- 5. PLACE PLUGS IN ENDS OF UNCOMPLETED PIPE AT END OF DAY OR WHENEVER WORK STOPS.
- 6. RUBBER GASKETS FOR CONCRETE PIPE JOINTS SHALL MEET THE REQUIREMENTS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 942. THE GASKET AND THE SURFACE OF THE PIPE JOINT, INCLUDING THE GASKET RECESS, SHALL BE CLEAN AND FREE FROM GRIT, DIRT, AND OTHER FOREIGN MATTER AT THE TIME THE JOINTS ARE MADE.
- 7. PIPE SHALL BE SET FIRMLY, ACCORDING TO THE LINES AND GRADE; AND PREPARATORY TO MAKING JOINTS, ALL SURFACES OF THE PORTION OF THE PIPE TO BE JOINTED SHALL BE THOROUGHLY CLEANED. THE PIPE SHALL BE LAID WITH THE GROOVE UPSTREAM. A SHALLOW EXCAVATION SHALL BE MADE UNDERNEATH THE PIPE AT THE JOINT.
- 8. IMMEDIATELY PRIOR TO INSTALLATION OF CONCRETE PIPE, THE ENTIRE INTERIOR OF THE GROOVE OF THE PIPE ALREADY INSTALLED, AND THE RUBBER GASKET OF THE PIPE TO BE INSTALLED SHALL BE COATED WITH AN APPROVED VEGETABLE SOAP LUBRICANT. THE GROOVE AND SPIGOT ENDS SHALL BE CLEANED PRIOR TO APPLICATION OF THE LUBRICANT. THE PIPE SHALL THEN BE ALIGNED WITH THE PREVIOUSLY INSTALLED PIPE AND THE JOINT PULLED TOGETHER. THE JOINT SHALL BE PULLED BY THE USE OF INTERIOR OR EXTERIOR PULL JACKS OR WINCHES, ANCHORED BY SUITABLE MEANS. THE CHOICE OF METHOD AND TYPE OF EQUIPMENT WILL DEPEND ON TRENCH CONDITIONS, TYPE AND SIZE OF PIPE, AND ITS ABILITY TO PROPERLY SEAT THE GASKET. IF, WHILE MAKING THE JOINT, THE GASKET BECOMES LOOSE AND CAN BE SEEN THROUGH THE EXTERIOR JOINT RECESS WHEN THE JOINT IS PULLED UP TO WITHIN ONE INCH (1") OF CLOSURE, THE PIPE SHALL BE REMOVED AND THE JOINT REMADE
- 9. REPAIR CONCRETE PIPE LIFT HOLES BY USE OF A HAND-PLACED STIFF, NON-SHRINK, 1 TO 1 MORTAR OF CEMENT AND FINE SAND, AFTER WASHING OUT THE HOLE WITH WATER. COMPLETELY FILL THE VOID CREATED BY THE LIFT HOLE WITH MORTAR. COVER THE REPAIRED AREA WITH A 24 INCH BY 24 INCH PIECE OF FILTER FABRIC SECURED TO THE PIPE. USE A CLASS D FILTER FABRIC MEETING THE REQUIREMENTS SHOWN IN INDEX 199 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S ROADWAY AND TRAFFIC DESIGN STANDARDS. SECURE THE FILTER FABRIC TO THE PIPE USING A METHOD THAT HOLDS THE FABRIC IN PLACE UNTIL THE BACKFILL IS PLACED AND COMPACTED. USE A GROUT MIXTURE, MASTIC, OR STRAPPING DEVICE TO SECURE THE FABRIC TO THE PIPE.
- 10. WHEN SHOWN ON THE DRAWINGS, SEAL THE ENDS OF THE PIPE WITH A MASONRY PLUG A MINIMUM OF 8 INCHES IN THICKNESS.
- 11. INSTALL FILTER FABRIC JACKET AROUND THE FIRST JOINT OF ALL PIPE ENTERING OR LEAVING A DRAINAGE STRUCTURE AND AT ALL CONCRETE PIPE JOINTS. USE A FILTER FABRIC JACKET CONSISTING OF A PIECE OF WOVEN OR NON-WOVEN FILTER FABRIC WHICH PROVIDES AN APPARENT OPENING SIZE OF A NO. 70 TO NO. 100 SIEVE, 24 INCHES IN WIDTH AND A LENGTH SUFFICIENT TO PROVIDE A MINIMUM OVERLAP OF 24 INCHES. SECURE THE FILTER FABRIC JACKET AGAINST THE OUTSIDE OF THE CONCRETE PIPE BY STEEL OR PLASTIC STRAPPING.
- 12. CORRUGATED POLYETHYLENE PIPE
 - A. AASHTO M294, TYPE S SMOOTH WALL INTERIOR. CORRUGATIONS MAY ONLY BE ANNULAR. BELL AND SPIGOT JOINTS WITH A GASKET MEETING ASTM F477. WHEN PERFORATED PIPE IS SPECIFIED ON THE DRAWINGS, THE PERFORATIONS SHALL CONFORM TO THE REQUIREMENTS OF CLASS 1.
- 13. TRENCHES ARE TO BE DRY WHILE THE PIPE IS BEING LAID.

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CERTIFICATE OF AUTHORIZATION #7085

DATE	MARCH 2025
DRAWN BY	KG
PROJECT ENG	ACS
PROJECT MGR	ACS
CHECKED	ACS
SHEET NO.	C-4 OF 5
JOB NO.	03045.192

NO.	DATE	REVISIONS

ADAM C. SWANEY, P.E.
FL LICENSE # 72235

**EASTWIND DRIVE
DRAINAGE IMPROVEMENTS
NORTH PALM BEACH
NOTES**

PLOT: 3/17/2025 12:00:15 PM J:\Land Projects R2103045.192.NPB Buoy and Eastwind Drainage\Drawings\Eastwind-C-6 PAY ITEMS.dwg DATE: 3/17/2025 11:14 AM

#	Description	Unit	Quantity
PAVING, GRADING, AND DRAINAGE			
PGD-1	MOBILIZATION	LS	1
PGD-2	MAINTENANCE OF TRAFFIC	LS	1
PGD-3	POLLUTION PREVENTION	LS	1
PGD-4	CLEARING & GRUBBING	LS	1
PGD-5	STAKING AND RECORD DRAWINGS	LS	1
PGD-6	EXCAVATION	CY	80
PGD-7	2" TYPE SP-9.5 ASPHALTIC CONCRETE	SY	48
PGD-8	MILLING AND RESURFACING W/ 1" SP-9.5 ASPHALT	SY	595
PGD-9	8" BASEROCK W/ PRIME COAT	SY	48
PGD-10	12" COMPACTED SUBGRADE	SY	48
PGD-11	INLETS, DT BOT, TYPE C, <10'	EA	2
PGD-12	18" RCP PIPE	LF	76
PGD-13	PAVEMENT MARKINGS	LS	1
PGD-14	SIDEWALK RESTORATION	SY	6
PGD-15	DETECTABLE WARNING SURFACE	EA	2

ITEM PGD-7

UNIT PRICE INCLUDES ANY TACK AND INSTALLATION. INCLUDE CONSTRUCTION OF AN ASPHALT ROADWAY PER THE DETAIL IN THE PLANS. THE UNIT PRICE SHALL INCLUDE ALL EXCAVATION, LINE CUTTING OF EXISTING PAVEMENT, PREPARATION OF SUBGRADE, FINE GRADING, PLACEMENT OF SUBGRADE MATERIAL, COMPACTION, ROLLING, BROOMING, AND OTHER MISCELLANEOUS WORK REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, THE CITY, AND PALM BEACH COUNTY SPECIFICATIONS.

ITEM PGD-8

INCLUDES FOR MILLING EXISTING ASPHALT PAVEMENT AND INSTALLING NEW 1 INCH TYPE SP 9.5 ASPHALT OVERLAY, WHERE INDICATED ON THE PLANS SHALL BE MADE AT THE CONTRACTOR'S UNIT PRICE PER SQUARE YARD FOR 1 INCH AND 1 INCH MINIMUM MILLING AND TYPE SP 9.5 ASPHALT OVERLAY AND SHALL INCLUDE ALL LABOR, MATERIAL, ASPHALT TESTING, AND EQUIPMENT REQUIRED TO MILL AN AVERAGE 1 INCH BUT NOT LESS THAN 1 INCH, OF EXISTING ASPHALT AND CONSTRUCT TYPE SP 9.5 ASPHALTIC CONCRETE OVERLAY AS SHOWN ON THE PLAN VIEW AND DETAIL DRAWINGS. THE UNIT PRICE SHALL INCLUDE COMPENSATION FOR MULTIPLE MOBILIZATIONS, LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO MILL EXISTING PAVEMENT AND THE CONSTRUCT THE NEW TYPE SP 9.5 ASPHALTIC SURFACE OVERLAY WITH TACK COAT.

ITEM PGD-9

UNIT PRICE INCLUDES ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS NECESSARY TO PROVIDE 8 INCHES OF LIMEROCK (LBR 100) TO INCLUDE BUT NOT LIMITED TO GRADING, SUBGRADE SHAPING, ROLLING/COMPACTING, TESTING, AND PRIME COAT OF THE FINISHED ROCK, SO THAT FINAL BASE IS UNIFORM AND READY FOR PAVING. CONTRACTOR IS ALSO RESPONSIBLE FOR WORKING THE EXISTING BASE OR BRINGING ADDITION MATERIAL IF NECESSARY TO INSURE THE SUBGRADE IS FIRM AND UNYIELDING TO THE WEIGHT OF A FULLY LOADED DUMP TRUCK BEFORE BASE IS PLACED. COST OF THIS WORK IS INCLUDED INTO THE PAY ITEM.

ITEM PGD-10

UNIT PRICE INCLUDES ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS NECESSARY TO PROVIDE 12 INCHES OF SUBGRADE TO INCLUDE BUT NOT LIMITED TO GRADING, SHAPING, ROLLING/COMPACTING, AND TESTING, SO THAT FINAL BASE IS UNIFORM AND READY FOR LIMEROCK. CONTRACTOR IS ALSO RESPONSIBLE FOR WORKING THE EXISTING BASE OR BRINGING ADDITION MATERIAL IF NECESSARY TO INSURE THE SUBGRADE IS FIRM AND UNYIELDING TO THE WEIGHT OF A FULLY LOADED DUMP TRUCK BEFORE BASE IS PLACED. COST OF THIS WORK IS INCLUDED INTO THE PAY ITEM.

ITEM PGD-11

INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT FOR THE INSTALLATION OF THREE TYPE C INLETS. ALL STRUCTURE BOXES ARE LESS THAN 10 FEET IN DEPTH UNLESS OTHERWISE NOTED.

ITEM PGD-12

INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO FURNISH AND INSTALL THE CLASS 3 REINFORCED CONCRETE PIPE. INCLUDES ALL PIPES, JOINTS, FILTER FABRIC, BEDDING, TRENCHING, EXCAVATION, BACKFILL, COMPACTION, AND ALL INCIDENTAL LABOR AND MATERIAL NECESSARY TO COMPLETE THE CONSTRUCTION OF PIPE AS REQUIRED BY THIS SECTION OF THE SPECIFICATIONS.

ITEM PGD-13

LUMP SUM PRICE SHALL INCLUDE COMPENSATION FOR LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO INSTALL ALL PERMANENT PAVEMENT MARKINGS, SYMBOLS, AND RPM'S IN ACCORDANCE WITH FDOT SPECIFICATIONS.

ITEM PGD-14

INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO FURNISH AND INSTALL THE 4" THICK CONCRETE SIDEWALK. INCLUDES BEDDING, SUBGRADE, EXCAVATION, COMPACTION, AND ALL INCIDENTAL LABOR AND MATERIAL NECESSARY TO COMPLETE THE CONSTRUCTION.

PAY ITEM NOTES:

ITEM PGD-1 LUMP SUM PRICE INCLUDES FOR MOBILIZATION/DEMobilIZATION, INSURANCE, BOND, LICENSE, DENSITY TESTING AND OTHER MISCELLANEOUS ADMINISTRATIVE COSTS, AND ALL OTHER COSTS TO THE CONTRACTOR NOT SPECIFICALLY IDENTIFIED IN THE COSTS OF OTHER WORK UNDER THE CONTRACT WILL BE MADE AT THE CONTRACT LUMP SUM PRICE BID FOR THE ITEM. NO ADDITIONAL PAYMENT SHALL BE MADE FOR TRANSPORTATION, COMMUNICATIONS, OFFICE MAINTENANCE, AND OTHER INCIDENTAL WORK OR SERVICES, AND NO FURTHER PAYMENT SHALL BE MADE FOR REMOBILIZATION UNLESS ALL OF THE WORK IS SUSPENDED BY THE ENGINEER FOR A PERIOD IN EXCESS OF THREE MONTHS AND THROUGH NO FAULT TO THE CONTRACTOR. THE CONTRACT UNIT PRICE SHALL INCLUDE COMPENSATION FOR LABOR, MATERIALS, EQUIPMENT AND ALL OTHER INCIDENTALS REQUIRED TO COMPLETE THIS ITEM.

ITEM PGD-2 LUMP SUM PRICE INCLUDES ALL MOT SIGNS, POSTS, BARRICADES, CONNECTIONS, INSTALLATION AND REMOVAL. INCLUDES MAINTENANCE OF TRAFFIC AND DETOURS AS REQUIRED AROUND THE CONSTRUCTION AREAS, REMOVAL AND REINSTALLATION OF EXISTING TRAFFIC SIGNS, AND MAINTENANCE OF DRIVEWAYS DURING CONSTRUCTION TO ALLOW ACCESS TO PROPERTY.

ITEM PGD-3 LUMP SUM PRICE INCLUDES COMPENSATION FOR REQUIRED LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO PROVIDE NPDES CONTROL IN ACCORDANCE WITH THE SPECIFICATION.

ITEM PGD-4 LUMP SUM PRICE INCLUDES SAW CUTTING AND REMOVAL OF EXISTING ASPHALT, BASE, CONCRETE, UNSUITABLE MATERIALS AND ROOT SYSTEMS ENTIRELY BELOW PROPOSED BASE, REMOVAL OF ANY UNFORESEEN OBSTRUCTIONS AS NECESSARY TO COMPLETE THE CONSTRUCTION PROJECT AS SHOWN ON THE DRAWINGS.

ITEM PGD-5 LUMP SUM PRICE INCLUDES ONE SET OF FULL-SIZE DESIGN DRAWINGS ON REPRODUCIBLE MATERIAL AND AN ELECTRONIC FILE OF THE DESIGN DRAWINGS WILL BE FURNISHED TO THE CONTRACTOR BY THE VILLAGE. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE A RECORD SET OF AS-BUILT DRAWINGS BY A LICENSED SURVEYOR ON FULL-SIZE, REPRODUCIBLE MATERIAL AND AN ELECTRONIC FILE IN AUTOCAD LATEST VERSION. THE AS-BUILT DATA SHALL BE IN STATE PLANE COORDINATES AND NAVD 88.

ITEM PGD-6 INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT REQUIRED TO EXCAVATE SITE. THIS PAY ITEM IS PLAN QUANTITY. EXCAVATION QUANTITIES ESTIMATED WITHOUT COMPACTION RATE APPLIED.

NO.	DATE	REVISIONS	REMARKS

ADAM C. SWANEY, P.E.
FL LICENSE # 72235

**EASTWIND DRIVE
DRAINAGE IMPROVEMENTS
NORTH PALM BEACH
PAY ITEMS**

engenuity
A Higher Standard of Excellence
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CERTIFICATE OF AUTHORIZATION #7085

DATE	DRAWN BY	PROJECT ENG	PROJECT MGR	CHECKED
MARCH 2025	KG	ACS	ACS	ACS

SHEET NO. C-5 OF 5
JOB NO. 03045.192

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SECTION 10

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the **PUBLIC OPENING** for this Solicitation. It is **VERY IMPORTANT** that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid **NON-RESPONSIVE**, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid:

Due Date and Time:

Name of Bidder:

Address:

Contact Person:

Bid Amount(s):

Authorized Signature:

Date:

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 14, 2025

SUBJECT: **RESOLUTION** – Approval of Third Amendment to Legal Services Agreement to increase the hourly rate.

Through the adoption of Resolution No. 2006-62 on August 24, 2006, the Village Council approved a Legal Services Agreement with Leonard G. Rubin, P.A. and Glen J. Torcivia and Associates, P.A. (subsequently Torcivia, Donlon, & Goddeau, P.A.) to provide legal services to the Village as Village Attorney. Through the adoption of Resolution No. 2016-61 on September 22, 2016, the Village Council approved an Amendment to the Agreement to increase the hourly rate from \$175.00 per hour to \$195.00 per hour. The two law firms merged into the new firm of Torcivia, Donlon, Goddeau & Rubin, P.A., and through the adoption of Resolution No. 2020-82 on December 10, 2020, the Village Council approved the assignment of the Legal Services Agreement to the new firm. On September 23, 2021, through the adoption of Resolution No. 2021-83, the Village Council approved a Second Amendment to the Legal Services Agreement to increase the hourly rate from \$195.00 to \$232.00 per hour.

As discussed with the Village Manager, the firm is requesting an increase in the hourly rate from \$232.00 per hour to \$250.00 per hour effective October 1, 2025. As set forth above, the Council last approved an increase to the hourly rate four years ago. The current hourly rates (and hourly rates effective October 1, 2025) paid by municipalities in northern Palm Beach County are as follows:

Municipality	Current Hourly Rate	Hourly Rate Effective October 1, 2025
Jupiter	\$400.00	\$400.00
Lake Park	\$300.00	\$300.00
Palm Beach Gardens	\$281.35	\$289.79
Tequesta	\$225.00	\$250.00
Average:	\$301.59	\$309.95

Juno Beach is not included in the above calculation because prior to the firm's resignation, the firm was planning on seeking a significant increase, and the Town is currently seeking proposals from other law firms to provide legal services. Based on the proposals recently received by another municipality seeking legal services, it is anticipated that the new hourly rate will be in the range of \$275.00 to \$325.00 per hour. Including Juno Beach's current hourly rate reduces the average from \$301.59 to \$281.27.

To avoid future significant increases, the firm also requests that the Village Council increase the hourly rate by three percent (3%) each subsequent fiscal year commencing October 1, 2026. This arrangement is currently in effect for the City of Palm Beach Gardens and other municipalities represented by the firm,

including, but not limited to, the Town of Highland Beach, the Town of South Palm Beach, and the City of Lake Worth Beach.

The firm sincerely appreciates the faith and trust of the Village Council and the members of Village Staff and looks forward to continuing its long-standing relationship with the Village of North Palm Beach.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Third Amendment to the Legal Services Agreement with Torcivia, Donlon, Goddeau & Rubin, P.A. to increase the hourly rate and provide for increases in future fiscal years and authorizing the Mayor and Village Clerk to execute the Third Amendment in accordance with Village policies and procedures.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH TORCIVIA, DONLON, GODDEAU & RUBIN, P.A. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2006-62, the Village Council approved a Legal Services Agreement with Leonard G. Rubin, P.A. and Torcivia, Donlon & Goddeau, P.A. (f/k/a Law Office of Glen J. Torcivia and Associates, P.A.) for Village Attorney Services; and

WHEREAS, through the adoption of Resolution No. 2016-61, the Village Council approved an Amendment to the Agreement to increase the hourly rate; and

WHEREAS, through the adoption of Resolution No. 2020-82, the Village Council approved an assignment of the Legal Services Agreement to the newly merged firm of Torcivia, Donlon, Goddeau & Rubin, P.A.; and

WHEREAS, through the adoption of Resolution No. 2021-83, the Village Council approved a Second Amendment to the Agreement to increase the hourly rate; and

WHEREAS, the parties wish to again amend the Legal Services Agreement to increase the hourly rate and provide for future increases, and the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Village Council hereby approves a Third Amendment to the Legal Services Agreement with Torcivia, Donlon, Goddeau & Rubin, P.A., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Third Amendment on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS THIRD AMENDMENT is made and entered into this ____ day of August, 2025 by and between the Village of North Palm Beach, a Florida municipal corporation (hereinafter “Village”) and Torcivia, Donlon, Goddeau & Rubin, P.A., a Florida corporation (hereinafter “Firm”).

WHEREAS, on August 26, 2006, the Village entered into a Legal Services Agreement (“Agreement”) with the law firms of Leonard G. Rubin, P.A. and Glen J. Torcivia & Associates, P.A. (subsequently Torcivia, Donlon & Goddeau, P.A.) to provide legal services to the Village as Village Attorney; and

WHEREAS, on September 22, 2016, the parties executed an Amendment to the Agreement to increase the hourly rate; and

WHEREAS, effective January 1, 2021, the firms of Leonard G. Rubin, P.A. and Torcivia, Donlon & Goddeau, P.A. merged, and on December 10, 2020, the Village approved an Assignment of Legal Services to the Firm; and

WHEREAS, on September 23, 2021, the parties executed a Second Amendment to the Agreement to increase the hourly rate; and

WHEREAS, the parties wish to amend the Agreement to increase the hourly rate for services rendered by the Firm and provide for future increases.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective October 1, 2025, Section 2 of the Agreement is hereby amended to increase the compensation for attorneys providing legal services to \$250.00 per hour. For each subsequent Fiscal Year commencing October 1, 2026, the hourly rate shall increase by three percent (3%).
2. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date set forth above.

TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

By: _____
Leonard G. Rubin
Shareholder

VILLAGE OF NORTH PALM BEACH

By: _____
Deborah Searcy, Mayor

Attest: _____
Jessica Green, Village Clerk