

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
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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.

NO.	DATE	REVISIONS	BY

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ADAM C. SWANEY, P.E.
License #72235

RIVERSIDE RD CUL-DE-SAC
NORTH PALM BEACH, FLORIDA
PALM BEACH COUNTY
PAVING, GRADING, & DRAINAGE

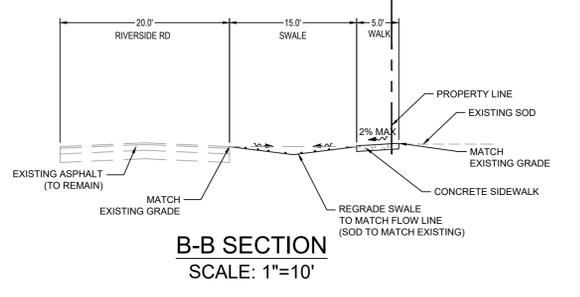
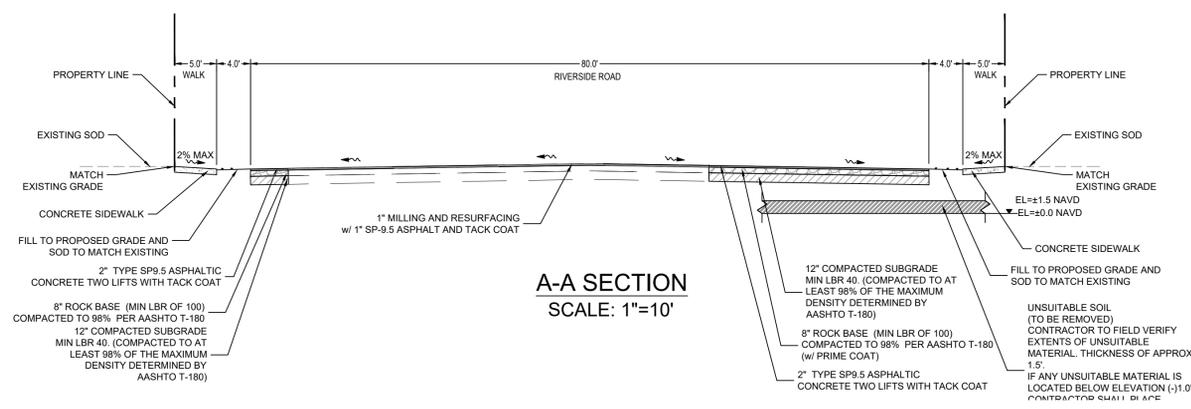
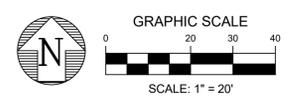
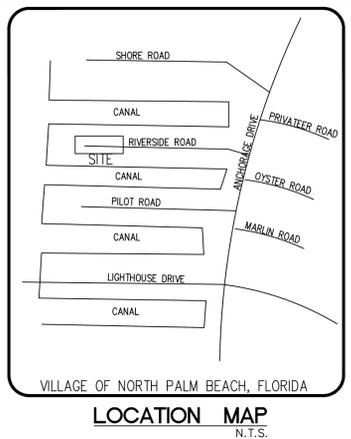
engenuity inc.
A Higher Standard of Excellence
encompassing a commitment to the highest quality of service and performance.

1280 N. CONGRESS AVE., SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH: (561) 695-1151 • FAX: (561) 692-9390
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

DATE	PROJECT	ENGINEER	PROJECT MANAGER	CHECKED
MARCH 2025	KG	ACS	ACS	ACS

DATE: 3/14/2025 9:53 AM
J:\Land Projects\0203045-194 Riverside Rd Cul-de-Sac Drainage Issue\DWG\03045-194 ENG.dwg

PROJECT NO.	03045-194
JOB NO.	5
C-2	5

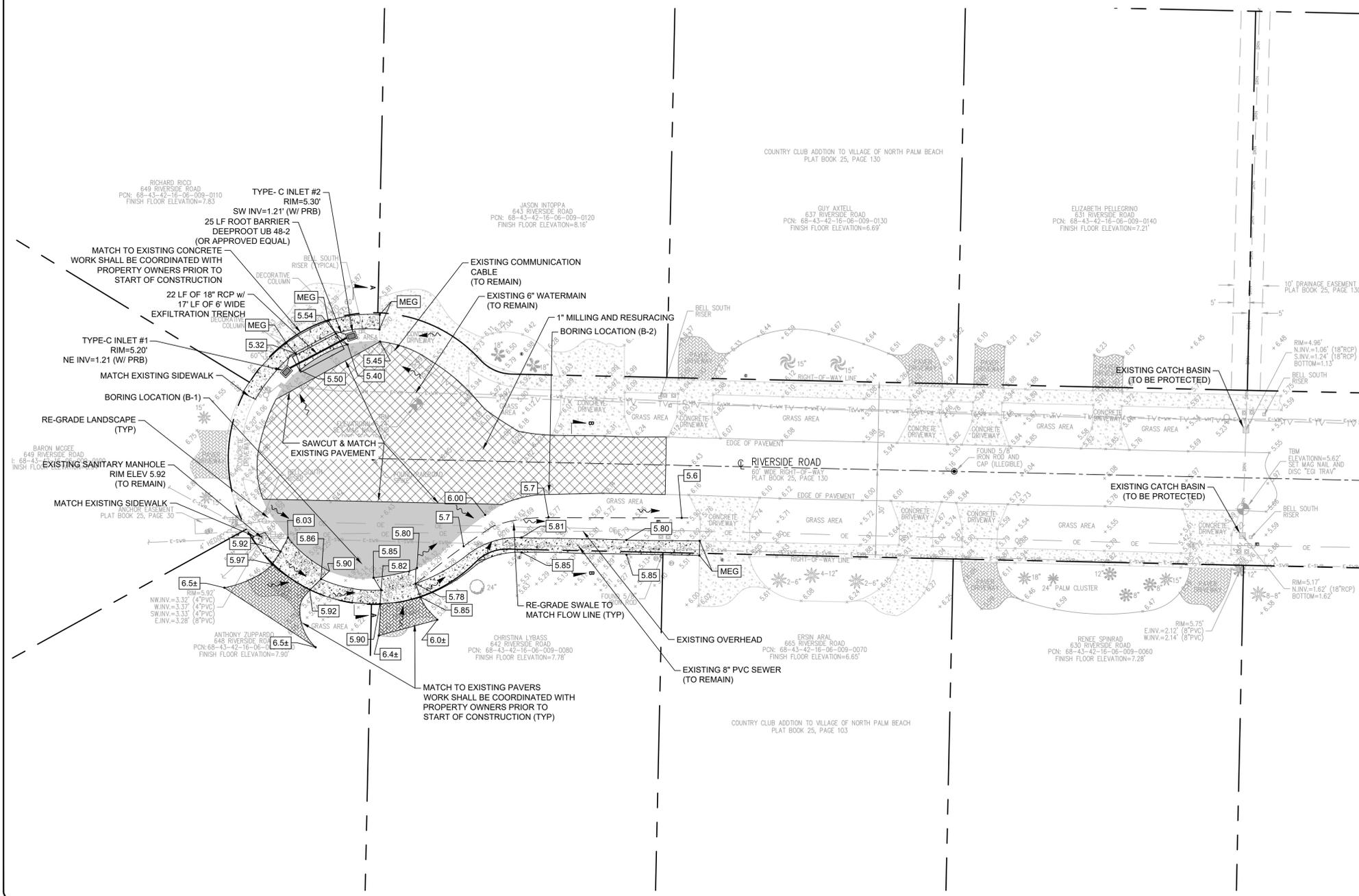


- LEGEND: (ABBREVIATIONS)**
- EL ELEVATION
 - EXIST EXISTING
 - FFE FINISH FLOOR ELEVATION
 - FT FEET OR FOOT
 - NTS NOT TO SCALE
 - RW RIGHT-OF-WAY
 - SD STORM DRAINAGE
 - SF SQUARE FEET
 - SS SANITARY SEWER
 - TEMP TEMPORARY
 - TYP TYPICAL
 - UE UTILITY EASEMENT
 - w/ WITH
 - WM WATERMAIN

- LEGEND:**
- EXISTING**
- 0.00 MEASURED ELEV.
 - STM STORM
 - WTR WATER
- PROPOSED**
- FULL DEPTH PAVEMENT
 - CONCRETE DRIVEWAY AND SIDEWALK
 - DRIVEWAY PAVERS
 - 1" MILLING & RESURFACING
 - 0.00 FINISHED GRADE ELEVATION
 - 0.00 FINISHED SOD ELEVATION
 - DRAINAGE FLOW DIRECTION

GENERAL NOTES:

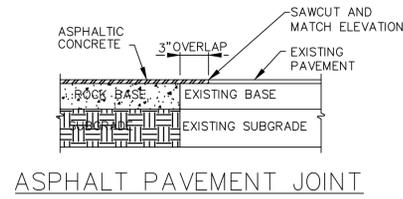
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988) AND REFERENCE THE FOLLOWING BENCHMARKS:
NAME: MACAO ELEVATION= 12.816 NAVD 88
STAMPED: MACAO
NAME: WESSENDORF ELEVATION= 10.389 NAVD 88
STAMPED: WESSENDORF
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED 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.



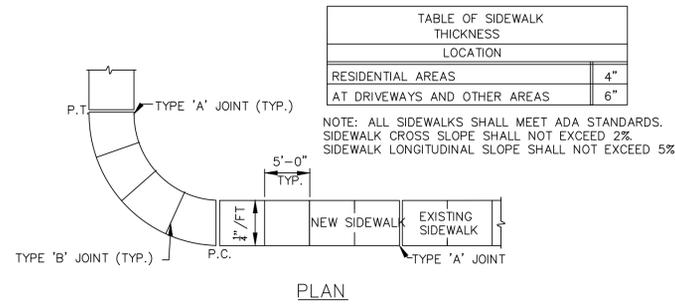
ADAM C. SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235
THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM C. SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



SUBMITTAL, BID SET



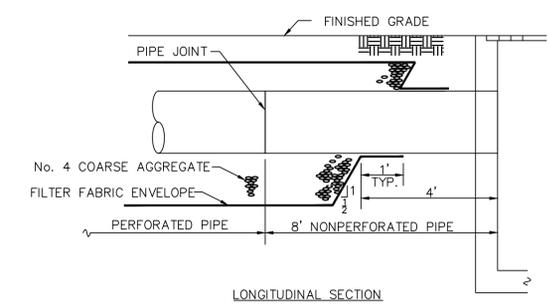
ASPHALT PAVEMENT JOINT



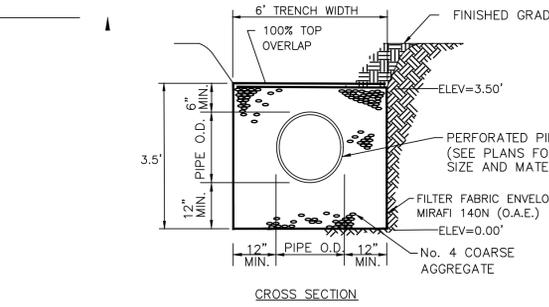
CONCRETE SIDEWALK

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%.

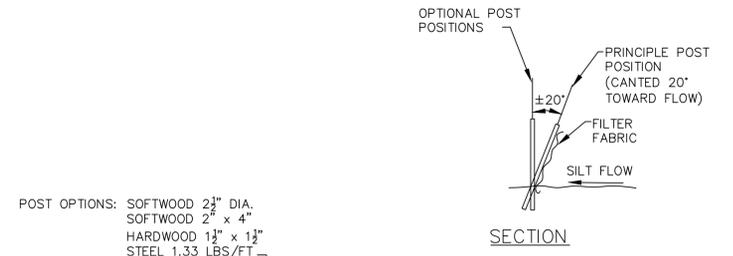


EXFILTRATION TRENCH LONGITUDINAL SECTION

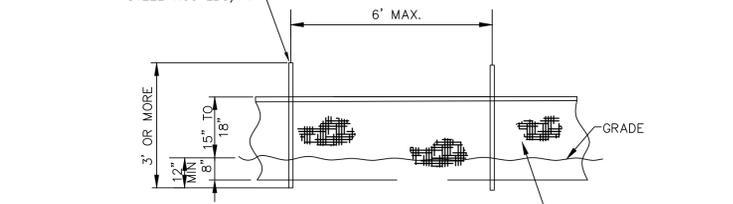


EXFILTRATION TRENCH CROSS SECTION

EXFILTRATION TRENCH

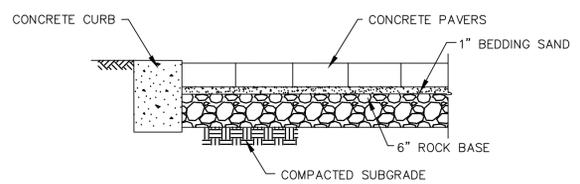


SILT FENCE SECTION

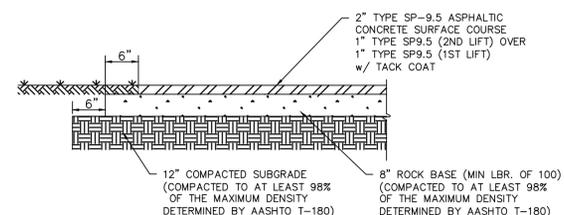


SILT FENCE ELEVATION

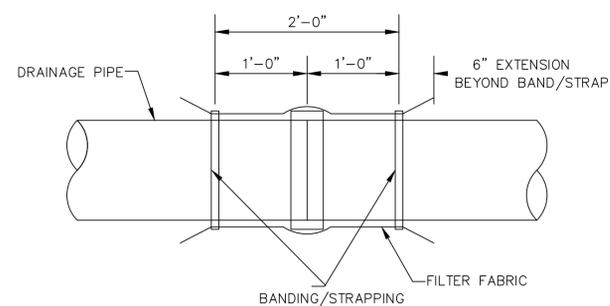
SILT FENCE



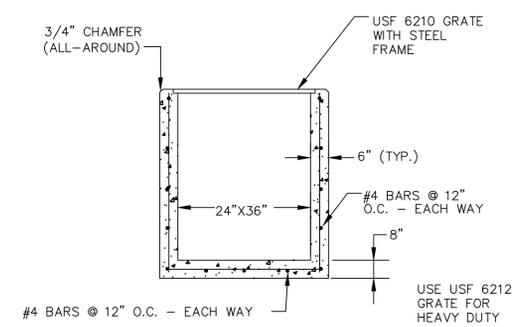
DRIVEWAY CONCRETE PAVER SECTION



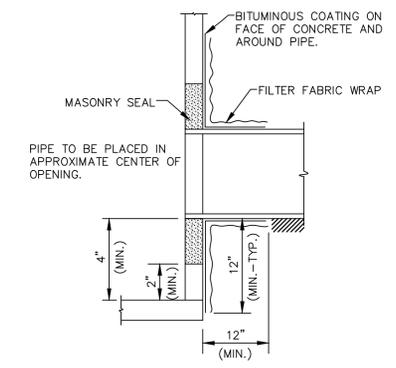
ASPHALT PAVEMENT SECTION



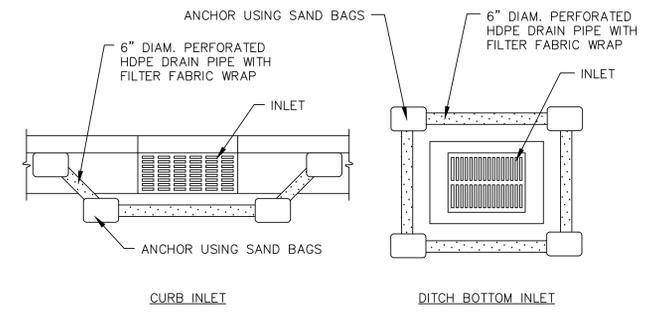
FILTER FABRIC JOINT WRAP



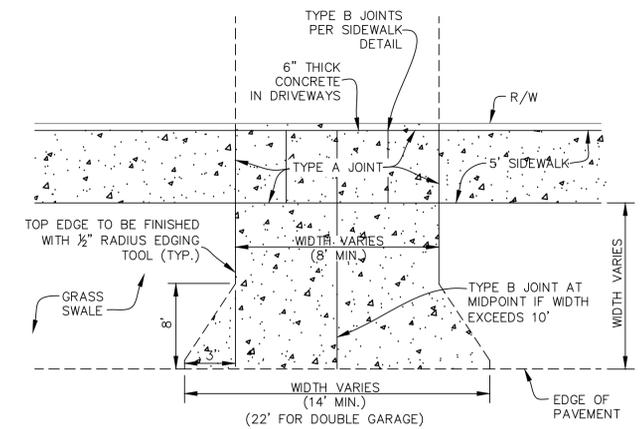
DRAINAGE INLET - TYPE C



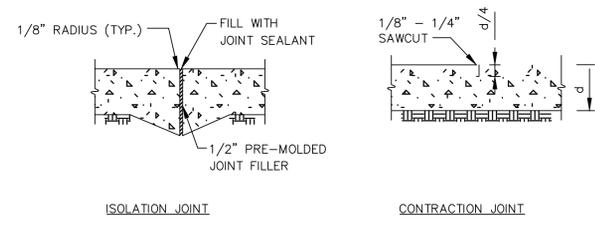
FILTER FABRIC WRAP ON GROUTED PIPE TO STRUCTURE JOINT



STORM DRAIN INLET PROTECTION

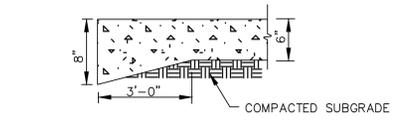


DRIVEWAY DETAIL

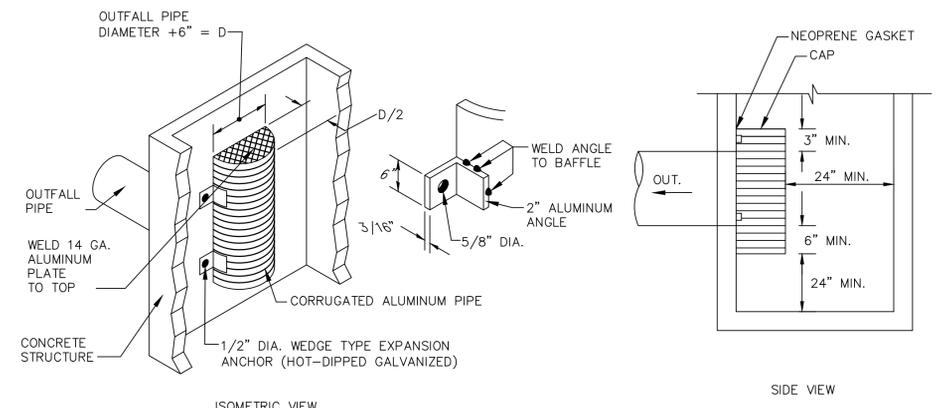


CONCRETE PAVEMENT SECTION ISOLATION JOINT

CONCRETE PAVEMENT SECTION CONTRACTION JOINT



CONCRETE PAVEMENT SECTION



POLLUTION CONTROL BAFFLE ISOMETRIC VIEW

POLLUTION CONTROL BAFFLE SIDE VIEW

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.

POLLUTION CONTROL BAFFLE

NO.	DATE	REVISIONS	REMARKS

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RIVERSIDE RD CUL-DE-SAC NORTH PALM BEACH, FLORIDA PALM BEACH COUNTY DETAILS

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DATE	DRAWN	PROJECT ENGINEER	CHECKED
MARCH 2025	KG	ACS	ACS

DATE	DATE



Know what's below. Call before you dig.

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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 DOSENE 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.
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.
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. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER.
M. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER.
N. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER.
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Y. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER.
Z. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER.

- 1. TURBIDITY IN RECEIVING WATER SHALL NOT BE INCREASED MORE THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND.
2. TAKE PRECAUTIONS IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION.
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.
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.
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.
H. 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.
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J. 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.
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Table with 2 columns: REVISIONS, REMARKS. Includes fields for NO., DATE, and BY.

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RIVERSIDE RD CUL-DE-SAC NORTH PALM BEACH, FLORIDA PALM BEACH COUNTY NOTES

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Table with 2 columns: DATE, DRAWN, PROJECT ENGINEER, CHECKED. Includes fields for DATE, DRAWN, PROJECT ENGINEER, CHECKED, and a large 'C-5' stamp.

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JOB NO. 03045.194

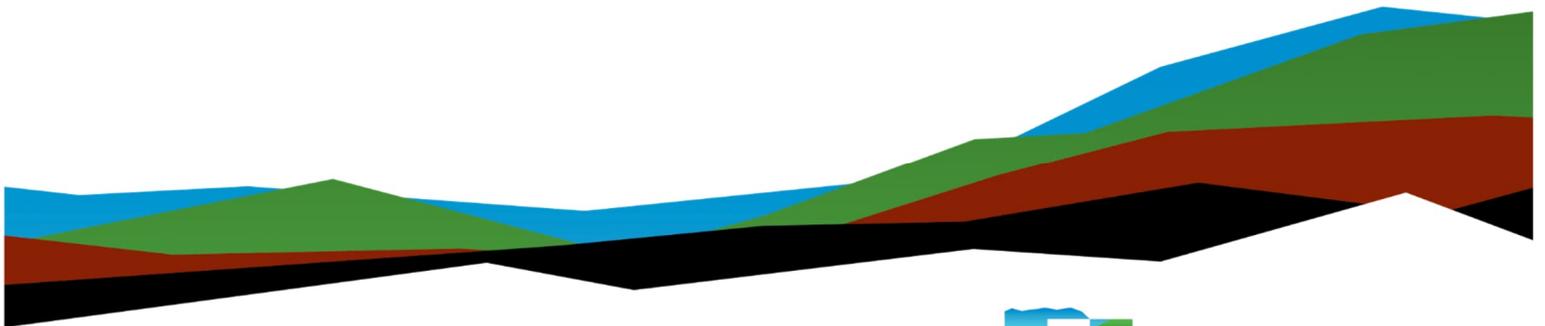
Riverside Road Subsurface Exploration

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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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.

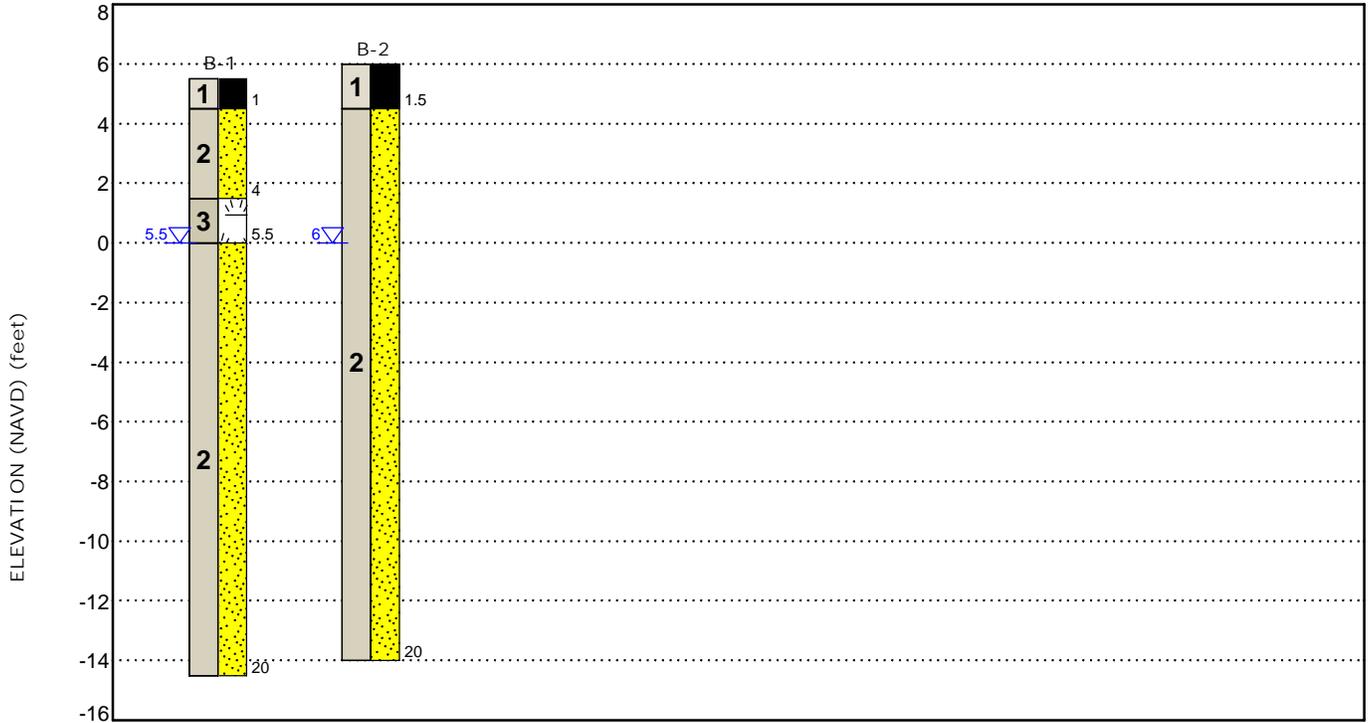
Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation 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

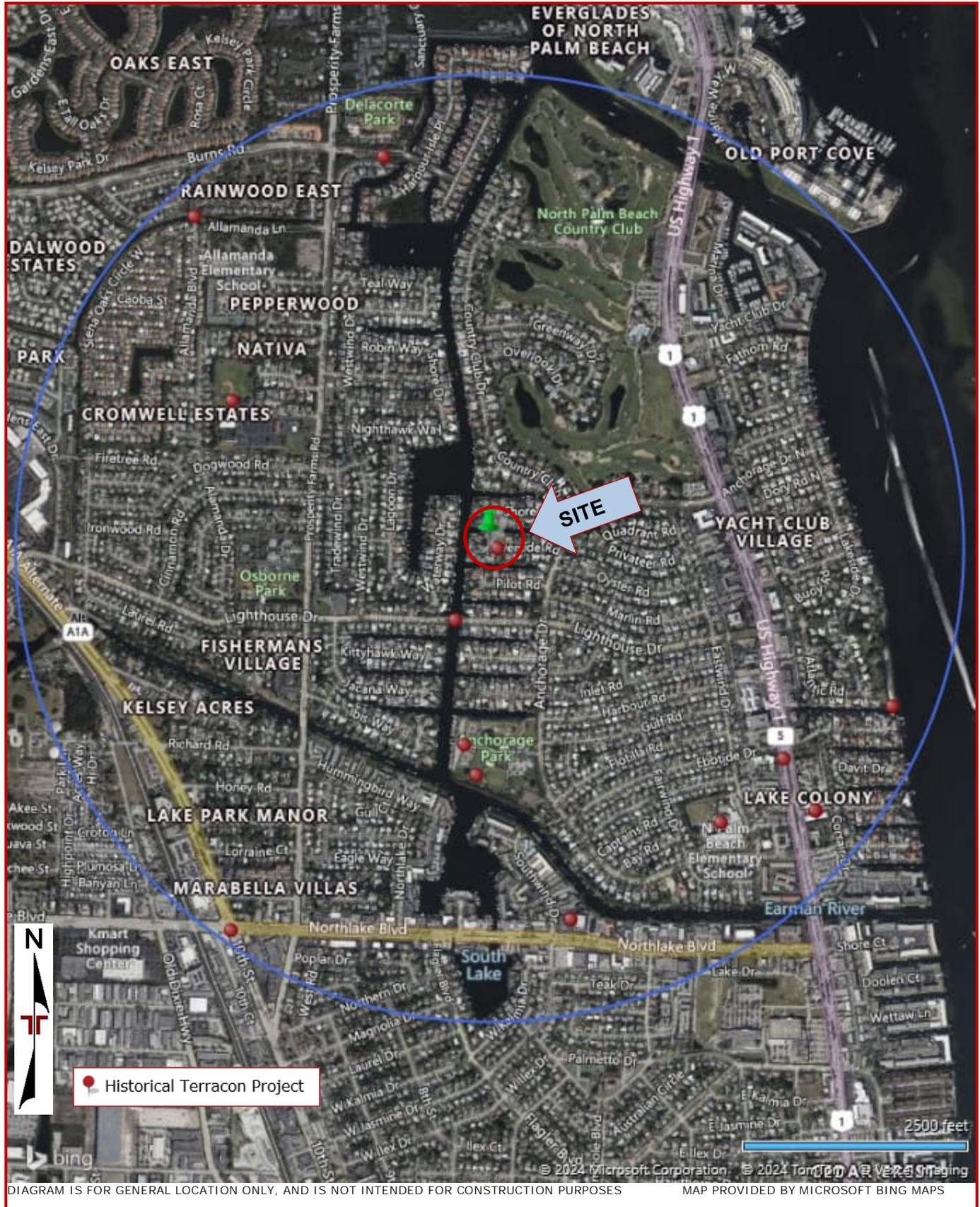
The project engineer reviewed the field data. The laboratory program included review of soil samples by an engineer and moisture and organic content testing of the suspected organic materials. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance 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>			20					

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	15	20	7-6-6-5 N=12	5-5-7-7 N=12	7-8-8-10 N=16	7-9-8-9 N=17
			20.0	-14	20		2-5-7-9 N=12	4-5-5-5 N=10	2-3-3-4 N=6	2-3-3-3 N=6
		<i>Boring Terminated at 20 Feet</i>					2-4-4-4 N=8			

<p>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.</p> <p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Water Level Observations 6 ft. during initial sampling (prior to mud rotary)</p> <p>Advancement Method Mud Rotary Continuous sampling to 20 feet</p> <p>Abandonment Method Boring backfilled with bentonite grout upon completion and surfaced with cold patch asphalt</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p> <p>Logged by</p> <p>Boring Started 02-22-2024</p> <p>Boring Completed 02-22-2024</p>
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Supporting Information

Contents:

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.

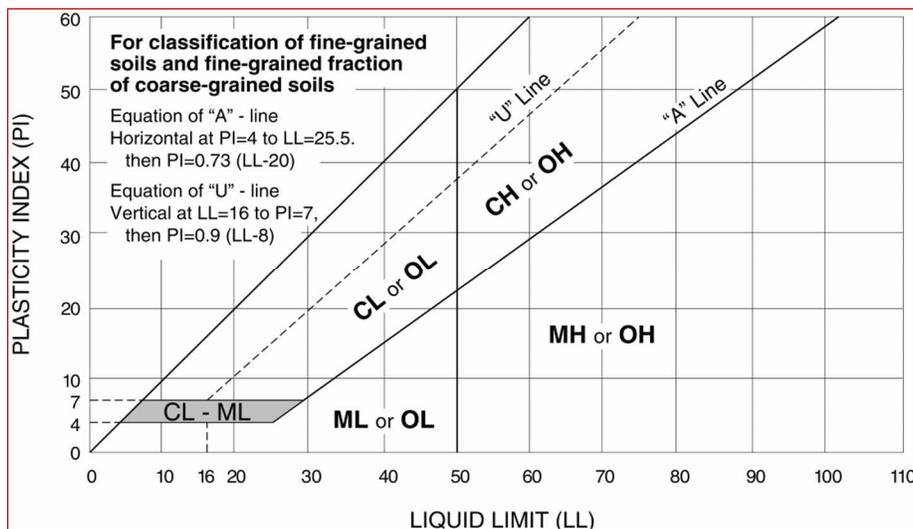
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N PI ≥ 4 and plots on or above "A" line.

^O PI < 4 or plots below "A" line.

^P PI plots on or above "A" line.

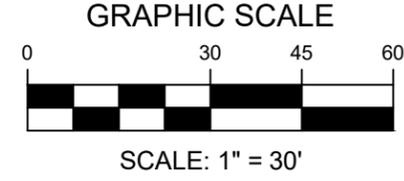
^Q PI plots below "A" line.



GENERAL NOTES:

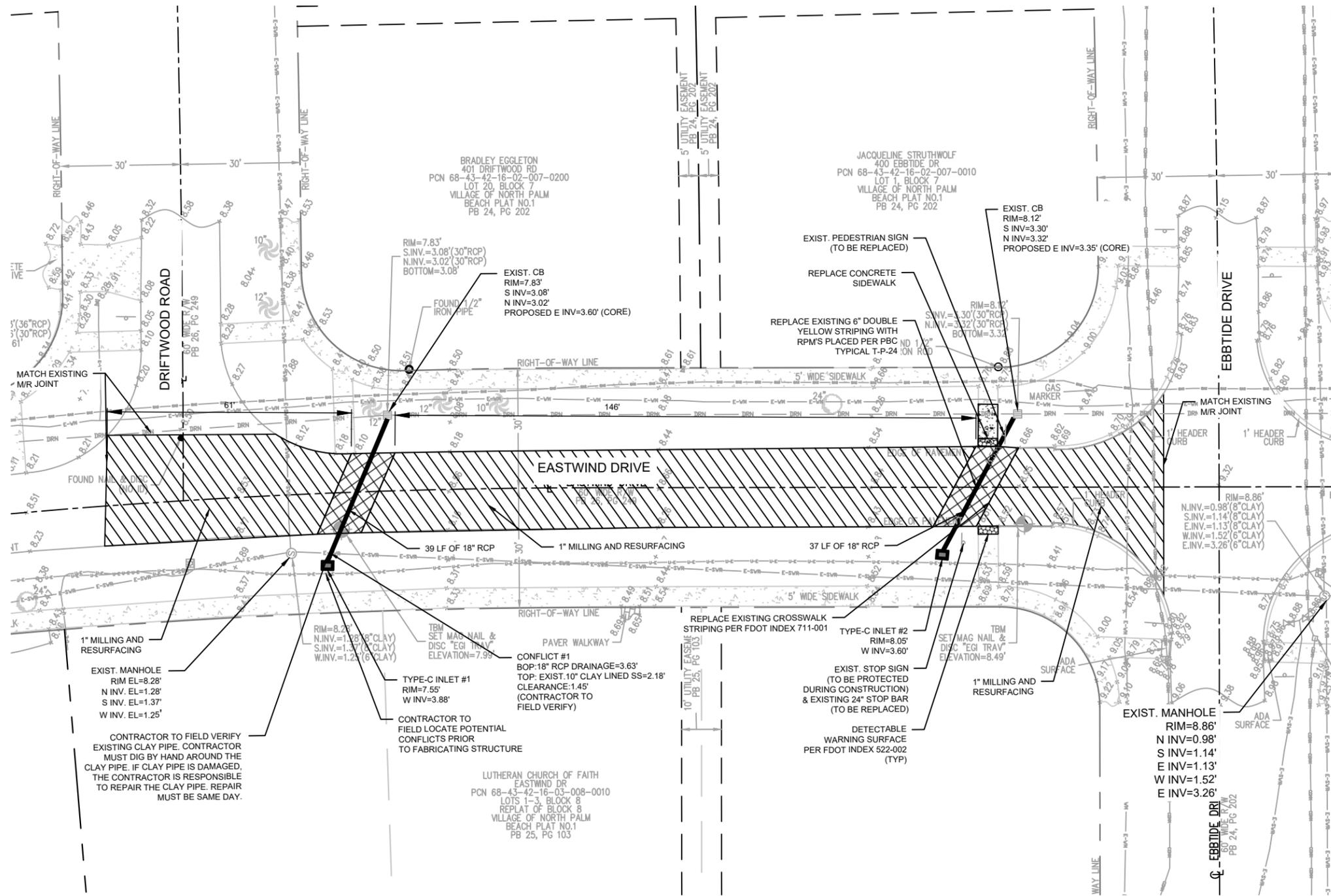
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988) AND REFERENCE THE FOLLOWING BENCHMARKS:
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC.
- LAST DATE OF FIELD SURVEY: 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.

NAME: NPB COUNTRY CLUB ELEVATION= 15.871 NAVD 88



- 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**
- [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

ADAM C. SWANEY, P.E.
FL LICENSE # 72235

**EASTWIND DRIVE
DRAINAGE IMPROVEMENTS
NORTH PALM BEACH
PAVING, GRADING AND DRAINAGE PLAN**

engenuity
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

DATE	APPROVED BY	PROJECT NO.	CHECKED
MARCH 2025	KG	ACS	ACS

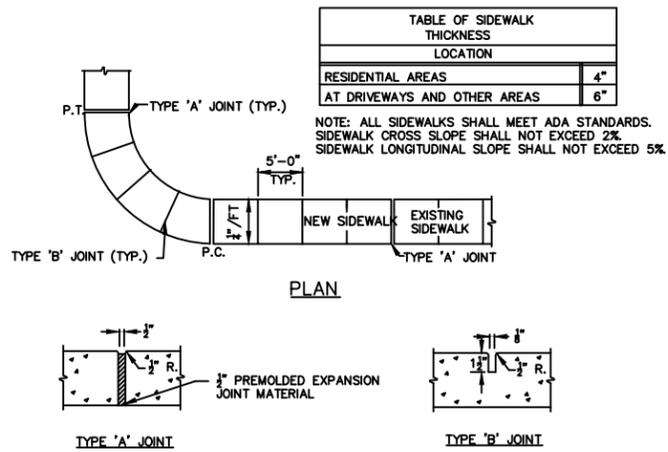
SHEET NO. C-1 OF 5
JOB NO. 03045.192

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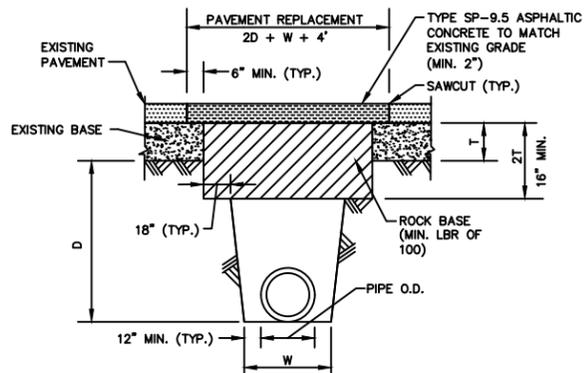
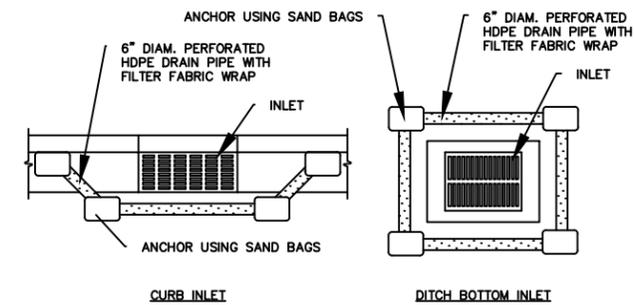
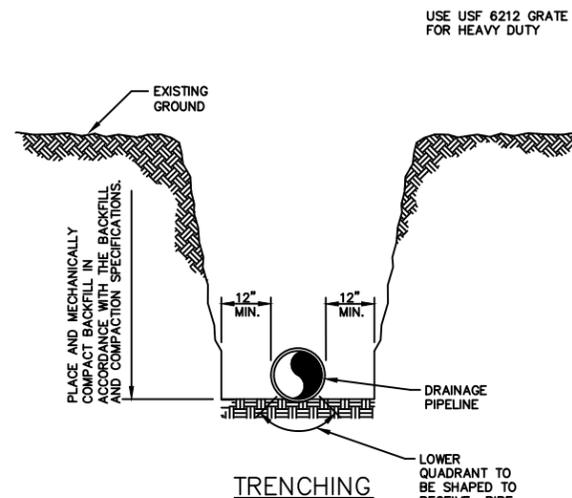
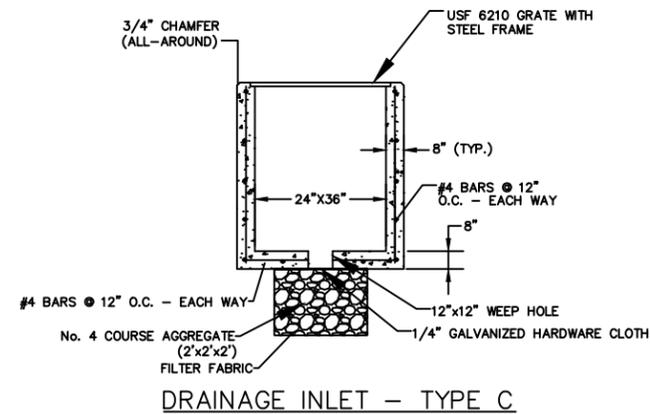
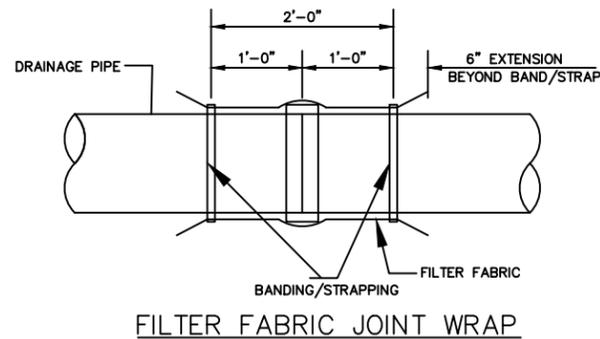


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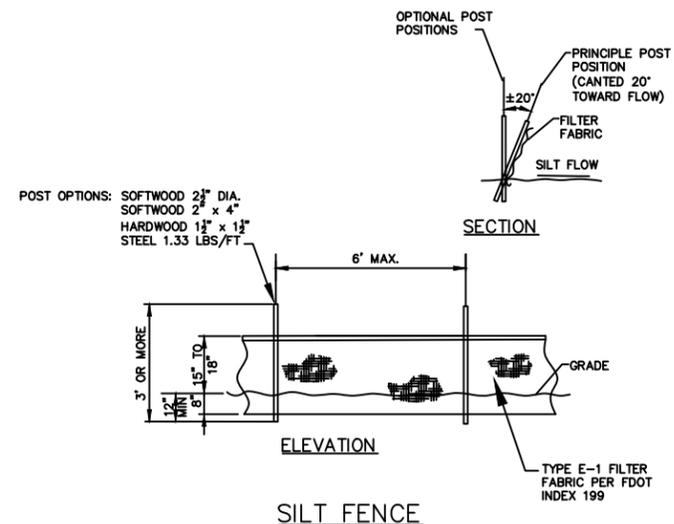
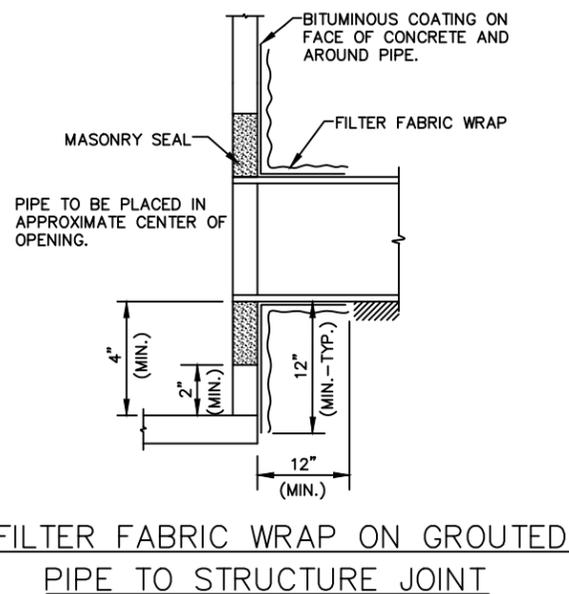


CONCRETE SIDEWALK



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
DRAWN BY	DRAWN BY	DRAWN BY	DRAWN BY
PROJECT ENG	PROJECT ENG	PROJECT ENG	PROJECT ENG
PROJECT MGR	PROJECT MGR	PROJECT MGR	PROJECT MGR
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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 AUTHORITY 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 AUTHORITY 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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DRAINAGE IMPROVEMENTS
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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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JOB NO.	03045.192

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CERTIFICATE OF AUTHORIZATION #7085

**EASTWIND DRIVE
DRAINAGE IMPROVEMENTS
NORTH PALM BEACH
NOTES**

NO.	DATE	REVISIONS	BY

ADAM C. SWANEY, P.E.
FL LICENSE # 72235

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/DEMOLITION, 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
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CERTIFICATE OF AUTHORIZATION #7/085

DATE	DRAWN BY	PROJECT ENG	PROJECT MGR	CHECKED
MARCH 2025	KG	ACS	ACS	ACS

SHEET NO. C-5 OF 5
JOB NO. 03045.192

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



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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.