

OWNER:



TOWN OF LAKE PARK

535 Park Ave.

Lake Park, Florida 33403

REQUEST FOR PROPOSAL (RFP) No. 101-2021

PROJECT:

Town Hall Doors and Windows Restoration/Replacement

Date of Distribution: February 8, 2021

Mandatory Pre-Proposal Conference: February 23, 2021, 10:30 a.m. EST

Response Due Date: March 9, 2021, 10:30 a.m. EST

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List of Exhibits

Exhibit A – Architectural drawings prepared by REG Architects

Exhibit B – Recommendations for Restoration/Replacement prepared by REG Architects

Exhibit C – Required submittal forms (includes all forms to be included in proposal submittal per Section 6.2)

**TOWN OF LAKE PARK
REQUEST FOR PROPOSAL (RFP) 101-2021
TOWN HALL DOOR RESTORATION / REPLACEMENT**

The Town of Lake Park is seeking proposals from qualified firms who can provide construction services associated with the restoration or replacement of five existing egress doors and seven transom windows on the first floor of Town Hall. The project is partially funded by a grant from the "Federal Emergency Management Agency", repair and maintenance of doors shall be done in accordance with the standards outlined in the U.S. Department of the Interior's Preservation Brief.

Request for Proposal documents are available beginning February 8, 2021 between 8:30 a.m. and 5:00 p.m. local time by contacting the Town Clerk's Office at 561.881.3311. Proposals shall be submitted hardcopy, in triplicate, on the forms provided.

Sealed responses must be clearly marked "RFP 101-2021, Town Hall Door 2021 Restoration/Replacement," and be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of proposals is **Tuesday, March 9, 2021 at 10:30 a.m.** local time. At that time, the proposals will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late proposals or proposals delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the Solicitation package, and to become familiar with the current condition of the doors and windows. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to townclerk@lakeparkflorida.gov.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for 90 calendar days from March 9, 2021. Any proposer who withdraws his or her proposal within 90 calendar days after March 9, 2021 shall forfeit its Proposal Bond.

A proposal bond is required to be submitted with your proposal in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK. In addition, if a contract is awarded, the winning firm will be required to submit performance and payment bonds, as further described in the RFP documents.

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on February 23, 2021, at 10:30 a.m. local time in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, FL 33403, to provide a brief description of the project, project requirements, answer questions and clarify any inconsistencies. Immediately following the pre-proposal conference, interested firms will have the opportunity to inspect the site, familiarize themselves with the requirements, and to ensure all items affecting the costing of the project are considered.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or request for proposal, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town will not supply or sell materials to proposers in connection with submission of preparation of proposals, or any other matter, including but not limited to envelopes, labels, or tape.

Vivian Mendez, CMC

Town Clerk

TOWN OF LAKE PARK, FLORIDA

Published on: Sunday, February 7, 2021, Palm Beach Post

SECTION 1: GENERAL INFORMATION

1.1 The purpose of this Request for Proposal (RFP) is to retain a licensed, qualified, and experienced construction contractor to implement and manage the restoration (repair and/or replacement) of five exterior wood egress doors and seven fan light windows on the first floor of the nationally designated historic Lake Park Town Hall. The scope of restoration will encompass all five doors (including, but not limited to, thresholds, frames, hardware, rails, paint, weather stripping, etc.), and all seven transom windows (including, but not limited to, stiles, rails, glazing, paint, etc.). In addition, the project will include remediation of hazardous materials (i.e., lead paint), and project management, and permitting. The project is partially funded by a grant with the Federal Emergency Management Agency (herein referred to as the "FEMA"), and the Town of Lake Park (herein referred to as "Grantee"). The grant funds shall be used exclusively for the restoration of the wood egress doors and windows, with Architectural drawings and restoration/replacement plans /recommendations provided by the firm of REG Architects (see "List of Exhibits," pg.2).

All proposals will be publicly evaluated by a Town Evaluation Committee, per the process established and described in Section 7 of this solicitation. Prior to evaluation by this Committee, proposals will be reviewed by REG Architects for reasonableness and technical completeness. Any proposal deemed to be irresponsible, incomplete, or unresponsive to the requirements of the work as determined by the architect, will be rejected from further consideration by the Committee. The Town expects to award a contract to the firm which submits the highest ranked proposal, as determined by the Committee.

Proposers shall visit the work site to ascertain, by inspection, pertinent local conditions. They must carefully examine all plans, specifications, terms and conditions prior to submitting proposals on the work to be

completed. Failure to familiarize one-self with the site conditions will in no way relieve the proposer from responsibility of fulfilling the contract.

1.2 BOND REQUIREMENTS:

- As part of the Proposer's submittal package, the proposer shall submit a Proposal price bond in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK.
- In addition, if a contract is awarded, the winning firm will be required to submit performance and payment bonds, as further described in the RFP documents.

SECTION 2: PROJECT OVERVIEW

- 2.1** The Town was awarded a grant from the Federal Emergency Management Agency to restore the five wood egress doors and seven transom windows which line the exterior of Town Hall, located on the first floor of the nationally designated historic Town Hall. The contractor who receives the work will be expected to maintain full compliance with all terms and conditions stipulated within the work contract, and grant agreement contract (see “List of Exhibits,” pg.2). In order to facilitate the work, the Town contracted REG Architects to prepare plans and recommendations, which detail the scope of work and technical specifications, and describe the high standards expected to be maintained during the course of work. The building is occupied by employees, and will remain in full operation during the course of work. Therefore, the contractor will be expected to maintain a safe work environment at all times, and will be expected to keep occupant disruption to a minimum.
- 2.2 Selection Process and Evaluation:** All proposals timely and properly submitted in response to this solicitation will undergo a robust evaluation process. Once timely received, the proposals will undergo a technical review for appropriateness by the architectural firm of REG Architects, which specializes (among other things) in historical restoration. All proposals deemed to be appropriate, and fully responsive to all project requirements as determined by the professional opinion of REG Architects, will undergo a second evaluation by a Town Evaluation Committee. The process by which proposals will be evaluated by the Evaluation Committee is established in Section 7 of this solicitation. It is expected that the proposal with the highest number of points, as determined by the Committee, will be awarded a construction contract.
- 2.3** The anticipated Schedule for this Solicitation is as follows:

<u>ITEM</u>	<u>EVENT</u>	<u>DATE/TIME</u>
a.	Solicitation Package Issued.....	February 8, 2021
b.	Mandatory Pre-Proposal Conference.....	February 23, 2021, 2:00 p.m.
c.	Deadline for Receipt of Questions.....	February 26, 2021
d.	Due Date for Proposals.....	March 9, 2021 10:30 a.m., EST
e.	Evaluation Process Begins.....	March, 2021
f.	Evaluation Process Completed.....	March, 2021
g.	Contract Award.....	April, 2021

SECTION 3: GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

- a. Proposal: any offer(s) submitted in response to the Request for Qualifications.
- b. Proposer: person or firm submitting a response to this Request for Proposal.
- c. Solicitation or Request for Proposal (RFP): this Solicitation documentation, including any and all addenda.
- d. Proposal Submittal forms: forms which must be completed and submitted with the Proposal (see "List of Exhibits," pg.2).
- e. Town: shall refer to the Town of Lake Park, Florida.
- f. Contract or Agreement: the Request for Proposal, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Proposer.
- g. Contractor: successful Proposer that is awarded a contract to provide the goods or services to the Town.
- h. Purchasing Department: the Purchasing Department of the Town of Lake Park, Florida.
- i. Responsible Proposer: a Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposal, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Proposer: a Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposal.

3.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential Proposers and/or Proposers on Town Solicitations, the Town’s professional staff, and the Town Council members.

COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town will record its responses to questions, if any, and address them in the form of a written addendum.

3.3 ADDENDUM

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer 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 Proposer’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Proposer is required to submit with its Proposal a signed “Acknowledgement of Addenda” form, when any addenda have been issued (see Exhibit E for a complete listing of all required forms).

3.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Town Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes. Where conflict exists between this

Solicitation and these legal requirements, the authority shall prevail in the following order; Federal, State and local.

3.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

3.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Town Clerk prior to the due date for Proposals may withdraw a Proposal.

All proposed pricing shall be guaranteed firm for 90 calendar days after March 9, 2021. If any Proposer withdraws his or her proposal prior to contract award, the Proposer shall forfeit its Proposal Bond.

3.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

3.8 PROMPT PAYMENT TERMS

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. In accordance with Florida Statutes, Section 218.74, the time at which

payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

3.9 DISCOUNTS (PROMPT PAYMENTS)

The successful Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the successful Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

3.10 PREPARATION OF PROPOSALS

- a. All Proposals must include every form included within Exhibit C, in addition to any information requested by this solicitation. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers 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 Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the Town. Proposers are cautioned that they may be considered non-responsive

if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.

- d. The Proposer may submit alternate Proposal(s) for the same Solicitations provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer'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.
- f. All Proposals shall be submitted in triplicate, and be properly sealed and labeled as described in the advertisement for this solicitation.

3.11 CANCELLATION OF SOLICITATION

The Town of Lake Park reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the Town.

3.12 AWARD OF CONTRACT

- a. Any contracts arising from this RFP may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The Town reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.
- b. The Town reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account

in evaluating the Proposal received for this Solicitation. See Section 7 for additional detail.

- d. The Town will provide a copy of the ranking and scores to all Proposers responding to this Solicitation. All ranking will be made in accordance with Section 7 of this solicitation.
- e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- f. The Town reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the Town deems necessary.

3.13 WARRANTY

All warranties express and implied shall be made available to the Town for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the successful Proposer against defects and workmanship. At no expense to the Town, the successful Proposer shall correct any and all apparent and latent defects that may occur within the standard warranty.

3.14 PROTEST

A recommendation for contract award or rejection of award may be protested by a Proposer, as further described within the Town's purchasing ordinance.

3.15 LAWS AND REGULATIONS

The successful Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

3.16 LICENSES, PERMITS AND FEES

The successful Proposer 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 Town or a successful Proposer for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Proposer.

3.17 SUBCONTRACTING

Unless otherwise specified in the Solicitation, the successful Proposer shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town shall constitute a material breach of the agreement and may result in termination of the contract for default.

3.18 ASSIGNMENT

The successful Proposer 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 Town. Assignment without the prior consent of the Town may result in termination of the contract for default.

3.19 SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

3.20 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the successful Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments. The successful Proposer shall provide physically competent employee(s) capable of performing the work as required. The Town may require the successful Proposer to remove any employee it deems unacceptable. All employees of the successful Proposer shall wear proper identification.

It is the successful Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment

regulations required by the US Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the successful Proposer.

3.21 INDEMNIFICATION and INSURANCE

The successful Proposer shall indemnify and hold harmless the Town 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 Town 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 successful Proposer or its employees, agents, servants, partners, principals, or subcontractors. The successful Proposer 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Proposers shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the Town's Risk Coordinator or designee.

The required insurance coverage is to 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 Town of Lake Park 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 Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park.

The selected Proposer must submit a current Certificate of Insurance, naming the Town of Lake Park as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Proposer shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than One Million Dollars (\$1,000,000).
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than one million Dollars (\$1,000,000) annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

3.22 COLLUSION

A Proposer shall submit an affidavit under the penalty of perjury, on a form provided by the Town (see Exhibit C), stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Proposal 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 Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure

to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Town. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

3.23 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.

3.24 TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this RFP with or without cause immediately upon providing written notice to the awarded Proposer. Upon receipt of such notice, the awarded Proposer shall not incur any additional costs under the contract. The Town shall be liable only for reasonable costs incurred by the awarded Proposer prior to the date of the notice of termination. The Town shall be the sole judge of "reasonable costs."

3.25 TERMINATION FOR DEFAULT

The Town reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Proposer 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 Proposer must cure any such failure to perform or default. The awarded Proposer's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this RFP.

The Town further reserves the right to suspend or debar the awarded Proposer in accordance with the appropriate Town ordinances,

resolutions, and/or policies. The vendor will notified by letter of the Town's intent to terminate. In the event of termination for default, the Town 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 Proposer.

3.26 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Town, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.27 ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the successful Proposer to submit to an audit by an auditor of the Town's choosing at the successful Proposer's expense. The successful Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Proposer shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

3.28 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and

monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Town contracts.

3.29 PRE-AWARD INSPECTION

The Town may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.

3.30 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the proposer submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Town may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

3.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists the Town of Lake Park with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or Protected

Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Town of Lake Park any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g. Making PHI available to the Town of Lake Park for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

3.32 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Town will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

3.33 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this 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).

3.34 COMPLIANCE WITH FEDERAL OR STATE REGULATIONS DUE TO USE OF FEDERAL OR STATE FUNDING

It is expected that the use of State grant funds will be used to fund this project. If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with State or 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 addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

3.35 BINDING EFFECT

All of the terms and provisions of this contract/agreement, 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.

3.36 SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

3.37 GOVERNING LAW AND VENUE

Any contract arising from this solicitation and all transactions contemplated by this agreement shall be governed by 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.

3.38 ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

3.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town of Lake Park complies with all laws of 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 this contract, successful Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful Proposer 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 successful Proposer further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and vendors in connection with this contract.

3.40 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the Town may conduct a comprehensive criminal background check by accessing any Federal State, or local law enforcement database

available. The contract employee or Proposer will be required to sign an authorization for the Town to access criminal background information. The costs for the background checks shall be borne by the Town.

3.41 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 successful Proposer.

3.42 MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

3.43 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly

identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The Town will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB/RFP.

3.44 CONFLICTS OF INTEREST

All Proposers must disclose within their Proposal the name of any officer, director, or agent who is also an employee of the Town of Lake Park. Further, all Proposers must disclose the name of any Town employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

3.45 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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

3.46 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

3.47 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 presented to the Town and REG Architects, and adhered to by the successful Proposer, 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 successful Proposer.

3.48 FAILURE TO DELIVER OR COMPLETE WORK

Should the successful Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the successful Proposer and secure the services of another vendor to purchase the items or complete the work.

If the Town exercises this authority, the Town shall be responsible for reimbursing the successful Proposer for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the successful Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the Town as a result of having to secure the services of another vendor.

3.49 CORRECTING DEFECTS

The successful Proposer shall be responsible for promptly correcting any deficiency, at no cost to the Town, within three (3) calendar days after the Town notifies the successful Proposer of such deficiency in writing. If the successful Proposer fails to correct the defect, the Town

may (a) place the successful Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the successful Proposer for any additional costs that are incurred by the Town for this work or items, either through a credit memorandum or through invoicing.

3.50 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All successful Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town 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 successful Proposer. Barricades or other safety devices shall be provided by the successful Proposer when work is performed in areas traversed by persons, or when deemed necessary by the Town.

3.51 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the 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 Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

3.52 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The successful Proposer hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Proposer 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 Town by the successful Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Proposer at the Proposer's expense and the contract

cancelled; or (2) the Town may require the successful Proposer to replace the materials of the successful Proposer's expense.

3.53 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the successful Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each Town department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

3.54 TAXES

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

3.55 PROPOSER'S COSTS

The Town shall not be liable for any costs incurred by Proposers in responding to this RFP.

3.56 SUBSTITUTION OF PERSONNEL

It is the intention of the Town that the successful Proposer's personnel proposed for the contract shall be available for the contract term. In the event the successful Proposer wishes to substitute personnel, the successful Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Town's approval. In the event the substitute personnel are not satisfactory to

the Town, and the matter cannot be resolved to the satisfaction of the Town, the Town reserves the right to cancel the contract for cause.

3.57 FORCE MAJEURE

The Town and the successful Proposer 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:

- a. 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.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. 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.
- d. The non-performing part 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 Town may excuse performance for a longer term. Economic hardship of the successful Proposer 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.

3.58 FISCAL FUNDING OUT

The Town'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 Town.

3.59 RIGHTS OF THE TOWN

This RFP constitutes an invitation for submission of proposals to the Town. This RFP does not obligate the Town to procure or contract for any of the scopes of services set forth in this RFP. The Town reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP.
- To receive questions from potential Proposers and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities, or irregularities in the Proposals submitted.
- To reject any and all proposal submissions.
- To change the date for receipt of Proposals or any deadlines and dates specified in the RFP.
- To change the procurement and/or selection process prior to receipt of Proposals.
- To conduct investigations with respect to the information provided by each Proposer and to request additional information (either in writing or in presentations and interviews) to support such Proposer's responses and submittals.
- To visit facility construction area referenced in the Proposer's submittal at any time or times during the procurement process.

- To seek clarification of Proposals from the Proposers either in writing or in presentations and interviews.
- To cancel the RFP with or without substitution of another RFP.

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 Work Restrictions and Owner's Occupancy

The Project site is a public facility and conducts business during regular business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. The site is closed on Saturdays, Sundays, and Holidays, and hours of access shall be restricted to regular business hours and will be strictly enforced. Requests to work outside of these hours may be made, and granted at the Town's sole discretion.

The Owner will occupy the site and existing building during entire construction period. Proposer is to cooperate and coordinate with Owner during construction operations to minimize conflicts and facilitate owner usage. Existing exits shall be maintained at all times, unless otherwise indicated.

4.2 Access to Site

The five exterior doors are on the west and north sides of the Town Hall building. Construction access will be from these exterior access points. The Contractor shall have limited use of premises for construction operations as indicated on drawings by work limits. Contractor shall confine construction operations to exterior walls and immediate adjacent floor areas for window and door restoration.

4.3 Environmental Procedures for Hazardous Materials

The recommendations prepared by REG Architects details the special procedures required to be used. In addition, ventilation during the construction process shall be in a manner to direct any fumes and odors out of the building.

Lake Park Town Hall is a smoke-free environment and the use of all tobacco products by personnel performing work on or near historic structures is prohibited.

Use of open-flame equipment is not permitted.

4.4 Liquidated Damages

The Project will have liquidated damages partially established during the evaluation and submittal process. As part of the proposal submittal process, the Proposers will be required to submit, as part of their introductory letter (see Section 6.2.b), an estimate of the number of days needed to complete work. This estimate will be used for two purposes: 1) As criterion for helping to evaluate proposals, with more aggressive time lines receiving a higher number of points; and 2) To establish the number of days the successful proposer will have to complete the work prior to commencement of liquidated damages.

Proposers are incentivized to include in their proposals fewer number of days needed to complete work, because fewer days needed for work reflects a more aggressive work schedule, and therefore the Proposer will receive a higher number of points for aggressive work schedules. **However, Proposers are cautioned to submit a reasonable estimate for the number of work days needed to complete the scope, because the Proposer's estimate will be used to establish when liquidated damaged will commence.** The rate for liquidated damages shall be \$250.00 for each and every calendar day that work continues beyond the number of work days estimated by the Proposer needed to complete the work.

SECTION 5: SCOPE OF SERVICES

The Town contracted REG Architects to prepare architectural plans and a detailed list of recommendations as it pertains to the historical restoration of the five egress wood doors and seven transom windows. Please see Exhibits A and B for further detail.

The successful Proposer will be expected to maintain full compliance with the instructions, directions, guidance, standards, briefs, procedures, and all other specifications detailed within the confines of Exhibits A and B. Proposers are encouraged to conduct a robust review of the Architectural drawings and Recommendations. The Architectural drawings and Recommendations will become a part of any contract arising from this solicitation.

SECTION 6: PROPOSAL SUBMITTAL REQUIREMENTS

6.1 PROPOSAL SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Proposer should submit three complete hard copies of its entire completed Proposal submittal Package. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

The Proposal shall be written in sufficient detail to permit the Town to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

6.2 REQUIRED INFORMATION

a. SUBMITTAL FORMAT

To facilitate and expedite review, the Town asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal, or rejection of your proposal. Please abide by all requirements set forth to avoid any risk of disqualification.

b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than one (1) page in length, signed by an authorized representative of your firm. The letter should include at least a positive commitment to provide the required services, along with an estimate for the number of days required to complete work (this should be very clearly identified). Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address.

TAB 2 – FIRM INFORMATION, EXPERIENCE AND REFERENCES

*Provide a brief description of the firm, organization, structure, and philosophy, no longer than 1 page in length. Clearly indicate how the firm has experience with the completion of historical restorations. In order to be considered, Proposers must demonstrate a minimum of 7

years professional experience in construction, with a focus on experience with historical restoration.

*Provide the firm's years of experience in construction and historical restoration work. Must include "on-time" percentage of work (i.e., what percentage of work was completed on time, as agreed between the client and firm). Note any instances in which work was not able to be delivered on time, as agreed between the firm and client, and whether any past work contained problems with workmanship that led to re-working any jobs. **Note, if during the Town's due diligence background and reference checks, any such instances are discovered, but are not listed, such firm will be immediately disqualified from consideration.**

*Identify and include qualifications of specific individuals to be assigned to the subsequent projects (include names, certifications, contact information and services the individuals will provide to the Town).

*List any sub-contractors that may be used to accomplish the service (include names, certifications, contact information and services the individuals will provide to the Town).

*Describe any significant or unique awards received or accomplishments in previous, similar projects.

*Provide written evidence that the Proposer and/or subcontractors are licensed to practice in the State of Florida.

*Provide written work plan, no more than 2 pages in length, including a description of the Proposers technical capacity and how work will be performed. This description should include, at a minimum, a description of the Proposer's work shop, how much onsite storage may be needed, how open doors will be boarded shut, and how the Proposer will work through the project (i.e., door by door? One at a time? Etc.).

REFERENCES: Provide a minimum of three (3) examples of similar scope projects, with specific emphasis on historical restorations, with

applicable reference information. References should include the following information:

*Client name, address and phone number, fax numbers, and email address.

*Description of all services provided

*Performance period

*Total amount of Contract

TAB 3 - ATTACHMENTS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Any missing items will render a proposal unresponsive. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Town if the Proposer is determined to be the responsive and responsible Proposer with the highest score. The following forms must be included by the Proposer in "Tab 3" as specified in Section 6.2. **For your convenience, all the forms listed below are included as 'Exhibit C.' Do not use any other forms, other than those included within Exhibit C, for your Tab 3. Inclusion of any other forms may result in your proposal being deemed unresponsive.**

- a. Acknowledgement of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure form
- d. Notification of Public Entity Crimes Law
- e. Drug-free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Sample Performance bond Format (will be requested from Proposer recommended for award)

- i. Sample Payment Bond Format (if required, will be requested from Proposer recommended for award)
- j. Schedule of Values, fully completed.

SECTION 7: THE EVALUATION PROCESS

7.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS – STEP 1

Each Proposal will be reviewed to determine if the Proposal is responsive to each of the submission requirements outlined in Section 6. In order to move to Step 2 of the process, a Proposal must first be deemed completely responsive to the submittal requirements. A responsive Proposal is one that follows the requirements outlined in Section 6, includes all documentation and completed forms, is submitted in the format outlined in Section 6, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

7.2 PROFESSIONAL TECHNICAL REVIEW OF PROPOSALS – STEP 2

Prior to being evaluated by a Town Evaluation Committee (Step 3), all proposals which have successfully passed Step 1 will be referred to REG Architects for a technical review. The technical review will include, among other things, a review of the Proposer's level of experience in historical restoration and statement of capacity to perform. In addition, the Schedule of Values, as submitted by each Proposer, will be carefully reviewed for appropriateness. Appropriateness will be determined by the reasonableness of quantities identified in relation to the needed work, costs for all line items (in relation to the project estimated cost to construct), and will include focus on determining the sufficiency of contractor's capabilities to complete the work.

7.2 TOWN EVALUATION COMMITTEE – STEP 3

After successfully passing steps 1 and 2, Proposals will be evaluated by a Town Evaluation/Selection committee, which will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate Town personnel, as deemed necessary, with the appropriate experience and/or

knowledge, and will be publicly held. The criteria are itemized with their respective weights for a maximum total of **one hundred (100) points** per Evaluation/Selection Committee member. The points from each Committee member will be added together, and the firm with the highest number of points will be recommended for contract award. NOTE: Firms without the required 7 years of construction experience (with an emphasis on historical restoration) will be recommended for disqualification.

<u>CRITERIA</u>	<u>POINTS</u>
a. Quality of References, as included in Tab 2. Higher points awarded for References to successful work of greater complexity, scope, and cost, with emphasis on Historical restoration.	20
b. Number of days needed to complete work, as identified in Tab 1. Points awarded will be higher for a more aggressive work schedule	20
c. Firm's years of experience in construction and historical restorations. Points awarded will be higher for more experience. Firms without seven (7) years of experience Will be recommended for disqualification	20
d. Adequacy of written work plan, included within Tab 2	20
e. Price Proposal, with more points awarded for lower proposed pricing	20

7.3 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation and interview with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s) (if requested), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

7.4 PRICE OFFERS AND EVALUATION

The Town reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the Town. In general, the recommendation for award will be made to the Proposer(s) who are the most qualified and who offer the best value for performing the services under the terms and conditions of the Contract.

7.5 RIGHTS TO ADDITIONAL INFORMATION

Any Proposer recommended for award may be required to provide to the Town:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial

condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

7.6 CONTRACT AWARD

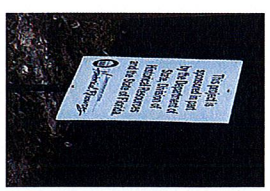
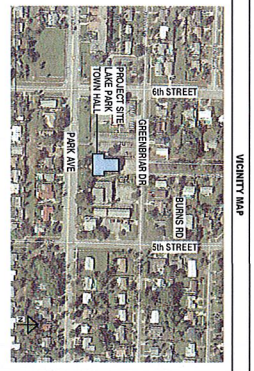
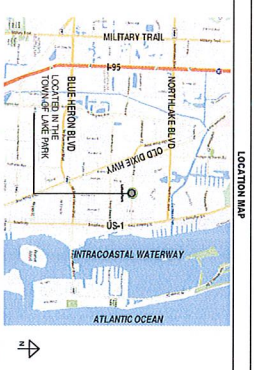
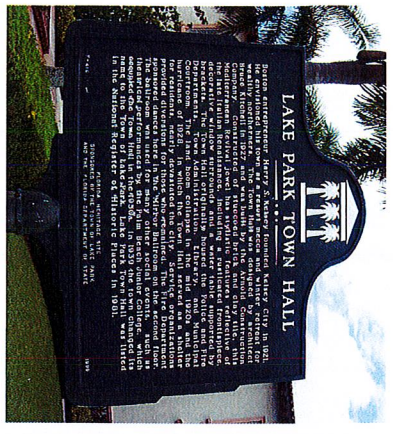
Any contract resulting from this Solicitation will be submitted to the Town Manager or designee, and the Town Council for approval, as appropriate. All Proposers will be notified in writing when the Town Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer(s) whose Proposal(s) are deemed by the Town to be in the best interest of the Town. Notwithstanding the rights of protest listed herein, the Town's decision of whether to make the award and to which Proposer(s) shall be final.

EXHIBIT A-FORMS

TOWN OF LAKE PARK

Town Hall Door Restoration / Replacement

535 Park Avenue, Lake Park, FL 33403



CONTRACTOR TO PROVIDE JOB SIGNAGE AS REQUIRED BY THE FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORICAL RESOURCES AS REQUIRED BY THE GRANT CONTRACT WITH TOWN OF LAKE PARK. SIGNAGE IS SIMILAR TO ONE PICTURED BELOW.

OWNER'S NAME
 TOWN OF LAKE PARK
 Owner Representation: Ronald Spunk, Public Works
 650 Old Dixie Highway
 Lake Park, FL 33403
 Phone: 561-588-3246 / Fax: 561-581-3249

DESIGN ARCHITECTS - INTERIORS - PLANNERS, INC.
 Rick Gonzalez, AIA, President
 Megan Koenig, Consulting Architect
 10000 N. US Highway 1
 Suite 200
 Lake Park, FL 33403
 Phone: 561-588-3246 / Fax: 561-588-3246

CONSULTANTS

REGISTRATION NUMBER
 16-000247



EST. 1988
 RICK GONZALEZ, AIA
 300 CLEMENS STREET
 WEST PALM BEACH
 FLORIDA 33411
 FAX: (561)-659-5516
 www.regarchitects.com

Lake Park
 Town Door
 Restoration /
 Replacement

535 Park Avenue, Lake Park
 FL 33403

NO.	DATE	DESCRIPTION
1	3-13-2020	N/S
2		JK
3		REG
4		150414

DATE: 3-13-2020
 SCALE: N/S
 DRAWN: JK
 CHECKED: REG
 REG # 150414

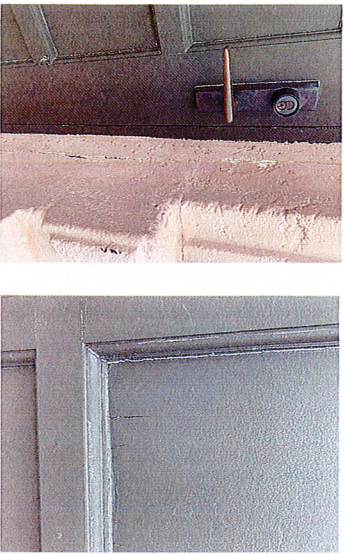
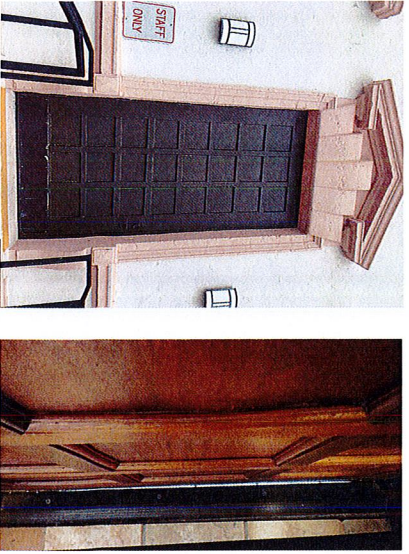
Phase II - Construction Documents
A-0



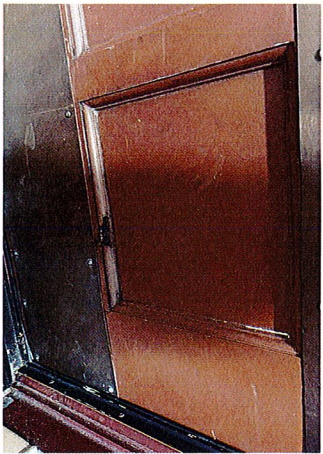
REG ARCHITECTS, INCORPORATED
 10000 N. US Highway 1
 Suite 200
 Lake Park, FL 33403
 Phone: 561-588-3246 / Fax: 561-588-3246

EXISTING CONDITIONS - DOORS

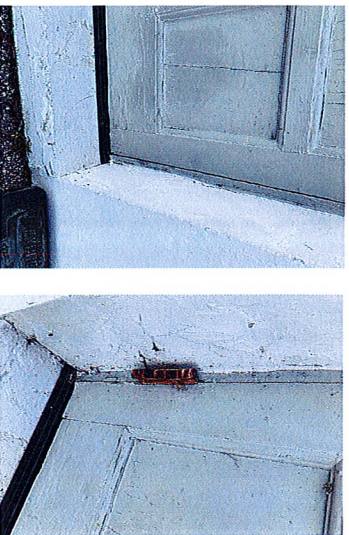
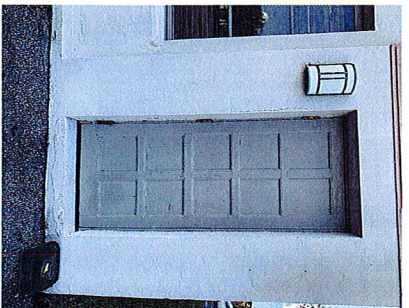
DOOR 38



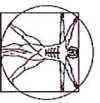
DOOR 42



DOOR 54A



REG
 REGISTERED
 ARCHITECTS
 PLANNERS
 INCORPORATED



EST. 1988
 RICK GONZALEZ, AIA
 PRESIDENT
 3001 K
 WASHINGTON STREET - SUITE
 200
 LAKE PARK, FLORIDA 32909
 PH. (888)-659-2333
 FAX (888)-659-2546
 www.regarchitects.com
 CORPORATION NUMBER
 A4000471

Lake Park
 Town Door
 Restoration /
 Replacement

535 Pied Avenue, Lake Park,
 FL 32909



NO.	DATE	DESCRIPTION

DATE: 3.1.2020
 SCALE: NTS
 DRAWN: RML
 CHECKED: DBREG
 REG # 15044

EXISTING CONDITIONS -
 Doors
 A4

EXHBT B - FORMS

REG ARCHITECTS, INC.

ARCHITECTURE * INTERIOR DESIGN * PLANNING

Mr. Richard Scherle
Town of Lake Park
Dept. of Public Works
650 Old Dixie Highway,
Lake Park, FL 33403

28 February 2020

Via Email: rscherle@lakeparkflorida.gov

RE: Town of Lake Park, FL – Historic Town Hall

- 1. 1st Floor Door Replacement**
 - 2. ~~2nd Floor (Former) Town Council Chambers Ceiling~~**
- REG #: 15034.4**

Mr. Richard Scherle,

Overview:

The historic Lake Park Town Hall, located in the Town of Lake Park, FL has been partially rehabilitated in the last twenty to thirty years. The new work completed to the rear (north) portion of the building appears to comply with the Secretary of the Interiors' Standards. This includes changing the former Fire Department apparatus bay to the currently used Council Chambers and replacing the apparatus bay doors with a fixed and opening paneled door and transom to mimic the original. Some of these newer egress doors and the spindles in the transom are being damaged due to excessive water and sun damage.

Additional paneled wood egress doors regularly punctuate the first floor of the historic structure and have signs of deterioration from the impacts of water and UV light. Waterproofing issues with these units have also caused damage to the adjacent stucco and cast stone.

~~The Town Hall contains a second floor Town Council Room with original pecky cypress ceiling and what appears to be the original paint or stain from the original period of construction. The decorative wood ceiling is sagging substantially and a beam enclosure (above the former dais platform) has shoring under to prevent further sagging.~~

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Recommendations and Existing Conditions:

- ~~1. East Entrance/Egress Door "10"~~
 - ~~a. Initial Findings on 5/17/2018~~
 - ~~i. Rotted Wood Door from water damage, replace non-historic door with door to match historic building standard.~~
 - ~~ii. Water splashing up from concrete stop/walk and onto door, assist Town to resolve~~
 - ~~b. Resolution:~~
 - ~~i. Door appears to have been repaired or replaced and is functioning properly.~~
- ~~2. East Egress Door "24"~~
 - ~~a. Initial Findings on 5/17/2018~~
 - ~~i. Door stile & rail failing, Town has installed metal straps to stabilize, replace non-historic door with door to match historic building standard.~~
 - ~~ii. Wood panels shrink and expand excessively, at least one panel is cracked with daylight showing through, investigate sun and weather protection.~~
 - ~~b. Resolution:~~
 - ~~i. Door appears to have been repaired or replaced and is functioning properly.~~
3. West Entrance/Egress door "38"
 - a. Existing Conditions:
 - i. Door stile & rail failing, Town has installed metal straps to stabilize.
 - ii. Door center rails and mullions are bowing.
 - iii. At most recessed panels, the lower portion of the panel has countless hairline fractures radiating approximately 1" upward. The stiles and rails separating the recessed panels are separating from the door stiles and the adjacent smaller stiles and rails.
 - iv. The cast stone is substantially cracking adjacent to the door opening. The cause of this may be the result of moisture transferring from the door opening into the adjacent material and causing separation.
 - v. Moisture has transferred from the concrete at the base of the door and up through the bottom of the door stile near the kickplate. The separation extends past the kickplate and the situation continues to cause deterioration.
 - b. Recommendations:
 - i. Door to be restored by replacing or repairing existing materials to match profile and material of those materials which no longer are capable of being restored. When replacement is required, it shall be done in the most sensitive method and to be replaced in kind.
 - ii. Secure door with new flashing and waterproofing at masonry opening. The cast stone at the masonry will need to be repaired once waterproofing from door ensures this issue is halted.
4. West Entrance/Egress Door "42"
 - a. Existing Conditions:
 - i. Door leaf stile & rail failing, Town has installed metal straps to stabilize.

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- ii. Door center rails and stiles are bowing.
 - iii. At most recessed panels, the lower portion of the panel has countless hairline fractures radiating approximately 1" upward. Recessed panels are pulling away from the stiles and rails. The stiles and rails separating the recessed panels are separating from the door stiles and the adjacent smaller stiles and rails.
 - iv. Top of door frame is severely rotted. Rail between door and transom is distressed and cracking is evident.
 - v. A portion of a bottom recessed panel is missing.
- b. Recommendations:
- i. Door to be restored by replacing or repairing existing materials to match profile and material of those materials which no longer are capable of being restored. When replacement is required, it shall be done in the most sensitive method and to be replaced in kind.
 - ii. New frame required for door. New transom rail required. Transom appears to be in good condition.
 - iii. Hardware to be restored or replaced in kind.
 - iv. Metal straps may be removed during restoration of door. Retain a kickplate for the unit.
5. Former Fire Station Apparatus Bay Opening "55"
- a. Existing Conditions:
- i. Door leaf stile & rail failing, Town has installed metal straps to stabilize.
 - ii. Hardware not functioning properly specifically the astragal.
 - iii. Decorative exterior spindles above door and adjoining panels have rotted bottoms from water damage.
 - iv. Bottom sill has faulted and no longer keeps a watertight barrier for the interior or base of the fixed door panels. Water transfers from the bottom sill and travels by capillary action through the wood, weakening and warping the wood.
 - v. At most recessed panels, the lower portion of the panel has countless hairline fractures radiating approximately 1" upward. Recessed panels are pulling away from the stiles and rails. The stiles and rails separating the recessed panels are separating from the door stiles and the adjacent smaller stiles and rails.
 - vi. Paint is cracked or missing allowing the wood to be exposed directly to the elements.
 - vii. Mullions forming the joint between transom segments is severely fractures. It appears water as penetrated the joints and is causing the separation.
- b. Recommendations:
- i. Require minimal slope at rail where spindles sit to incorporate proper drainage and prevent rotting of restored elements. This element shall be replaced in its entirety.
 - ii. Fill missing covers at nail/screw penetrations.

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- iii. Repair or replace decorative exterior spindles with appropriate wood species, also investigate window transom sill for potential damage and repair and/or retrofit if needed.
 - iv. Provide appropriate hardware solution for replacement doors.
 - v. Produce new spindles, bottom rail of transom and sill. Doors may be fully restored or replaced in kind as they are not original doors.
6. North Door "54" and Matching Unlabeled Door to the North
- a. Existing Condition:
 - i. Openings were not noted to be included in our analysis and documentation. However, it is apparent that these doors have suffered greatly from the effects of weathering. Their condition represents the one of the worst conditions of all the doors inspected and should be included in immediate restoration efforts.
 - ii. Water and significant UV-light damage sustained
 - iii. Rusted hinges
 - iv. Stucco around masonry opening separating from the rest of the masonry wall adjacent to door. Spalling of stucco at top of door opening. Stucco separation at bottom of masonry opening.
 - v. Door does not sit evenly in opening. 1/2" separation between top of door and door frame allowing water to come through opening.
 - vi. Bottom rail of door is severely rotted.
 - vii. Hairline fractures and panels splits running the length of recessed panels were noted.
 - b. Recommendations:
 - i. Door to be restored by replacing up to 90% of historic materials with new material to match profile and material of those historic materials which no longer are capable of being restored. When replacement is required, it shall be done in the most sensitive method and to be replaced in kind.
 - ii. Secure door with new flashing and waterproofing at masonry opening. The stucco at the masonry opening shall be removed as needed to secure new door frame to structurally sound masonry. Stucco to be repaired and floated to match existing.

~~7. Former Commission Chambers, Room 224, on 2nd Floor~~

~~a. Existing conditions:~~

- ~~i. About 10 years ago a temporary shoring was added under a sagging beam above the raised floor for the dais (no longer there). Town had a structural engineer investigate, complete new investigation with Structural Engineer (with historical/existing building expertise) to determine if a Structural problem exists, and recommend stabilization and repair.~~
- ~~ii. Faux wood ceiling in middle of room is sagging noticeably, investigate and recommend stabilization and repair.~~

~~b. Recommendations:~~

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- i. Refer to ONMJ report attached.

Additionally:

1. Doors shall be brush painted or sprayed rather than rolled to maintain the historic character of the painted door finish.
2. General Maintenance recommendations:
 - a. Retain paint coatings that mitigate the effects of sun and moisture exposure.
 - b. Continually inspect painted wood doors and frames to determine if painting is necessary or if cleaning is all that is required.
 - c. When removal of painting is required due to deterioration of paint is required, use the gentlest method possible: by hand sanding or hand scraping.
 - d. When compatible paint is required to be used, prepare surface properly.
3. Repair and maintenance of doors shall be done in accordance with the standards outlined in U.S. Department of the Interior's *Preservation Brief 10* (attached).

Conclusion:

Doors

The outlined fenestration and openings constitute a character defining feature of the historic structure. Their proportions and detailing are important to maintain for the historic integrity of the building. Original drawings show the outlined doors with profiles and configurations matching those visible today. Extensive restoration of the units may be undertaken.

Though the careful restoration and repair in kind is possible for these doors, it must be carried out by an experienced professional or craftsman. Many of the doors have significant damage and restoration work should be completed as expeditiously as possible to avoid further deterioration of original features.

Where spalling and cracking is evidenced at the stucco, selective demolition should be undertaken to ensure the split does not extend to the concrete/masonry.

Paramount to the protection and maintenance of woods doors is to provide proper drainage so that water is unable to collect on surfaces.

Repair includes the limited replacement in kind of those extensively deteriorated or missing features.

If replacement is deemed necessary by craftsman, the form and detailing of the door shall guide the new work. Compatible substitute material may only be considered if the original material is unable to be obtained.

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Ceiling:

Refer to ONMJ report attached.

Thank you,

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10 PRESERVATION BRIEFS



Exterior Paint Problems on Historic Woodwork

Kay D. Weeks and David W. Look, AIA



U.S. Department of the Interior
National Park Service
Cultural Resources
Heritage Preservation Services

A cautionary approach to paint removal is included in the guidelines to "The Secretary of the Interior Standards for Historic Preservation Projects." Removing paints down to bare wood surfaces using harsh methods can permanently damage those surfaces; therefore such methods are not recommended. Also, total removal obliterates evidence of the historical paints and their sequence and architectural context.

This Brief expands on that advice for the architect, building manager, contractor, or homeowner by identifying and describing common types of paint surface conditions and failures, then recommending appropriate treatments for preparing exterior wood surfaces for repainting¹ to assure the best adhesion and greatest durability of the new paint. Although the Brief focuses on responsible methods of "paint removal," several paint surface conditions will be described which do not require any paint removal, and still others which can be successfully handled by limited paint removal. In all cases, the information is intended to address the concerns related to *exterior wood*. It will also be generally assumed that, because houses built before 1950 involve one or more layers of lead-base paint,² the majority of conditions warranting paint removal will mean dealing with this toxic substance along with the dangers of the paint removal tools and chemical strippers themselves.

Purposes of Exterior Paint

Paint³ applied to exterior wood must withstand yearly extremes of both temperature and humidity. While never expected to be more than a temporary physical shield—requiring re-application every 5-8 years—its importance should not be minimized. Because one of the main causes of wood deterioration is moisture penetration, a primary purpose for painting wood is to exclude such moisture, thereby slowing deterioration not only of a building's exterior siding and decorative features but, ultimately, its underlying structural members. Another important purpose for painting wood is, of course, to define and accent architectural features and to improve appearance.

Treating Paint Problems in Historic Buildings

Exterior paint is constantly deteriorating through the processes of weathering, but in a program of regular maintenance—assuming all other building systems are functioning properly—surfaces can be cleaned, lightly scraped, and hand sanded in preparation for a new finish coat. Unfortunately, these are ideal conditions. More often, complex maintenance problems are inherited by owners of

historic buildings, including areas of paint that have failed⁴ beyond the point of mere cleaning, scraping, and hand sanding (although much so-called "paint failure" is attributable to interior or exterior moisture problems or surface preparation and application mistakes with previous coats).

Although paint problems are by no means unique to historic buildings, treating multiple layers of hardened, brittle paint on complex, ornamental—and possibly fragile—exterior wood surfaces necessarily requires an extremely cautious approach (see figure 1). In the case of recent construction, this level of concern is not needed because the wood is generally less detailed and, in addition, retention of the sequence of paint layers as a partial record of the building's history is not an issue.

When historic buildings are involved, however, a special set of problems arises—varying in complexity depending upon their age, architectural style, historical importance, and physical soundness of the wood—which must be carefully evaluated so that decisions can be made that are sensitive to the longevity of the resource.

Justification for Paint Removal

At the outset of this Brief, it must be emphasized that removing paint from historic buildings—with the exception of cleaning, light scraping, and hand sanding as part of routine maintenance—should be avoided unless absolutely essential. *Once conditions warranting removal have*

¹ General paint type recommendations will be made, but paint color recommendations are beyond the scope of this Brief.

² Douglas R. Shier and William Hall, *Analysis of Housing Data Collected in a Lead-Based Paint Survey in Pittsburgh, Pennsylvania Part I*. National Bureau of Standards, Inter-Report 77-1250, May 1977.

³ Any pigmented liquid, liquefiable, or mastic composition designed for application to a substrate in a thin layer which is converted to an opaque solid film after application. *Paint and Coatings Dictionary*, 1978. Federation of Societies for Coatings and Technology.

⁴ For purposes of the Brief, this includes any area of painted exterior woodwork displaying signs of peeling, cracking or alligatoring to bare wood. See descriptions of these and other paint surface conditions as well as recommended treatments on pp. 5-10.



Fig. 1 Excessive paint build-up on architectural details such as this ornamental bracket does not in itself justify total paint removal. If paint is cracked and peeling down to bare wood, however, it should be removed using the gentlest means possible. Photo: David W. Look, AIA.

been identified, the general approach should be to remove paint to the next sound layer using the gentlest means possible, then to repaint (see figure 2). Practically speaking as well, paint can adhere just as effectively to existing paint as to bare wood, providing the previous coats of paint are also adhering uniformly and tightly to the wood and the surface is properly prepared for repainting—cleaned of dirt and chalk and dulled by sanding. But, if painted exterior wood surfaces display continuous patterns of deep cracks or if they are extensively blistering and peeling so that bare wood is visible, then the old paint should be completely removed before repainting. The only other justification for removing all previous layers of paint is if doors, shutters, or windows have literally been “painted shut,” or if new wood is being pieced-in adjacent to old painted wood and a smooth transition is desired (see figure 3).

Paint Removal Precautions

Because paint removal is a difficult and painstaking process, a number of costly, regrettable experiences have occurred—and continue to occur—for both the historic building and the building owner. Historic buildings have been set on fire with blow torches; wood irreversibly scarred by sandblasting or by harsh mechanical devices such as rotary sanders and rotary wire strippers; and layers of historic paint inadvertently and unnecessarily removed. In addition, property owners, using techniques that substitute speed for safety, have been injured by toxic lead vapors or dust from the paint they were trying to



Fig. 2 A traditionally painted bay window has been stripped to bare wood, then varnished. In addition to being historically inaccurate, the varnish will break down faster as a result of the sun's ultraviolet rays than would primer and finish coats of paint. Photo: David W. Look, AIA.

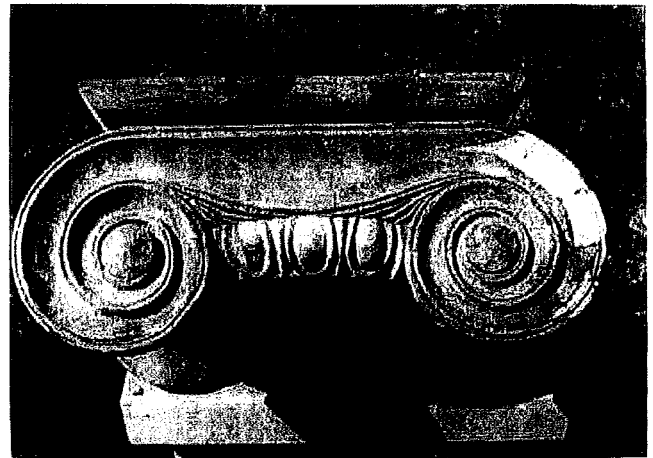


Fig. 3 If damage to parts of a wooden element is severe, new sections of wood will need to be pieced-in. When such piecing is required, paint on the adjacent woodwork should be removed so that the old and new woods will make a smooth profile when joined. After repainting, the repair should be virtually impossible to detect. Photo: Morgan W. Phillips.

remove or by misuse of the paint removers themselves.

Owners of historic properties considering paint removal should also be aware of the amount of time and labor involved. While removing damaged layers of paint from a door or porch railing might be readily accomplished within a reasonable period of time by one or two people, removing paint from larger areas of a building can, with-

out professional assistance, easily become unmanageable and produce less than satisfactory results. The amount of work involved in any paint removal project must therefore be analyzed on a case-by-case basis. Hiring qualified professionals will often be a cost-effective decision due to the expense of materials, the special equipment required, and the amount of time involved. Further, paint removal companies experienced in dealing with the inherent health and safety dangers of paint removal should have purchased such protective devices as are needed to mitigate any dangers and should also be aware of State or local environmental and/or health regulations for hazardous waste disposal.

All in all, paint removal is a messy, expensive, and potentially dangerous aspect of rehabilitating or restoring historic buildings and should not be undertaken without careful thought concerning first, its necessity, and second, which of the available recommended methods is the safest and most appropriate for the job at hand.

Repainting Historic Buildings for Cosmetic Reasons

If existing exterior paint on wood siding, eaves, window sills, sash, and shutters, doors, and decorative features shows no evidence of paint deterioration such as chalking, blistering, peeling, or cracking, then there is no *physical reason* to repaint, much less remove paint! Nor is color fading, of itself, sufficient justification to repaint a historic building.

The decision to repaint may not be based altogether on paint failure. Where there is a new owner, or even where ownership has remained constant through the years, taste in colors often changes. Therefore, if repainting is primarily to alter a building's primary and accent colors, a technical factor of paint accumulation should be taken into consideration. When paint builds up to a thickness of approximately 1/16" (approximately 16-30 layers), one or more extra coats of paint may be enough to trigger cracking and peeling in limited or even widespread areas of the building's surface. This results because excessively thick paint is less able to withstand the shrinkage or pull of an additional coat as it dries and is also less able to tolerate thermal stresses. Thick paint invariably fails at the weakest point of adhesion—the oldest layers next to the wood. Cracking and peeling follow. Therefore, if there are no signs of paint failure, it may be somewhat risky to add still another layer of unneeded paint simply for color's sake (extreme changes in color may also require more than one coat to provide proper hiding power and full color). When paint appears to be nearing the critical thickness, a change of accent colors (that is, just to limited portions of the trim) might be an acceptable compromise without chancing cracking and peeling of paint on wooden siding.

If the decision to repaint is nonetheless made, the "new" color or colors should, at a minimum, be appropriate to the style and setting of the building. On the other hand, where the intent is to restore or accurately reproduce the colors originally used or those from a significant period in the building's evolution, they should be based on the results of a paint analysis.⁵

Identification of Exterior Paint Surface Conditions/Recommended Treatments

It is assumed that a preliminary check will already have been made to determine, first, that the painted exterior surfaces are indeed wood—and not stucco, metal, or other wood substitutes—and second, that the wood has not decayed so that repainting would be superfluous. For example, if any area of bare wood such as window sills has been exposed for a long period of time to standing water, wood rot is a strong possibility (see figure 4). Repair or replacement of deteriorated wood should take place before repainting. After these two basic issues have been resolved, the surface condition identification process may commence.

The historic building will undoubtedly exhibit a variety of exterior paint surface conditions. For example, paint on the wooden siding and doors may be adhering firmly; paint on the eaves peeling; and paint on the porch balusters and window sills cracking and alligatoring. The accurate identification of each paint problem is therefore the first step in planning an appropriate overall solution.

Paint surface conditions can be grouped according to their relative severity: CLASS I conditions include minor blemishes or dirt collection and generally require *no* paint removal; CLASS II conditions include failure of the top layer or layers of paint and generally require *limited* paint removal; and CLASS III conditions include substantial or multiple-layer failure and generally require *total* paint removal. It is precisely because conditions will vary at different points on the building that a careful inspection is critical. Each item of painted exterior woodwork (i.e., siding, doors, windows, eaves, shutters, and decorative elements) should be examined early in the planning phase and surface conditions noted.

CLASS I Exterior Surface Conditions Generally Requiring No Paint Removal

- Dirt, Soot, Pollution, Cobwebs, Insect Cocoons, etc.

Cause of Condition

Environmental "grime" or organic matter that tends to cling to painted exterior surfaces and, in particular, protected surfaces such as eaves, do not constitute a paint problem unless painted over rather than removed prior to repainting. If not removed, the surface deposits can be a barrier to proper adhesion and cause peeling.

Recommended Treatment

Most surface matter can be loosened by a strong, direct stream of water from the nozzle of a garden hose. Stubborn dirt and soot will need to be scrubbed off using 1/2 cup of household detergent in a gallon of water with a medium soft bristle brush. The cleaned surface should then be rinsed thoroughly, and permitted to dry before further inspection to determine if repainting is necessary. Quite often, cleaning provides a satisfactory enough result to postpone repainting.

⁵ See the Reading List for paint research and documentation information. See also *The Secretary of the Interior's Standards for Historic Preservation Projects with Guidelines for Applying the Standards* for recommended approaches on paints and finishes within various types of project work treatments.

- Mildew

Cause of Condition

Mildew is caused by fungi feeding on nutrients contained in the paint film or on dirt adhering to any surface. Because moisture is the single most important factor in its growth, mildew tends to thrive in areas where dampness and lack of sunshine are problems such as window sills, under eaves, around gutters and downspouts, on the north side of buildings, or in shaded areas near shrubbery. It may sometimes be difficult to distinguish mildew from dirt, but there is a simple test to differentiate: if a drop of household bleach is placed on the suspected surface, mildew will immediately turn white whereas dirt will continue to look like dirt.

Recommended Treatment

Because mildew can only exist in shady, warm, moist areas, attention should be given to altering the environment that is conducive to fungal growth. The area in question may be shaded by trees which need to be pruned back to allow sunlight to strike the building; or may lack rain gutters or proper drainage at the base of the building. If the shady or moist conditions can be altered, the mildew is less likely to reappear. A recommend solution for removing mildew consists of one cup non-ammoniated detergent, one quart household bleach, and one gallon water. When the surface is scrubbed with this solution using a medium soft brush, the mildew should disappear; however, for particularly stubborn spots, an additional quart of bleach may be added. After the area is mildew-free, it should then be rinsed with a direct stream of water from the nozzle of a garden hose, and permitted to dry thoroughly. When repainting, specially formulated "mildew-resistant" primer and finish coats should be used.

- Excessive Chalking

Cause of Condition

Chalking—or powdering of the paint surface—is caused by the gradual disintegration of the resin in the paint film. (The amount of chalking is determined both by the formulation of the paint and the amount of ultraviolet light to which the paint is exposed.) In moderation, chalking is the ideal way for a paint to "age," because the chalk, when rinsed by rainwater, carries discoloration and dirt away with it and thus provides an ideal surface for repainting. In excess, however, it is not desirable because the chalk can wash down onto a surface of a different color beneath the painted area and cause streaking as well as rapid disintegration of the paint film itself. Also, if a paint contains too much pigment for the amount of binder (as the old white lead carbonate/oil paints often did), excessive chalking can result.

Recommended Treatment

The chalk should be cleaned off with a solution of ½ cup household detergent to one gallon water, using a medium soft bristle brush. After scrubbing to remove the chalk, the surface should be rinsed with a direct stream of water from the nozzle of a garden hose, allowed to dry thoroughly, (but not long enough for the chalking process to recur) and repainted, using a non-chalking paint.

- Staining

Cause of Condition

Staining of paint coatings usually results from excess



Fig. 4 Paint films wear unevenly depending on exposure and location. Exterior locations which are susceptible to accelerated deterioration are horizontal surfaces such as window sills. These and similar areas will require repainting more often than less vulnerable surfaces. In the case of this window sill where paint has peeled off and adjacent areas have cracked and alligatored, the paint should be totally removed. Prior to repainting, any weathered wood should be rejuvenated using a solution of 3 cups exterior varnish, 1 oz. paraffin wax, and mineral spirits/paint thinner/or turpentine to make 1 gallon. Liberal brush application should be made. This formula was tested over a 20-year period by the U. S. Department of Agriculture's Forest Products Laboratory and proved to be just as effective as water-repellent preservatives containing pentachlorophenol. After the surface has thoroughly dried (2-3 days of warm weather), the treated surface can be painted. A high quality oil-base primer followed by two top coats of a semi-gloss oil-enamel or latex-enamel paint is recommended. Photo: Baird M. Smith, AIA.

moisture reacting with materials within the wood substrate. There are two common types of staining, neither of which requires paint removal. The most prevalent type of stain is due to the oxidation or rusting of iron nails or metal (iron, steel, or copper) anchorage devices. A second type of stain is caused by a chemical reaction between moisture and natural extractives in certain woods (red cedar or redwood) which results in a surface deposit of colored matter. This is most apt to occur in new replacement wood within the first 10-15 years.

Recommended Treatment

In both cases, the source of the stain should first be located and the moisture problem corrected.

When stains are caused by rusting of the heads of nails used to attach shingles or siding to an exterior wall or by rusting or oxidizing iron, steel, or copper anchorage devices adjacent to a painted surface, the metal objects themselves should be hand sanded and coated with a rust-inhibitive primer followed by two finish coats. (Exposed nail heads should ideally be countersunk, spot primed, and the holes filled with a high quality wood filler except where exposure of the nail head was part of the original construction system or the wood is too fragile to withstand the countersinking procedure.)

Discoloration due to color extractives in replacement wood can usually be cleaned with a solution of equal parts denatured alcohol and water. After the affected area

has been rinsed and permitted to dry, a "stain-blocking primer" especially developed for preventing this type of stain should be applied (two primer coats are recommended for severe cases of bleeding prior to the finish coat). Each primer coat should be allowed to dry at least 48 hours.

CLASS II Exterior Surface Conditions Generally Requiring Limited Paint Removal

- **Crazing**

Cause of Condition

Crazing--fine, jagged interconnected breaks in the top layer of paint--results when paint that is several layers thick becomes excessively hard and brittle with age and is consequently no longer able to expand and contract with the wood in response to changes in temperature and humidity (see figure 5). As the wood swells, the bond between paint layers is broken and hairline cracks appear. Although somewhat more difficult to detect as opposed to other more obvious paint problems, it is well worth the time to scrutinize all surfaces for crazing. If not corrected, exterior moisture will enter the crazed surface, resulting in further swelling of the wood and, eventually, deep cracking and alligatoring, a Class III condition which requires total paint removal.

Recommended Treatment

Crazing can be treated by hand or mechanically sanding the surface, then repainting. Although the hairline cracks may tend to show through the new paint, the surface will be protected against exterior moisture penetration.



Fig. 5 Crazing--or surface cracking--is an exterior surface condition which can be successfully treated by sanding and painting. Photo: Courtesy, National Decorating Products Association.

- **Intercoat Peeling**

Cause of Condition

Intercoat peeling can be the result of improper surface preparation prior to the last repainting. This most often occurs in protected areas such as eaves and covered porches because these surfaces do not receive a regular rinsing from rainfall, and salts from air-borne pollutants thus accumulate on the surface. If not cleaned off, the new paint coat will not adhere properly and that layer will peel.

Another common cause of intercoat peeling is incompatibility between paint types (see figure 6). For example, if oil paint is applied over latex paint, peeling of the top

coat can sometimes result since, upon aging, the oil paint becomes harder and less elastic than the latex paint. If latex paint is applied over old, chalking oil paint, peeling can also occur because the latex paint is unable to penetrate the chalky surface and adhere.

Recommended Treatment

First, where salts or impurities have caused the peeling, the affected area should be washed down thoroughly after scraping, then wiped dry. Finally, the surface should be hand or mechanically sanded, then repainted.

Where peeling was the result of using incompatible paints, the peeling top coat should be scraped and hand or mechanically sanded. Application of a high quality oil type exterior primer will provide a surface over which either an oil or a latex topcoat can be successfully used.

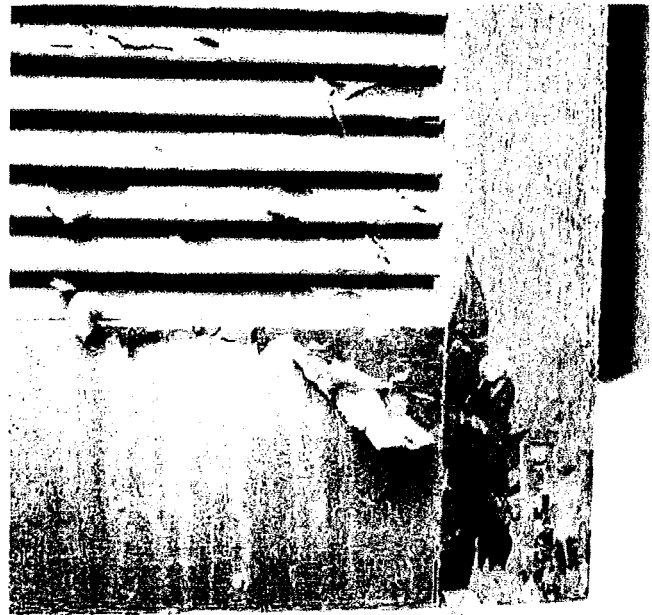


Fig. 6 This is an example of intercoat peeling. A latex top coat was applied directly over old oil paint and, as a result, the latex paint was unable to adhere. If latex is being used over oil, an oil-base primer should be applied first. Although much of the peeling latex paint can be scraped off, in this case, the best solution may be to chemically dip strip the entire shutter to remove all of the paint down to bare wood, rinse thoroughly, then repaint. Photo: Mary L. Oehllein, AIA.

- **Solvent Blistering**

Cause of Condition

Solvent blistering, the result of a less common application error, is not caused by moisture, but by the action of ambient heat on paint solvent or thinners in the paint film. If solvent-rich paint is applied in direct sunlight, the top surface can dry too quickly and, as a result, solvents become trapped beneath the dried paint film. When the solvent vaporizes, it forces its way through the paint film, resulting in surface blisters. This problem occurs more often with dark colored paints because darker colors absorb more heat than lighter ones. To distinguish between solvent blistering and blistering caused by moisture, a blister should be cut open. If another layer of paint is visible, then solvent blistering is likely the problem whereas if bare wood is revealed, moisture is probably to blame. Solvent blisters are generally small.

Recommended Treatment

Solvent-blistered areas can be scraped, hand or mechanically sanded to the next sound layer, then repainted. In order to prevent blistering of painted surfaces, paint should not be applied in direct sunlight.

- **Wrinkling**

Cause of Condition

Another error in application that can easily be avoided is wrinkling (see figure 7). This occurs when the top layer of paint dries before the layer underneath. The top layer of paint actually moves as the paint underneath (a primer, for example) is drying. Specific causes of wrinkling include: (1) applying paint too thick; (2) applying a second coat before the first one dries; (3) inadequate brushing out; and (4) painting in temperatures higher than recommended by the manufacturer.

Recommended Treatment

The wrinkled layer can be removed by scraping followed by hand or mechanical sanding to provide as even a surface as possible, then repainted following manufacturer's application instructions.

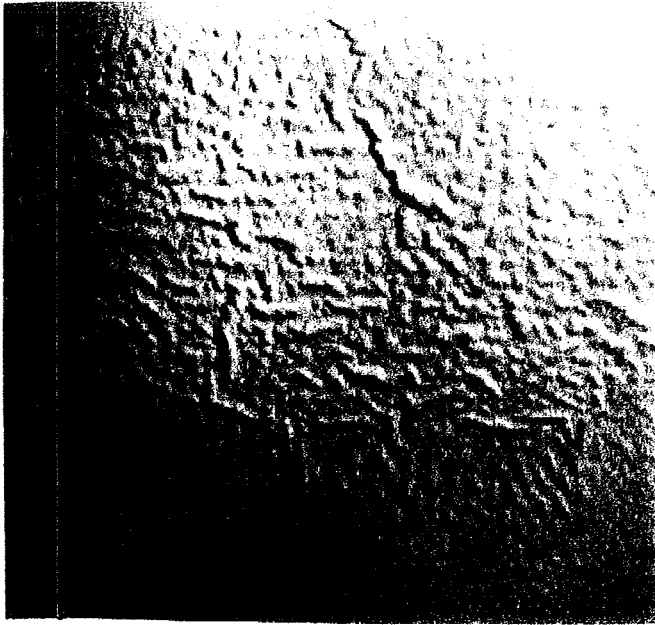


Fig. 7 Wrinkled layers can generally be removed by scraping and sanding as opposed to total paint removal. Following manufacturers' application instructions is the best way to avoid this surface condition. Photo: Courtesy, National Decorating Products Association.

CLASS III Exterior Surface Conditions Generally Requiring Total Paint Removal

If surface conditions are such that the majority of paint will have to be removed prior to repainting, it is suggested that a small sample of intact paint be left in an inconspicuous area either by covering the area with a metal plate, or by marking the area and identifying it in some way. (When repainting does take place, the sample should not be painted over). This will enable future investigators to have a record of the building's paint history.

- **Peeling**

Cause of Condition

Peeling to bare wood is most often caused by excess interior or exterior moisture that collects behind the paint

film, thus impairing adhesion (see figure 8). Generally beginning as blisters, cracking and peeling occur as moisture causes the wood to swell, breaking the adhesion of the bottom layer.

Recommended Treatment

There is no sense in repainting before dealing with the moisture problems because new paint will simply fail. Therefore, the first step in treating peeling is to locate and remove the source or sources of the moisture, not only because moisture will jeopardize the protective coating of paint but because, if left unattended, it can ultimately cause permanent damage to the wood. Excess interior moisture should be removed from the building through installation of exhaust fans and vents. Exterior moisture should be eliminated by correcting the following conditions prior to repainting: faulty flashing; leaking gutters; defective roof shingles; cracks and holes in siding and trim; deteriorated caulking in joints and seams; and shrubbery growing too close to painted wood. After the moisture problems have been solved, the wood must be permitted to dry out thoroughly. The damaged paint can then be scraped off with a putty knife, hand or mechanically sanded, primed, and repainted.

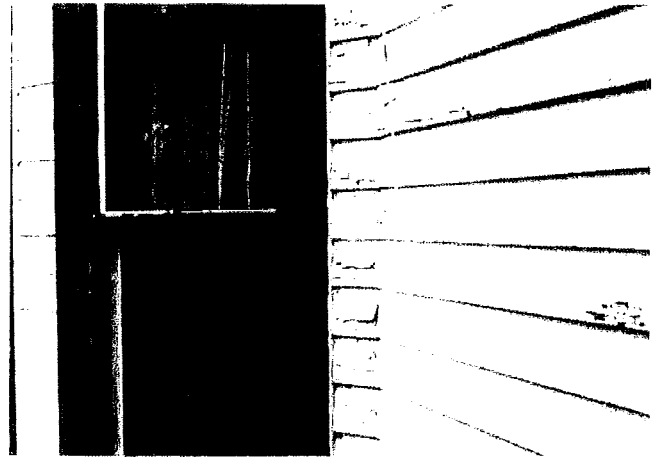


Fig. 8 Peeling to bare wood— one of the most common types of paint failure—is usually caused by an interior or exterior moisture problem. Photo: Anne E. Grimmer.

- **Cracking/ Alligatoring**

Cause of Condition

Cracking and alligatoring are advanced stages of crazing (see figure 9). Once the bond between layers has been broken due to intercoat paint failure, exterior moisture is able to penetrate the surface cracks, causing the wood to swell and deeper cracking to take place. This process continues until cracking, which forms parallel to grain, extends to bare wood. Ultimately, the cracking becomes an overall pattern of horizontal and vertical breaks in the paint layers that looks like reptile skin; hence, "alligatoring." In advanced stages of cracking and alligatoring, the surfaces will also flake badly.

Recommended Treatment

If cracking and alligatoring are present only in the top layers they can probably be scraped, hand or mechanically sanded to the next sound layer, then repainted. However, if cracking and/or alligatoring have progressed to

bare wood and the paint has begun to flake, it will need to be totally removed. Methods include scraping or paint removal with the electric heat plate, electric heat gun, or chemical strippers, depending on the particular area involved. Bare wood should be primed within 48 hours, then repainted.



Fig. 9 Cracking, alligating and flaking are evidence of long-term neglect of painted surfaces. The remaining paint on the clapboard shown here can be removed with an electric heat plate and wide-bladed scraper. In addition, unsound wood should be replaced and moisture problems corrected before primer and top coats of paint are applied. Photo: David W. Look, AIA.

Selecting the Appropriate/Safest Method to Remove Paint

After having presented the "hierarchy" of exterior paint surface conditions—from a mild condition such as mildew which simply requires cleaning prior to repainting to serious conditions such as peeling and alligating which require total paint removal—one important thought bears repeating: if a paint problem has been identified that warrants either limited or total paint removal, the gentlest method possible for the particular wooden element of the historic building should be selected from the many available methods.

The treatments recommended—based upon field testing as well as onsite monitoring of Department of Interior grant-in-aid and certification of rehabilitation projects—are therefore those which take three over-riding issues into consideration (1) the continued protection and preservation of the historic exterior woodwork; (2) the retention of the sequence of historic paint layers; and (3) the health and safety of those individuals performing the paint removal. By applying these criteria, it will be seen that no paint removal method is without its drawbacks and all recommendations are qualified in varying degrees.

Methods for Removing Paint

After a particular exterior paint surface condition has been identified, the next step in planning for repainting—if paint removal is required—is selecting an appropriate method for such removal.

The method or methods selected should be suitable for the specific paint problem as well as the particular wooden element of the building. Methods for paint removal can be divided into three categories (frequently, however, a combination of the three methods is used).

Each method is defined below, then discussed further and specific recommendations made:

Abrasive—"Abrading" the painted surface by manual and/or mechanical means such as scraping and sanding. Generally used for surface preparation and limited paint removal.

Thermal—Softening and raising the paint layers by applying heat followed by scraping and sanding. Generally used for total paint removal.

Chemical—Softening of the paint layers with chemical strippers followed by scraping and sanding. Generally used for total paint removal.

• Abrasive Methods (Manual)

If conditions have been identified that require limited paint removal such as crazing, intercoat peeling, solvent blistering, and wrinkling, scraping and hand sanding should be the first methods employed before using mechanical means. Even in the case of more serious conditions such as peeling—where the damaged paint is weak and already sufficiently loosened from the wood surface—scraping and hand sanding may be all that is needed prior to repainting.

Recommended Abrasive Methods (Manual)

Putty Knife/Paint Scraper: Scraping is usually accomplished with either a putty knife or a paint scraper, or both. Putty knives range in width from one to six inches and have a beveled edge. A putty knife is used in a pushing motion going under the paint and working from an area of loose paint toward the edge where the paint is still firmly adhered and, in effect, "beveling" the remaining layers so that as smooth a transition as possible is made between damaged and undamaged areas (see figure 10).

Paint scrapers are commonly available in 1 $\frac{5}{16}$, 2 $\frac{1}{2}$, and 3 $\frac{1}{2}$ inch widths and have replaceable blades. In addition, profiled scrapers can be made specifically for use on moldings. As opposed to the putty knife, the paint scraper is used in a pulling motion and works by raking the damaged areas of paint away.

The obvious goal in using the putty knife or the paint scraper is to selectively remove the affected layer or layers of paint; however, both of these tools, particularly the paint scraper with its hooked edge, must be used with care to properly prepare the surface and to avoid gouging the wood.

Sandpaper/Sanding Block/Sanding sponge: After manually removing the damaged layer or layers by scraping, the uneven surface (due to the almost inevitable removal of varying numbers of paint layers in a given area) will need to be smoothed or "feathered out" prior to repainting. As stated before, hand sanding, as opposed to harsher mechanical sanding, is recommended if the area is relatively limited. A coarse grit, open-coat flint sandpaper—the least expensive kind—is useful for this purpose because, as the sandpaper clogs with paint it must be discarded and this process repeated until all layers adhere uniformly.

Blocks made of wood or hard rubber and covered with sandpaper are useful for handsanding flat surfaces. Sanding sponges—rectangular sponges with an abrasive aggregate on their surfaces—are also available for detail work that requires reaching into grooves because the sponge easily conforms to curves and irregular surfaces. All sanding should be done with the grain.

Summary of Abrasive Methods (Manual)

Recommended: Putty knife, paint scraper, sandpaper, sanding block, sanding sponge.

Applicable areas of building: All areas.

For use on: Class I, Class II, and Class III conditions.

Health/Safety factors: Take precautions against lead dust, eye damage; dispose of lead paint residue properly.

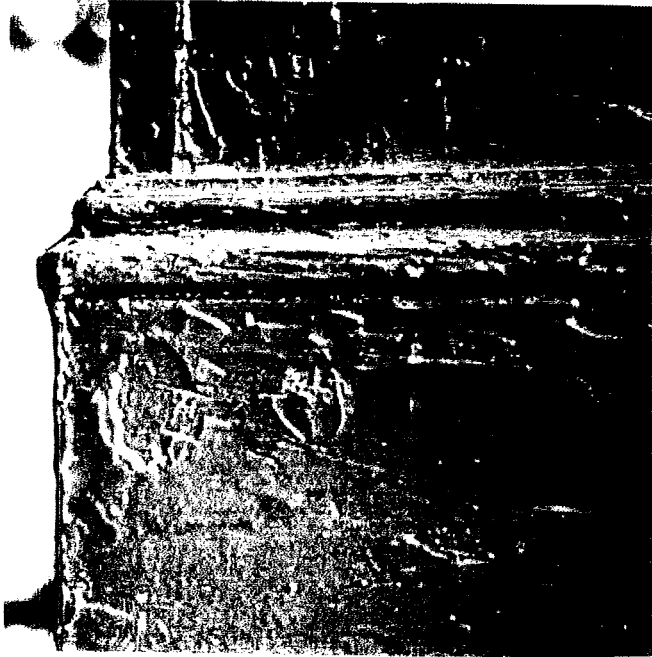


Fig. 10 An excellent example of inadequate scraping before repainting. The problems here are far more than cosmetic. This improperly prepared surface will permit moisture to get behind the paint film which, in turn, will result in chipping and peeling. Photo: Baird M. Smith. AIA.

• Abrasive Methods (Mechanical)

If hand sanding for purposes of surface preparation has not been productive or if the affected area is too large to consider hand sanding by itself, mechanical abrasive methods, i.e., power-operated tools may need to be employed; however, it should be noted that the majority of tools available for paint removal can cause damage to fragile wood and must be used with great care.

Recommended Abrasive Methods (Mechanical)

Orbital sander: Designed as a finishing or smoothing tool—not for the removal of multiple layers of paint—the orbital sander is thus recommended when limited paint removal is required prior to repainting. Because it sands in a small diameter circular motion (some models can also be switched to a back-and-forth vibrating action), this tool is particularly effective for “feathering” areas where paint has first been scraped (see figure 11). The abrasive surface varies from about 3×7 inches to 4×9 inches and sandpaper is attached either by clamps or sliding clips. A medium grit, open-coat aluminum oxide sandpaper should be used; fine sandpaper clogs up so quickly that it is ineffective for smoothing paint.

Belt sander: A second type of power tool—the belt sander—can also be used for removing limited layers of paint but,

in this case, the abrasive surface is a continuous belt of sandpaper that travels at high speeds and consequently offers much less control than the orbital sander. Because of the potential for more damage to the paint or the wood, use of the belt sander (also with a medium grit sandpaper) should be limited to flat surfaces and only skilled operators should be permitted to operate it within a historic preservation project.

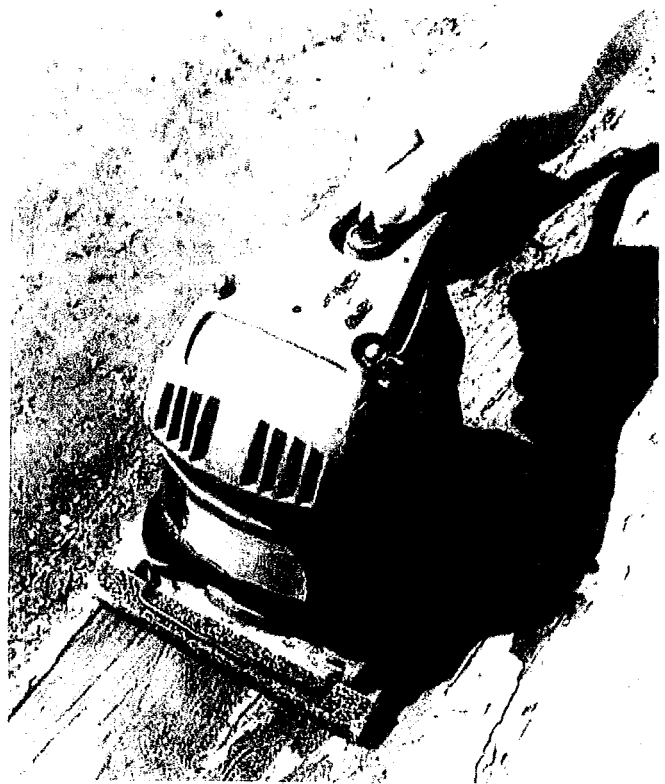


Fig. 11 The orbital sander can be used for limited paint removal i.e. for smoothing flat surfaces after the majority of deteriorated paint has already been scraped off. Photo: Charles E. Fisher, III.

Not Recommended

Rotary Drill Attachments: Rotary drill attachments such as the rotary sanding disc and the rotary wire stripper should be avoided. The disc sander—usually a disc of sandpaper about 5 inches in diameter secured to a rubber based attachment which is in turn connected to an electric drill or other motorized housing—can easily leave visible circular depressions in the wood which are difficult to hide, even with repainting. The rotary wire stripper—clusters of metals wires similarly attached to an electric drill-type unit—can actually shred a wooden surface and is thus to be used exclusively for removing corrosion and paint from metals.

Waterblasting: Waterblasting above 600 p.s.i. to remove paint is not recommended because it can force water into the woodwork rather than cleaning loose paint and grime from the surface; at worst, high pressure waterblasting causes the water to penetrate exterior sheathing and damages interior finishes. A detergent solution, a medium soft bristle brush, and a garden hose for purposes of rinsing, is the gentlest method involving water and is recommended when cleaning exterior surfaces prior to repainting.

Sandblasting: Finally—and undoubtedly most vehemently “not recommended”—sandblasting painted exterior woodwork will indeed remove paint, but at the same time can scar wooden elements beyond recognition. As with rotary wire strippers, sandblasting erodes the soft porous fibers (spring wood) faster than the hard, dense fibers (summer wood), leaving a pitted surface with ridges and valleys. Sandblasting will also erode projecting areas of carvings and moldings before it removes paint from concave areas (see figure 12). Hence, this abrasive method is potentially the most damaging of all possibilities, even if a contractor promises that blast pressure can be controlled so that the paint is removed without harming the historic exterior woodwork. (For Additional Information, See Preservation Briefs 6, “Dangers of Abrasive Cleaning to Historic Buildings”.)

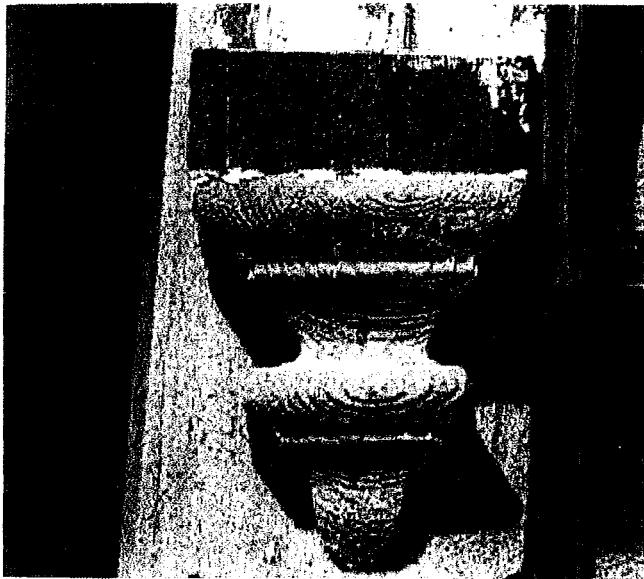


Fig. 12 Sandblasting has permanently damaged this ornamental bracket. Even paint will not be able to hide the deep erosion of the wood. Photo: David W. Look. AIA

Summary of Abrasive Methods (Mechanical)

Recommended: Orbital sander, belt sander (skilled operator only).

Applicable areas of building: Flat surfaces, i.e., siding, eaves, doors, window sills.

For use on: Class II and Class III conditions.

Health/Safety factors: Take precautions against lead dust and eye damage; dispose of lead paint residue properly.

Not Recommended: Rotary drill attachments, high pressure waterblasting, sandblasting.

• Thermal Methods

Where exterior surface conditions have been identified that warrant total paint removal such as peeling, cracking, or alligatoring, two thermal devices—the electric heat plate and the electric heat gun—have proven to be quite successful for use on different wooden elements of the historic building. One thermal method—the blow torch—is not recommended because it can scorch the wood or even burn the building down!

Recommended Thermal Methods

Electric heat plate: The electric heat plate (see figure 13) operates between 500 and 800 degrees Fahrenheit (not hot enough to vaporize lead paint), using about 15 amps of power. The plate is held close to the painted exterior surface until the layers of paint begin to soften and blister, then moved to an adjacent location on the wood while the softened paint is scraped off with a putty knife (it should be noted that the heat plate is most successful when the paint is very thick!). With practice, the operator can successfully move the heat plate evenly across a flat surface such as wooden siding or a window sill or door in a continuous motion, thus lessening the risk of scorching the wood in an attempt to reheat the edge of the paint sufficiently for effective removal. Since the electric heat plate’s coil is “red hot,” extreme caution should be taken to avoid igniting clothing or burning the skin. If an extension cord is used, it should be a heavy-duty cord (with 3-prong grounded plugs). A heat plate could overload a circuit or, even worse, cause an electrical fire; therefore, it is recommended that this implement be used with a single circuit and that a fire extinguisher always be kept close at hand.



Fig. 13 The electric heat plate (with paint scraper) is particularly useful for removing paint down to bare wood on flat surfaces such as doors, window frames, and siding. After scraping, some light sanding will probably be necessary to smooth the surface prior to application of primer and top coats. Photo: David W. Look. AIA

Electric heat gun: The electric heat gun (electric hot-air gun) looks like a hand-held hairdryer with a heavy-duty metal case (see figure 14). It has an electrical resistance coil that typically heats between 500 and 750 degrees Fahrenheit and, again, uses about 15 amps of power which requires a heavy-duty extension cord. There are some heat guns that operate at higher temperatures but they should not be purchased for removing old paint

because of the danger of lead paint vapors. The temperature is controlled by a vent on the side of the heat gun. When the vent is closed, the heat increases. A fan forces a stream of hot air against the painted woodwork, causing a blister to form. At that point, the softened paint can be peeled back with a putty knife. It can be used to best advantage when a paneled door was originally varnished, then painted a number of times. In this case, the paint will come off quite easily, often leaving an almost pristine varnished surface behind. Like the heat plate, the heat gun works best on a heavy paint build-up. (It is, however, not very successful on only one or two layers of paint or on surfaces that have only been varnished. The varnish simply becomes sticky and the wood scorches.)

Although the heat gun is heavier and more tiring to use than the heat plate, it is particularly effective for removing paint from detail work because the nozzle can be directed at curved and intricate surfaces. Its use is thus more limited than the heat plate, and most successfully used in conjunction *with* the heat plate. For example, it takes about two to three hours to strip a paneled door with a heat gun, but if used in combination with a heat plate for the large, flat area, the time can usually be cut in half. Although a heat gun seldom scorches wood, it can cause fires (like the blow torch) if aimed at the dusty cavity between the exterior sheathing and siding and interior lath and plaster. A fire may smolder for hours before flames break through to the surface. Therefore, this thermal device is best suited for use on solid decorative elements, such as molding, balusters, fretwork, or "gingerbread."



Fig. 14 The nozzle on the electric heat gun permits hot air to be aimed into cavities on solid decorative elements such as this applied column. After the paint has been sufficiently softened, it can be removed with a profiled scraper. Photo: Charles E. Fisher, III.

Not Recommended

Blow Torch: Blow torches, such as hand-held propane or butane torches, were widely used in the past for paint removal because other thermal devices were not available. With this technique, the flame is directed toward the paint until it begins to bubble and loosen from the surface. Then the paint is scraped off with a putty knife. Although this is a relatively fast process, at temperatures between 3200 and 3800 degrees Fahrenheit the open flame is not only capable of burning a careless operator and causing severe damage to eyes or skin, it can easily scorch or ignite the wood. The other fire hazard is more insidious. Most frame buildings have an air space between the exterior sheathing and siding and interior lath and plaster. This cavity usually has an accumulation of dust which is also easily ignited by the open flame of a blow torch. Finally, lead-base paints will vaporize at high temperatures, releasing toxic fumes that can be unknowingly inhaled. Therefore, because both the heat plate and the heat gun are generally safer to use—that is, the risks are much more controllable—the blow torch should definitely be avoided!

Summary of Thermal Methods

Recommended: Electric heat plate, electric heat gun.

Applicable areas of building: Electric heat plate—flat surfaces such as siding, eaves, sash, sills, doors. Electric heat gun—solid decorative molding, balusters, fretwork, or "gingerbread."

For use on: Class III conditions.

Health/Safety factors: Take precautions against eye damage and fire. Dispose of lead paint residue properly.

Not Recommended: Blow torch.

• Chemical Methods

With the availability of effective thermal methods for total paint removal, the need for chemical methods—in the context of preparing historic exterior woodwork for repainting—becomes quite limited. Solvent-base or caustic strippers may, however, play a supplemental role in a number of situations, including:

- Removing paint residue from intricate decorative features, or in cracks or hard to reach areas if a heat gun has not been completely effective;
- Removing paint on window muntins because heat devices can easily break the glass;
- Removing varnish on exterior doors after all layers of paint have been removed by a heat plate/heat gun if the original varnish finish is being restored;
- Removing paint from detachable wooden elements such as exterior shutters, balusters, columns, and doors by dip-stripping when other methods are too laborious.

Recommended Chemical Methods (Use With Extreme Caution)

Because all chemical paint removers can involve potential health and safety hazards, no wholehearted recommendations can be made from that standpoint. Commonly known as "paint removers" or "strippers," both solvent-base or caustic products are commercially available that, when poured, brushed, or sprayed on painted exterior woodwork are capable of softening several layers of paint at a time so that the resulting "sludge"—which should be remembered is nothing less than the sequence of historic

paint layers—can be removed with a putty knife. Detachable wood elements such as exterior shutters can also be “dip-stripped.”

Solvent-base Strippers: The formulas tend to vary, but generally consist of combinations of organic solvents such as methylene chloride, isopropanol, toluol, xylol, and methanol; thickeners such as methyl cellulose; and various additives such as paraffin wax used to prevent the volatile solvents from evaporating before they have time to soak through multiple layers of paint. Thus, while some solvent-base strippers are quite thin and therefore unsuitable for use on vertical surfaces, others, called “semi-paste” strippers, are formulated for use on vertical surfaces or the underside of horizontal surfaces.

However, whether liquid or semi-paste, there are two important points to stress when using any solvent-base stripper: First, the vapors from the organic chemicals can be highly toxic if inhaled; skin contact is equally dangerous because the solvents can be absorbed; second, many solvent-base strippers are flammable. Even though application out-of-doors may somewhat mitigate health and safety hazards, a respirator with special filters for organic solvents is recommended and, of course, solvent-base strippers should never be used around open flames, lighted cigarettes, or with steel wool around electrical outlets.

Although appearing to be the simplest for exterior use, a particular type of solvent-base stripper needs to be mentioned here because it can actually cause the most problems. Known as “water-rinsable,” such products have a high proportion of methylene chloride together with emulsifiers. Although the dissolved paint can be rinsed off with water with a minimum of scraping, this ultimately creates more of a problem in cleaning up and properly disposing of the sludge. In addition, these strippers can leave a gummy residue on the wood that requires removal with solvents. Finally, water-rinsable strippers tend to raise the grain of the wood more than regular strippers.

On balance, then, the regular strippers would seem to work just as well for exterior purposes and are perhaps even better from the standpoint of proper lead sludge disposal because they must be hand scraped as opposed to rinsed off (a coffee-can with a wire stretched across the top is one effective way to collect the sludge; when the putty knife is run across the wire, the sludge simply falls into the can. Then, when the can is filled, the wire is removed, the can capped, and the lead paint sludge disposed of according to local health regulations).

Caustic Strippers: Until the advent of solvent-base strippers, caustic strippers were used exclusively when a chemical method was deemed appropriate for total paint removal prior to repainting or refinishing. Now, it is more difficult to find commercially prepared caustic solutions in hardware and paint stores for home-owner use with the exception of lye (caustic soda) because solvent-base strippers packaged in small quantities tend to dominate the market.

Most commercial dip stripping companies, however, continue to use variations of the caustic bath process because it is still the cheapest method available for removing paint. Generally, dip stripping should be left to professional companies because caustic solutions can dissolve skin and permanently damage eyes as well as present serious disposal problems in large quantities.

If exterior shutters or other detachable elements are be-

ing sent out* for stripping in a caustic solution, it is wise to see samples of the company’s finished work. While some companies do a first-rate job, others can leave a residue of paint in carvings and grooves. Wooden elements may also be soaked too long so that the wood grain is raised and roughened, requiring extensive hand sanding later. In addition, assurances should be given by these companies that caustic paint removers will be neutralized with a mild acid solution or at least thoroughly rinsed with water after dipping (a caustic residue makes the wood feel slippery). If this is not done, the lye residue will cause new paint to fail.

Summary of Chemical Methods

Recommended, with extreme caution: Solvent-base strippers, caustic strippers.

Applicable areas of buildings: decorative features, window muntins, doors, exterior shutters, columns, balusters, and railings.

For use on: Class III Conditions.

Health/Safety factors: Take precautions against inhaling toxic vapors; fire; eye damage; and chemical poisoning from skin contact. Dispose of lead residue properly

General Paint Type Recommendations

Based on the assumption that the exterior wood has been painted with oil paint many times in the past and the existing top coat is therefore also an oil paint,* it is recommended that for CLASS I and CLASS II paint surface conditions, a top coat of high quality oil paint be applied when repainting. The reason for recommending oil rather than latex paints is that a coat of latex paint applied directly over old oil paint is more apt to fail. The considerations are twofold. First, because oil paints continue to harden with age, the old surface is sensitive to the added stress of shrinkage which occurs as a new coat of paint dries. Oil paints shrink less upon drying than latex paints and thus do not have as great a tendency to pull the old paint loose. Second, when exterior oil paints age, the binder releases pigment particles, causing a chalky surface. Although for best results, the chalk (or dirt, etc.) should *always* be cleaned off prior to repainting, a coat of new oil paint is more able to penetrate a chalky residue and adhere than is latex paint. Therefore, unless it is possible to thoroughly clean a heavy chalked surface, oil paints—on balance—give better adhesion.

If however, a latex top coat is going to be applied over several layers of old oil paint, an oil primer should be applied first (the oil primer creates a flat, porous surface to which the latex can adhere). After the primer has thoroughly dried, a latex top coat may be applied. In the long run, changing paint types is more time consuming and expensive. An application of a new oil-type top coat on the old oil paint is, thus, the preferred course of action.

* Marking the original location of the shutter by number (either by stamping numbers into the end grain with metal numeral dies or cutting numbers into the end with a pen knife) will minimize difficulties when rehanging them.

* If the top coat is latex paint (when viewed by the naked eye or, preferably, with a magnifying glass, it looks like a series of tiny craters) it may either be repainted with new latex paint or with oil paint. Normal surface preparation should precede any repainting.

If CLASS III conditions have necessitated total paint removal, there are two options, both of which assure protection of the exterior wood: (1) an oil primer may be applied followed by an oil-type top coat, preferably by the same manufacturer; or (2) an oil primer may be applied followed by a latex top coat, again using the same brand of paint. It should also be noted that primers were never intended to withstand the effects of weathering; therefore, the top coat should be applied as soon as possible after the primer has dried.

Conclusion

The recommendations outlined in this Brief are cautious because at present there is no completely safe and effective method of removing old paint from exterior woodwork. This has necessarily eliminated descriptions of several methods still in a developmental or experimental stage, which can therefore neither be recommended nor precluded from future recommendation. With the ever-increasing number of buildings being rehabilitated, however, paint removal technology should be stimulated and, in consequence, existing methods refined and new methods developed which will respect both the historic wood and the health and safety of the operator.

Special thanks go to Baird M. Smith, AIA (formerly Chief, Preservation Technology Branch, TPS) for providing general direction in the development of the manuscript. In addition, the following individuals are to be thanked for their contributions as technical experts in the field: Royal T. Brown, National Paint and Coatings Association, Washington, D.C.; Dr. Judith E. Selwyn, Preservation Technology Associates, Boston, Massachusetts; and Dennis R. Vacca, Pratt & Lambert Co., Carlstadt, New Jersey. Finally, thanks go to several National Park Service staff members whose valuable comments were incorporated into the text and who contributed to the production of the brief: James A. Caulfield, Anne E. Grimmer, Jean E. Travers, David G. Battle, Sharon C. Park, AIA, Charles E. Fisher III, Sara K. Blumenthal, and Martha A. Gutrick.

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This publication has been prepared pursuant to The Economic Recovery Tax Act of 1981, which directs the Secretary of the Interior to certify rehabilitations of historic buildings that are consistent with their historic character; the advice and guidance in this brief will assist property owners in complying with the requirements of this law.

Preservation Briefs 10 has been developed under the technical editorship of Lee H. Nelson, AIA, Chief, Preservation Assistance Division, National Park Service, U.S. Department of the Interior, Washington, D.C. 20240. Comments on the usefulness of this information are welcomed and can be sent to Mr. Nelson at the above address.

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September 1982

EXHIBIT C - FORMS

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: _____

PROPOSAL SUBMITTAL SIGNATURE PAGE

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

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number (s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICIATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACLLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

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

The purpose of this disclosure form is to give the Town 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 consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town 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 my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

_____ The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals 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 a
(Company Name)
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

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 Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: _____ Title: _____

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

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

c. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

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

Signature

Subscribed and sworn to (or affirmed) before me 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: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of selected Proposer)

As Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

As Surety, hereinafter called Surety, are held and firmly bound unto the Town of Lake Park, Palm Beach County, Florida; as Oblige, hereinafter called the Town, in the amount of _____, (\$ _____), for the payment whereof, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20____, entered into a Contract with the town in accordance with the Solicitation specifications prepared by the Town, which Contract is by reference made a part hereof and is hereinafter referred as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The surety hereby waives notice of any alteration or extension of time made by the Town.

Whenever the Contractor shall be and declared by the Town to be in default under the Contract, the Town having performed Town's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the most responsible Proposer, or if the Town elects, upon determination by the town and the Surety jointly of the most responsible Proposer, arrange for a Contract between such Proposer and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Town to the Contractor under the contract and any amendments thereto, less the amount properly paid by the Town to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town named herein or the heirs, executors, administrators, or successors of the Town.

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

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SCHEDULE OF VALUES

<i>Item Number</i>	<i>Description of Work</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Item Total</i>
DIVISION 1- GENERAL CONDITIONS					
	Pre-Construction				
	Permits				
	Allowance Fomls				
	Performance & Payment Bonds				
	Insurance - Builder's Risk				
	Insurance - General Liability				
	Fee				
	Contingency				
	General Conditions (GC to Itemize)				
	Project Management & Coordination				
	Protection, Salvage & Treatment Procedure For Historic Building Materials				
	Regulatory Requirements				
	Quality Assurance				
	Quality Control				
	Temporary Facilities and Controls				
	Common Product Requirements (Includes Substitution Form)				
	Closeout Procedures				
DIVISION 2 - EXISTING CONDITIONS					
	Existing Conditions				
	Assessment and Remediation				
	Selective Demolition				
DIVISION 3 - CONCRETE					
	Not Used				
DIVISION 4 - MASONRY					
	Not Used				
DIVISION 5 - METALS					

SCHEDULE OF VALUES					
<i>Item Number</i>	<i>Description of Work</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Item Total</i>
	Not Used				
DIVISION 6 - WOODS, PLASTICS &					
	Wood Restoration				
	Rough Carpentry				
	Exterior Finish Carpentry				
	Interior Finish Carpentry				
DIVISION 7 - THERMAL & MOISTURE					
07 92 00	Joint Sealants				
DIVISION 8 - OPENINGS					
	Stile and Rail Wood Doors				
	Door #38				
	Door #42				
	Door #54				
	Door #54A				
	Door #55				
	Door Hardware				
	Door Bottoms/Rain Drips				
	Thresholds				
	Glazing				
DIVISION 9 - FINISHES					
	Repair of Historic Stucco				
	Exterior Painting				
	Interior Painting				
	Grand Total				