



**Mandatory Pre-Bid Minutes**  
Town of Lake Park, Florida  
Bid No. 104-2016 Kelsey and Lake Shore Parks  
Restroom Construction and Renovation  
Friday, August 12, 2016 at 2:00 p.m.  
Commission Chamber, Town Hall, 535 Park Avenue

The mandatory pre-bid meeting was conducted on Friday, August 12, 2016 at 2:00 p.m. Present were Public Works Director David Hunt, Project Manager Richard Pittman, Town Clerk Vivian Mendez and Administrative Assistant Shaquita Edwards.

Project Manager Pittman called the meeting to order at 2:03 p.m. and thanked everyone for attending. He explained that the scope of work consisted of a new 900 s.f. ADA compliant CBS restroom/storage building located at 601 Federal Highway and renovation to an existing 500 s.f. restroom building to be ADA compliant at 600 Lake Shore Drive, Lake Park Florida. Park benches and trash receptacles are included in Kelsey Park. Bid Alternates are included for roof replacement on existing buildings and construction of new tennis court lighting to replace existing. He explained that the project was funded by a Community Development Block Grant administered thru Palm Beach County Department of Economic Sustainability. Davis-Bacon & Related Acts, including wage rates, would apply to all construction work performed on this project. Small, women owned, minority, Section 3 companies, and/or disadvantaged businesses were encouraged to bid on this project.

CPZ Architect Christopher Zimmerman explained plans and specifications of the projected site work. He explained that the existing infrastructure would be demolished and that Kelsey Park would receive new restrooms that would be compliant with the Americans with Disabilities Act. He explained specifications for roofing, asphalt shingles, and various beautifications that the town hoped to achieve. He explained that the Lake Shore Park restroom project consisted of an interior renovation and re-roofing and that the project included lighting of the tennis court and its scope of work.

Project Manager Pittman explained the approximate sizes of the restrooms. He explained that the brand new restrooms at Kelsey Park would be approximately 900 square feet and that the restroom at Lake Shore Park is approximately 500 square feet. He explained that the Town of Lake Park planned to have demolition at Kelsey Park completed by October 24, 2016 in preparation of site construction. He explained that the concrete slab located at Kelsey Park had an elevation of 5.5 and that the new floor finishing's would be at an elevation of 8 and that it would need to be filled to include a transition handicap walkway. He stated, "When you go out there and see the building I want to make it perfectly clear that the building is to be removed by the Town before you get there".

Project Manager Pittman explained that there was a yellow note to the estimator in the project manual and that it should not be mistaken for an addendum. He explained that the

note to the estimator suggested to review wage determinations; he stated, "This is a federally funded project and the wage rates are in this manual. If you see a trade that is not listed, please email the Town Clerk, it could become part of an addendum. I will bring it to the attention of Palm Beach County who provided us with the wage determination pages". He explained that the soil report was included in the project manual. He stated, "The most important thing about the soil report is the shallowness of the water table". He explained that the concrete slab is at an elevation of 5.5 and that according to the soil report the water table was a few feet below. He explained that the sub-contractor for purposes of sanitary and sewer would most likely work in water. He explained that if it rained the drainage would be poor until the fill was brought up and that the access corridor could be a potential problem. He suggested that the plan holders look into the availability of S-Tile roofing materials specified by the Town. He explained that if plan holders received an equal substitute of the materials they should notify the Town. He explained the suggested evaluation of the coiling doors.

Public Works Director Hunt announced that he wanted to make the members of the audience aware of the irrigation system as it related to elevation. He explained that the members of the audience should be aware of site security and that projects were scheduled to be completed during park hours. Project Manager Pittman explained that he would address those concerns in detail in review of the schedule of bid items. He explained that bids would be opened and read aloud in the Town of Lake Park Commission Chambers at 2:00 p.m., on September 2, 2016.

Project Manager Pittman explained that the contract allowed for 150 calendar days of construction after the date of the notice to proceed. He explained that the bid documents reflected a desired start date of construction for the week of October 24, 2016. He explained that the desired start date was based on the contractor being notified of the award on September 22, 2016. He explained that if the bid opening date remained scheduled for September 2, 2016, the evaluation committee would have time to review the bid and provide a recommendation to the Town Commission on September 21, 2016 and that the contractor would be notified on September 22, 2016.

A member of the audience asked the date of the bid opening. Project Manager Pittman explained that bids would be opened and read aloud in the Town of Lake Park Commission Chambers at 2:00 p.m., on September 2, 2016.

A member of the audience asked if two notices to proceed would be issued. Project Manager Pittman explained that the goal was to have the entire project completed by April 1, 2017 and that the bid documents reflected a desired start date of construction for the week of October 24, 2016.

Project Manager Pittman explained that all Requests for Information should be submitted to the Town Clerk by Tuesday, August 23, 2016 at 5:00 p.m. CPZ Architect Zimmerman stated, "If there is a request for substitution for something, make sure to highlight the items in the substitution request". He suggested that that highlighted requests for substitutions would aid in the efficiency of the bid process.

A member of the audience asked if the requests for substitutions needed to be submitted during the request for information period. Project Manager Pittman answered, "Yes". A member of the audience asked if contractors could use an item if the Town has not formally approved it. Project Manager Pittman answered, "Any item that is approved will be reflected in the addendum".

Project Manager Pittman explained the "Required Submittal Items" on page 9 of the project manual (see exhibit "A"). He explained item 13 "Davis/Bacon Act" on page 13 of the project manual (see exhibit "B"). He explained that the contractor shall be required to keep an employee sign-in sheet which includes the employee's name, company, time arrived and departed from the project site daily. Sign-in sheets shall be submitted with each pay application. He explained that a representative from Palm Beach County would visit the work site periodically to interview employees about wages. The representative from Palm Beach County reviews and compares the sign-in sheet to the payroll report. He explained item 19 "Liquidated Damages" and item 20 "Contract Time" on page 15 of the project manual (see exhibit "C"). He explained that the project manual included pages with the letters PBC before the page number and that those pages were provided to the Town of Lake Park by Palm Beach County. He suggested that pages PBC 2-12 should be reviewed closely (see exhibit "D"). He explained "Work on nights, weekends, and holidays" on PBC 11 and stated, "The Town of Lake Park has an ordinance that discourages night time work and that Palm Beach County would appreciate no work on nights, weekends, and holidays because it interferes with their ability to interview employees". He explained that work on nights, weekends, and holidays could be accommodated with respect to the trade being performed and with sufficient notice to the Town of Lake Park and Palm Beach County.

A member of the audience asked if the discouragement of work on nights, weekends, and holidays were based on Palm Beach County's ability to audit. Project Manager Pittman explained that to his knowledge Palm Beach County personnel would like the ability to visit the site unannounced to interview employees. He explained that the contractor that is awarded the project would be asked to attend a meeting with Palm Beach County and that if there is a hardship or a need to work on nights, weekends, and holidays it should be addressed.

Project Manager Pittman explained that wage determinations pages PBC 29-33c must be posted on the work site (see exhibit "E"). He explained page PBC 44 Palm Beach County income limits (see exhibit "F"). He explained "Insurance Requirements" on pages 17-19 of the project manual. (see exhibit "G"). He explained pages 24- 25 Scope of Work and Technical Specifications (9 pages) and explained that the minimum substitutions were listed within Technical Specifications (see exhibit "H"). He explained the schedule of bid items pages 27-28 of the project manual and emphasized the importance of the documents (see exhibit "I"). He explained exhibits A through C of the project manual which included the pre-demolition & renovation report provided by Morse Associates, Inc., the soil report provided by Terracon Consultants, Inc., and the Schedule of Park Events for Kelsey & Lake Shore Parks from October 1, 2016 through February 12, 2017 (see exhibit "J").

Project Manager Pittman announced that he, Public Works Director Hunt, and CPZ Architect Zimmerman would visit the work sites immediately following the close of the Mandatory Pre-Bid Meeting. He explained the locations of Kelsey and Lake Shore Parks. He explained that project manuals, digitized plans were available for purchase in the Town Clerk's Office.

A member of the audience asked if the project manual and digitized plan sets were available on Demandstar. Project Manager Pittman explained that the Town of Lake Park advertises on Demandstar but that the plans and specifications must be purchased from the Town Clerk's Office.

Project Manager Pittman announced that bids would be opened and read aloud in the Town of Lake Park Commission Chambers at 2:00 p.m., on September 2, 2016. He explained that all Requests for Information should be submitted to the Town Clerk by Tuesday, August 23, 2016 at 5:00 p.m.

There being no further questions from the audience or staff, Project Manager Pittman thanked everyone for attending the meeting.

**ADJOURNMENT:**

The Mandatory Pre-Bid meeting adjourned at 2:59 p.m.

  
Town Clerk Vivian Mendez



Bidder agrees to **not** commence work without the following:

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Attendance of a pre-construction meeting with the Palm Beach County Dept. of Economic Sustainability to review procedures and payroll report requirements to meet DAVIS-BACON grant requirements
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will Serve as the NTP unless otherwise agreed.

### **REQUIRED SUBMITTAL ITEMS**

**By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:**

**ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:**

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- Subcontractor Form
- Drug-Free Workplace Form (signed)
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- \*Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Nonsegregated Facilities
- Workforce Projection
- Certification Regarding Debarment, Suspension etc. (executed by subcontractors)

**ONE (1) ORIGINAL OR COPY of the following documents:**

- **Bid Bond**, (see Instructions to Bidders, paragraph 2)

*\*Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding



12. ADDENDA -- CHANGES WHILE BIDDING

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least seven (7) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document. Town Clerk email address: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

**Requests for consideration of substitution of material, products or equipment specified in this bid package shall be submitted to the Town Clerk prior to 5:00 p.m. August 23, 2016. The acceptance or rejection will be in the form of written addenda to the specifications. See plan set for required submittals.**

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

13. DAVIS/BACON ACT

This project is funded in part by Community Development Block Grant funds. Wage rate requirements and other **DAVIS-BACON & RELATED ACTS** will apply. The Contractor awarded this project will be required to have payroll report submittals properly compliant prior to partial and final payments being made. SEE FEDERAL REQUIREMENTS & WAGE DETERMINATION SECTION FOR THE REQUIREMENTS. **The contractor awarded the contract shall attend a preconstruction meeting with Palm Beach County Department of Economic Sustainability staff to go over Davis-Bacon requirements.**

**The contractor shall be required to keep an employee sign-in sheet which includes the employee's name, company, time arrived and departed from the project site daily. Sign-in sheets shall be submitted with each pay application.**

.....  
**SUGGESTION FOR HUD SECTION 3 SUBRECIPIENT REQUIREMENTS:**

The local CareerSource Palm Beach County may be able to assist with recruiting from low income populations. Contractors can contact:

CareerSource Palm Beach County  
Welfare Transition Program-Client Services Director  
3400 Belvedere Road, West Palm Beach, Fl. 33406  
Tel. (561) 340-1060 X 2621



supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

19. **LIQUIDATED DAMAGES**

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, One Hundred Dollars (\$100.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre-construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$100.00/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing. Substantial completion shall be the date the certificate of occupancy (C of O) is issued.

20. **CONTRACT TIME**

The time for completion of the contract shall be One Hundred Fifty (150) calendar days. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence. **NOTE: Awarded Contractor should plan on commencing work during the week of October 24, 2016 or earlier, having been notified of the award on September 22, 2016**

21. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due **20 days after it is stamped as "received" by the Town**. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete. AIA document G-702 shall be used for the payment application format. **NO PAYMENT WILL BE MADE FOR STORED MATERIALS.**



**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.



**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**  
**FOR CONTRACTS SUBJECT TO EXECUTIVE**  
**ORDER 11246**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

S:\CapImprv\MUNICIPAL\LakePark\Lakeshore & KelseyPrksRenovations\FederalRequirements.WPD

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS**  
**(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.



4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with what ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- i. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.



12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

S:\CapImprv\MUNICIPAL\LakePark\Lakeshore & KelseyPrksRenovations\FederalRequirements.WPD

**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

\*\*\*\*\*

**SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

\*\*\*\*\*

**NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

\*\*\*\*\*

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

**SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

\*\*\*\*\*

**WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS**

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.



**BONDING REQUIREMENTS**  
**CONSTRUCTION CONTRACTS**

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts exceeding \$100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts valued at \$100,000 or less.

**1. BID SECURITY (BID GUARANTEE)**

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

**2. BONDS**

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

General Decision Number: FL160032 07/22/2016 FL32

Superseded General Decision Number: FL20150032

State: Florida

Construction Type: Building

County: Palm Beach County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	05/13/2016
4	07/22/2016

ELEC0728-004 03/01/2016

	Rates	Fringes
ELECTRICIAN, Excludes Installation of HVAC/Temperature Controls.....	\$ 30.00	10.85

ELEV0071-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.91	29.985

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after

PBC 29

General Decision Number: FL160032 07/22/2016 FL32

Superseded General Decision Number: FL20150032

State: Florida

Construction Type: Building

County: Palm Beach County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	05/13/2016
4	07/22/2016

ELEC0728-004 03/01/2016

	Rates	Fringes
ELECTRICIAN, Excludes Installation of HVAC/Temperature Controls.....	\$ 30.00	10.85

ELEV0071-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.91	29.985

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after

PBC 29



Thanksgiving; and Christmas Day.

-----  
 ENGI0487-011 07/01/2013

	Rates	Fringes
OPERATOR: Concrete Pump, Truck Mounted		
With Boom Attachments When Manned With One Operator.....	\$ 29.05	8.80
With Boom Attachments With Two Operators.....	\$ 25.80	8.80
OPERATOR: Crane		
All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static- Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes; Boom Truck.....		
	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.....		
	\$ 28.32	8.80
OPERATOR: Mechanic.....	\$ 28.32	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

-----  
 IRON0402-002 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 22.29	7.90

-----  
 LABO1652-001 06/01/2013

	Rates	Fringes
--	-------	---------

LABORER: Form Worker.....\$ 17.00 4.92

-----  
 PAIN0452-005 08/01/2014

Rates Fringes

PAINTER: Steel.....\$ 15.75 7.88

-----  
 \* SFFL0821-001 07/01/2016

Rates Fringes

SPRINKLER FITTER (Fire  
 Sprinklers).....\$ 27.38 15.37

-----  
 SHEE0032-003 12/01/2013

Rates Fringes

SHEETMETAL WORKER (HVAC Duct  
 Installation).....\$ 23.50 12.18

-----  
 SUFL2009-028 05/22/2009

Rates Fringes

BRICKLAYER.....\$ 18.93 0.00

CARPENTER, Includes  
 Acoustical Ceiling  
 Installation (Excludes  
 Drywall Hanging, and Form  
 Work).....\$ 15.89 1.05

CEMENT MASON/CONCRETE FINISHER...\$ 14.00 0.00

DRYWALL HANGER.....\$ 13.93 0.84

FENCE ERECTOR.....\$ 15.50 0.30

FLOOR LAYER: Carpet.....\$ 19.00 2.10

GLAZIER.....\$ 16.93 2.68

HVAC MECHANIC (HVAC Pipe  
 Installation).....\$ 17.75 2.62

HVAC MECHANIC (Installation  
 of HVAC Unit Only, Excludes  
 Installation of HVAC Pipe and  
 Duct).....\$ 18.61 2.70

HVAC MECHANIC:  
 ELECTRICAL/TEMPERATURE  
 CONTROLS INSTALLATION.....\$ 16.87 2.16

INSTALLER - OVERHEAD DOOR.....	\$ 14.40	0.00
LABORER: Asphalt Raker.....	\$ 10.40	0.00
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 9.84	0.84
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Landscape & Irrigation.....	\$ 9.91	0.41
LABORER: Mason Tender - Brick...	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 12.67	1.17
LABORER: Roof Tearoff.....	\$ 8.44	0.00
MECHANICAL INSULATOR, Including Duct and Pipe.....	\$ 13.98	2.07
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.45	0.00
OPERATOR: Bulldozer.....	\$ 16.21	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 13.73	0.00
OPERATOR: Loader.....	\$ 13.01	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.75	0.00
OPERATOR: Roller.....	\$ 10.94	0.00
OPERATOR: Screed.....	\$ 13.05	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush, Roller and Spray, Includes Drywall Finishing/Taping.....	\$ 12.04	1.27

PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 17.85	2.54
PLASTERER.....	\$ 18.14	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 17.58	3.26
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 13.59	0.00
ROOFER: Metal Roof.....	\$ 15.41	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.62	2.03
TILE SETTER.....	\$ 16.00	0.00
TRUCK DRIVER: 3 Axle Truck.....	\$ 10.50	0.80
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.78	0.00

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).  
-----

The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or

PBC 33A

"UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.



WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**SECTION 3  
PALM BEACH COUNTY INCOME LIMITS**

FOR  
WEST PALM BEACH - BOCA RATON  
METROPOLITAN STATISTICAL AREA  
Effective March 28, 2016

<b>NUMBER OF PERSONS IN HOUSEHOLD</b>	<b>INCOME LIMIT AT 80% OF MEDIAN INCOME</b>
1	\$37,650
2	\$43,000
3	\$48,400
4	\$53,750
5	\$58,050
6	\$62,350
7	\$66,650
8	\$70,950

**CONTRACT AGREEMENT INFORMATION**

**1. FORM**

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

**2. GENERAL CONDITIONS**

'STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT' prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

**3. SUPPLEMENTARY GENERAL CONDITIONS**

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

**PRELIMINARY MATTERS**

**BEFORE STARTING CONSTRUCTION:**

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

**INSURANCE REQUIREMENTS**

**CONTRACTOR'S INSURANCE:**

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

**A. Worker's Compensation:**

1. State	Statutory
2. Employer's Liability	\$1,000,000
a) Disease-policy	\$1,000,000
b) Disease-each employee	\$1,000,000

B. Commercial General Liability:  
(Including Premises -- Operations; XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence	\$1,000,000.
Annual Aggregate per job/contract	\$2,000,000.

C. Business Automobile Liability: (Any-auto, including hired and non-owned auto):

1. Each Occurrence \$1,000,000.

2. Combined single limit for bodily Injury and property damage \$1,000,000

The Town shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the Town and/or CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the proposer or vendor's bid documents. There shall be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the Town's verification and approval as part of the Owner's evaluation of the bid or proposal. The Owner may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies). If the contractor or vendor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement of covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the Town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

### **CONTRACTOR'S RESPONSIBILITIES**

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the construction and coordination of the parts and all systems shall be complete, compatible and fully functional without additional costs.

### **PAYMENTS TO CONTRACTOR AND COMPLETION**

The Town will be retaining CPZ Architects, Inc. and their sub-consultant engineers through the Architect to perform inspections and approve applications for payments on this project. The Town will communicate at the pre-construction meeting the specifics regarding to whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Architect, his sub-consultants, and the Town and that the Contractor has passed a final inspection in accordance with the permit via the Town's Building Official and all paperwork required by Palm Beach County is complete. General Contractor to submit Certificate of Substantial Completion form G-704.

### **PERFORMANCE AND PAYMENT BONDS**

All bonds must be submitted by the Bidder awarded the contract. The contractor will be required to furnish a payment bond and a performance bond (individual bond certificates), each executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. A Performance Bond and a Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

### **HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or



**SCOPE OF WORK  
KELSEY AND LAKE SHORE PARKS  
RESTROOM CONSTRUCTION & RENOVATION  
TOWN OF LAKE PARK**

**(PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS PER PLANS & SPECIFICATIONS**

- Prebid sight visit and attendance of mandatory prebid meeting.
  - Davis/ Bacon Requirements (wage rates, payroll submittals, on-sight signage, encourage section 3 participation, meeting with P.B. County Department of Economic Sustainability, final submittals, etc.).
  - Obtain insurance and bond as specified in the bid documents and submit to Town prior to signing contract.
  - Obtain Town of Lake Park permit (fee will be waived).
  - All contractors working on the site must be registered to work in the Town.
  - Coordination with Tennis Center events and other scheduled events and activities at Kelsey & Lake Shore Parks.
  - Prepare project schedule
  - Prepare vehicle access corridor to new restroom building construction site in Kelsey Park
  - Identify irrigation system conflicts with new building & walkways and cap or remove.
  - Identify irrigation system to be reconstructed.
  - Secure work site with temporary fencing.
  - Provide and place temporary restroom facilities when existing restroom is placed out of service.
  - Locate and protect utilities.
  - Provide and place erosion control. Temporary remove, cap, reinstated nuisance sprinkler heads.
  - Remove and dispose of identified existing park benches and concrete slabs.
  - Provide and install new park benches and trash receptacles including concrete slab related work.
  - Coordination with Seacoast Utility Authority.
  - Cap and/or remove encountered abandoned utility pipes.
  - Construct new ADA compliant CBS restroom/storage building in Kelsey Park including soil fill to grade and slope, geotechnical testing and report, retention area grading, concrete walkways, handrail, irrigation system adjustments, water line and electric service and sanitary sewer connection and Floratam sod.
  - Restore access corridor
  - Renovate existing Lake Shore Park restroom incl. dormer removal and re-roofing
  - Re-roof per selected alternates.
  - Tennis Court Lighting per selected Alternate.
  - **Warranty:** One year materials, one year workmanship (labor), unless otherwise specified.
  - Alternates as selected by owner:
  - Submittals:
    - Shop drawings for all products and materials.
    - Geotec test results and report per specifications
    - Material Safety Data Sheet (MSDS) on all materials prior to delivering to site.
- NOTE: 1. There is no requirement to have a construction trailer on-site.  
2. Work at both park restrooms can be performed at the same time.

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

**SCOPE OF WORK  
KELSEY AND LAKE SHORE PARKS  
RESTROOM CONSTRUCTION & RENOVATION  
TOWN OF LAKE PARK**

**(PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS PER PLANS & SPECIFICATIONS**

- Prebid sight visit and attendance of mandatory prebid meeting.
  - Davis/ Bacon Requirements (wage rates, payroll submittals, on-sight signage, encourage section 3 participation, meeting with P.B. County Department of Economic Sustainability, final submittals,etc.).
  - Obtain insurance and bond as specified in the bid documents and submit to Town prior to signing contract.
  - Obtain Town of Lake Park permit (fee will be waived).
  - All contractors working on the site must be registered to work in the Town.
  - Coordination with Tennis Center events and other scheduled events and activities at Kelsey & Lake Shore Parks.
  - Prepare project schedule
  - Prepare vehicle access corridor to new restroom building construction site in Kelsey Park
  - Identify irrigation system conflicts with new building & walkways and cap or remove.
  - Identify irrigation system to be reconstructed.
  - Secure work site with temporary fencing.
  - Provide and place temporary restroom facilities when existing restroom is placed out of service.
  - Locate and protect utilities.
  - Provide and place erosion control. Temporary remove, cap, reinstated nuisance sprinkler heads.
  - Remove and dispose of identified existing park benches and concrete slabs.
  - Provide and install new park benches and trash receptacles including concrete slab related work.
  - Coordination with Seacoast Utility Authority.
  - Cap and/or remove encountered abandoned utility pipes.
  - Construct new ADA compliant CBS restroom/storage building in Kelsey Park including soil fill to grade and slope, geotechnical testing and report, retention area grading, concrete walkways, handrail, irrigation system adjustments, water line and electric service and sanitary sewer connection and Floratam sod.
  - Restore access corridor
  - Renovate existing Lake Shore Park restroom incl. dormer removal and re-roofing
  - Re-roof per selected alternates.
  - Tennis Court Lighting per selected Alternate.
  - **Warranty:** One year materials, one year workmanship (labor), unless otherwise specified.
  - Alternates as selected by owner:
  - Submittals:
    - Shop drawings for all products and materials.
    - Geotec test results and report per specifications
    - Material Safety Data Sheet (MSDS) on all materials prior to delivering to site.
- NOTE: 1. There is no requirement to have a construction trailer on-site.  
2. Work at both park restrooms can be performed at the same time.

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12
--

## TECHNICAL SPECIFICATIONS

Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are required to attend the mandatory Pre-bid Meeting. Bidders are encouraged to visit the project site so that local conditions are known and considered.

### References:

Plan set titled "Kelsey Park Restroom Facility" consisting of 34 sheets prepared by CPZ Architects, Incorporated dated July 31, 2016.

Plan set titled "Lake Shore Park Restroom Facility" consisting of 21 sheets prepared by CPZ Architects, Incorporated dated July 31, 2016.

Bound contract document which include "TECHNICAL SPECIFICATIONS-MINIMAL REQUIREMENTS for MATERIALS, PRODUCTS & EQUIPMENT" pages Technical Specification 1 through 9.

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12
--

**TECHNICAL SPECIFICATIONS  
MINIMUM REQUIREMENTS  
FOR  
MATERIALS, PRODUCTS, EQUIPMENT**

ITEM: Sport Lighting, Reference Lake Shore Park sheet SL-1 & SL-2

**Lighting Requirement—Lake Shore Park—Town of Lake Park**

**LED Minimim 6 Pole Layout**

**Wind Design: Palm Beach County Risk Category 1**

Ultimate Design Wind Speed of 150 MPH (3 second gust)

**10 Year Warranty on Materials and Labor**

**Exceed Class II Light Level as specified by the International Tennis Federation Sections 5.1, 5.2.2 & 5.2.3.**

**System Description**

- Galvanized steel poles and cross arm assembly powder coat painted.
- Pre-stressed concrete base.
- LED Lamp Technology Sports Lighting Fixtures, Min. 10,000-hour life at which required lighting levels are maintained with instant on/off capabilities.
- Light fixtures to include thermal management and include 10-year full coverage warranty including parts and labor.
- Minimum of 5,700 K Color Temperature and 75+ CRI
- Electronic Driver with efficiency of 95% or greater having max. inrush of 7 amps at 25 degrees C.
- Secondary Wiring supplied by manufacturer in jacketed cord or conduit to connect fixture to driver.
- Individual control for each bank of court lighting with manual start, digital timer capable of one hour increment, with defined cut-off time. Manual start on individual pedestal at pole T3.

ITEM: Backflow Prevention Device, Reference Kelsey Park sheets C5.00 & C6.00

- As approved by Seacoast Utility Authority

ITEM: Handrail, Reference Kelsey Park sheet C 4.00 & C6.00

- ADA compliant, Sch. 40 aluminum, welded seems, powder coated, welded bottom plate for bolt-down installation.

ITEM: Bench Reference Kelsey Park sheet SP-3

- Integral Welded cross-members of 1-5/16" tubular steel
- Vertical steel slats ¼" X 1-1/2" solid steel
- Tubular steel rung 1-5/16"
- Hot dipped galvanized prior to powder coating per Manufacturers requirements. Black.
- All metal components prepared per Manufacturers requirements and electro-static coated with polyester power coat
- Ductile Iron end frame
- Integral holes for attachment to concrete slab

ITEM: Litter Receptacle Reference Kelsey Park sheet SP-3

- Solid steel vertical bar
- Square tubular rim & rings
- 36 gallon capacity plastic removable liner
- Convex with self-closing lid door
- Lid secured to frame w/vinyl coated cable
- Hot dipped galvanized prior to powder coating per Manufacturers requirements. Black.
- All metal components prepared per Manufacturers requirements and electro-static coated with polyester power coat
- Integral holes for attachment to concrete slab

ITEM: Upward Coiling Door Reference Kelsey Park sheet A-1, Lake Shore Sheets A-1, A-5

- Steel, 18 gauge, galvanized with powder coat, solid face when closed, chain hoist operation, locally manufacturers authorized service
- Miami-Dade County, Fl. approved (NOA) product

ITEM: Spanish "S" Concrete Tile Reference Kelsey Park sheet A-2, Lake Shore Sheets A-2

- Miami-Dade County, Fl. approved (NOA) product
- Integral color to match existing buildings
- Lifetime warranty on concrete product
- Thirty (30) year warranty on 20 year non-prorated roofing system.

ITEM: Tile Seal for Spanish "S" Concrete Tile Reference Kelsey Park sheet A-2, Lake Shore sheet A-2

- Miami-Dade County, Fl. approved (NOA) product
- Underlayment warranted for 30 years
- Integral component of thirty (30) year warranted and bondable roofing system

ITEM: Dimensional Asphalt Shingle (Alternate) Reference Kelsey Park sheet A-2, Lake Shore sheets SP-1, A-2

- 130 MPH warranted high definition (thick), ultra-dimensional color blend laminated shingle
- Ceramic fired color UV blocking granules, algae resistant
- 40 year, 20 year non-prorated roofing system
- Miami-Dade County Approved

ITEM: Primer Paint for Concrete, Stucco, Cement Plaster Reference Kelsey Park sheet A-3

- 100% Acrylic Professional Grade high performance paint system component
- Volume Solids 41%, Weight Solids 55%, Weight/gal. 10.92 lb., WVP Perms 22.3 (US)
- Wet Coverage 5.3-8.0 mils, Dry Coverage 2.1-3.2 mils
- Passes ASTM D522 Method B Flexibility
- Passes ASTM D1308 Alkali Resistance
- Passes ASTM D3273/D3274 Mildew Resistance
- Compliant with the following 2014 standards: OTC, SCAQMD, CARB, CARB SCM2007, MPI. NGBS, LEED 09CI, 09NC, 09CS, H.



ITEM: First & Second Paint Coat for Concrete, Stucco, Cement Plaster Reference Kelsey Park sheet A-3, Lake Shore sheet A-4

- 100% Acrylic Professional Grade high performance paint system component
- Compatible with primer
- Volume Solids 38%, Weight Solids 49%, Weight/gal. 10.19 lb., WVP Perms 22.8 (US)
- Wet Coverage 4 mils, Dry Coverage 1.5 mils per coat

ITEM: Block Filler for CMU Block Reference Kelsey Park sheet A-3

- 100% Acrylic formulated for use on poured & precast concrete and concrete block
- Volume Solids 53%, Weight Solids 73%, VOC < 0.42 lb/gal.
- Wet Coverage 18-34 mils, Finish Dry Coverage 10-18 mils, Effective Application 50-88 s.f./gal.

ITEM: First & Second Paint Coat for CMU Block Reference Kelsey Park sheet A-3

- 100% Acrylic Professional Grade high performance paint system component
- Compatible with primer
- Volume Solids 38%, Weight Solids 49%, Weight/gal. 10.19 lb., WVP Perms 22.8 (US)
- Wet Coverage 4 mils, Dry Coverage 1.5 mils per coat

ITEM: Prime Coat for Metal Doors & Frames Reference Kelsey Park sheet A-3, Lake Shore sheet A-5

- 100% Acrylic Professional Industrial grade cross-linking acrylic primer, rust inhibiting paint system component
- Prime coat for water-based or solvent-based high performance topcoats
- Volume Solids 36%, Weight Solids 49%, Weight 10.23 lb./gal.
- Compliant with the following 2015 standards: OTC, SCAQMD, CARB, CARB SCM2007, MPI 107,134, NGBS, LEED 09CI, 09NC, 09CS, 09C.
- Wet Coverage 5.0-10.0 mils, to achieve Dry Coverage 1.8-3.6 mils

ITEM: First & Second Coats for Metal Doors & Frames Reference Kelsey Park sheet A-3, Lake Shore sheet A-4

- Full Gloss High Performance Acrylic paint system component
- Chemical & Corrosion Resistant
- Volume Solids 38.5%, Weight Solids 51%, VOC <1.66 lb./gal.
- Wet Coverage 6.0-10.0 mils, to achieve Minimum Dry Coverage 2.5 mils per coat

ITEM: Stucco Mix Admixture Reference Kelsey Park sheet A-3

- Special liquid formulation specifically for cement mixes to improve resistance to wear and weathering
- Density 1.035 kg/l, Solids 28%, Dilution with water 1:3 by volume

ITEM: Glass Block Reference Kelsey Park sheet A-3

- Miami-Dade County, Fl. approved (NOA) product (large missile impact)
- 8" X 8" X 4" Wavy Undulation for Max. Light Transmission and Subtle Visual Distortion, Nondirectional faces, Five (5) Year Warranty

ITEM: Epoxy Floor Finish System Reference Kelsey Park sheet A-5, Lake Shore Sheet A-4

- Decorative Colored Quartz Seamless Floor system with Integral Coved Base

- 1/8" thick multi coat epoxy system consisting of quartz granules imbedded in clear epoxy matrix with top coat
- Chemical Resistant meeting ASTM C868, ASTM C267, ASTM D1308
- Microbial Resistant ASTM G21 Rating 1
- Compressive Strength ASTM C579: 11,000 psi
- Skid Resistant, LEED qualified, Green Seal Standard Compliant
- Installation performed by Professional Factory-Trained contractor

ITEM: Epoxy Floor System Top Coat Reference Kelsey Park sheet A-5, Lake Shore Sheet A-4

- Integral Two Component of Epoxy Floor Finish System
- Coefficient of Friction ASTM D2047: Dry 0.67
- ASTM D523 Gloss > 88
- Abrasion, Chemical, UV resistant
- Microbial Resistant ASTM G21 Rating 1

ITEM: Concrete Floor Sealer Reference Kelsey Park sheet A-5, Lake Shore Sheet A-4

- GSA Specification A-A-5542 approved
- Water-base Acrylic Sealer, Stain & Mar Resistant
- ADA skid resistant
- Microbial Resistant ASTM G21 Rating 1
- Water Absorption < 1%
- Two coat each at 250-300 s.f./gallon

ITEM: Toilet Partition System Reference Kelsey Park sheet A-5, Lake Shore Sheet A-4

- Twenty-Five (25) Year Warranty
- ICC, NFPA Class B ASTM E 84 classification for flame spread and smoke development
- Ultra-hard graffiti resistant surfaces
- Hose-down maintenance
- Solid Color Reinforced Composite Overhead Braced
- Doors & stiles 3/4" thick, Panels 1/2" thick
- Through-bolted hardware, pin head Torx head
- Type 304 satin finish stainless steel hardware & mounting brackets
- Full height heavy duty type 304 satin finish stainless steel hardware for through-bolted panel-to-stile U-channel & angle brackets
- Type 304 satin finish stainless steel spring-loaded, self-closing hinge full height of panels and doors
- Type 304 satin finish stainless steel vandal-resistant door stop
- Type 304 satin finish stainless steel reinforced latch with through-bolted keeper

ITEM: Urinal Partition Reference Kelsey Park sheet A-5, Lake Shore Sheet A-4

- Same manufacture as Toilet Partition System
- ICC, NFPA Class B ASTM E 84 classification for flame spread and smoke development
- Ultra-hard graffiti resistant surfaces
- Hose-down maintenance
- Solid Color Reinforced Composite Overhead Braced
- Wall hung

ITEM: Grab Bars Reference Kelsey Park sheet A-5, Lake Shore Sheet A-4

- 18-8S. Type 304 18 gauge satin finish stainless steel, 1-1/2" OD, ADA compliant
- Concealed mounting flanges w/snap flange covers
- Minimum 250 lb. point load complying with accessible design for structural strength

ITEM: Toilet Paper Dispenser Reference Kelsey Park sheet A-5, Lake Shore sheet A-4

- To be provided by Town for Contractor to install

ITEM: Sanitary Napkin Disposal Reference Kelsey Park sheet A-5, Lake Shore sheet A-4

- Surface mounted 18-8 type 304 stainless steel cabinet
- Door: 18-8 type 304 22 gauge stainless steel secured to cabinet with stainless steel piano hinge tumbler locked keyed
- Disposal panels: 18-8 type 304 22 gauge stainless steel self-closing
- Removable liner
- International graphic symbol
- All exposed surfaces to be satin finish

ITEM: Soap Dispenser Reference Kelsey Park sheet A-5, Lake Shore sheet A-4

- To be provided by Town for Contractor to install

ITEM: Stainless Steel Mirror Kelsey Park sheet A-5, Lake Shore sheet A-4

- 17-1/2" X 23-1/2" 18-8 type 304 20 gauge polished stainless steel No. 8 mirror finish
- Frameless 1/4" return w/ tempered Masonite backing

ITEM: Concealed Push Button Flush Valve Reference Kelsey Park sheet P-1, Lake Shore sheet P-1

- ADA compliant high efficiency 1.28 gal./flush
- Non-hold open push button, three seal packing
- 1-1/2" spud coupling
- High copper, low zinc brass casting, chrome plated exposed parts
- Compatible with toilet
- 3 year warranty

ITEM: Flush Valve Reference Lake Shore sheet P-1

- ADA compliant battery powered infrared sensor activated high efficiency 1.28 gal./flush
- 1-1/2" spud coupling
- High copper, low zinc brass casting, chrome plated exposed parts
- Compatible with toilet
- 3 year warranty

ITEM: Hardwired Lavatory Faucet Reference Kelsey Park sheet P-1, Lake Shore sheet P-1

- Sensor metering hand washing faucet, line powered battery backup, 0.5gpm
- Programmable volume and time
- Die cast body-brushed satin chrome plated
- Above deck serviceable components
- Bi-stable magnetic solenoid, all electronics sealed
- 3 year warranty

ITEM: Hand Dryer Reference Kelsey Park sheet A-5, Lake Shore sheet A-4

- Infrared sensor activated surface mounted motor blower combination
- 16,000 linear ft./minute air velocity at 135 degree F
- 80 decibel or less operation
- Nichrome heating element
- Tamper proof one piece heavy duty rib reinforced die cast zinc alloy housing, plate chrome finish
- 120 volt operation
- 5 year warranty

ITEM: Stainless Steel Toilets Reference Kelsey Park sheet P-1, Lake Shore sheet P-1

- ADA compliant, on-floor with floor waste, front mount, commercial grade 16 gauge satin finish stainless steel, no daylight between fixture and wall and between fixture and floor
- High efficiency (1.28 gpm) toilet flush, elongated bowl, hinged seat (open front no cover)
- Wall concealed flush valve thru-wall connection flushometer

ITEM: Stainless Steel Toilets Reference Lake Shore sheet P-1

- ADA compliant, on-floor with floor waste, front mount, commercial grade 16 gauge satin finish stainless steel, no daylight between fixture and wall and between fixture and floor)
- High efficiency (1.28 gpm) toilet flush, elongated bowl, hinged seat (open front no cover)
- Top exposed supply flushometer

ITEM: Stainless Steel Urinal Reference Kelsey Park sheet A-5, Lake Shore sheet A-4

- ADA compliant wall hung high efficiency (0.5 gal./flush)
- Commercial grade type 304 16 gauge stainless steel contoured bowl, type 304 18 gauge satin finish stainless steel all other exposed surfaces
- Concealed supply, off-floor wall outlet waste
- Compatible with concealed no-touch flushometer

ITEM: Stainless Steel Lavatory Reference Kelsey Park sheet A-5, Lake Shore sheet A-4

- ADA compliant wall hung type 304 16 gage satin finish stainless steel
- Wall mounting to include concealed arm carrier
- Approx. bowl size: 14" X 12" x 5" deep
- Off-floor waste
- Chrome plated cast bronze strainer
- Compatible with no-touch faucet
- No indentation for soap dish

ITEM: Restroom Signage Reference Kelsey Park sheet A-6, Lake Shore sheet A-5

- Aluminum, ADA compliant, raised letters, braille & symbols, radius corners, two color

ITEM: Electric Water Cooler Reference Kelsey Park sheet P-1

- ADA compliant dual height wall mount with remote water chiller on mounting frame
- 14 gauge type 304 stainless steel on integral mounting plate, satin finish
- Front accessible cartridge and flow adjustment
- One piece bowls, rounded corners, vandal resistant

ITEM: Chilled Water Drinking Fountain Reference Lake Shore Park sheet P-1

- One-piece welded construction 304 schedule 10 stainless steel
- ADA compliant dual height free standing, 8 gph chilled water
- Stainless steel anti-squirt vandal resistant bubbler head
- 18 gauge electro-polished stainless steel receptor bowl w/stainless steel strainer
- Stainless steel mushroom style push bar, non-cartridge O-ring control valve
- Above grade access, powder coated white

ITEM: Doors/Frames Reference Kelsey Park sheet A-7, Lake Shore sheet A-5

- Type FF Galvanized Steel meeting NFPA 101, Section 7.2.1

ITEM: Door Hinges Reference Kelsey Park sheet A-7, Lake Shore sheet A-5

- Stainless steel, ball bearing, five knuckle, standard weight, stain finish

ITEM: Door Closure Reference Kelsey Park sheet A-7, Lake Shore sheet A-5

- ADA compliant accessibility cylinder, institutional grade, 30 year warranty
- Hold open steel arm, all-weather fluid, powder coated metal cover

ITEM: Door Latch Set Reference Kelsey Park sheet A-7, Lake Shore sheet A-5

- ADA compliant, ANSI Grade 1, Exceed ANSI A156.2 lock lever torque requirement
- Stainless steel face plate, zinc plated chassis and latch bolt
- 6 pin, Small Format Interchangeable Core (SFIC), 10 year warranty

ITEM: Exhaust Fan Kelsey Park sheet M-0

- Direct drive, in-line exhaust, Approvals: NFPA, UL
- Permanent lubricated sealed ball bearing, variable RPM electronically commutated motor
- 18 gauge galvanized steel housing
- Aluminum centrifugal wheel
- 1,300 CFM @ 0.5 static pressure (1/2 HP/1426 RPM)

ITEM: Exhaust Fan Lake Shore Park sheet M-0

- Direct drive, in-line exhaust, Approvals: NFPA, UL
- Permanent lubricated sealed ball bearing, variable RPM electronically commutated motor
- 18 gauge galvanized steel housing
- Aluminum centrifugal wheel
- 1,000 CFM @ 0.5 static pressure (1/4 HP)

ITEM: Ceiling Grille Reference Kelsey Park sheet M-0, Lake Shore sheet M-0

- Aluminum border, 1/2" X 1/2" X 1/2" aluminum high free area egg crate core
- Meet NFPA, ANSI/ASHRAE standards
- Compatible with ceiling and light fixtures

ITEM: Wall Pack LED Emergency Light Reference Kelsey Park sheet E-2

- 30 Watt 5000K 2240 Lumen LED, surface mount, 5 year warranty
- Tempered glass lens, die cast aluminum housing, one-piece silicone gasket
- bronze powder coat



ITEM: Flood Light Reference Lake Shore Park sheet E-1

- 30 Watt LED, 2900 Lumen, 3000K, die cast aluminum powder coated (bronze) housing
- Adjustable knuckle, UL wet location approved, seven year warranty.

ITEM: Wall Pack Emergency Light Reference Lake Shore Park sheet E-1

- LED, 12Watt, 2 direction, 3.6 V sealed nickel cadmium battery back-up, brown out circuit, overload/short circuit protection
- Surface mount, high impact injection molded thermoplastic housing
- UL, NFPA 101, damp location approved, 5 year warranty

ITEM: 4' LED Vapor Proof/Vandal Resistant Ceiling Light Reference Kelsey Park sheet E-2, Lake Shore sheet E-1

- 75 Watt 3500K LED, 120 volt, Architectural marine grade aluminum housing, powder coated white, ribbed white polycarbonate lens, LED night light feature, emergency battery, surface mounted, EPDM gasketed for wet application

ITEM: 2' LED Vapor Proof/Vandal Resistant Ceiling Light Reference Kelsey Park sheet E-2

- 37.5 Watt 3500K LED, 120 volt, Architectural marine grade aluminum housing, powder coated white, ribbed white polycarbonate lens, LED night light feature, emergency battery, surface mounted, EPDM gasketed for wet application, tamper proof screw fasteners

ITEM: 4' LED Vapor Proof Ceiling Light Reference Kelsey Park sheet E-2

- 81 Watt 3500K LED, 8000 Lumens, 120 volt, Institutional self-extinguishing reinforced polyester plastic housing
- High impact internal prismatic lens, seamless gasket, UL wet locations, 5 year warranty

ITEM: Occupancy Sensor w/Switch Pack Reference Kelsey Park sheet E-2, Lake Shore Sh. E-1

- Ultrasonic motions sensing light control, 120 volt, ceiling mount, daylight sensor, ultrasonic sensor adjust, time delay-10 minute default, LED indicator
- 120 volt, 20 amp switch pack\

ITEM: Mop Sink Reference Kelsey Park sheet P-1

- 24" x 24" x 12" square, one-piece cast terrazzo with 20 gauge stainless steel cap
- Brass drain body cast into sink

ITEM: Mop Sink Faucet Reference Kelsey Park sheet P-1

- Wall mount solid cast brass housing, vandal proof lever metal handles, ADA compliant
- Two valve, ceramic disc cartridge
- 6" spout with bucket hook and stop, support bracket
- ½" NPT supply connection, vacuum breaker

ITEM: Mop Sink Faucet Reference Lake Shore sheet E-1

- Wall mount solid cast brass housing, 7" spout with bucket hook
- Two valve, ceramic disc, ½" NPT supply connection, vacuum breaker

ITEM: Floor Drain Reference Kelsey Park sheet P-1

- Cast iron epoxy coated, trap primer, sediment bucket
- ADA compliant flush drain strainer, vandal resistant

ITEM: Clean Out Reference Kelsey Park sheet P-1

- Epoxy coated cast iron, heavy duty 5" round gasketed nickel bronze top
- Removable gas tight gasketed brass cleanout plug, vandal proof

ITEM: Trap Primer Reference Kelsey Park sheet P-1

- Brass body, all lead free parts, built-in vacuum breaker, multi branch, ASSE approved, local code compliant

ITEM: Trap Primer Reference Kelsey Park sheet P-1

- Satin chrome plated cast bronze P-trap w/ground joint connection, ½" primer tube
- Threaded wall tube w/ escutcheon

ITEM: Tankless Water Heater Reference Kelsey Park sheet, Lake Shore Sh. P-1, E-1

- Only on Demand commercial electric tankless hot water heater, 40+/- AMP. Temp range 100-140 degree F
- Temp. rise 38 degrees F @ 1.5 GPM

ITEM: Water Hammer Arrestor Reference Kelsey Park sheet P-1, Lake Shore P-1

- Commercial lead free copper housing with polypropylene piston
- EPDM O-ring seal, brass NPT connection, 150 psi working pressure

ITEM: Pressure Tank Reference Kelsey Park sheet P-1, Lake Shore Sheet P-1

- Steel tank, 10.3 gallon volume, heavy duty diaphragm, polypropylene liner
- Welded air valve, precharged

ITEM: Simpson Connector Reference Kelsey Park sheet S2.2

- See Plan Sheet S2.2, NOTES FOR TRUSS TIEDOWN SCHEDULE:

All anchors specified are Simpson Strong-tie (unless otherwise noted). "No substitutions" shall be made without prior written approval from the engineer of record. Any substitution requests shall be accompanied by manufacturer's specifications and cut sheets. For additional information and installation requirements see manufacturer's specifications.

(SCHEDULE OF BID ITEMS CONT.)

12A.	Park Benches, 6' (remove & dispose of existing, provide & install new)	EA.	15@\$	/EA.	\$	_____
12B.	Remove & dispose of concrete slabs for benches, construct new slabs	EA.	3@\$	/EA.	\$	_____
13.	Trash Receptacles	EA.	6@\$	/EA.	\$	_____
14A.	<b>Renovations to Lake Shore Park Restroom</b>	L.S.	1		\$	_____
14B.	Reroof Lake Shore Park Restroom ("S" tile) incl. dormer removal, reframe & sheath	L.S.	1		\$	_____
14C.*	Replace rotted roof sheathing	S.F.	96@\$	/S.F.	\$	_____
14D.*	Replace damaged fascia	L.F.	20@\$	/L.F.	\$	_____
14E.*	Replace damaged soffit incl. vents	L.F.	20@\$	/L.F.	\$	_____
15.	(5) Portable toilets for public use (2 men, 2 women, 1 ADA Handicap)	Month	5@\$	/Mo.	\$	_____

**BASE BID: TOTAL ITEMS 1 THRU 15** \$ \_\_\_\_\_

Written Amount \$ \_\_\_\_\_

**ALTERNATE I: Install Dimensional Asphalt Shingle Roof in lieu of "S" tile roof**

- a. Kelsey Park Deduct \$ \_\_\_\_\_
- b. Lake Shore Restrooms Deduct \$ \_\_\_\_\_

**ALTERNATE II: Re-roof of Community Meeting Building**

- a. With "S" tile as specified for restroom building Add \$ \_\_\_\_\_
- b. With Dimensional Asphalt Shingle as specified Add \$ \_\_\_\_\_
- c. Remove dormers, reframe and sheath Add \$ \_\_\_\_\_
- d. \*Total bid items 14C, 14D, 14E Add \$ \_\_\_\_\_

**ALTERNATE III: Re-roof of Tennis Center Office Building\***

- a. With "S" tile as specified Add \$ \_\_\_\_\_
- b. With Dimensional Asphalt Shingle as specified Add \$ \_\_\_\_\_
- c. Remove dormers, reframe and sheath Add \$ \_\_\_\_\_
- d. \*Total bid items 14C, 14D, 14E Add \$ \_\_\_\_\_

**ALTERNATE IV: Tennis Court Lighting**

- a. Install all (empty) conduits from panel location to future pole locations Add \$ \_\_\_\_\_
- b. Demolish existing lighting system and install the new poles, lighting, controls, conduits and wiring for a complete system Add \$ \_\_\_\_\_

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature of Firm? Representative

Name of Firm: \_\_\_\_\_

\*Unit price of bid items 14C, 14D, 14E will be used if Roof Alternate is selected  
 FAILURE TO ADDRESS ALL BID ITEMS MAY RESULT IN REJECTION OF BID  
AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID  
 Note: Bid Bond amount is to be based on 5% of base bid.

**CLARIFICATIONS / EXCEPTIONS / SUBSTITUTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

Please list any potential requests for material, products or equipment substitutions not pre-approved by Addenda to this bid document.

Exhibit "J"

**EXHIBIT "A"**  
**REPORT**  
**PRE-DEMOLITION & PRE-RENOVATION**  
**INSPECTION FOR ASBESTOS-CONTAINING MATERIALS**

**Kelsey Park &  
Lake Shore Park  
601 Federal Hwy. &  
600 Lake Shore Dr.  
Lake Park, FL**

RISK MGMT.  
Received  
MAY 26 2015  
DEPT.

PCN# 36-43-42-20-01-118-0010  
PCN# 36-43-42-21-00-003-0020  
Project #15825



Results of a Pre-Demolition & Pre-Renovation  
Inspection for  
Asbestos-Containing Materials

Prepared for:

**PBC Board of County Commissioners**  
**Risk Management Employee Safety/Loss Control**  
100 Australian Ave. Suite 200  
West Palm Beach, FL 33406

By  
Matt Divine, CIH, CIAQM  
Morse Associates, Inc.  
5921 Hollywood Blvd.  
Hollywood, FL 33021  
Phone: (561) 371-8099  
Fax: (518) 283-9855

May 15, 2015

**TABLE OF CONTENTS**

1. Introduction..... 1

2. Scope of Work ..... 1

3. Site Visit ..... 1

4. Building Material Summary ..... 1

5. Site Summary..... 3

6. Recommendations ..... 5

7. Regulatory Information ..... 6

8. Document Content ..... 6

9. Document Use ..... 7

**Appendix A - Certifications and Signatures**

**Appendix B - Bulk Sample Analysis Results**

**Appendix C - Notice of Asbestos Renovation or Demolition Form**

**Appendix D - Representative Photographs**



## 1. INTRODUCTION

This report presents the results of a pre-demolition and pre-renovation inspection for asbestos-containing materials (ACM) by Morse Associates, Inc. (MAI) at three separate buildings: two buildings (Storage building north of fountain and the restroom building south of fountain) at Kelsey Park, 601 Federal Highway, Lake Park, FL, and one building (#600B-restroom) at Lake Shore Park, located at 600 Lake Shore Drive, Lake Park FL. The County plans to demolish the two small buildings within Kelsey Park and to renovate one building, a restroom (600B), within Lake Shore Park.

## 2. SCOPE OF WORK

The scope of work involved at the Site is described below:

- An onsite inspection was performed by EPA accredited asbestos inspector(s) working under the authority of a licensed Florida Asbestos Consultant (Appendix A). This inspection is being done to assist the client in complying with The National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation.
- Sampling of identified suspect materials for asbestos content and other major components. All samples were analyzed by laboratory accredited by the National Voluntary Laboratory Accreditation Program (Appendix B).
- Preparation of an asbestos report documenting location, friability, quantity and asbestos content of suspect ACM with recommendations for proper removal and disposal.
- A copy of a Notice of Asbestos Renovation or Demolition is included for the owner's use (Appendix C).
- Representative photographs of building materials (Appendix D).

## 3. SITE VISIT

The pre-demolition inspection for asbestos-containing materials at the site was performed on May 8, 2015 by Matt Divine accredited asbestos inspector for MAI.

## 4. BUILDING MATERIAL SUMMARY

There were 3 separate buildings that were surveyed in this project. The north and south buildings in Kelsey Park, and the restroom building (600B) in Lake Shore Park. A description of the building materials in each building is found below.

---

N.A.

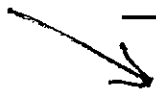
~~Storage Building North of Fountain in Kelsey Park~~

Facility Type:	Commercial Storage
Construction Date:	Unknown
Number of Floors:	1
Structural	
Foundation:	Concrete Slab
Wall Support:	Concrete Masonry Units (CMU)
Exterior Finish:	Stucco
Roof Support:	Wood frame, Gable
Roof System / Type:	Metal Roof, Felt Paper
Mechanical / Plumbing	
HVAC Equipment:	None
Duct Type:	None
Pipe Insulation	None
Interior	
Ceiling Substrate:	Wood
Ceiling Finish:	Paint
Wall Substrate:	Concrete Masonry Units (CMU)
Wall Finish:	Stucco
Floor Substrate:	Concrete
Floor Finish:	Peel n' Stick Vinyl Tiles on 12x12 Vinyl Floor Tile 1 Type
Site concrete	
<del>Sidewalks, Stairs, etc.</del>	<del>Sidewalks</del>

N.A.

~~Restroom Building South of Fountain in Kelsey Park~~

Facility Type:	Commercial Restroom
Construction Date:	Unknown
Number of Floors:	1
Structural	
Foundation:	Concrete Slab
Wall Support:	Concrete Masonry Units (CMU)
Exterior Finish:	Stucco
Roof Support:	Wood frame, Gable
Roof System / Type:	Metal Roof, Felt Paper
Mechanical / Plumbing	
HVAC Equipment:	None
Duct Type:	None
Pipe Insulation	None
Interior	
Ceiling Substrate:	Wood
Ceiling Finish:	Paint
Wall Substrate:	Concrete Masonry Units (CMU)
Wall Finish:	Stucco
Floor Substrate:	Concrete
Floor Finish:	Paint
Site concrete	
<del>Sidewalks, Stairs, etc.</del>	<del>Sidewalks</del>



Restroom Building #600B in Lake Shore Park

Facility Type:	Commercial Restroom
Construction Date:	Unknown
Number of Floors:	1
Structural	
Foundation:	Concrete Slab
Wall Support:	Concrete Masonry Units (CMU)
Exterior Finish:	Stucco
Roof Support:	Wood frame, Gable
Roof System / Type:	Clay Barrel Tile over Asphalt Shingle, Felt Paper
Mechanical / Plumbing	
HVAC Equipment:	None
Duct Type:	None
Pipe Insulation	None
Interior	
Ceiling Substrate:	Wood frame
Ceiling Finish:	Painted suspended stucco ceiling on wire lath.
Wall Substrate:	Concrete Masonry Units (CMU)
Wall Finish:	Stucco
Floor Substrate:	Concrete
Floor Finish:	None
Site concrete	
Sidewalks, Stairs, etc.	Sidewalks

5. SITE SUMMARY

The following suspect asbestos-containing materials were identified and sampled during the site visit, copies of bulk sample results can be found in Appendix B:

~~Storage Building North of Fountain in Kelsey Park~~

N.A.

Location	Suspect Material	Friability	Asbestos content	Condition	Estimated Quantity	NESHAP Category
Roof :	Non-suspect (metal)					N/A
	Base felts	Non-friable	Not Detected	Good	Not Quantified	N/A
Exterior walls	Stucco	Potentially Friable	Not Detected	Good	Not Quantified	N/A
	Concrete Masonry Unit	Potentially Friable	Not Detected	Good	Not Quantified	N/A
Interior-walls and ceiling: Throughout	Stucco	Potentially Friable	Not Detected	Good	Not Quantified	N/A
	Tar Felt Paper (vapor barrier)	Non-friable	Not Detected	Good	Not Quantified	N/A
	Non-suspect (wood)					N/A

N.A.

Location	Suspect Material	Friability	Asbestos content	Condition	Estimated Quantity	NESHAP Category
Attic	Non-suspect (wood)					N/A
Miscellaneous Materials	Electric Wiring Insulation	Potentially Friable	Not Detected	Significantly damaged	Not Quantified	N/A
Interior - floors:	Double layer Non-suspect (12"x12" peel n' stick)					N/A
	12"x12" vinyl floor tile (tan)	Non-friable	Not Detected	Good	Not Quantified	N/A
	Concrete Slab	Potentially Friable	Not Detected	Good	Not Quantified	N/A
Concrete on site	Sidewalk and Entrance Concrete	Potentially Friable	Not Detected	Good	Not Quantified	N/A

N.A.

Restroom Building South of Fountain in Kelsey Park

Location	Suspect Material	Friability	Asbestos content	Condition	Estimated Quantity	NESHAP Category
Roof:	Non-suspect (metal)					N/A
	Base felts	Non-friable	Not Detected	Good	Not Quantified	N/A
Exterior walls	Stucco	Potentially Friable	Not Detected	Good	Not Quantified	N/A
	Concrete Masonry Unit	Potentially Friable	Not Detected	Good	Not Quantified	N/A
Interior - walls and ceiling: Throughout	Stucco	Potentially Friable	Not Detected	Good	Not Quantified	N/A
	Non-suspect (wood)					N/A
Attic	Non-suspect (wood)					N/A
Miscellaneous Materials	Window Caulking	Non-friable	Not Detected	Good	Not Quantified	N/A
Interior - floors:	Concrete Slab	Potentially Friable	Not Detected	Good	Not Quantified	N/A
Concrete on site	Concrete Sidewalks and Entrance	Potentially Friable	Not Detected	Good	Not Quantified	N/A

## Restroom Building #600B in Lake Shore Park

Location	Suspect Material	Friability	Asbestos content	Condition	Estimated Quantity	NESHAP Category
Roof :	Asphalt shingles	Non-friable	Not Detected	Good	Not Quantified	N/A
	Base felts	Non-friable	Not Detected	Good	Not Quantified	N/A
Exterior walls	Stucco	Potentially Friable	Not Detected	Good	Not Quantified	N/A
	Concrete Masonry Unit	Potentially Friable	Not Detected	Good	Not Quantified	N/A
Interior- walls and ceiling: Throughout	Stucco	Potentially Friable	Not Detected	Good	Not Quantified	N/A
Attic	Non-suspect (wood)					N/A
Miscellaneous Materials	None					N/A
Interior- floors:	Concrete Slab (Not in Scope)					N/A
Concrete on site	Concrete (Not in Scope)					NA

## 6. RECOMMENDATIONS

The Florida Department of Environmental Protection is the local agency that enforces federal regulations that prevent the uncontrolled disturbance and/or removal of asbestos-containing materials during the renovation or demolition of commercial and industrial structures, and residential structures with more than four (4) dwelling units. The National Emission Standards for Hazardous Air Pollutants (NESHAP) defines a friable asbestos-containing material as any material containing more than 1% asbestos, which can be crumbled, pulverized, or reduced to powder, when dry, by hand pressure. NESHAP excludes non-friable material provided these materials will not become friable during demolition. Roofing felt, flashings, mastics and resilient flooring other than paper back linoleum are non-friable materials, which according to the EPA are unlikely to become friable during demolition. Potentially friable materials such as plaster walls/ceilings and drywall tape and joint compound may become friable during the demolition process.

### Demolition and Renovation Recommendations

#### 1. NESHAP

- No building materials were identified as containing asbestos. Proceed with normal demolition and there are no prohibitions for recycling materials in regard to asbestos.

#### 7. REGULATORY INFORMATION

##### NESHAP Notification

- The owner of the property must file a NESHAP Notice of Asbestos Renovation or Demolition form utilizing the quantities cited above. The owner may allow the demolition/renovation contractor to file the notice on his or her behalf but remains responsible for proper notification. MAI has included a copy of the form in Appendix C. The owner or demolition/renovation contractor must complete and sign the form.
- The Notification form must be mailed to the Florida Department of Environmental Protection, Division of Air Resources Management 400 North Congress Ave. Suite 200, West Palm Beach, Florida 33401.
- The Notice must be received by the agency ten business days prior to the start of the demolition or removal project. This allows the agency time to conduct their own inspection of the property if they so choose.

#### 8. DOCUMENT CONTENT

Consultation has been provided as set forth in the scope of work section of this report. If local knowledge indicates error, omissions, or inaccuracy, notify the consultant.

The knowledge of the consultant, Morse Associates, Inc., is based upon current information and research. The status of said information, research, and technology or regulatory requirements could change in the future, thus affecting the recommendations provided.

Quantities expressed in this report are sometimes visual estimates due to accessibility. Contractors are advised to visit the site to verify quantities and to assess site conditions prior to bidding on removal or demolition. This report only addresses compliance with the EPA-NESHAP regulation. Other regulations such as the



Construction Standard for Asbestos apply to the renovation and demolition of buildings and must be complied with.

#### 9. DOCUMENT USE

The document and all attachments here provided by the consultant, Morse Associates, Inc., are for the exclusive use of the owner.

<u>Boring Designation</u>	<u>Location</u>
AB-1	95 feet west and 32 feet north of control point.
AB-2	60 feet west and 5 feet north of control point.

Note: Control point is the northwest corner of the southern tennis court.

The borings were accomplished manually using a three inch diameter bucket auger and extended to a depth of 6.5 feet below grade. As the borings were advanced, cone penetrometer soundings were conducted at one foot vertical intervals to assess the shear strength and compressibility of the profile components. A Brainard-Kilman Model S-214 device was used for this purpose.

Logs which describe the materials encountered in the borings along with results of the cone penetrometer tests are furnished on Sheets 1A and 1B, attached. Reference to the logs shows that the borings chiefly encountered loose to medium dense clean to slightly silty sands beneath a six inch thick veneer of topsoil. Of note, a six inch thick layer of organic fine sand was found in the soil profile of Boring AB-1 between depths of 2.5 and 3 feet below grade.

Groundwater levels were measured in the boreholes when the free water surface was initially intercepted. The depth to the water table was 2.0 feet in Boring AB-1 and 2.3 feet in Boring AB-2 on the day of the field exploration, which was December 11, 2015. We expect the water table level to be near the wet season high.

## **5.0 LABORATORY TESTING**

A sample of the organic sand was tested for natural moisture content (ASTM D 2216) and organic content (ASTM D 2974). The test yielded a natural moisture content value of 32.2 percent and an organic content of 6.5 percent. By local engineering convention, soils with an organic content of more than 5 percent are considered organic in composition.

## **6.0 GEOTECHNICAL EVALUATION**

Results of the study indicate that the site is suitable for the planned construction when reviewed from a geotechnical engineering perspective. Following conventional site preparation, the structure may be supported on a shallow foundation system and employ a slab-on-grade for its ground floor.

## **7.0 CLEARING, GRUBBING AND STRIPPING**

Surface vegetation should be cleared from the structure area and its root system grubbed from the soils. Clearing and grubbing should consist of the complete removal and disposal of timber, brush, stumps, roots, rubbish, debris, asphalt and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas. All roots greater than one inch in diameter, or high concentrations of smaller diameter roots exposed by clearing, grubbing and stripping, should be removed to a depth of not less than 12 inches.

Topsoil that covers the site should be removed from the structure footprint. If not required for landscaping, these materials should be wasted.

## **8.0 ENGINEERED FILL**

Fill required to bring the building area to construction grade should consist of clean granular materials that are free of debris, cinders, combustibles, roots, sod wood, cellulose and organic material. It should have not more than 12 percent passing the U.S. Standard No. 200 Sieve (dry weight basis), no particle size larger than two inches and not more than two percent organics by weight.

The fill should be placed at a water content within two percent of optimum in lifts that do not exceed 12 inches in loose thickness. Each lift should be thoroughly and uniformly compacted to attain 95 percent of the ASTM D 1557 maximum dry density.

## **9.0 FOUNDATION DESIGN AND CONSTRUCTION**

The proposed structure may be safely supported on a monolithic thickened edge slab foundation that is based in the improved native soils and/or engineered and proportioned for a net allowable bearing pressure of 2500 pounds per square foot. To provide a satisfactory factor of safety against a shearing failure in the supporting soils: (1) the footing bottoms should bear at least 12 inches below adjacent grade; (2) continuous footings should be at least 16 inches wide and (3) isolated foundations, if used, should have a width not less than 24 inches.

Foundation subgrades to at least 12 inches beneath the footing bearing levels should be compacted to 95 percent of the ASTM D 1557 maximum dry density prior to placing formwork and reinforcing steel for the substructure. Excavations for the load bearing elements should be maintained in a dry condition while awaiting placement of reinforcing steel and concrete.

Foundations designed and constructed in the recommended manner are estimated to sustain a maximum total settlement of somewhat more than one half inch provided that the wall loadings do not exceed 3,000 pounds per lineal foot. Differential settlement that occurs between adjacent foundations should not be more than one quarter inch. Angular distortion along the

alignments of the bearing walls that is produced by differential settlement is estimated to be less than 1 in 500.

## 10.0 GROUND FLOOR SLAB

Slab-on-grade construction may be used for the ground floor of the structure. The concrete of the slab should be cast upon granular soils that are compacted to not less than 95 percent of the ASTM D 1557 maximum dry density.

An impervious membrane should be installed between the underside of the floor slab and the soil substrate to serve as a barrier to moisture rise from the subgrade. Ordinarily, a 6-mil thick film of polyethylene is sufficient for this purpose. However, floor coverings that are particularly sensitive to moisture flux may require a thicker membrane and/or one of different composition.

## 11.0 GENERAL COMMENTS

The conclusions and recommendations presented herein are based upon the information obtained from the borings performed at the indicated locations and other information discussed in the report. The report does not reflect any variations that may occur between the borings or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until, during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided if warranted.

The scope of our services did not include, either specifically or by implication, any environmental or biological (e.g. mold, fungi and bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials, or conditions. Should there be a concern about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed herein and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either expressed or implied, are intended or made.

-oOo-

We trust that the information provided in the report is clear and understandable. Should it require any clarification or amplification, feel free to contact Thomas J. Tepper, P.E. at 954-703-1839.

Subsurface Study  
Kelsey Park Restroom Facility  
Lake Park, Florida  
Project Number: 34155075 ▫ December 21, 2015

**Terracon**

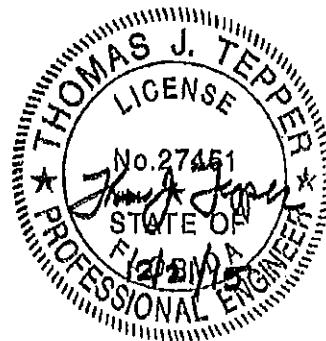
Very truly yours,

Terracon Consultants, Inc.

*RN*  
Rutu Nulkar, P.E.  
Project Engineer  
FL Registration No. 70625

*Thomas J. Tepper*  
Thomas J. Tepper, P.E.  
Senior Engineer  
FL Registration No. 27451

Attachments: Sheet 1A – Log of Boring AB-1  
Sheet 1B – Log of Boring AB-2



<b>Log of Auger Boring</b>		
<b>Project Number:</b>	34155075	<b>Boring Number:</b> AB-1
<b>Client:</b>	CPZ Architects, Inc.	
<b>Project:</b>	Kelsey Park Restroom Facility Lake Park, Florida	
<b>Boring Location:</b>	95 feet west and 32 feet north of northwest corner of south tennis court	
<b>Date Drilled:</b>	12-11-15	<b>Drilled By:</b> RR
<b>Ground Elevation:</b>	Not determined	<b>Depth of Groundwater Table:</b> 2.0 feet

<i>Depth (feet)</i>	<i>Soil Type</i>	<i>Soil Description</i>
0.0-0.5	SM	Dark gray silty fine SAND with grass roots (Topsoil)
0.5-1.5	SP	Dark brown fine to medium SAND
1.5-2.5	SP	Light brown fine to medium SAND, trace shell and limestone fragments
2.5-3.0	OL-SM	Black slightly silty organic fine SAND
3.0-4.0	SM	Dark gray slightly silty fine to medium SAND
4.0-5.0	SP	Gray fine to medium SAND, trace shell fragments
5.0-6.5	SP	Brown fine to medium SAND

<b>CONE PENETRATION TEST RESULTS</b>	
<b>Depth (feet)</b>	<b>Cone Penetration Resistance (tsf)</b>
0-1	50
1-2	50
2-3	50
3-4	50
4-5	50
5-6	50
<b>Total Depth of Boring: 6.5 feet</b>	

\*Cone penetrometer resistance determined using a Brainard-Kilman Model S-214 hand-held static cone penetrometer.

<b>Log of Auger Boring</b>		
<b>Project Number:</b>	34155075	<b>Boring Number:</b> AB-2
<b>Client:</b>	CPZ Architects, Inc.	
<b>Project:</b>	Kelsey Park Restroom Facility Lake Park, Florida	
<b>Boring Location:</b>	60 feet west and 5 feet north of northwest corner of south tennis court	
<b>Date Drilled:</b>	12-11-15	<b>Drilled By:</b> RR
<b>Ground Elevation:</b>	Not determined	<b>Depth of Groundwater Table:</b> 2.3 feet

<i>Depth (feet)</i>	<i>Soil Type</i>	<i>Soil Description</i>
0.0-0.5	SM	Dark gray silty fine SAND with grass roots
0.5-1.0	SP	Dark brown fine to medium SAND
1.0-2.5	SM	Dark gray slightly silty fine to medium SAND
2.5-3.5	SM	Dark gray slightly silty fine to medium SAND, trace fine roots
3.5-4.5	SP	Brown fine to medium SAND, trace fine roots
4.5-5.5	SP	Light brown fine to medium SAND
5.5-6.5	SP	Brown fine to medium SAND

<b>CONE PENETRATION TEST RESULTS</b>	
<b>Depth (feet)</b>	<b>Cone Penetration Resistance (tsf)</b>
0-1	15
1-2	30
2-3	35
3-4	35
4-5	35
5-6	35
<b>Total Depth of Boring: 6.5 feet</b>	

\*Cone penetrometer resistance determined using a Brainard-Kilman Model S-214 hand-held static cone penetrometer.



**EXHIBIT "C"**  
**SCHEDULE OF PARK EVENTS**  
**KELSEY & LAKE SHORE PARKS**

**Re-occurring every Monday night....Dancing at Community Meeting Room in Lake Shore Park**

**October 1<sup>st</sup> and 2<sup>nd</sup>.....Rummageddon in Lake Shore Park**

**October 28<sup>th</sup> .....Fall Festival in Lake Shore Park**

**November 6<sup>th</sup> or November 13<sup>th</sup>..... Car Show in Kelsey Park**

**December 2<sup>nd</sup>. Holiday Tree Lighting and Angel Ceremony**  
**Set-up Nov. 25.....Take down Jan. 3rd**

**February 10<sup>th</sup> through 12<sup>th</sup> .....+ Chili Cook-Off**