

**RESOLUTION NO. 72 -10-18**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH PLAYCORE WISCONSIN, INC. (DOING BUSINESS AS GAMETIME) TO FURNISH AND INSTALL AN ADA PLAYGROUND IN BERT BOSTROM PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons and

**WHEREAS**, the Town solicited services and products from vendors via an Invitation-to-Bid (ITB) to furnish and install an ADA compliant playground set in Bert Bostrom Park (the Work); and

**WHEREAS**, the Town received a bid from the Contractor on September 10, 2018 to provide the Work; and

**WHEREAS**, the its bid submittal, the Contractor represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town’s ITB; and

**WHEREAS**, the Town determined that the Contractor’s bid was the lowest responsible and that the Contractor was a responsive bidder and is qualified and able to provide the services solicited; and

**WHEREAS**, the Town has budgeted Community Development Block Grant (CDBG) grant funds in its current fiscal year budget which are available to fund this Agreement; and

**WHEREAS**, Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into a contract with the Contractor.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein by reference.

**Section 2.** The Mayor is hereby authorized and directed to execute a contract with the Contractor for services associated with furnishment and installation of an ADA Playground in Bert Bostrom Park. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>  /  </u>	<u>  —  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ERIN FLAHERTY	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ANNE LYNCH	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ROGER MICHAUD	<u>  /  </u>	<u>  —  </u>

The Town Commission thereupon declared the foregoing Resolution NO. 72-10-18 duly passed and adopted this 17 day of October, 2018.

TOWN OF LAKE PARK, FLORIDA


BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**Contract Agreement**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**BERT BOSTROM PARK**  
**PLAYGROUND EQUIPMENT**  
**TOWN OF LAKE PARK**  
**TOWN BID NO. 108-2018**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, FL ("Owner") and PlayCore Wisconsin, DBA GameTime, PO Box 520700, Longwood, FL 32752. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 108-2018.

All terms, conditions, plans and specifications of Town Bid No. 108-2018, any Addenda, and contractor's accepted bid, dated September 10, 2018 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$41,834.97, which is the base bid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 18 day of October, 2018; and \_\_\_\_\_ authorized to execute same.

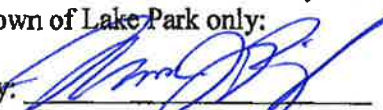
TOWN OF LAKE PARK, through its  
Town Commission

Attest:

  
Vivian Mendez, Town Clerk



Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By:   
Thomas Baird, Town Attorney

18<sup>th</sup> day of October, 2018

By: \_\_\_\_\_

  
Michael O'Rourke, Mayor

18 day of October, 2018





**TOWN OF LAKE PARK  
535 Park Ave.  
Lake Park, FL. 33403**

**Bert Bostrom Park ADA Playground**

**TOWN OF LAKE PARK**

**Contract Documents**

**Town of Lake Park Bid No. 108-2018**

Date of Bid Advertisement: August 5, 2018  
Mandatory Pre-Bid Meeting: 2:30 p.m. EST, August 15, 2018  
Bid Due Date: 2:30 p.m. EST, September 10, 2018

PROJECT DATA

Project Title: Bert Bostrom Park ADA Playground, Town of Lake Park, Florida

Project Number: Town Bid No.108-2018

Project Location: 311 7<sup>th</sup> Street, Lake Park, FL 33403

Project Owner: Town of Lake Park

Town Commission: Michael O'Rourke, Mayor  
Kimberly Glas Castro, Vice Mayor  
Erin T. Flaherty, Commissioner  
Ann Lynch, Commissioner  
Roger Michaud, Commissioner

Owner's Representative: John D'Agostino  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

Project Managers: Richard Scherle & Riunite Franks  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: (561)881-3345  
Fax: (561)881-3349

END OF PROJECT DATA

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**TOWN OF LAKE PARK  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed bids for:

**BERT BOSTROM PARK  
ADA PLAYGROUND  
TOWN OF LAKE PARK, FLORIDA  
Town Bid No. 108-2018**

The project consists of the provision and installation of a sixteen (16) component integrated playset, play curb, wear mats and ADA ramps within an approximate 1,400 S.F. ADA accessible playground area. Alternates are provided for additional playset components. All playground equipment, play curb, wear mats and ramps are to be installed by a manufacturer certified playground installer. The Town will supply and install engineered wood fiber within the playground area. The playground is located on the east side of Bert Bostrom Park addressed as 311 7<sup>th</sup> Street, Lake Park, Florida 33403.

**This project is funded by a COMMUNITY DEVELOPMENT BLOCK GRANT administered through Palm Beach County Department of Economic Sustainability. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project.**

Sealed bids will be received in triplicate by the Town Clerk until 2:30 p.m. EST, on September 10, 2018 at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, and requesting a “no fee” bid set.

Bids shall be submitted on the form(s) provided.

Mandatory Pre-Bid Meeting

Date and Location: 2:30 p.m. EST, August 15, 2018  
Town Hall Commission Chamber of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

Submittal Documents

Envelope containing bid must be sealed and be clearly marked, “**BERT BOSTROM PARK – ADA PLAYGROUND, TOWN BID NO. 108-2018**”

All bid prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the bid. No bidder may withdraw his bid within 90 calendar days after the bid opening date.

**The deadline for submittal of request and support documentation for “Approved Equal” products and material considerations is August 16, 2018. No substitutions will be considered if submitted past this deadline.**

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. Guaranty Bonds in the form of Performance Bond and a Payment Bond, in an amount equal to 100% of the contract will be required if the cost exceeds \$100,000.00. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instructions to Bidders.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 2:30 p.m. EST, on September 10, 2018. Award of bid will be made at a Town Commission meeting.

**The prime contractor will be expected to have on staff or subcontract a manufacturer certified playground installer for installation of all playground equipment, play curb, wear mats and ramps. The prime contractor will be expected to have supervisory personnel in their direct employ on the site at all times work is being performed.**

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

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Vivian Mendez, Town Clerk  
Town of Lake Park, FLORIDA

Published on: August 5, 2018  
Palm Beach Post

## LIST OF DRAWINGS

1. **Plans Set– Bert Bostrom Park ADA Playground 6<sup>th</sup> Street & Bayberry Drive ITB No. 108-2018 prepared by Calvin Giordano & Associates, Inc. consisting of eight sheets.**

## BIDDERS UNDERSTANDING

### MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.
- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

**BERT BOSTROM PARK  
ADA PLAYGROUND  
Bid No. 108-2018  
Attn: TOWN CLERK**

- The prime contractor will be expected to have on staff or subcontract a manufacturer certified playground installer for installation of all playground equipment, play curb, wear mats and ramps. The prime contractor will be expected to have supervisory personnel in their direct employ on the site at all times work is being performed.
- The deadline for submittal of request and support documentation for "Approved Equal" product and material considerations is 5:00 p.m., August 16, 2018. No substitutions will be considered if submitted past this deadline. Submit requests and support documentation to the Town Clerk.
- **PRE-BID CONFERENCE**

There is a MANDATORY pre-bid conference/site inspection scheduled for this project to be held at 2:30 p.m. on August 15, 2018 at the Town Hall Commission Chambers, Lake Park Florida. Town representatives will assemble at the Commission Chambers to provide a description of the project, project requirements, including Davis-Bacon requirements, answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are REQUIRED to attend or be represented at the pre-bid meeting. Immediately following the pre-bid meeting, interested companies will have the opportunity to inspect the site, familiarize themselves with the requirements and to insure all items affecting the bidding/costing of the project are considered.

### PURPOSE OF BID

**The sole purpose of this bid is to contract to provide for the supply and installation of playground equipment as described in the Scope of Work section of this solicitation.**

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

### DELIVERY

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.



It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

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 meeting with the Palm Beach County Dept. of Housing and 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

**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

## INSTRUCTIONS TO BIDDERS

### 1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

**The deadline for submittal of request and support documentation for "Approved Equal" product and material considerations is 5:00 p.m., August 16. No substitutions will be considered if submitted past this deadline. Submit to the Town Clerk.**

### 2. BOND REQUIREMENTS

A. BID BOND - If your bid price to perform the requirements of this solicitation is equal to or exceeds \$25,000, then you are required to submit a bid bond with your submittal in an amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, a certified check or a cashier's check made out to The TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

B. PERFORMANCE AND PAYMENT BONDS- (separate bonds) see 'Contract Agreement Information' section. Only applicable if project exceeds \$100,000.00

### 3. PREPARATION OF BIDS

A. Bids shall be submitted in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to

quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

- C. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Town of Lake Park. The Town reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

4. **BIDDERS SUBMITTING MORE THAN ONE BID (NOT APPLICABLE)**

5. **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. **AWARD OF CONTRACT**

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-lowest responsible & responsive Bidder or the work may be re-solicited at the Town's option.

7. **GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed. Labor shall be warranted for a period of three (3) years from the date of substantial completion.

8. **RETURN OF BID SECURITY**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a certified check or cashier's check shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a certified check or cashier's check it will be available for return upon the delivery of acceptable performance and payment bonds.

9. **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

10. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its direct employment, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

11. **POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

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 nine (9) 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)

**The deadline for submittal of request and support documentation for "Approved Equal" product and material considerations is 5:00 p.m., August 16, 2018. No substitutions will be**

**considered if submitted past this deadline. Submit to the Town Clerk. The acceptance or rejection will be in the form of a written addenda to the specifications.**

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 (PBC Pages, per Table of Contents). **The contractor awarded the contract and all sub-contractor representatives shall attend a preconstruction meeting with Palm Beach County Department of Housing and Economic Sustainability staff to go over Davis-Bacon requirements.**

**The contractor will 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 Workforce Alliance, Inc. may be able to assist with recruiting from low income populations. Contractors can contact:

CareerSource Palm Beach County  
Tel. (561)340-1060 Fax (561)340-1057

Given a VERY SPECIFIC set of criteria (skills, abilities, capacity requirements) and number of candidates a contractor is willing to interview, Workforce Alliance may be able to screen potential candidates to interview for the position. An up-front specific number of candidates the contractor is willing to interview as part of the criteria they establish for the position (s) will avoid mis-understanding in the process.

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**14. PROTEST PROCEDURE**

**Protests may only be filed by a firm which has submitted a timely bid.**

Protests must be addressed to the Town of Lake Park Finance Director, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the office of the finance director no later than 5:00 p.m., EST, three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the finance director, and when the Town Manager has been provided evidence of such receipt. Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

**15. FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing

business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

16. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

17. **'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

18. **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2) (a):**  
**('PUBLIC ENTITY CRIMES')**

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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, Fifty Dollars (\$50.00) 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 (\$50/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 contractor shall submit shop drawings for all products and materials to the Town Engineer within ten (10) business days of receipt of a Town Purchase Order. The contractor shall submit an order for all products & materials within five (5) business days of receipt of the approved shop drawings. The NOTICE TO PROCEED will be dated the number of calendar days as indicated in the bid submittal

plus 5 business days following the return of approved shop drawings. In no case shall the start date be more than seventy-five (75) calendar days from the date of receipt of the Town purchase order. This date will establish the start date. The time for completion of the contract shall be **thirty (30)** 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.

**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, Riunite Franks, located at 535 Park Avenue, 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.**

**22. APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

**23. RIGHT TO INSPECT**

The Town may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town.

**24. RIGHT TO AUDIT RECORDS**

- 1) **Audit of Cost or Pricing Data:** The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The Town shall be entitled to audit the books, documents, papers and records

of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

- 3) Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:
  - A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

**25. ADDITIONAL INFORMATION**

Requests for additional information should be referred to Vivian Mendez, Town Clerk, email address: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

**26. APPROVED EQUAL CONSIDERATION**

“Approved Equal” means equal to the performance, utility, function and must be representative of the component depiction, features, benefits, space requirements, fall height and warranty as indicated on the plan sheets as determined by the Town Engineer. Any item being submitted for consideration as “Approved Equal” must be submitted no later than 5:00 P.M. August 16, 2018 No substitutions will be considered if submitted past this deadline.

End of Instructions to Bidders



**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 |

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. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)
  1. Bodily Injury:

Each Person	\$1,000,000.
Each Accident	\$1,000,000.
  
  2. Property Damage:

Each Occurrence	\$1,000,000.
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- D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy. Add the following names:

Owner -- TOWN OF LAKE PARK
  
- E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.
  
- F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881-3314).
  
- G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.
  
- H. 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 employing an engineer to perform inspections and approve applications for payments on this project. The Town will communicate at the pre-construction meeting the specifics regarding 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 Town, the Contractor has passed a final inspection in accordance with the permit and all paperwork required by Palm Beach County is complete.

## **PERFORMANCE AND PAYMENT BONDS**

All bonds must be submitted by the Bidder awarded the contract. However, Performance and Payment bonds shall NOT be required if the contract amount is under \$100,000.00.

The contractor will be required to furnish a payment bond and a performance bond, 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. Performance and 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 indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

## **CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- A) All terms, conditions, plans, and specifications of this bid.
- B) Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

## WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

## SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

## ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

## SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

## TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

**PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. The contractor will be required to file a Notice of Commencement.

**MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

**SCOPE OF WORK**  
**SUPPLY AND INSTALL ADA PLAYGROUND EQUIPMENT AND RELATED SITE WORK AT BERT BOSTROM**  
**PARK, LAKE PARK, FLORIDA.**  
**(PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS)**

This project consists of the supply and installation of ADA compliant playground equipment at Bert Bostrom Park located in the Town of Lake Park, as specified in the technical drawings and plans. The available funding for this proposal is \$38,000 and should include all freight, delivery and installation. The Town will select one (1) contractor to provide equipment and materials for the park as outlined in the request. It is important that the design of the playground equipment include the ability to expand proposed playground equipment within the existing play area.

- Furnish insurance, performance bond and payment bond. Provide a copy of playground equipment Manufacturer's Warranty. Provide copies of Manufacturer's Certification of playground installer (submittal of certifications of several crews will be accepted so as not to limit availability or impede construction schedule). Town will include this documentation in the bound contract to be signed by contractor.
- Attend meeting with Palm Beach County Department of Housing and Economic Sustainability for Davis Bacon requirements. Subcontractors shall also attend. Submit DB paperwork.
- Submit shop drawings for review and approval of IPEMA certified playground equipment that provides sliding, climbing, crawling and running options as specified in the technical specifications and plan set. All playground equipment shall meet or exceed all current federal CPSC, ASTM, IPEMA standards and ADA requirements.
- Submit structural calculations showing design requirements for playset components to meet 170 mph wind loads.
- Advise Town that order was placed within five business days of receipt of approved shop drawings. See Instructions to Bidders, Section 20. This date will establish the NOTICE TO PROCEED date.
- Apply for and receive Town of Lake permit (contractor to pay fee).
- Post on-site signage incl. Employee Rights, Davis/ Bacon Department of Labor wage rates & posters permit box and containment for employee sign-in sheets.
- All contractors working on the site must be registered to work in the Town.
- Identify by marking or flagging the area to be excavated by Town. **The Town of Lake Park's Public Works Department will prepare the site including demolition, removal and disposal of old equipment, excavation to depth, land-leveling/grading, provision of contractor access roadway, and ADA engineered wood fiber surfacing procurement and installation. The Town will provide soil for the contractor to grade to the outside edge of the play curb.**
- Confirm that area excavated by the Town is suitable for depth, compaction and drainage.
- Secure work site when not working. Contractor shall fence in the area during construction to prevent citizen use during construction.
- Install geotextile fabric.
- Coordinate with the Town the placement of the engineered wood fiber.
- Provide and install all components of the playset, play edge, wear mats and ADA ramps in accordance with the contract specifications and approved equipment lists including unloading and storing equipment prior to and during installation.
- The Contractor shall be responsible for removing and disposing all debris and packing materials from the job site.

- Place and grade Town provided soil against the exterior of the play curb. Bahia sod shall be included five feet beyond the play curb as well as any area where damaged has occurred due to the contractor's staging or construction disturbance.
- Contractor shall exercise care so as not to damage existing grass, walks, or other Town property during the performance of its contract. Contractor shall repair or replace any damaged grass or material should damage occur during construction.
- Close- out submittals.

Written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12

## TECHNICAL SPECIFICATIONS

Note: Attached to this document are separate plans/drawings available as a complement to the written technical specifications. All required bid items are described in this section, 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.

### I. General

1. The Contractor is responsible for visiting the site and becoming acquainted with all local conditions which will affect the installation. No extras will be accepted. Site visits must be arranged in advance with the Public Works Department, 561-881-3345 or [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)

#### Jobsite Location:

Bert Bostrom Park - Bayberry Drive & 6th Street  
Lake Park, Florida 33403

2. The standard for play equipment and play curb edge treatment is "GameTime." The standard for wear mats, ADA ramps, and geotextiles is "Fibar." Specified brand names are for descriptive purposes only. Equal equipment or material will be accepted. The minimum requirements for establishing equality are IPEMA certification, ASTM F1292 Standard Specification for Impact Attenuation of Surfacing materials, ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. All play equipment and all play equipment components shall be IPEMA certified. All play equipment shall conform to the ASTM 1487-01 and to the Consumer Product Safe Commission (CPSC) Handbook for Public Playground Safety. Manufacturer certification of compliance must be submitted with any request for consideration as "Approved Equal."

The material, products and equipment identified in the project bid manual and shown in the plan set establish a standard of required materials, required play activities, dimension, appearance, durability, quality and warranty to be met by any proposed substitution. No substitution will be considered unless such request for substitution includes complete drawings, cuts, performance and test data, and any other

information which demonstrates that the equipment meets the specifications as described herein and is in conformity with the playground plans. A complete written statement setting forth any difference in materials, equipment, or equipment layout shall be submitted with the bid if alternate products are being proposed. Failure to submit a complete disclosure of differences in the plan and specifications will result in disqualification of a bid. The burden of proof of the merit of the proposed substitute is upon the bidder. The Owner's decision on approval of a proposed substitution shall be final.

3. Play equipment warranty shall be minimum 3 years from date of shipment on the entire structure, 15 years on all plastic components, including slides, tunnels, TuffTimbers and TenderTuff coating. A 100-year warranty shall be provided by the manufacturer on all aluminum posts, beams, caps and clamps. Complete copy of the manufacturer's warranty must be submitted with the bid.

## II. Timing of Construction

### CONTRACT TIME

The contractor shall submit shop drawings for all products and materials to the Town Engineer within ten (10) business days of receipt of a Town Purchase Order. The contractor shall submit an order for all products & materials within five (5) business days of receipt of the approved shop drawings. The NOTICE TO PROCEED will be dated the number of calendar days as indicated in the bid submittal plus 5 business days following the return of approved shop drawings. In no case shall the start date be more than seventy-five (75) calendar days from the date of receipt of the Town purchase order. This date will establish the start date. The time for completion of the contract shall be **thirty (30)** 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.

## III. Safety

Contractor shall secure the area during construction to prevent citizen use during construction.



## Owners Expectation – Equipment List

GAMETIME PLAY COMPONENTS (With Alternates 1&2) = Complete PT16007 System\*\*. Play equipment shall be IPEMA certified. Specified brand names are for descriptive purposes only. Equal equipment or materials will be accepted if submitted by the deadline. See plan set and Instruction to Bidders Section 26.

### BASE BID PLAY COMPONENTS DESCRIPTION:

5-12 Year Olds Play Equipment

6'-Wave Zip Slide #19125—green plastic/champagne posts  
7'- Double Wave Zip Slide #90511—green plastic/champagne posts  
Click Wheel Gizmo #4839—green plastic  
Overhead Tree Climber# 81530—sky blue accent, metal  
Entry Way Handhold #1900—sky blue accent, metal  
Transfer Platform with Guardrail #19286 & Access Attachment  
3' Curved Zip Slide#19121—sky blue accent, champagne uprights, green plastic  
Fun Seat (Below)18766—green plastic  
Bongo's (Below) #36033—green plastic  
Single Gizmo Panel #90430—green plastic  
Transfer System w/Barrier 3' Rise 90022—sky blue accent, blue deck  
Transfer System w/Barrier 1' Rise #19007—sky blue accent, blue deck  
Schooner Climber #19096—sky blue accent  
Arch Bridge with Barrier Rails—sky blue accent, blue deck  
Crunch Bar #12215—sky blue accent  
Thread the Needle #19251—sky blue accent, blue HDPE  
Barriers (2) in place of Wavy Tree Climber and Loop Ladder—blue deck

### ADD ALTERNATE PLAY COMPONENTS DESCRIPTION:

5-12 Year Olds Play Equipment

**Alternate I--6' Wavy Tree Climber #19062—sky blue accent**

**Alternate II--6' Loop Ladder #19234—sky blue accent**

\*\*Prior to Ordering, Contractor to confirm with GameTime that all of the components noted above as well as all post, fasteners, hardware and any other elements are included in the Complete PT16007 System. Contractor shall include all costs for shipping, storage, and installation by a manufacturer certified playground installer.

### ENGINEERED WOOD FIBER

The ADA Engineered Wood Fiber Surface shall be purchased and installed by the Town of Lake Park staff, as this task will provide the Town's matching part of the grant.  
Engineered Wood Fiber to meet 7' critical fall height.

**The Geotechnical Fabric, Play Curb, Ramps and Wear Mats shall be provided by the contractor.** Quote shall include security that is needed to protect the equipment, material and all elements during the construction timeframe. General Contractor/purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during installation process and through the completion of the punch list.

## INDIVIDUAL EQUIPMENT SPECIFICATIONS

### PLAYGROUND EQUIPMENT

#### PART 1 - GENERAL

##### SUMMARY

Section includes playground equipment and associated signage. Furnish all labor and materials and equipment required to install the play equipment as indicated on the drawings or specified herein. The work shall include any incidentals to provide a finished job.

##### DEFINITIONS

**Use Zone:** According to ASTM F1487, the "area beneath and immediately adjacent to a play structure or equipment that is designed for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

**IPEMA:** International Play Equipment Manufacturers Association.

**Fall Height:** According to ASTM F 1487, "the vertical distance between a designated play surface and the protective surfacing beneath it."

##### DESIGN REQUIREMENTS

Compliance with current guidelines, standards, laws and building codes for safety and accessibility: ASTM F1487-11 – Standard Consumer Safety Performance Specifications for Playgrounds for Public Use. U.S. Consumer Products Safety Commission (CPSC) Guidelines (No. 325)– Handbook for Public Playground Safety ADA Accessibility Guidelines (ADAAG), Florida Building Code and Wind Load requirements of 170 MPH winds.

Site specificity of design – Equipment design/component selection is based on specific needs of the Town, and physical constraints of the site. Design requirements include: Play value; Capacity; Footprint; Color availability; Visual density and appearance; Age appropriateness; Height/Size; Sensory stimulation; Accessibility/usability for those with special needs.

Products selected are durable and proven to withstand very high use environment.

##### PERFORMANCE REQUIREMENTS

###### Structural Performance Requirements:

**Aluminum Posts:** All Aluminum posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

###### Steel Post Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI

- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10<sup>6</sup> PSI

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using an aluminum alloy and have the following mechanical properties:

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post. Clamps should allow for future maintenance/adjustment without effecting integrity of the posts.

## SUBMITTALS

**Product Data:** For each type of product indicated.

**Shop Drawings:** For playground equipment and structures. Include plans, color renderings, elevations, and installation details.

**Samples:** Provide color charts. Provide material samples upon request or as required.

**Qualifications:** For qualified installer, manufacturer, and testing agency.

**Test Reports:** Provide evidence of IPEMA certification for playground products. Certifications:

- Manufacturer is ISO 9001:2008 certified (quality assurance processes)
- Manufacturer is ISO 14001:2004 certified (environmentally responsible processes)
- IPEMA (International Play Equipment Manufacturers Association) third party certification for conformance to ASTM F1487.
- Statement from manufacturer that products meet current safety and accessibility requirements.

## Closeout Submittals:

**Maintenance Kit:** An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

#### Warranty Information.

Statement from manufacturer's representative identifying that installation has been performed in accordance with installation instructions.

#### QUALITY ASSURANCE

##### Manufacturer Qualifications:

- Manufacturer is ISO 9001:2008 certified (quality assurance processes)
- Manufacturer is ISO 14001:2004 certified (environmentally responsible processes)
- Standard products are IPEMA (International Play Equipment Manufacturers Association) third party certified for conformance to ASTM F1487.

Installer Qualifications: The Contractor installing the equipment must be experienced in the installation of play equipment with personnel, facilities, and equipment adequate for the work specified and shall, within 48 hours of a request, produce written proof of such.

Sample Installations: Contractor shall upon request produce a list of at least 20 other projects where similar work, from same manufacturer, has been performed and could be reviewed.

Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Prior to the start of the playground equipment installation work, coordinate a conference at the Site to review the construction schedule, availability of materials, installers personnel qualifications, equipment and facilities needed to make progress and avoid delays, installation procedures, testing, inspecting, and certification procedures, and coordination with other work. Meeting shall include the Contractor, Board Authorized Representative, Engineer, installer, and any other subcontractors or material technical service representatives whose work, or products, must be coordinated with the playground equipment installation work.

#### DELIVERY, STORAGE, AND HANDLING

Packaging: Posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink wrapped to skids (pallets) to ensure secure shipping.

Delivery: Equipment will be on delivered F.O.B. curbside. Installer will be responsible for unloading, storage, and security of the equipment until accepted by the owner.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

#### WARRANTY

100-Year Limited Warranty for all aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

15-Year Limited Warranty for all plastic and steel components against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

15-Year Limited Warranty for all coatings against structural failure due to natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

8-Year Limited Warranty On climbers and climbing cables against defects in materials or manufacturing defects.

3-Year Limited Warranty for all other parts, including Products, Swing seats and hangers; Trackride trolleys and bumpers; all rocking equipment, etc. against failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

## PRODUCTS

### MANUFACTURERS

#### Manufacturers:

Gametime -Playcore Company, 150 PlayCore Drive SE, Fort Payne, AL 35967, www.Gametime.com, or Gina Wilson, Vice President / Sr. Project Manager, Dominica Recreation Products, inc., GameTime (800)-432-0162 ext 101 - OR APPROVED EQUAL. "Approved Equal" (See Instructions to Bidders, Section 26) as determined by the Town Engineer. Any item being submitted for consideration as "Approved Equal" must be submitted by 5:00 P.M. August 16, 2018. No substitutions will be considered if submitted past this deadline.

## PRODUCTS

Basis-of-Design Product: The Drawings and Specifications are based on Gametime Playtime System.

### MATERIALS:

All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield® finish, TenderTuff™ coating, etc. Colors shall be specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

Decks: All decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The

unit shall then be Tender Tuff-coated brown or gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts.

**Rotationally Molded Polyethylene Parts:** These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Eleven standard colors available.

**Permalene® Parts:** These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options available.

**Recycled Permalene Parts:** These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick 100% recycled Black interior core. Eleven standard color options available.

**Hardware Packages:** All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.

**Installation Documentation:** All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

#### FINISHES:

**TenderTuff Coating:** Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 psi and a minimum tear strength of 250 lbs/inch. Five standard colors available, all with a matte finish.

**ProShield Finish:** All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

- Hardness (D3363) rating 2H

- Flexibility (D522) pass 1/8" mandrel
- Impact (D2794) rating minimum 80 inch-pounds
- Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
- UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention
- Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.  
Twenty-six standard colors available.

## BUILDING CODES

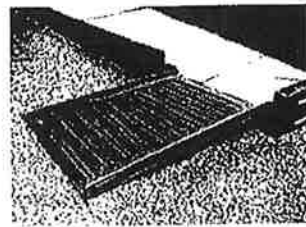
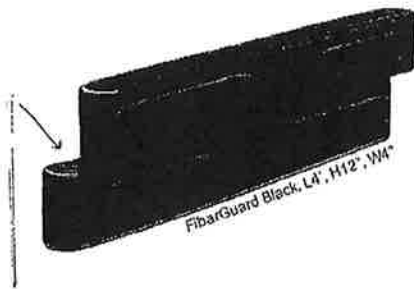
Current data on product compliance may be obtained from the manufacturer's technical support specialists.

GAMETIME IMAX PLAYCURB 12 " DEPTH BLACK PLAYGROUND BORDERS (OR APPROVED EQUAL).

PLAYCURB Black playground borders—are made of High-Density Polyethylene,UV-stable, injection molded borders shall not fade, splinter, or crack. Rounded corners are required to prevent injury. Four feet long and a full 12 inches high, PLAYCURB Black borders Each 4-foot long PLAYCURB border section comes with one 30" galvanized-steel installation spike.

GAMETIME IMAX ADA WHEELCHAIR ACCESS RAMP (OR APPROVED EQUAL) ADA Wheelchair Access Ramp with Adapters (for use with PLAYCURB Black Borders only)

High-Density Polyethylene,UV-stable, injection molded borders shall not fade, splinter, or crack. Wide enough even for motorized wheelchairs. The easiest way for kids in wheelchairs to access an above-ground playground. ADA compliant.



### COLOR PALETTE:

Uprights/champagne  
Plastic/green  
HDPE/blue  
Metal/sky blue  
Decks/blue  
Two color HDPE/ sky blue/white

## EXECUTION

### EXAMINATION

Examine the area and conditions of the site. Verify safety zones of all equipment before setting posts in concrete footing. Proceed with installation only after unsatisfactory conditions have been corrected.

### PREPARATION

Verify that all equipment needed for installation has been sent correctly. INSTALLATION:

Conform strictly to manufacturer's instructions. Use only experience personnel trained in play equipment installation. Provide all concrete footings to meet the Florida Building Code 170 MPH Wind Load requirements. It is the contractor's responsibility to field adjust any unknown site issues to accommodate the equipment footings at no additional cost to the Owner.

### FIELD QUALITY CONTROL

Contractor shall contact manufacturer's representative to review playground installation for accuracy. Contractor shall notify Engineer to review installation for review of overall conformance to specifications and workmanship.

### ADJUSTING

Ensure that adjustments required by inspections are corrected to owner's satisfaction. CLEANING AND PROTECTION

Contractor is responsible to protect equipment until accepted by owner. Consult manufacturer's cleaning instructions.

Written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 12



**PALM BEACH COUNTY      DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY**  
**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

<b>PROJECT NAME:</b>	<b>Town of Lake Park – Bert Bostrom Park Improvements</b>
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern. **Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.**

1. **General Requirements:**

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Public Entity Crimes - Section 287.133, Florida Statute
- Bonding Requirements
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2.	<b>Forms to be completed and submitted by all bidders with their bids:</b>
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The following forms are attached:

- |   |  |
|---|--|
| - | Noncollusion Affidavit of Prime Bidder             |
| - | Anti-kickback Affidavit                            |
| - | Certification of Eligibility of General Contractor |
| - | Certification of Nonsegregated Facilities          |
| - | Workforce Projection                               |

3. **Form for the successful bidder for use by subcontractors after contract award:**

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**

- Contract Award Report to be submitted as follows:
  - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
  - with the final payment request

*(The attached form has been condensed, ask County for a larger form on legal size paper)*

5. **Davis-Bacon Act:**

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. Attached are the pertinent forms:

- Display of Posters
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below are attached:

<b>Wage Decision(s) No.:</b>	<b>FL180225 Mod -0- HWY</b>
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**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.

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**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.







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).

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)."

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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.

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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.

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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.

LEAD-BASED PAINT POISONING PREVENTION ACT

- References:
- 24 CFR Part 570
  - 24 CFR Part 35
  - Lead-Based Paint Poisoning Prevention Act, as amended
  - Residential Lead-Based Paint Hazard Reduction Act of 1992
  - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

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COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued thereunder.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

DISPLAY OF POSTERS

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Housing and Community Development.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County Housing and Community Development at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Housing and Community Development.

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## Federal Labor Standards Provisions

U.S. Department of Housing  
And Urban Development

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1: (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)



(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**A.2: (I) Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**A.3: (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.

(Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(II)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> Or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)



(b) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

#### A.4: Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**A.5: Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**A.6: Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract with all the contract clauses in this paragraph.

**A.7: Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**A.8: Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

**A.9: Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**A.10: (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

**A.11: Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act**  
The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

#### **C. Health and Safety**

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Form HUD-4010 (06/2009)  
ref. Handbook 1344.1

## **GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS**

### **A. Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

### **B. Complying with Minimum Hourly Amounts**

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

### **C. Overtime**

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the

Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

### **D. Deductions**

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

### **E. Classifications Not Included in the Wage Decision**

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

### **F. Supervisory Personnel**

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

### **G. Sole Proprietorships / Independent Contractors / Leased Workers**

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

### **H. Apprentices / Helpers**

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.



General Decision Number: FL180225 01/05/2018 FL225

Superseded General Decision Number: FL20170225

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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	01/05/2018

\* SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81	0.00

INSTALLER - GUARDRAIL.....	\$ 13.96	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99	0.00
LABORER: Common or General.....	\$ 10.66	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.82	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70	0.00
OPERATOR: Bulldozer.....	\$ 16.00	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76	0.00

OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87	0.00
OPERATOR: Loader.....	\$ 14.19	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.03	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.25	0.00



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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. 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).

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)).

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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 "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.

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#### 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.

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END OF GENERAL DECISION

**Town of Lake Park  
Bert Bostrom Park  
Bid 108-2018**



*OCT 3  
Sept 17 deadline*

Represented by : Dominica Recreation Products since 1969  
P.O. Box 520700 • Longwood, FL 32752-0700

**SCHEDULE OF BID ITEMS**  
**BERT BOSTROM PARK ADA PLAYGROUND**  
**TOWN OF LAKE PARK BID 108-2018**

**BID DUE DATE: September 10, 2018; 2:30 p.m. EST**

**CONTACT PERSON WITH TOWN: Vivian Mendez, Town Clerk, (561)881-3311**

**Please bid the following consistent with the Technical Specifications and Eight Sheet Plan Set**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	Indemnification	1	Job	\$100.00	\$ 100.00
2	General Conditions incl. meetings, shop drawings, structural requirements, Notice of Commencement.	1	Job	L.S.	\$ 1200.00
3	Payment Bond & Performance Bond	1	Job	L.S.	\$ n/a
4	**Contingency for Permits (Town Building Dept., & P.B County Fire)	1	Job	\$500.00	\$ 500.00
5	Mobilization, incl. signage, <sup>orange</sup> site security (fencing), <del>chemical toilet</del> & rough-out marking for play curb. XXXXXXXXXX	1	Job	L.S.	\$ 500.00
6	Furnish & Install Play Curb Incl. fine grading under curb & staking	140	L.F.	\$ 33	\$ 1551.00
7	Furnish & Install Geotextile Underlayment	1400	S.F.	\$ 2250	\$ 523.16
8	Furnish & Install Base Bid Playset Components	1	Job	L.S.	31,837.50
8B	Owners kit	1			<del>31,837.50</del> 53.00
9	Furnish & Install ADA ramps w/ adapters	2	EA.	\$ 2	\$ 962.56
10	Furnish & Install Wear Mat 36" X 36"	4	EA.	\$ 4	\$ 462.48
11	Perimeter soil grading and Bahia Sod (Town to Provide Top Soil).	68	S.Y.		800.00
12.	Freight				3345.27
<b><u>TOTAL BASE BID ITEMS 1 THRU 11</u></b>					<b><u>\$41,834.97</u></b>

**Written Amount \$ Forty One Thousand Eight Hundred Thirty Four and .97/100**  
 (continued on next page)

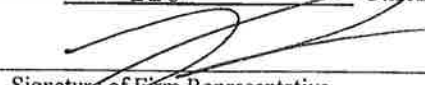
SCHEDULE OF BID ITEMS  
BERT BOSTROM PARK ADA PLAYGROUND  
TOWN OF LAKE PARK BID 108-2018 (CONTINUED)

<u>ITEM</u>	<u>DESCRIPTION</u>		<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
12*	Alternate I- Wavy Tree Climber	ADD	1	Job	L.S.	\$ <u>n/a</u>
13*	Alternate II- Loop Ladder	ADD	1	Job	L.S.	\$ <u>n/a</u>
14	Alternate III - <b>Deduct Line 11</b> -Perimeter Soil Grading & Sod to be accomplished by Town		1		Deduct	\$ <u>800.00</u>

\* Alternates I & II are provide and install.

\*\* Contingency for Permits (Town Building Dept. & P.B. County Fire permit) to be adjusted by Change Order for total greater or less than \$500.00.

.....  
**NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM DATE OF ORDER:** 120 **Calendar Days** for completion of project

Submitted By:  Title: Pres./drp  
Signature of Firm Representative

Name of Firm: Playcore Wisconsin DBA GameTime

Date: 9-6-2018 E-mail Address: robd@gametime.com

Firm Address: PO Box 520700  
Longwood, FL 32752

Firm Telephone No. 800-432-0162

**Submit Bid Package to:**  
Office of the Town Clerk  
Attn: Vivian Mendez  
535 Park Avenue  
Lake Park, Florida 33403

Phone No: 561.881.3311

E-mail: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)



A PLAYCORE COMPANY

GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
 www.playdrp.com

QUOTE  
 #83576

09/06/2018

**Bert Bostrom Park ~ Bid 2018**

Town of Lake Park  
 Attn: Brittany Freeman  
 535 Park Avenue  
 Lake Park, FL 33403  
 Phone: 561-881-3338  
 Fax: 561-881-3314  
 bfreeman@lakeparkflorida.gov

Ship To Zip: 33403

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	-	<i>All Items are priced dependent on each other. If anything is changed or modified, the entire quote will need to be modified. Installation and freight are based on all the work at one time.</i>			
1	-	<i>In order to best comply with ADA access requirements, we strongly suggest an above grade installation. Quote is based on this assumption. Please call for explanation or to revise quote. (plastic borders are not designed to be installed below grade). No Digout is then required. Others to provide ADA compliant Wood Fiber Surfacing</i>			
1		Misc - Idemnification	\$100.00	\$100.00	\$100.00
1		Misc - Meeting, Shop Drawings, ???	\$1,200.00	\$1,200.00	\$1,200.00
1		Misc - Payment & Performance Bond - <i>Not required below \$100,000</i>			
1		Misc - Contingency for Permit Fees	\$500.00	\$500.00	\$500.00
1		Misc - Mobilization, and Marking out PlayCurbs - <i>NOTE : no construction signs provided, only orange security fencing to be used, no toilets on site.</i>	\$500.00	\$500.00	\$500.00
33	4862	Game Time - 12" Playground Border	\$50.00	\$47.00	\$1,551.00
1	161290	Game Time - Geo-Textile 2250 Sqft Roll	\$638.00	\$523.16	\$523.16
1	RDU	Game Time - PT System	\$30,050.00	\$22,537.50	\$22,537.50
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty! Includes installation of borders, fabric and wear mats. ***DAVIS-BACON Wage RATES***</i>	\$9,300.00	\$9,300.00	\$9,300.00
1	178749	Game Time - Owner's Kit	\$53.00	\$53.00	\$53.00
2	4858	Game Time - Access Playcurb-W/Adap	\$512.00	\$481.28	\$962.56
4	209426	Game Time - 36" Sq Wear Matt 3/4" Thick	\$141.00	\$115.62	\$462.48
1		Misc - Perimeter Bahia Sod - delivered and installed	\$800.00	\$800.00	\$800.00

Bert Bostrom Park ~ Bid 2018

QUOTE #83576

09/06/2018

SubTotal: \$38,489.70
Freight: \$3,345.27
Total Amount: \$41,834.97

This quote was prepared by Rob Dominica, President. For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/scaled drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_
Address: \_\_\_\_\_ Address: \_\_\_\_\_
Address: \_\_\_\_\_ Address: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_
Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Title: \_\_\_\_\_ Phone: \_\_\_\_\_
E-Mail: \_\_\_\_\_ Purchase Amount: \$41,834.97



**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

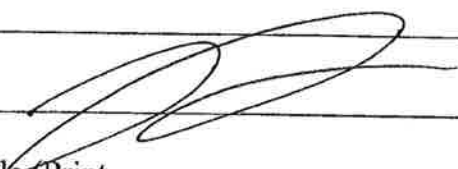
**PART I:**

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

- Addendum #1, Dated \_\_\_\_\_
- Addendum #2, Dated \_\_\_\_\_
- Addendum #3, Dated \_\_\_\_\_
- Addendum #4, Dated \_\_\_\_\_
- Addendum #5, Dated \_\_\_\_\_
- Addendum #6, Dated \_\_\_\_\_
- Addendum #7, Dated \_\_\_\_\_
- Addendum #8, Dated \_\_\_\_\_
- Addendum #9, Dated \_\_\_\_\_
- Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION Just the pre bid meeting mintues.

Firm PlayCore of Wisconsin DBA GameTime  
Name: \_\_\_\_\_  
Signature:  \_\_\_\_\_  
Name and title (Print or Type): Rob Dominica/Pres./drp  
Date: 9-6-2018

## BID BOND

---

**CONTRACTOR:**

*(Name, legal status and address)*

**PlayCore Wisconsin, Inc. dba GameTime**  
**150 PlayCore Drive**  
**Fort Payne, AL 35967**

**SURETY:**

*(Name, legal status and principal place of business)*

**Berkley Insurance Company (a DE Corp.)**  
**475 Steamboat Road**  
**Greenwich, CT 06830**

**OWNER:**

*(Name, legal status and address)*

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**BOND AMOUNT:** Five Percent (5%) of the Total Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

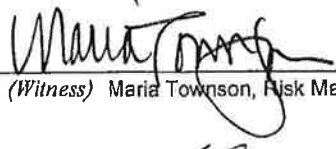
Bert Bostrom Park, Bid # 108-2018

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

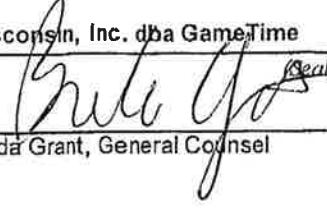
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

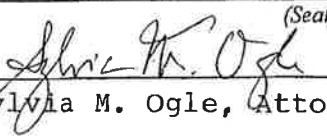
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of September, 2018.

  
\_\_\_\_\_  
(Witness) Maria Townson, Risk Management

  
\_\_\_\_\_  
(Witness) Karina Plis

**PlayCore Wisconsin, Inc. dba GameTime**  
\_\_\_\_\_  
(Principal)  (Seal)  
\_\_\_\_\_  
(Title) Brenda Grant, General Counsel

**Berkley Insurance Company**  
\_\_\_\_\_  
(Surety)  (Seal)  
\_\_\_\_\_  
(Title) Sylvia M. Ogle, Attorney-in-Fact



INSERT BID BOND HERE

**BID FORM: BID No. 108-2018  
BERT BOSTROM PARK  
PLAYGROUND EQUIPMENT**

**Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Forty One Thousand Eight Hundred thirty Four and .97/100  
(\$41,834.97)

Completion: ~~Thirty (30)~~ <sup>120</sup> calendar days after Notice to Proceed [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town].

**Required documents attached?**

(Yes or No)

- Schedule of Bid Items yes
- Acknowledge Addenda # \_\_\_\_ (if issued) yes
- Bid bond (minimum of 5% of total bid (signed)) yes
- 1 Original and 2 copies of the following:
- Bid Form (signed) yes
- Clarifications/Exceptions yes
- List of Subcontractors yes
- 'Drug Free Workplace Cert. (signed) yes
- List of References yes
- Licenses/Certifications (copies of applicable licenses) yes
- Proof of Existing Insurance Coverage yes
- Noncollusion Affidavit of Prime Bidder yes
- Anti-kickback Affidavit yes
- Certification of Eligibility of General Contractor yes
- Certification of Nonsegregated Facilities yes
- Workforce Projection yes
- Certification of Drug-Free Workplace yes

NAME OF FIRM PlayCore Wisconsin Dba GameTime

ADDRESS PO Box 520700  
Longwood, FL. 32752

PHONE# 800-432-0162 FAX# 407-331-4720

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) Rob Dominica/ Pres/drp

POINT OF CONTACT EMAIL ADDRESS: robdom@gametime.com

DATE: 9-6-18 TAX PAYER ID#: 39-1720480

**CLARIFICATIONS/EXCEPTIONS**

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

Please see the attached 6 pages

# Bert Bostrom Park Town of Lake Park

Proposal from  
GameTime/Dominica Recreation Products  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 - [drp@gametime.com](mailto:drp@gametime.com)

### Compliance Guarantee –

IPEMA Certified Playground Components	<b>Certified</b>
Complies to ASTM F 1487-17	<b>Complies</b>
Complies to U.S. CPSC	<b>Complies</b>
Complies with CPSIA	<b>Complies</b>
Complies to <b>ADA</b> requirements as of March 15, 2012	<b>Complies</b>
Manufacturer meets ISO9001 Certification	<b>Certified</b>
Manufacturer meets ISO14001 Green Certification	<b>Certified</b>
Manufacturer meets PCI4000 Paint Certification	<b>Certified</b>
Made in <b>USA</b> Certified	<b>Certified</b>
Designer/Engineer NPSI Certified	<b>Certified</b>
Installer NPSI Certified	<b>Certified</b>
Installer Factory Trained & Certified	<b>Certified</b>
Years Dominica Recreation Products has represented GameTime	<b>50 Years</b>

### Other Notes –

Upright Size	3.5" Aluminum or Steel
Connections	<b>ALL</b> Factory Installed Bolt Thru Connections (no exposed hardware)
Finished Grade	Stickers applied at the factory, not applied at installer discretion
Hardware	Stainless Steel
Primer	Zinc Rich Primer applied to all painted surfaces
Warranty	Equal or better to <b>ALL</b> manufacturers, if you find better, we will match
Liability Insurance	\$51 Million written on the preferred - Each Occurrence
One Company	All equipment, surfacing, borders are from <b>GAMETIME</b>



**Finished Grade –**

**IMPORTANT** – The plans call for the plastic border to be installed below grade and flush with the sidewalk, that is not recommended, and it will not meet ADAAG access requirements. The ramped ADA curb by all companies only has the ramp portion in the middle of the full height (i.e. about 6"). Therefore you would have a 6" drop off from the sidewalk to ramp portion of the curb. Conversely if you install the ramp flush with the sidewalk the borders will rise 6" above the level of the sidewalk.

Our best solution is to install the borders all above grade, as they are intended, and the ramps function as access. Another option would be to complete the entire digout but use no borders at all. The transition from the sidewalk would be flush with the top of the wood fiber.

**Quote and Pricing –**

Our quote is based on the complete scope of the work. It is impossible to break out the pricing of each item and list it separately delivered and installed. If we did that we would have to account for minimum freight and minimum installation charges and pricing would be much higher.

We have provided pricing on your quote form, but we encourage you to review our quote for all the details.

**Time Frame –**

Note our current workload and time frame estimate is about 120 from start of paperwork until completion. We cannot control the permitting time frame and thusly will make not guarantee on a completion date.

**Questions –**

If you have questions or need additional information, do not hesitate to call. We welcome the opportunity to help you get exactly what you want or need.

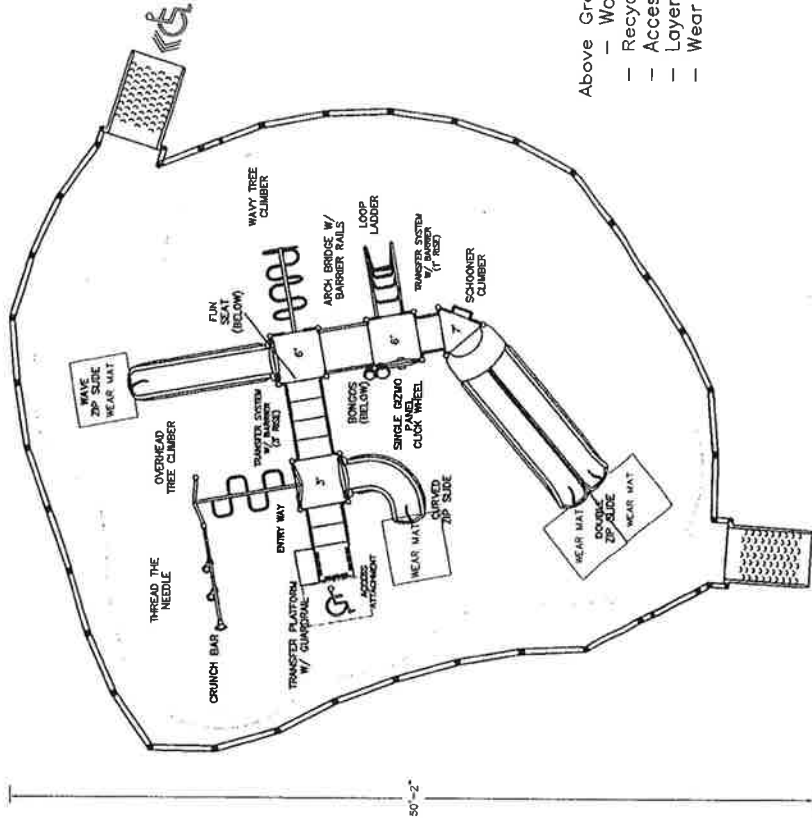
If you require a sales professional to walk the site with you in person please call -  
**Roy May** – 800-432-0162 ext. 116 [roy.may@gametime.com](mailto:roy.may@gametime.com)

For questions about anything else, do not hesitate to contact the owner of the company  
**Rob Dominica** 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

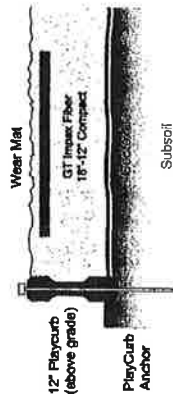
*\*NPSI Certified\* \*ASTM Committee Member\* \*IPEMA Member\* \*ADA Design Consultant Certified\**

NOTE : Plans show a digout of the area with a flush with sidewalk installation. This will NOT work with plastic playcurb borders and be compliant with ADA. Options are 1) above grade installation, or 2) Digout of area no ramp borders installed at all

GameTime Bid is based on above grade installation to be fully compliant with ADA. Please call to discuss or revise.



**Basic Installation**



- Above Grade Installation
- Wood Fiber to be supplied by Others
  - Recycled Plastic PlayCurb Border
  - Accessible PlayCurb Border
  - Layer of Geotextile Fabric
  - Wear Mats beneath Slide Exits



Drawn By: GW  
 Date: 03/21/2017  
 Drawing Name: PT18007

IMPORTANT: See install instructions for each type of equipment, and at depths to meet the consumer Product Safety Commission ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

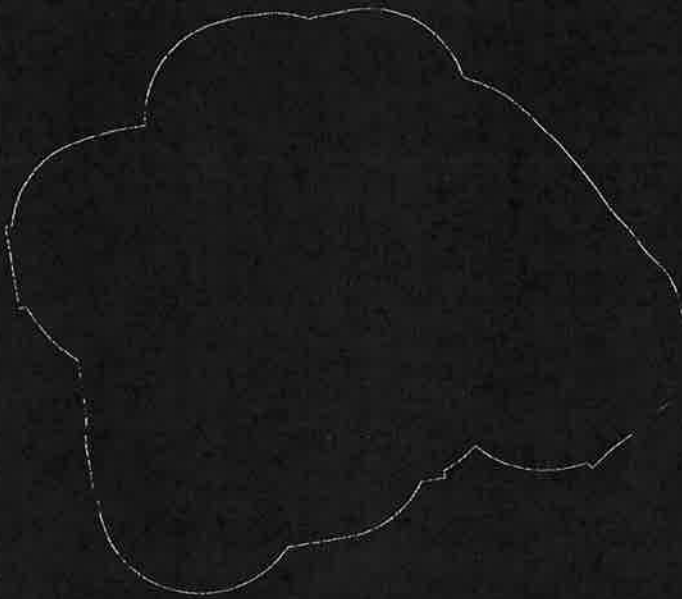
Minimum Area Required: SEE DRAWING  
 Scale: 1" = 5'-0"  
 This drawing can be scaled only when in an 18" x 24" format

This play equipment is recommended for children ages 5-12

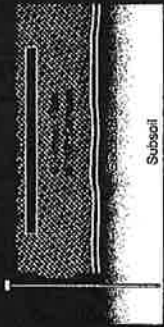
BERT BOSTROM PARK  
 TOWN OF LAKE PARK  
 REPRESENTATIVE  
 DOMINICA RECREATION PRODUCTS

150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com

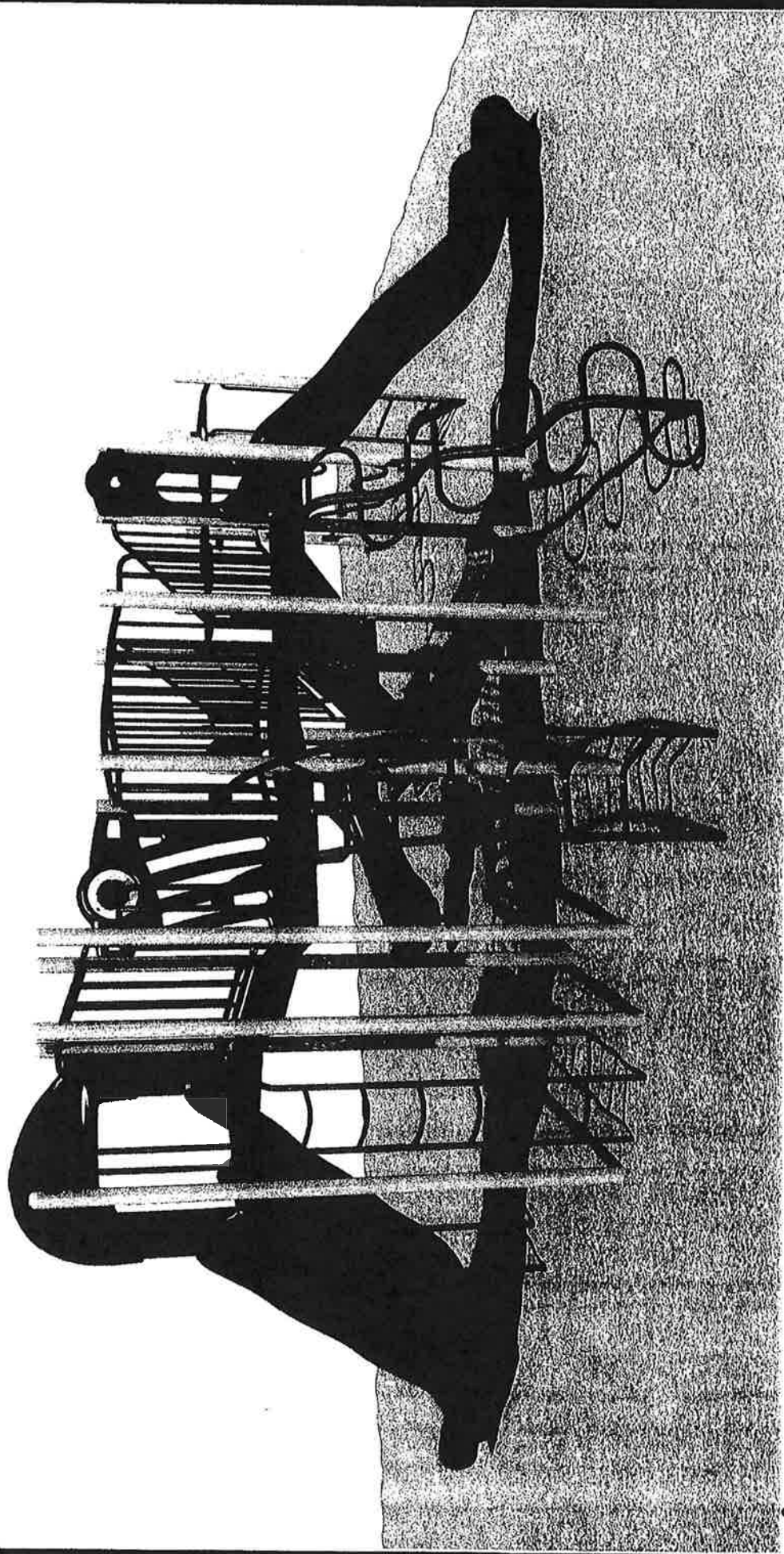




out



Subscri



**drp** Dominica  
Recreation Products  
800.432.0162

Bert Bostrom Park  
Town of Lake Park

**GameTime**  
800.235.2440 | [www.gametime.com](http://www.gametime.com)



**crp** Dominica  
Recreation Products  
800.432.0162

Bert Bostrom Park  
Town of Lake Park

**GameTime**  
PlaySpace  
800.235.2440 | [www.gametime.com](http://www.gametime.com)

**LIST OF SUBCONTRACTORS**

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see '*Instructions To Bidders, 3C*').

<b><u>NAME OF COMPANY</u></b>	<b><u>ADDRESS OF COMPANY</u></b>	<b><u>PHONE/CONTACT</u></b>
-------------------------------	----------------------------------	-----------------------------

1) <u>DW Recreation Services</u>	<u>9951 Equus Circle Boynton Bch. 33472</u>	
----------------------------------	---	--

Donald or Cadace West  
561-818-4819

2) _____		
----------	--	--

3) _____		
----------	--	--

4) _____		
----------	--	--

5) _____		
----------	--	--

**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company/Agency Name: City of New Smyrna Beach  
Address: 210 Sams Avenue  
New Smyrna Beach, FL. 32168

Point of Contact: Faith Miller  
Phone Number: 386-424-2202  
Fax Number: 386-424-2198

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**REFERENCE #2**

Company/Agency Name: Seminole County Parks & Rec  
Address: 845 Lake Markham Road  
Sanford, FL. 32771

Point of Contact: Joe Abel  
Phone Number: 407-665-2180  
Fax Number: 407-665-2179

---

**REFERENCE #3**

Company/Agency Name: City of Kissimmee  
Address: 101 N. Church Street  
Kissimmee, FL. 34741

Point of Contact: Steve Lackey  
Phone Number: 407-518-2342  
Fax Number: 407-932-1958



**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

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

I certify that: \_\_\_\_\_ is engaged as a registered

Name of Firm (Buyer): PLAYCORE WISCONSIN, INC. Wholesaler \_\_\_\_\_  
 Retailer \_\_\_\_\_  
 Address 150 PLAYCORE DRIVE Manufacturer X  
FORT PAYNE, AL 35967 Seller (California) \_\_\_\_\_  
 Lessor (see notes on pages 2 - 4) \_\_\_\_\_  
DBA Gametime Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: MANUFACTURING PARK & PLAYGROUND EQUIPMENT

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>2</sup>	2500-10385	MN <sup>12</sup>	7650829
AR	208136-76-001	MO <sup>13</sup>	76374380
AZ <sup>22</sup>	07-592171-K	NE <sup>4</sup>	0866111
CA <sup>1</sup>	SC OHA 30-634827	NV	475130004-01
CO	09-86448-0000	NJ	1101625
CT <sup>1</sup>	8957318-000	NM <sup>1,15</sup>	01-760531-00-8
DC <sup>3</sup>	N/A	NC <sup>25</sup>	600145727
FL <sup>13</sup>	78-8012403303-5	ND	009723400
GA <sup>6</sup>	200001781977	OK <sup>16</sup>	791018
HI <sup>17</sup>	93453452	RI <sup>1</sup>	92985
ID <sup>14</sup>	003430116-5	SC <sup>18</sup>	099 22453 8
IL <sup>11</sup>	285-242-1	SD <sup>14</sup>	1012-7264-ST
IA	2-00-139416	TN	100253950
KS <sup>24</sup>	115-3960 (O)	TX <sup>19</sup>	1-39-1720480-5
KY	198366	UT	12305216-002-STC
ME <sup>9</sup>	1033057	VT	117815
MD <sup>10</sup>	08549141	WA	A05 9474 13
MI	U 39-1720480	WI <sup>21</sup>	UT 6796

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Robert F. [Signature]  
 Title: Accounting Manager  
 Date: January 16, 2014



# STATE OF ALABAMA

CONTROL NUMBER

281813500

*Robert Byars*  
 I CERTIFY THAT ALL INFORMATION CONTAINED HEREON IS TRUE AND CORRECT. (ISSUED TO 2-8)

County  
 DEKALB

LICENSE NO.  
 393

ACCOUNT NUMBER  
 551 2018

10:12 MICHELL

LICENSE YEAR  
**2017-2018**

GAMETIME  
 PLAYCORE INC.  
 P.O. BOX 680121  
 FORT PAYNE AL 35968

DATE ISSUED		
10	13	17
MO	DAY	YR

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION  
 GAMETIME  
 150 PLAYCORE DR SE  
 FORT PAYNE AL 35967

10 1 2017

EXPIRES

**September 30, 2018**

RENEW IN OCTOBER

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FHR	PENALTY	CITATION	INTEREST	TOTAL
087	FACTORY	300.00	1.00				301.00
084	CONSTRUCTION CO. -OVER \$200K	375.00	1.00				376.00

**TRANSFER OF LICENSE**

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

**Kathleen D. Baxter**  
 State Comptroller

TOTAL 677.00

*Vernon Osborn*  
 Comptroller of Revenue

MAIL FEE

Name of Purchaser

**RONNIE OSBORN**

TOTAL WITH MAIL FEE 677.00

Issuing Authority

Issuing Authority

**INCLUDE PROOF OF PROPER LICENSING/CERTIFICATION  
(APPLICABLE LICENSING TO PERFORM THE REQUIRED  
SERVICES INCLUDING AUTHORIZED APPLICATORS  
CERTIFICATION OF SPECIFIED SYSTEM)**



AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance**

Workers' Compensation (Continued):

TROUB-9D90032-6-18 (AZ, FL, OR, WI, MA)

TC2NUB-9D90031-4-18 (AL CO GA IA IL IN KS KY MD MI MO MT NC NE NV NY OK PA SC TN TX UT)

UB-7J802089-18-14-G (AZ CA CO CT FL GA ID IL IN KS MD MN MO MT NC NH NV NY OK OR PA TN TX WV)

INSURED NAME: PLAYCORE GROUP, INC.  
EFFECTIVE DATE: 08/01/2018 TO 08/01/2019  
POLICY NUMBER: TJ-CAP-9D897065-TIL-18

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

POLICY NUMBER: G2821800A 002

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	As per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INSURED: PLAYCORE GROUP, INC.  
POLICY EFFECTIVE DATES: 08-01-2018 - 08-01-2019

INSURER AFFORDING COVERAGE:  
Westchester Surplus Lines Insurance Co.

POLICY NUMBER: G2821800A 002

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Blanket as required by written contract	All locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**INCLUDE PROOF OF EXISTING INSURANCE**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

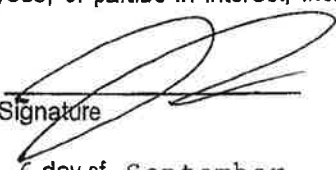
State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Rob Dominica, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is Pres of DRP-Registered agent GameTime the Bidder that has submitted a proposal to perform work for the following project:


Contract #: 108-2018 Project Name: Bret Bostrom Park ADA Playground

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

  
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of September 2018 by Rob Dominica, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Joellen Green  
Notary Public - State of Florida MISSION # GG77022  
EXPIRES: March 31 2021

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Rob Dominica  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am Pres of DRP/Registered agent CameTime the bidder that has  
submitted a proposal to perform work for the following project:

Contract #: 108-2018 Project Name: Bert Bostrom Park ADA Playground

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with  
the work to be performed at the property identified above will be paid to any employee of Palm  
Beach County or, \_\_\_\_\_ as a commission, kickback, reward or gift,  
directly or indirectly by me or any member of my firm or by an officer of the corporation.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of September 2018 by  
Rob Dominica, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

NOTARY SEAL



Notary Signature: \_\_\_\_\_

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

Notary Public-State of Florida

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Rob Dominica, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that  
(1) He/she is the Pres of DRP/Registered Agent hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 108-2018 Project Name: Bert Bostrom Park ADA Playground

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

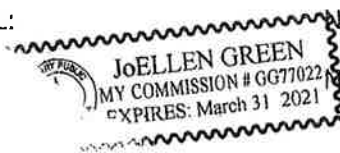
(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this 6 day of September, 2018 by Rob Dominica, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: \_\_\_\_\_

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

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

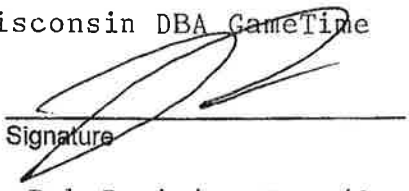
Project Name: Bert Bostrom Park ADA Playground

Company Name and Address:    PlayCore Wisconsin DBA GameTime

PO Box 520700

Longwood, FL.

32752

  
Signature

Rob Dominica Pres/drp  
Name and Title

9-6-18  
Date

WORKFORCE PROJECTION

PROJECT NAME: Town of Lake Park - Bert Bostrom Park Improvements

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: \_\_\_\_\_)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greasemen
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Piledriver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: \_\_\_\_\_)
- Other:
- Other: Operator - Bobcat/Skidsteer  
loaders

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: \_\_\_\_\_)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: Laborer - common/general

Submitted by:

S:\CapImp\p\MUNICIPAL\LakePark\BertBostromPark\_PrkEquip\FederalRequirements.wpd

**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of PlayCore Wisconsin DBA GameTime, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

9-6-18

\_\_\_\_\_  
Authorized Signature (Date)

\_\_\_\_\_  
Rob Dominica/Pres/drp  
Name & title (typed)

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT  
(for use by subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

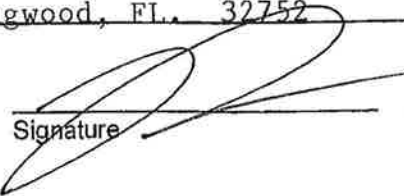
1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.  
Further, I, we, provide the certification set out below:  
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: Bert Bostrom Park ADA Playground

Subcontractor Name: PlayCore Wisconsin DBA GameTime

Address: PO Box 520700 Longwood, FL. 32752

By: Rob Dominica Pres/drp  
Name and Title

  
Signature

9-6-18  
Date





Department of Housing &  
Economic Sustainability

Capital Improvements, Real Estate,  
& Inspection Services

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

[www.pbcgov.com/publin@HES](http://www.pbcgov.com/publin@HES)



Palm Beach County  
Board of County  
Commissioners

Melissa McKinlay, Mayor

Mack Bernat, Vice Mayor

Hal R. Valocchi

Paulette Durdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

September 21, 2018

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

Re: Lake Park – Bert Bostrom Playground Improvements  
HES Construction Contract Award Approval

Dear Mr. Scherle:

Construction contract award to Dominica Recreation Products, Inc., DBA GameTime for \$41,834.97, is hereby approved provided that all applicable procurement requirements established in our agreement for this project have been followed. This approval is also subject to the following:

1. **Contract:** Provide HES with a copy of the executed construction contract as bid and the payment and performance bond. Assure that the executed contract, and all subcontracts, contain the "Requirements for Federally Funded Projects" previously provided to you, as well as the wage decision(s) applicable to this project.

Note 1: Please notify HES at 233-3614 of the contract award date. Once you notify us of the award date, we shall schedule and conduct our portion of the pre-construction conference in connection with matters related to the Federal requirements associated with this project. We shall not require an invitation to attend the construction portion of the pre-construction conference that you will conduct.

Note 2: The wage decision(s) applicable to this project:  
- FL180225 Mod -0- Highway

Note 3: The bid opening date for this project was on 9/10/18. If the contract is awarded after 12/9/18, which is more than 90 days after the bid opening date, and if at that time the applicable wage decision(s) have been changed or modified, then you will be required to incorporate these changes or modifications into your contract and subcontract documents.



Town of Lake Park  
Mr. Scherle – Page 2

2. Notice to Proceed: Provide DES a copy of the Notice to Proceed in electronic form.
3. Construction Schedule: Within thirty (30) days from the execution of the construction contract, please provide a copy of the prime contractor's schedule for the completion of the construction work under the contract.
4. Funding Level: Based on HES's current level of funding for this project, the City shall disburse the first \$3,636.97 towards the \$41,834.97 contract amount and provide this office with documentation in this regard. DES will then fund the remaining \$38,198 presently available in this project's budget in the form of a reimbursement to the City. In order to receive reimbursement, you must submit documentation evidencing the City's expenditure which shall consist of the contractor's payment request (such as AIA form G702) signed by the Contractor and the project Engineer, a schedule of values showing the completed work, and a copy of the City's check tendered in payment. The City shall also provide a reimbursement request letter, on the City's letterhead, referencing the name of this project, the date of the project funding Agreement with the County and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request.
5. Change Orders: Request HES's approval prior to awarding any change orders for this project.
6. Subcontractor Required Forms: Provide HES with a completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant, for each subcontractor.
7. Construction Retainage and Davis-Bacon Act Compliance: As required by our agreement, you must apply a retainage of at least 5% on all construction draws which retainage shall be released in conjunction with the final draw upon satisfactory completion of the project. Also, according to our agreement, please do not release such retainage until you have obtained approval from HES that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.
8. Monthly Report: Please be reminded to submit your Monthly Narrative Report as required in our agreement.



Town of Lake Park  
Mr. Scherle – Page 3

9. Contract Award Report: Submit the enclosed Contract Award Report as follows:
  - With your first request for reimbursement, but no later than September 30 of the year during which the construction contract was awarded. Provide information for the prime contractor and all known subcontractors at that time.
  - With your final reimbursement request. Provide updated contract award information for the project including all additional subcontractors not known at the time of the first report.
10. Section 3: Advise HES of your efforts to comply with the Section 3 requirements applicable to this project, and submit the enclosed Section 3 Subrecipient Report with your final reimbursement request.

Should you require any further information on the above, please contact Bud Cheney, Manager, CIREIS, at 561-233-3691.

Sincerely,

A handwritten signature in cursive script that reads "Jonathan Brown".

Jonathan Brown, Director  
Department of Housing & Economic Sustainability

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**Town of Lake Park  
Bert Bostrom Park  
Bid 108-2018**



ATTACHMENT 3

Represented by : Dominica Recreation Products since 1969  
P.O. Box 520700 • Longwood, FL 32752-0700

**SCHEDULE OF BID ITEMS**  
**BERT BOSTROM PARK ADA PLAYGROUND**  
**TOWN OF LAKE PARK BID 108-2018**

**BID DUE DATE: September 10, 2018; 2:30 p.m. EST**

**CONTACT PERSON WITH TOWN: Vivian Mendez, Town Clerk, (561)881-3311**  
**Please bid the following consistent with the Technical Specifications and Eight Sheet Plan Set**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	Indemnification	1	Job	\$100.00	\$ 100.00
2	General Conditions incl. meetings, shop drawings, structural requirements, Notice of Commencement.	1	Job	L.S.	\$ 1200.00
3	Payment Bond & Performance Bond	1	Job	L.S.	\$ n/a
4	**Contingency for Permits (Town Building Dept., & P.B County Fire)	1	Job	\$500.00	\$ 500.00
5	Mobilization, incl. signage, <sup>orange</sup> site security (fencing), <del>chemical toilet</del> & rough-out marking for play curb. XXXXXXXXXXXX	1	Job	L.S	\$ 500.00
6	Furnish & Install Play Curb Incl. fine grading under curb & staking	140	L.F.	\$ 33	\$ 1551.00
7	Furnish & Install Geotextile Underlayment	1400	S.F.	\$ 2250	\$ 523.16
8	Furnish & Install Base Bid Playset Components	1	Job	L.S	31,837.50
8B	Owners kit	1			<del>\$1,887.50</del> 53.00
9	Furnish & Install ADA ramps w/ adapters	2	EA.	\$ 2	\$ 962.56
10	Furnish & Install Wear Mat 36" X 36"	4	EA.	\$ 4	\$ 462.48
11	Perimeter soil grading and Bahia Sod (Town to Provide Top Soil).	68	S.Y.		800.00
12.	Freight				3345.27
<b>TOTAL BASE BID ITEMS 1 THRU 11</b>					<b>\$41,834.97</b>

**Written Amount \$** Forty One Thousand Eight Hundred Thirty Four and .97/100  
 (continued on next page)

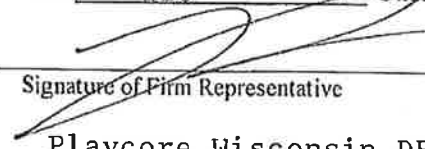
SCHEDULE OF BID ITEMS  
BERT BOSTROM PARK ADA PLAYGROUND  
TOWN OF LAKE PARK BID 108-2018 (CONTINUED)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
12*	Alternate I- Wavy Tree Climber	ADD	1	Job	L.S. \$ <u>n/a</u>
13*	Alternate II- Loop Ladder	ADD	1	Job	L.S. \$ <u>n/a</u>
14	Alternate III - <b>Deduct Line 11</b> -Perimeter Soil Grading & Sod to be accomplished by Town		1		Deduct \$ <u>800.00</u>

\* Alternates I & II are provide and install.

\*\* Contingency for Permits (Town Building Dept. & P.B. County Fire permit) to be adjusted by Change Order for total greater or less than \$500.00.

.....  
**NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM DATE OF ORDER:** 120 Calendar Days for completion of project

Submitted By:  Title: Pres./drp  
 Signature of Firm Representative

Name of Firm: Playcore Wisconsin DBA GameTime

Date: 9-6-2018 E-mail Address: robd@gametime.com

Firm Address: PO Box 520700  
Longwood, FL 32752

Firm Telephone No. 800-432-0162

Submit Bid Package to:  
 Office of the Town Clerk  
 Attn: Vivian Mendez  
 535 Park Avenue  
 Lake Park, Florida 33403

Phone No: 561.881.3311

E-mail: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)



A PLAYCORE Company

GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
 www.playdrp.com

QUOTE  
 #83576

09/06/2018

**Bert Bostrom Park ~ Bid 2018**

Town of Lake Park  
 Attn: Brittany Freeman  
 535 Park Avenue  
 Lake Park, FL 33403  
 Phone: 561-881-3338  
 Fax: 561-881-3314  
 bfreeman@lakeparkflorida.gov

Ship To Zip: 33403

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	-	<i>All Items are priced dependent on each other. If anything is changed or modified, the entire quote will need to be modified. Installation and freight are based on all the work at one time.</i>			
1	-	<i>In order to best comply with ADA access requirements, we strongly suggest an above grade installation. Quote is based on this assumption. Please call for explanation or to revise quote. (plastic borders are not designed to be installed below grade). No Digout is then required. Others to provide ADA compliant Wood Fiber Surfacing</i>			
1		Misc - Idemnification	\$100.00	\$100.00	\$100.00
1		Misc - Meeting, Shop Drawings, ???	\$1,200.00	\$1,200.00	\$1,200.00
1		Misc - Payment & Performance Bond - <i>Not required below \$100,000</i>			
1		Misc - Contingency for Permit Fees	\$500.00	\$500.00	\$500.00
1		Misc - Mobilization, and Marking out PlayCurbs - <i>NOTE : no construction signs provided, only orange security fencing to be used, no toilets on site.</i>	\$500.00	\$500.00	\$500.00
33	4862	Game Time - 12" Playground Border	\$50.00	\$47.00	\$1,551.00
1	161290	Game Time - Geo-Textile 2250 Sqft Roll	\$638.00	\$523.16	\$523.16
1	RDU	Game Time - PT System	\$30,050.00	\$22,537.50	\$22,537.50
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty! Includes installation of borders, fabric and wear mats. ***DAVIS-BACON Wage RATES***</i>	\$9,300.00	\$9,300.00	\$9,300.00
1	178749	Game Time - Owner's Kit	\$53.00	\$53.00	\$53.00
2	4858	Game Time - Access Playcurb-W/Adap	\$512.00	\$481.28	\$962.56
4	209426	Game Time - 36" Sq Wear Matt 3/4" Thick	\$141.00	\$115.62	\$462.48
1		Misc - Perimeter Bahia Sod - delivered and installed	\$800.00	\$800.00	\$800.00

Bert Bostrom Park ~ Bid 2018

QUOTE #83576

09/06/2018

SubTotal: \$38,489.70
Freight: \$3,345.27
Total Amount: \$41,834.97

This quote was prepared by Rob Dominica, President. For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime. Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independet installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil.

ORDER INFORMATION

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_
Address: \_\_\_\_\_ Address: \_\_\_\_\_
Address: \_\_\_\_\_ Address: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_
Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Title: \_\_\_\_\_ Phone: \_\_\_\_\_
E-Mail: \_\_\_\_\_ Purchase Amount: \$41,834.97



**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

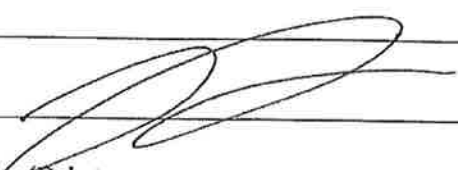
**PART I:**

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

- Addendum #1, Dated \_\_\_\_\_
- Addendum #2, Dated \_\_\_\_\_
- Addendum #3, Dated \_\_\_\_\_
- Addendum #4, Dated \_\_\_\_\_
- Addendum #5, Dated \_\_\_\_\_
- Addendum #6, Dated \_\_\_\_\_
- Addendum #7, Dated \_\_\_\_\_
- Addendum #8, Dated \_\_\_\_\_
- Addendum #9, Dated \_\_\_\_\_
- Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION Just the pre bid meeting mintues.

Firm PlayCore of Wisconsin DBA GameTime  
Name: \_\_\_\_\_  
Signature:  \_\_\_\_\_  
Name and title (Print or Type): Rob Dominica/Pres./drp  
Date: 9-6-2018

# BID BOND

---

**CONTRACTOR:**

*(Name, legal status and address)*

**PlayCore Wisconsin, Inc. dba GameTime  
150 PlayCore Drive  
Fort Payne, AL 35967**

**SURETY:**

*(Name, legal status and principal place of business)*

**Berkley Insurance Company (a DE Corp.)  
475 Steamboat Road  
Greenwich, CT 06830**

**OWNER:**

*(Name, legal status and address)*

**Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403**

**BOND AMOUNT:** Five Percent (5%) of the Total Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

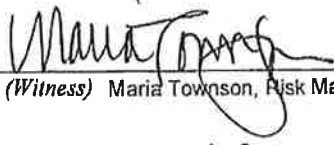
**Bert Bostrom Park, Bid # 108-2018**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of September, 2018.



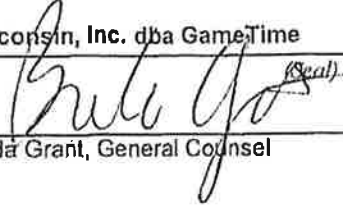
(Witness) Maria Townson, Risk Management



(Witness) Karina Plis

**PlayCore Wisconsin, Inc. dba GameTime**

(Principal)



(Seal)

(Title) Brenda Grant, General Counsel

**Berkley Insurance Company**

(Surety)



(Seal)

(Title) Sylvia M. Ogle, Attorney-in-Fact



INSERT BID BOND HERE

**BID FORM: BID No. 108-2018  
BERT BOSTROM PARK  
PLAYGROUND EQUIPMENT**

**Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

Forty One Thousand Eight Hundred thirty Four (and .97/100) (\$41,834.97)

Completion: ~~Thirty (30)~~ <sup>120</sup> calendar days after Notice to Proceed [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town].

Required documents attached?	(Yes or No)
- Schedule of Bid Items	<u>yes</u>
- Acknowledge Addenda # ____ (if issued)	<u>yes</u>
- Bid bond (minimum of 5% of total bid (signed)	<u>yes</u>
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	<u>yes</u>
- Clarifications/Exceptions	<u>yes</u>
- List of Subcontractors	<u>yes</u>
- 'Drug Free Workplace Cert. (signed)	<u>yes</u>
- List of References	<u>yes</u>
- Licenses/Certifications (copies of applicable licenses)	<u>yes</u>
- Proof of Existing Insurance Coverage	<u>yes</u>
- Noncollusion Affidavit of Prime Bidder	<u>yes</u>
- Anti-kickback Affidavit	<u>yes</u>
- Certification of Eligibility of General Contractor	<u>yes</u>
- Certification of Nonsegrated Facilities	<u>yes</u>
- Workforce Projection	<u>yes</u>
- Certification of Drug-Free Workplace	<u>yes</u>

NAME OF FIRM PlayCore Wisconsin Dba GameTime

ADDRESS PO Box 520700  
Longwood, FL. 32752

PHONE# 800-432-0162 FAX# 407-331-4720

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) Rob Dominica/ Pres/drp

POINT OF CONTACT EMAIL ADDRESS: robdom@gametime.com

DATE: 9-6-18 TAX PAYER ID#: 39-1720480

**CLARIFICATIONS/EXCEPTIONS**

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

Please see the attached 6 pages



A PLAYCORE company

**drp** Dominica

Recreation Products

# Bert Bostrom Park Town of Lake Park

Proposal from  
GameTime/Dominica Recreation Products  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 - [drp@gametime.com](mailto:drp@gametime.com)

### Compliance Guarantee -

IPEMA Certified Playground Components	<b>Certified</b>
Complies to ASTM F 1487-17	<b>Complies</b>
Complies to U.S. CPSC	<b>Complies</b>
Complies with CPSIA	<b>Complies</b>
Complies to <b>ADA</b> requirements as of March 15, 2012	<b>Complies</b>
Manufacturer meets ISO9001 Certification	<b>Certified</b>
Manufacturer meets ISO14001 Green Certification	<b>Certified</b>
Manufacturer meets PCI4000 Paint Certification	<b>Certified</b>
Made in <b>USA</b> Certified	<b>Certified</b>
Designer/Engineer NPSI Certified	<b>Certified</b>
Installer NPSI Certified	<b>Certified</b>
Installer Factory Trained & Certified	<b>Certified</b>
Years Dominica Recreation Products has represented GameTime	<b>50 Years</b>

### Other Notes -

Upright Size	3.5" Aluminum or Steel
Connections	<b>ALL</b> Factory Installed Bolt Thru Connections (no exposed hardware)
Finished Grade	Stickers applied at the factory, not applied at installer discretion
Hardware	Stainless Steel
Primer	Zinc Rich Primer applied to all painted surfaces
Warranty	Equal or better to <b>ALL</b> manufacturers, if you find better, we will match
Liability Insurance	\$51 Million written on the preferred - Each Occurrence
One Company	All equipment, surfacing, borders are from <b>GAMETIME</b>



**Finished Grade –**

**IMPORTANT –** The plans call for the plastic border to be installed below grade and flush with the sidewalk, that is not recommended, and it will not meet ADAAG access requirements. The ramped ADA curb by all companies only has the ramp portion in the middle of the full height (i.e. about 6"). Therefore you would have a 6" drop off from the sidewalk to ramp portion of the curb. Conversely if you install the ramp flush with the sidewalk the borders will rise 6" above the level of the sidewalk.

Our best solution is to install the borders all above grade, as they are intended, and the ramps function as access. Another option would be to complete the entire digout but use no borders at all. The transition from the sidewalk would be flush with the top of the wood fiber.

**Quote and Pricing –**

Our quote is based on the complete scope of the work. It is impossible to break out the pricing of each item and list it separately delivered and installed. If we did that we would have to account for minimum freight and minimum installation charges and pricing would be much higher.

We have provided pricing on your quote form, but we encourage you to review our quote for all the details.

**Time Frame –**

Note our current workload and time frame estimate is about 120 from start of paperwork until completion. We cannot control the permitting time frame and thusly will make not guarantee on a completion date.

**Questions –**

If you have questions or need additional information, do not hesitate to call. We welcome the opportunity to help you get exactly what you want or need.

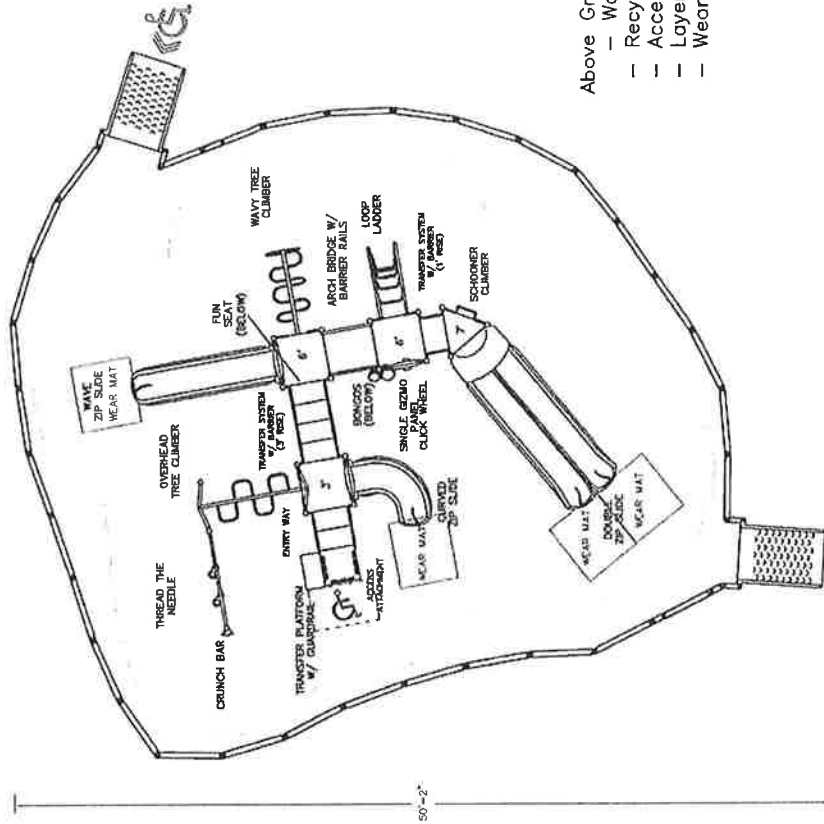
If you require a sales professional to walk the site with you in person please call -  
**Roy May** – 800-432-0162 ext. 116 [roy.may@gametime.com](mailto:roy.may@gametime.com)

For questions about anything else, do not hesitate to contact the owner of the company  
**Rob Dominica** 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

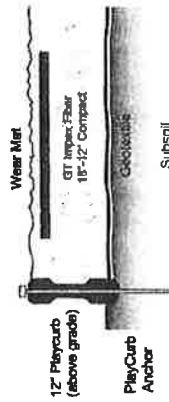
*\*NPSI Certified\* \*ASTM Committee Member\* \*IPEMA Member\* \*ADA Design Consultant Certified\**

NOTE : Plans show a digout of the area with a flush with sidewalk installation. This will NOT work with plastic playcurb borders and be compliant with ADA. Options are 1) above grade installation, or 2) Digout of area no ramp borders installed at all

GameTime Bid is based on above grade installation to be fully compliant with ADA. Please call to discuss or revise.



**Basic Installation**



- Above Grade Installation
- Wood Fiber to be supplied by Others
  - Recycled Plastic PlayCurb Border
  - Accessible PlayCurb Border
  - Layer of Geotextile Fabric
  - Wear Mats beneath Slide Exits



Project By:  
GM  
Date:  
03/21/2017  
Drawing Name:  
PT16007

IMPORTANT: Soil retention surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and as approved by the U.S. Consumer Product Safety Commission, ASTM standard F 1477 and Canadian Standard CANC5A-2.611

Minimum Area Required:  
**SEE DRAWING**  
Scale: 1" = 5'-0"  
This drawing can be scaled only when in an 18" x 24" format

This play equipment is recommended for children ages 5-12

**BERT BOSTROM PARK  
TOWN OF LAKE PARK**  
Representative  
**DOMINICA RECREATION PRODUCTS**

**150 PlayCore Drive SE  
Fort Payne, AL 35967**  
[www.gameptime.com](http://www.gameptime.com)

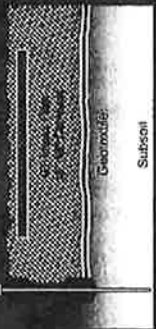


LOT W

ROUTE



Grading, Irrigation,  
 Wood Piles, etc. as approved by other  
 agencies, and any other  
 applicable provisions of the  
 State of Georgia Code,  
 and all other laws, rules and  
 regulations.

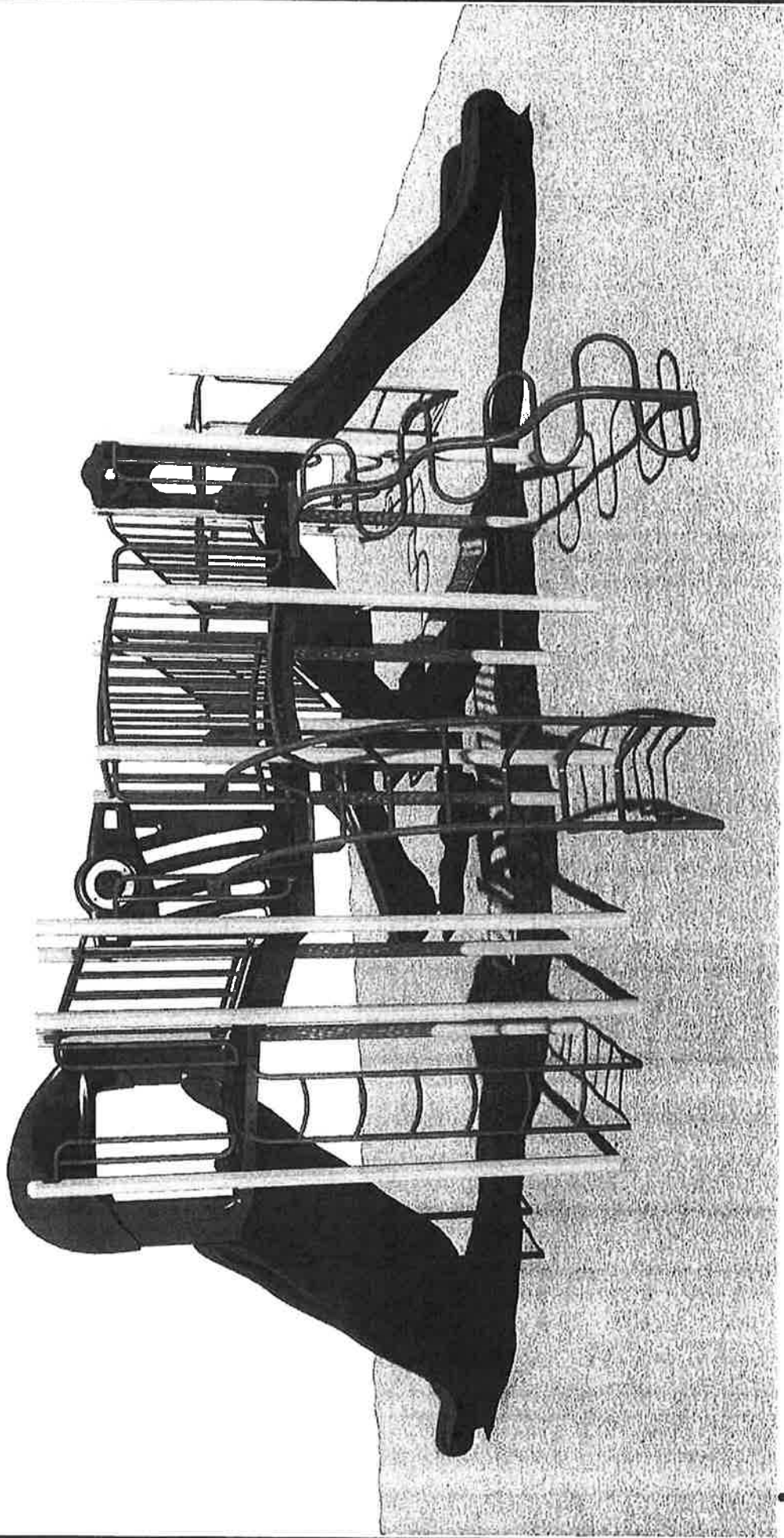


BERT BOGGS PARK  
 TOWN OF LISBON

160 W. Coura Drive SE  
 Port Payne, AL 35967

WWW.CITYOFPORTPAYNE.COM

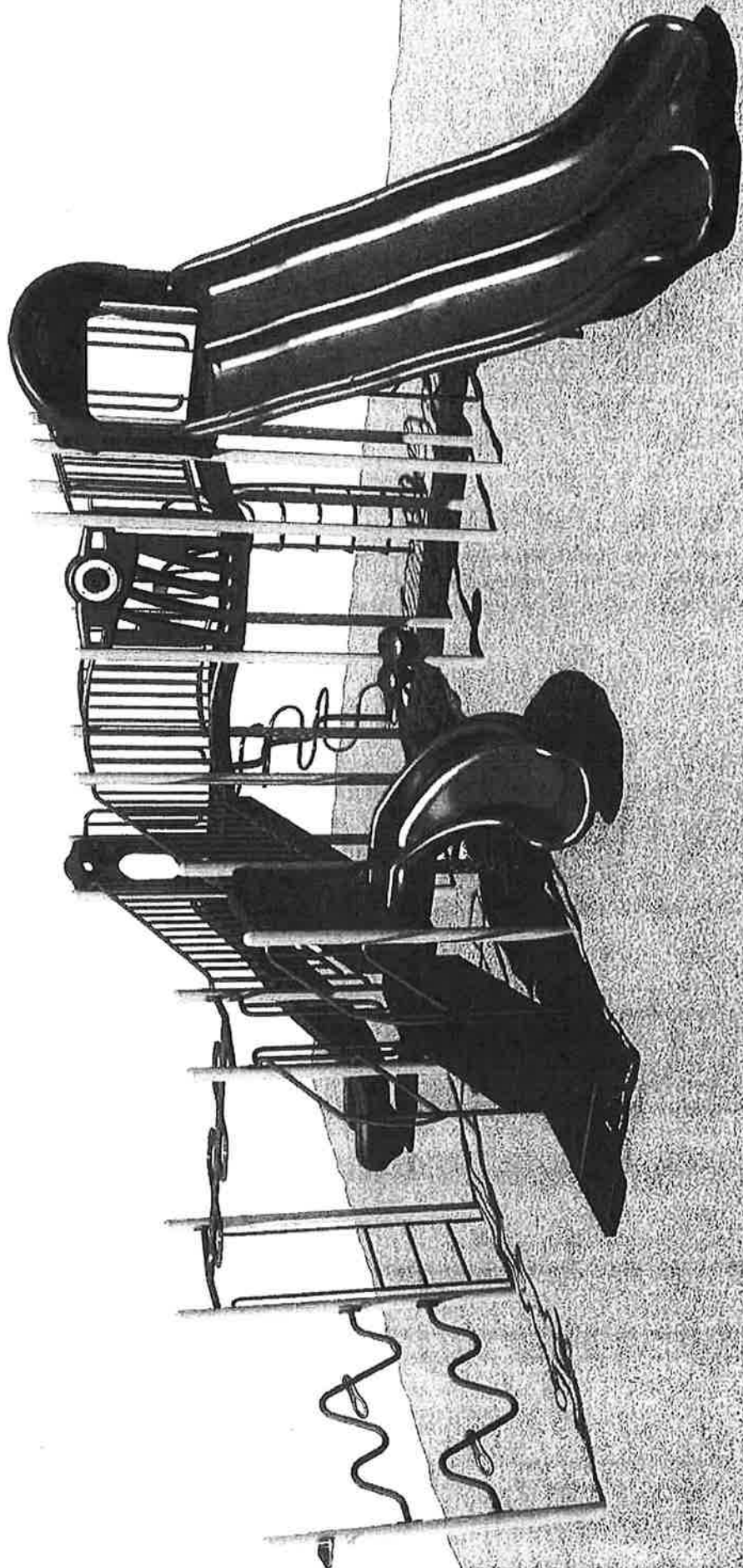




**drp** Dominica  
Recreation Products  
800.432.0162

Bert Bostrom Park  
Town of Lake Park

**Gameline**  
A PlaySpace Company  
800.235.2440 / www.gameline.com



**GameTime**  
A P/ACORE Company  
800.235.7440 | www.gametime.com

**Bert Bostrom Park  
Town of Lake Park**

**crp** Dominica  
Recreation Products  
800.432.0162

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager (see 'Instructions To Bidders, 3C').

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) DW Recreation Services	9951 Equus Circle Boynton Bch.	33472 Donald or Cadace West 561-818-4819
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____



**LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

**REFERENCE #1**

Company/Agency Name: City of New Smyrna Beach  
Address: 210 Sams Avenue  
New Smyrna Beach, FL. 32168

Point of Contact: Faith Miller  
Phone Number: 386-424-2202  
Fax Number: 386-424-2198

---

**REFERENCE #2**

Company/Agency Name: Seminole County Parks & Rec  
Address: 845 Lake Markham Road  
Sanford, FL. 32771

Point of Contact: Joe Abel  
Phone Number: 407-665-2180  
Fax Number: 407-665-2179

---

**REFERENCE #3**

Company/Agency Name: City of Kissimmee  
Address: 101 N. Church Street  
Kissimmee, FL. 34741

Point of Contact: Steve Lackey  
Phone Number: 407-518-2342  
Fax Number: 407-932-1958

**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

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

I certify that: \_\_\_\_\_ is engaged as a registered

Name of Firm (Buyer): PLAYCORE WISCONSIN, INC. Wholesaler \_\_\_\_\_  
 Address 150 PLAYCORE DRIVE Retailer \_\_\_\_\_  
FORT PAYNE, AL 35967 Manufacturer X \_\_\_\_\_  
DBA Gametime Seller (California) \_\_\_\_\_  
 Lessor (see notes on pages 2 - 4) \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: MANUFACTURING PARK & PLAYGROUND EQUIPMENT

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>2</sup>	2500-10385	MN <sup>12</sup>	7650829
AR	208136-76-001	MO <sup>13</sup>	76374380
AZ <sup>21</sup>	07-592171-K	NE <sup>14</sup>	0866111
CA <sup>1</sup>	SC OHA 30-634827	NV	475130004-01
CO	09-86448-0000	NJ	1101625
CT <sup>1</sup>	8957318-000	NM <sup>15</sup>	01-760531-00-8
DC <sup>3</sup>	N/A	NC <sup>23</sup>	600145727
FL	78-8012403303-5	ND	009723400
GA <sup>6</sup>	200001781977	OK <sup>16</sup>	791018
HI <sup>7</sup>	93453452	RI	92985
ID	003430116-5	SC <sup>18</sup>	099 22453 8
IL <sup>1</sup>	285-242-1	SD	1012-7264-ST
IA	2-00-139416	TN	100253950
KS	115-3960 (O)	TX <sup>19</sup>	1-39-1720480-5
KY <sup>24</sup>	198366	UT	12305216-002-STC
ME <sup>9</sup>	1033057	VT	117815
MD <sup>10</sup>	08549141	WA <sup>20</sup>	A05 9474 13
MI <sup>11</sup>	U 39-1720480	WI <sup>21</sup>	DT 6796

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: [Signature]  
 Title: Accounting Manager  
 Date: January 16, 2014



# STATE OF ALABAMA

CONTROL NUMBER

281813500

X Robert Byars  
 I CERTIFY THAT ALL INFORMATION CONTAINED HEREON IS TRUE AND CORRECT. (10702-8)

County  
DEKALB

LICENSE NO.  
393

ACCOUNT NUMBER  
551 2018

10:12 MICHELL

LICENSE YEAR  
**2017-2018**

GAMETIME  
PLAYCORE INC.  
P.O. BOX 680121  
FORT PAYNE AL 35968

DATE ISSUED		
10	13	17
MO	DAY	YR

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION  
GAMETIME  
150 PLAYCORE DR SE  
FORT PAYNE AL 35967

10 1 2017

EXPIRES

**September 30, 2018**

RENEW IN OCTOBER

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
087	FACTORY	300.00	1.00				301.00
084	CONSTRUCTION CO. -OVER \$200K	375.00	1.00				376.00

**TRANSFER OF LICENSE**

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter  
State Comptroller

TOTAL 677.00

Ronnie Osborn  
Comptroller of Revenue

MAIL FEE

Name of Purchaser

**RONNIE OSBORN**

TOTAL WITH MAIL FEE 677.00

Issuing Authority

Issuing Authority

**INCLUDE PROOF OF PROPER LICENSING/CERTIFICATION  
(APPLICABLE LICENSING TO PERFORM THE REQUIRED  
SERVICES INCLUDING AUTHORIZED APPLICATORS  
CERTIFICATION OF SPECIFIED SYSTEM)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. Two Alliance Center 3560 Lanox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta_CertRequest@marsh.com / Fax: 212-848-4321 CN102326380-CAS-GAUWX-18-18	<b>CONTACT NAME:</b> PHONE: (Fac. No. Ext): E-MAIL ADDRESS:	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(B) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>26674</td> </tr> <tr> <td>INSURER C : National Union Fire Insurance Co. of Pittsburgh, PA</td> <td>18445</td> </tr> <tr> <td>INSURER D : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E : Liberty Surplus Insurance Corp</td> <td>10725</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(B) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Fire Insurance Company	10030	INSURER B : Travelers Property Casualty Company Of America	26674	INSURER C : National Union Fire Insurance Co. of Pittsburgh, PA	18445	INSURER D : Phoenix Insurance Company	25623	INSURER E : Liberty Surplus Insurance Corp	10725	INSURER F :
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INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-004720415-28      **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ.  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		G2821800A 002	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		TJ-CAP-9D897065TIL-18	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp J Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE 014788208	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TROUB-9D90032-6-18 TC2N08-9D90031-4-18 UB-7J802089-18-14-G (See Additional Page.)	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> <b>Excess Umbrella</b>		1000054456-08	08/01/2018	08/01/2019	Each Occurrence 25,000,000 Aggregate 25,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
For Information Only

### CERTIFICATE HOLDER

GameTime  
A Division of PlayCore Wisconsin, Inc.  
150 PlayCore Drive SE  
Fort Payne, AL 35967

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance**

Workers' Compensation (Continued):

TROUB-9D90032-6-18 (AZ, FL, OR, WI, MA)

TC2NUB-9D90031-4-18 (AL CO GA IA IL IN KS KY MD MI MO MT NC NE NV NY OK PA SC TN TX UT)

UB-7J802089-18-14-G (AZ CA CO CT FL GA ID IL IN KS MD MN MO MT NC NH NV NY OK OR PA TN TX WV)

INSURED NAME: PLAYCORE GROUP, INC.  
EFFECTIVE DATE: 08/01/2018 TO 08/01/2019  
POLICY NUMBER: TJ-CAP-9D897065-TIL-18

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	As per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INSURED: PLAYCORE GROUP, INC.  
POLICY EFFECTIVE DATES: 08-01-2018 - 08-01-2019

INSURER AFFORDING COVERAGE:  
Westchester Surplus Lines Insurance Co.

POLICY NUMBER: G2821800A 002

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**INCLUDE PROOF OF EXISTING INSURANCE**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

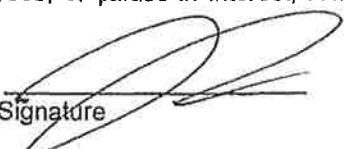
State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Rob Dominica, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is Pres of DRP-Registered agent GameTime the Bidder that has submitted a proposal to perform work for the following project:

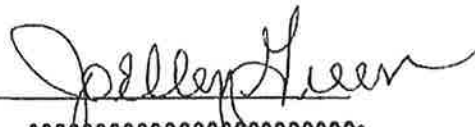
Contract #: 108-2018 Project Name: Bret Bostrom Park ADA Playground

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;  
(3) Such Bid is genuine and is not a collusive or sham Bid;  
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and  
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

  
Signature

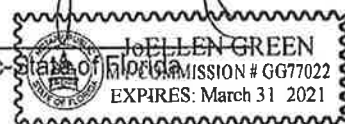
Subscribed and sworn to (or affirmed) before me this 6 day of September 2018 by Rob Dominica, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: 

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

Notary Public - State of Florida



ANTI-KICKBACK AFFIDAVIT

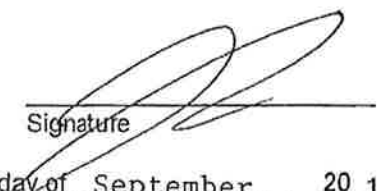
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Rob Dominica  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am Pres of DRP/Registered agent GameTime the bidder that has submitted a proposal to perform work for the following project:

Contract #: 108-2018 Project Name: Bert Bostrom Park ADA Playground


(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, \_\_\_\_\_ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of September 2018 by Rob Dominica, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL



Notary Signature: 

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

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Rob Dominica, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that  
(1) He/she is the Pres of DRP/Registered Agent hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 108-2018 Project Name: Bert Bostrom Park ADA Playground

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

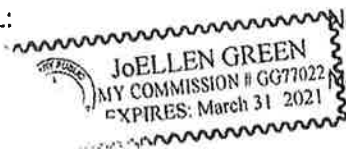
(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature

Subscribed and sworn to (or affirmed) before me this 6 day of September, 2018 by Rob Dominica, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: \_\_\_\_\_

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

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

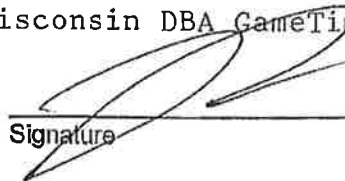
Project Name: Bert Bostrom Park ADA Playground

Company Name and Address: PlayCore Wisconsin DBA GameTime

PO Box 520700

Longwood, FL.

32752

  
Signature

Rob Dominica Pres/drp  
Name and Title

9-6-18  
Date

WORKFORCE PROJECTION

PROJECT NAME:	Town of Lake Park - Bert Bostrom Park Improvements
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: \_\_\_\_\_)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greasemen
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Piledriver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: \_\_\_\_\_)
- Other:
- Other: *Operator - Bobcat/Skidsteer  
waders*

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: \_\_\_\_\_)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: *laborer - common/general*

Submitted by: \_\_\_\_\_

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of PlayCore Wisconsin DBA GameTime, maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

9-6-18

Rob Dominica/Pres/drp  
Name & title (typed)

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT  
(for use by subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.  
Further, I, we, provide the certification set out below:  
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: Bert Bostrom Park ADA Playground

Subcontractor Name: PlayCore Wisconsin DBA GameTime

Address: PO Box 520700 Longwood, FL. 32752

By: Rob Dominica Pres/drp [Signature] 9-6-18  
Name and Title Signature Date