



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, January 18, 2012, 7:00 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kendall Rumsey</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Tim Stevens</b>	—	<b>Commissioner</b>
<hr/>		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**

F. **PRESENTATION:**

1. View Video of "Fill in the Gaps Holiday Project" Event at Lake Shore Park Tab 1
2. Certificate of Appreciation in Honor of Lt. John Hill Jr., of the Palm Beach County Sheriff's Office Tab 2

G. **PUBLIC and OTHER COMMENT:**

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.

- H. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

**Recommended For Approval:**

3. Regular Commission Meeting Minutes of January 4, 2012 Tab 3  
4. Award the Purchase of Engineered Wood Fiber (ADA Mulch to the Low Bidder, Rep Services, Inc. Tab 4

I. **ORDINANCE ON FIRST READING:**

5. Ordinance No. 03-2012 Retired Police Officers Pension Fund Tab 5  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING ORDINANCE 13-2003 WHICH CREATED A TRUST FUND FOR THE PURPOSE OF PAYING PENSION, DISABILITY AND SURVIVOR BENEFITS FOR RETIREES OF THE LAKE PARK POLICE PENSION FUND; PROVIDING FOR THE AMENDMENT OF SECTION 7 PROVIDING FOR THE ADMINISTRATION OF THE TRUST; PROVIDING FOR THE AMENDMENT OF SECTION 8 PERTAINING TO THE TRUST'S FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

J. **PUBLIC HEARING:**  
**ORDINANCE ON SECOND READING:**

\*\*\*\*\* OPEN PUBLIC HEARING\*\*\*\*\*

- A. Staff Report  
B. Public Comments  
C. Commission Deliberation

6. Ordinance No. 01-2012 Remove Black Olive from Protected Tree List Tab 6  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34, ARTICLE I; SECTION 34-2 OF THE TOWN CODE, ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Staff Report

**E. Public Comments**

**F. Commission Deliberation**

**7. Ordinance No. 02-2012 Interest Rate for Code Violations**

**Tab 7**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-37, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO THE STATUTORY INTEREST RATE TO BE APPLIED TO FINES WHICH HAVE ACCRUED FROM CODE ENFORCEMENT PROCEEDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.**

**\*\*\*\*\* CLOSE PUBLIC HEARING\*\*\*\*\***

**K. DISCUSSION AND POSSIBLE ACTION**

**8. Award of Bert Bostrom Park Restroom-Storage Building (Design-Build) to Ahrens Companies**

**Tab 8**

**L. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**

**M. ADJOURNMENT:**

# Presentation

# TAB 1



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** January 18, 2012

**Agenda Item No.** Tab 1

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                 |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input type="checkbox"/> CONSENT AGENDA             |
| <input checked="" type="checkbox"/> Other: Video     |   |

**SUBJECT:** View Video of "Fill in the Gaps Holiday Project" Event at Lake Shore Park

**RECOMMENDED MOTION/ACTION:** N/A

Approved by Town Manager M. Davis Date: 1/9/12

Name/Title \_\_\_\_\_ Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b>  Mayor DuBois	<b>Costs:</b> \$ N/A  Funding Source:  Acct. #	<b>Attachments:</b>  N/A
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u>  Please initial one.

**Summary Explanation/Background:** The Palm Beach County Sheriff's Office in conjunction with the Bridges of Lake Park hosted a Christmas event on December 17, 2011 for the

**second year at Lake Shore Park for the children of Lake Park. Children received gifts, met Santa and had a fun filled day. The Mayor requested that a brief video of the event be shown to the Town Commission and the public at large.**

# TAB 2





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: January 18, 2012**

**Agenda Item No. Tab 2**

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING                                       | <input type="checkbox"/> RESOLUTION                 |
| <input type="checkbox"/> ORDINANCE ON FIRST READING                           | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING                          | <input type="checkbox"/> BID/RFP AWARD              |
| <input checked="" type="checkbox"/> PRESENTATION/PROCLAMATION                 | <input type="checkbox"/> CONSENT AGENDA             |
| <input checked="" type="checkbox"/> Other: <b>Certificate of Appreciation</b> |   |

**SUBJECT: Certificate of Appreciation in Honor of Lieutenant John C. Hill, Jr. of the Palm Beach County Sheriff's Office**

**RECOMMENDED MOTION/ACTION: Approval of Certificate**

Approved by Town Manager *W. Lewis* Date: *1/12/12*  
*Samuel McWhorter* *1/9/2012*  
 Name/Title *HA DIRECTOR* Date of Actual Submittal

<b>Originating Department:</b> Town Manager	<b>Costs:</b> \$ -0-  Funding Source:  Acct. #	<b>Attachments:</b> Copy of Certificate
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<b>Yes I have notified everyone <u>BMT</u></b> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

**During the period of August 2011 through November 2011, Lieutenant Pete Palenzuela, Commander of the Palm Beach County Sheriff's Office District 10 – Lake Park, was in training. During his absence, Lieutenant John C. Hill, Jr. served as Acting Commander. The purpose of this agenda item is to present Lt. Hill with a Certificate of Appreciation for the leadership and service that he provided in this capacity.**



# TOWN OF LAKE PARK

## CERTIFICATE OF APPRECIATION

*is hereby granted to*

*Lieutenant John C. Hill, Jr.  
of the  
Palm Beach County Sheriff's Office*

*for His Leadership and Service  
as Acting Commander of the  
Palm Beach County Sheriff's Office  
District 10 – Town of Lake Park  
during the Period of August 2011 through November 2011*

*Awarded: January 18, 2012*

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*Mayor James DuBois*

# Consent Agenda

# TAB 3



**Town of Lake Park Town Commission  
Agenda Request Form**

**Meeting Date:** January 18, 2012

**Agenda Item No.** Tab 3

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Regular Commission Meeting Minutes of January 4, 2012

**RECOMMENDED MOTION/ACTION:** To Approve the Regular Commission Meeting Minutes of January 4, 2012

Approved by Town Manager Vin Lly for Maria Shaw Canada Date: 1/11/2012  
 Name/Title Shaw Canada Date of Actual Submittal 1/11/12

<b>Originating Department</b>  Town Clerk	Costs: \$0  Funding Source: 0  Acct. # 0	<b>Attachments:</b> Agenda Meeting Minutes
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <u>YML</u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>YML</u> <b>Please initial one.</b>

**Summary Explanation/Background:**



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, January 4, 2012,  
Immediately Following the  
CRA Board Meeting,  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kendall Rumsey</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Tim Stevens</b>	—	<b>Commissioner</b>
.....		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

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A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PUBLIC and OTHER COMMENT:

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

G. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items

unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

**Recommended For Approval:**

1. Regular Commission Meeting Minutes December 7, 2011 Tab 1
2. Regular Commission Meeting Minutes December 21, 2011 Tab 2
3. Resolution No. 01-01-12 Job Description for the Position of Event Assistant Tab 3

**H. ORDINANCE ON FIRST READING:**

4. Ordinance No. 01-2012 Remove Black Olive from Protected Tree List Tab 4  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34, ARTICLE I; SECTION 34-2 OF THE TOWN CODE, ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Ordinance No. -2012 Interest Rate for Code Violations Tab 5  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-37, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO THE STATUTORY INTEREST RATE TO BE APPLIED TO FINES WHICH HAVE ACCRUED FROM CODE ENFORCEMENT PROCEEDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

**I. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**

**J. ADJOURNMENT:**





**Minutes  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, January 4, 2012 8:23 p.m.  
Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 4, 2012 at 8:23 p.m. Present were Mayor James DuBois, Vice-Mayor Kendall Rumsey, Commissioners Steven Hockman, Jeanine Longtin and Tim Stevens, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

Vice-Mayor Rumsey led the Invocation and Mayor DuBois led the Pledge of Allegiance. Town Clerk Vivian Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA:**

None

**Motion: A motion was made by Commissioner Longtin to approve the Agenda; Commissioner Stevens made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

**PUBLIC AND OTHER COMMENTS:**

None

**CONSENT AGENDA ITEMS:**

1. Regular Commission Meeting Minutes December 7, 2011
2. Regular Commission Meeting Minutes December 21, 2011
3. Resolution No. 01-01-12 Event Assistant

Commissioner Longtin requested that each item be discussed separately.

**1. Regular Commission Meeting Minutes of December 7, 2011**

**Motion: A motion was made by Commissioner Hockman to approve item number 1 on the Consent Agenda; Commissioner Stevens made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1

**2. Regular Commission Meeting Minutes of December 21, 2011**

**Motion: A motion was made by Commissioner Hockman to approve item 2 on the Consent Agenda; Commissioner Stevens made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1

**3. Resolution No. 01-01-12 Event Assistant Job Description**

Town Manager Davis explained that this job description was created to clarify the roles and duties of personnel assisting with events. She noted that the former Recreation Director was using Camp Counselors to perform this duty. She states that as personnel

leave the position of Camp Counselor a job description has become necessary in order to solicit applications for this position. The person hired will work on an as needed basis. She advised that the job description for a Camp Counselor does not fit with what an Event Assistant does. Therefore, an Event Assistant job description was created.

Commissioner Hockman asked if there are persons in mind for this position or will the Town be advertising for the position being created.

Town Manager Davis advised that there is one person on staff whom the Town has used in the past on an as needed basis. She stated that the Town would like to advertise this position to create a pool of individuals to be used on an as needed basis and that they would be paid by the hour. She explained that for the Town events the funds needed are already budgeted. She noted that the Town cannot advertise for a Camp Counselor and then have the person hired perform Event Assistant activities; a specific job description is required. She noted that this does not impact the budget.

Commissioner Hockman asked for clarification of job duties and asked if we are not trying to get a Recreation Director.

Town Manager Davis advised that this would just be an hourly worker who would assist the Recreation Director by setting up tables, chairs, putting out barricades, setting up tents and related activities.

Commissioner Hockman asked if there is a limit to the hours and times this individual would work.

Town Manager Davis explained that the position is budgeted for Town events and that there is oversight of the position and that the budget would not be exceeded. She further advised that when facilities are rented, the renter pays for the labor related to the use of the facility. She noted that this item would have no effect on the budget.

Vice-Mayor Rumsey asked if we can advertise this position just online and not in the Palm Beach Post and use all the means available to advertise this position at no cost to the Town.

Town Manager Davis responded "yes".

Vice-Mayor Rumsey asked that we not spend any money on this ad.

Commissioner Stevens asked how much was budgeted in Fiscal Year 2012 for this.

Town Manager Davis advised she did not have the budget amount at this time.

**Motion: A motion was made by Commissioner Stevens to approve item 3 on the Consent Agenda; Vice Mayor Rumsey made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin		X	
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 4-1

**Ordinance On First Reading:**

**4. Ordinance No. 01-2012 Remove Black Olive from Protected Tree List**

Town Attorney Baird explained that the Ordinance would remove the Black Olive from the list of protected trees.

Town Manager Davis explained that this is a housekeeping item that was brought to the Town's attention when a resident wanted to remove a Black Olive from their yard. She noted that the Black Olive tree should not be on the protected tree list.

**Motion: A motion was made by Vice Mayor Rumsey to approve the Ordinance on First Reading; Vice Mayor Rumsey made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Town Attorney Baird read the Ordinance into the record by caption only.

**5. Ordinance No. 02-2012 Interest Rate for Code Violations**

Nadia DiTommaso, Community Development Director, explained that the Code currently contains an interest rate for Code liens and that State Statutes 55.03 was changed in 2011 requiring that the interest rate be changed on a quarterly basis instead of on a yearly basis. Therefore, instead of bringing back an Ordinance to change the rate on a quarterly basis this Ordinance would change the Code to reference the State Statutes and provide for staff to use the interest rate in effect at the time the lien is levied. She noted that the interest rate is set by the Palm Beach County Chief Financial Officer on a quarterly basis.

Mayor DuBois asked how this will be handled administratively.

Ms. DiTommaso responded that a member of the Community Development staff will be handling this.

**Motion: A motion was made by Commissioner Hockman to approve the Ordinance on First Reading; Commissioner Stevens made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Hockman	X		
Commissioner Longtin	X		
Commissioner Stevens	X		
Vice-Mayor Rumsey	X		
Mayor DuBois	X		

Motion passed 5-0

Town Attorney Baird read the Ordinance into the record by caption only.

**COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Hockman** wished everyone a Happy Holiday and a Happy New Year.

**Vice-Mayor Rumsey** asked if we were on track for the Kelsey Park Green Market on Sundays beginning on January 22, 2012.

Ms. DiTommaso responded “yes”.

**Commissioner Stevens** thanked staff for providing the Florida League of Cities Salary Survey. He asked about the Town Manager’s contract and re-negotiation of salary.

Town Manager Davis advised that the contract specifically states to re-negotiate the contract sixty (60) days’ advance notice must be given or it automatically renews. She advised notice would have been required in November of 2011.

Commissioner Longtin stated she thought the Town Manager contract could be re-negotiated at any time.

Town Attorney Baird explained that termination requires 60 days' advance notice or it automatically renews.

**Commissioner Longtin** stated she still does not know what the funds donated to the Community Garden are being used for or the function and purpose of the CDC and what affiliation the CDC has to the Town. She wished everyone a happy Martin Luther King Jr. Day.

**Mayor DuBois** thanked everyone for the holiday decorations around Town. He advised that on December 20, 2011 he was appointed by the Palm Beach County Board of County Commissioners to the Treasure Coast Regional Planning Council. He stated that he attended a presentation by the Florida Department of Transportation of the Fast Start Program, which would provide rail transportation to Northern Palm Beach County using the CSX railroad tracks. He noted that he has requested that the Florida Department of Transportation and the Florida East Coast Railway both present their plans before the Town Commission in the near future.

**Town Manager Davis** advised that the tree planting and plaque unveiling in memory of former Mayor Desca DuBois would be on Saturday January 7, 2012 at 10:00 a.m. at Kelsey Park immediately followed by refreshments at the Evergreen House. She stated that at the last Commission Meeting, Coach Michael O'Rourke spoke about volunteers being required to submit for drug screening and physicals. She advised she reviewed the policy and that the procedure requiring volunteers to submit to a drug screening and physical has been suspended. She noted that criminal background screening would be continued but the drug screening and physical requirement was onerous. She also stated that Coach O'Rourke had voluntarily consented to take the drug test and physical. She congratulated Mayor DuBois for his appointment to the Treasure Coast Regional Planning Council. She noted his appointment is important for the Town. She noted that there will be a sewer construction project beginning approximately January 9, 2012 in the 700 block of West Ilex and West Jasmine in the easements and alleyway during the evening.

Vice Mayor Rumsey asked for a status update on the Army Corp of Engineers.

Town Manager Davis stated that the Army had a bid protest and that has delayed the design of the project. She advised she would follow-up.

Vice Mayor Rumsey advised he had noticed equipment on the property.

Nadia DiTommaso, Community Development Director, advised that Palm Beach County is currently doing median improvements on West Park Avenue and that they are storing equipment for the project on the property.

**Attorney Baird** advised that as part of the Inspector General lawsuit, the parties are required to participate in mediation. He advised that the required mediation would be held on February 9, 2012, assuming all parties agree to the date. He explained that all the cities involved in the lawsuit are being requested to have a quorum present at the mediation. His recommendation is that at least one member of the Commission be present at the meeting. He advised that the mediation would be after 10:00 am and the possible location is Palm Beach State College. He would advise more when information is available.

Mayor DuBois asked if the Commission members need to advertise attendance at mediation meeting prior to the day of the meeting.

Attorney Baird advised the meeting will be an advertised sunshine meeting and any member of the Commission can attend and notice of attendance was not required. He recommended that at least the Mayor attend and other members if possible. He advised that mediation of the Marina case would be on January 23, 2012. He advised he has received no additional information regarding the Sober House legislation. He advised that there was a bill ready to file in the House by Representative Hager from Boca Raton. He stated that the Cities of Boca Raton and Delray Beach expressed concerns about the legislation and the concerns could not be alleviated and that Representative Hager had withdrawn support for the bill. He then received a call from Representative Hager's aide requesting that support from all the stakeholders be sought and advised that the legislation would amend chapter 397 instead of chapter 419 of State Statutes. He advised that he needs to talk with Mr. Gomez regarding any conflicts with changing the Statute with the Department of Children and Families as that is the entity that regulates chapter 397 State Statutes. He advised that at this point it is a pending issue and that there appears to be support for the amended legislation.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Stevens and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 9:03 p.m.

\_\_\_\_\_  
Mayor James DuBois

\_\_\_\_\_  
Town Clerk, Vivian Lemley, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2012



# TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2012

Agenda Item No. *Tab 4*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Award the Purchase of Engineered Wood Fiber (ADA Mulch) to the Low Bidder, Rep Services, Inc. in the Amount of \$10,885.00.

**RECOMMENDED MOTION/ACTION:** Approve the Award.

Approved by Town Manager *Vin Lerly for Maria Davis* Date: *1/10/12*  
*DH* January 9, 2012  
 David Hunt / Public Works Director Date of Actual Submittal

<b>Originating Department:</b>  Public Works	Cost: \$10,885.00  Funding Source: Recreation & Gn ds. Maint. 2012 Budgets  Acct. #: 600-52000 406-52000	Attachments:  - (3) Written Proposals. - Quote Summary Sheet - Florida Corporate Information
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u><i>AMC 1/10/12</i></u> <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input checked="" type="checkbox"/> Public Works <u><i>DH</i></u> <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>DH</i></u> Please initial one.

**Summary Explanation/Background:**

**Park accessibility and playground safety requires an obstruction-free, cushioned surface. Engineered Wood Fiber (ADA Mulch) is placed annually in Lake Shore Park, Bert Bostram Playground and now Ilex Park to replenish the walking path and playground surfaces.**

**Five vendors were contacted by phone and/or e-mail and asked to provide written proposals for the purchase and delivery of approximately 400 cubic yards of material. This material is placed throughout the parks by the Town's Public Works Department.**

**Three vendors responded with the low quote being submitted by Rep Services, Inc. (see attached spreadsheet). There are budgeted funds available to make this purchase.**

**It is recommended that the Town Commission approve the award of the purchase and delivery of 400 cubic yards of Engineered Wood Fiber to Rep Services, Inc. based upon their low quote of \$10,885.00.**

TOWN OF LAKE PARK  
PUBLIC WORKS DEPARTMENT  
FACILITIES MAINTENANCE/RECREATION BUDGETS

**QUOTES TO SUPPLY ENGINEERED WOOD FIBER (ADA MULCH)  
FOR WALKING PATHS AND PLAYGROUNDS**

COMPANY	ADDRESS	PHONE #	E-MAIL	CONTACT	# OF YARDS DELIVERED	TOTAL COST	COST PER YD DELIVERED	RANK
Advanced Recreational Concepts, LLC	3125 Skyway Circle Melbourne, FL 32934	772.643.3360	<a href="mailto:jkagan@arcflorida.com">jkagan@arcflorida.com</a>	Jeff Kagan	360	10,960.00	\$30.44	2
Kids Play, Inc.	PO Box 1008 Hartselle, AL	888.895.5437	<a href="mailto:kspears@hiwaay.net">kspears@hiwaay.net</a>	Karen Spears	360	11,410.00	\$31.69	3
Rep Services, Inc.	585 Technology Park Lake Mary, FL 32746	407.831.9658	<a href="mailto:kfurman@repervices.com">kfurman@repervices.com</a>	Kevin Furman	400	10,885.00	\$27.21	1
Bliss Products		772.215.8873	<a href="mailto:ranman098@aol.com">ranman098@aol.com</a>	Randy Jones			no response	
Kool Playgrounds		407.891.8017					no response	



# Advanced Recreational Concepts, LLC

3125 Skyway Circle  
Melbourne, FL 32934

Toll Free - 1-866-957-2355/Toll Free Fax - 1-866-957-2356

## Proposal

Prepared For Dave Hunt  
 Organization Town of Lake Park  
 650 Old Dixie Highway  
 Lake Park, FL 33403  
 Customer Phone (561)881-3345  
 Customer Fax (561)881-3349  
 County Palm Beach  
 Ship To Various Parks  
 Town of Lake Park  
 Lake Park, FL 33403

Date 12/29/2011  
 Quotation # 10799  
 Prepared By Traci Wilson  
 Terms 50% on order/50% on Completion

Prices Valid Until 1/28/2012

Project Name **OPTION 2 MULCH**

Est. Ship Date 6-8 Weeks After Approval

Product ID	Description	Qty	Price	Total
Wood Mulch	Supply of 360 Cubic Yards of ADA Wood Mulch - Pricing Based on Clay County Contract # 08/09-3 - INSTALLATION TO BE DONE BY OTHERS	360	30.50	10,980.00T
Discount	ADDITIONAL DISCOUNT		-2,800.00	-2,800.00T
Freight	Freight Charges - Pricing is Based on (4) Truck Loads of 90 Cubic Yards Each Being Delivered at Separate Times THIS IS AN ESTIMATE ONLY. Due to the volatile nature of the transportation industry, freight charges may be re-quoted at the time of order.	4	695.00	2,780.00
Notes	Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, site security, safety surfacing, or installation unless otherwise noted above. Freight charges are predicated on all items being ordered and shipped at the same time.		0.00	0.00T

Thank you for the opportunity to work with you and we look forward to future endeavors.

**Subtotal** \$10,960.00  
**Sales Tax (0.0%)** \$0.00  
**Total** \$10,960.00

In the unlikely event that Advanced Recreational Concepts, LLC is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all reasonable costs, fees, expenses, and attorney fees incurred by ARC, LLC, including but not limited to any and all reasonable costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 psf. If during excavation of foundations necessary per manufacturers specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed.



# Advanced Recreational Concepts, LLC

3125 Skyway Circle  
Melbourne, FL 32934

Toll Free - 1-866-957-2355/Toll Free Fax - 1-866-957-2356

## Proposal

Prepared For Dave Hunt  
 Organization Town of Lake Park  
 650 Old Dixie Highway  
 Lake Park, FL 33403  
 Customer Phone (561)881-3345  
 Customer Fax (561)881-3349  
 County Palm Beach  
 Ship To Various Parks  
 Town of Lake Park  
 Lake Park, FL 33403

Date 12/29/2011  
 Quotation # 10794  
 Prepared By Traci Wilson  
 Terms 50% on order/50% on Completion

Prices Valid Until 1/28/2012

Project Name **OPTION 1 MULCH**

Est. Ship Date 6-8 Weeks After Approval

Product ID	Description	Qty	Price	Total
Wood Mulch	Supply of 450 Cubic Yards of ADA Wood Mulch - Pricing Based on Clay County Contract # 08/09-3 - INSTALLATION TO BE DONE BY OTHERS	450	30.50	13,725.00T
Discount	ADDITIONAL DISCOUNT		-3,500.00	-3,500.00T
Freight	Freight Charges - Pricing is Based on (5) Truck Loads of 90 Cubic Yards Each Being Delivered at Separate Times THIS IS AN ESTIMATE ONLY. Due to the volatile nature of the transportation industry, freight charges may be re-quoted at the time of order.	5	695.00	3,475.00
Notes	Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, site security, safety surfacing, or installation unless otherwise noted above. Freight charges are predicated on all items being ordered and shipped at the same time.		0.00	0.00T

Thank you for the opportunity to work with you and we look forward to future endeavors.

**Subtotal** \$13,700.00

**Sales Tax (0.0%)** \$0.00

In the unlikely event that Advanced Recreational Concepts, LLC is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all reasonable costs, fees, expenses, and attorney fees incurred by ARC, LLC, including but not limited to any and all reasonable costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

**Total** \$13,700.00

Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_ P.O. # \_\_\_\_\_

The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 psf. If during excavation of foundations necessary per manufacturers specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed.



Your Playground Connection™

POST OFFICE BOX #1008  
 HARTSELLE, AL 35640  
 PHONE: (256) 784-5560  
 FAX (256)784-5549

# Estimate

Date	Estimate #
12/28/2011	11498

Name / Address
TOWN OF LAKE PARK DAVE HUNT 650 OLD DIXIE HWY. LAKE PARK, FL 33403

Ship To
600 LAKE SHORE DRIVE 316 6TH STREET LAKE PARK, FL 33403 CUST. WILL LET US KNOW HOW MANY LOADS GO TO EACH SITE

P.O. No.	Terms	Due Date	Rep	Project
	Due on receipt	12/28/2011	RMM	WOOD CARPET Q...

Item	Description	Qty	Rate	Total
800-092	WOOD CARPET, TRUCKS ONLY HOLD 90 CUBIC YARDS, 360 CUBIC YARDS FOR 4 TRUCK LOADS	360	24.75	8,910.00
FREIGHT	FREIGHT  TRUCKS ONLY HOLD 90 CUBIC YARDS, FREIGHT INCLUDES FUEL SURCHARGE	4	625.00	2,500.00

<b>Subtotal</b>	\$11,410.00
<b>Sales Tax (7.0%)</b>	\$0.00
<b>Total</b>	\$11,410.00

E-mail	Web Site
kspears@hiwaay.net	www.kidsplayinc.com

Signature \_\_\_\_\_



Please make POs and contracts out to:  
Rep Services, Inc.  
585 Technology Park  
Lake Mary, FL 32746-6239

Please mail checks to:  
Rep Services, Inc.  
585 Technology Park  
Lake Mary, FL 32746-6239

<b>Proposed To:</b> Town of Lake Park 650 Old Dixie Highway Lake Park, FL 33403	<b>Ship To:</b> Town of Lake Park 650 Old Dixie Highway Lake Park, FL 33403	<b>Bill To:</b> Town of Lake Park 650 Old Dixie Highway Lake Park, FL 33403
<b>Attn:</b> David Hunt <b>Phone:</b> 561-881-3345 <b>Fax:</b> 561-881-3349	<b>Attn:</b> David Hunt <b>Phone:</b> 561-881-3345 <b>Fax:</b> 561-881-3349	<b>Attn:</b> David Hunt <b>Phone:</b> 561-881-3345 <b>Fax:</b> 561-881-3349 <b>Terms:</b> See below

<b>Project No:</b> 7505	<b>Project Name:</b> Town of Lake Park-EWF 2012	<b>Project Contact:</b> David Hunt
<b>Proposal No:</b> 7505.01	<b>Proposal Name:</b> Town of Lake Park EWF	<b>Project Location:</b> 650 Old Dixie Highway Lake Park, FL 33403
<b>Proposal Date:</b> 1/4/2012	<b>Proposal Expires:</b> 2/3/2012	
<b>For Questions Contact:</b> Tricia Thomas Ph #: 407-831-9658 x226 E-Mail: trivers@repservices.com		
<b>Sales Consultant:</b> Kevin Furman Ph #: 561-333-4451 E-Mail: kfurman@repservices.com <b>Option:</b> A <b>Rev:</b> 0 <b>Input By:</b> TT - 1/4/2012		

<b>Vendor:</b> Irvine Wood Recovery 531170	<b>Proj Drawings:</b>	<b>Freight:</b> Prepaid	<b>Ship Method:</b> Best Way	<b>FOB:</b> Destination	
<b>Part No</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Wt</b>	<b>Unit Price</b>	<b>Ext Price</b>
Surfacing	RSI-EWF-M	400 Engineered Wood Fiber for Playground, per cubic yard	0	19.38	7,752.00
<b>Total Product:</b>			0		\$7,752.00
				<b>Freight Charge:</b>	\$3,133.00
				<b>Irvine Wood Recovery Total:</b>	\$10,885.00

**General Terms of Sale and Proposal Summary**

Government: Net 30	<b>Product:</b>	\$7,752.00
With Credit Approval: 50% down, Net 30	<b>Freight:</b>	\$3,133.00
All Others: *50% down, Balance Prior to Shipment	<b>Proposal Total:</b>	\$10,885.00
*Note: Orders less than \$5,000 require check with order		

**Notes**

100 Cubic Yards delivered to: 600 Lake Shore Drive, Lake Park, FL 33403  
300 Cubic Yards delivered to: 316 6th Street, Lake Park, FL 33403

Delivery for both locations will be 5-7 days apart.

ORDERS PLACED BASED ON THIS PROPOSAL ARE SUBJECT TO SHIP WITHIN MANUFACTURER'S STANDARD LEAD TIME. REQUESTS FOR EXTENDED SHIPPING TIMES MAY RESULT IN ADDITIONAL COSTS, SUCH AS FREIGHT INCREASES, RAW MATERIAL COST INCREASES, ETC.

BE SURE TO PLACE YOUR ORDER BEFORE THE EXPIRATION DATE SHOWN ABOVE TO SECURE THE PRICES ON THIS PROPOSAL.

**ENGINEERED WOOD FIBER:**  
Drainage is extremely important to the long term performance of your playground surfacing. Consult a Landscape Architect, Engineer or qualified contractor for information on how to achieve proper drainage on your site and beneath the play surfacing. Geotextile fabric is required as a separation layer between the wood material and the free draining subsurface. The geotextile fabric separating the wood material from the subsurface should be free of standing water within 30 minutes after the rain ceases. A minimum of a 12" depth of surfacing material must be maintained at all times.

\*\*\* This is a natural product. Particle size, texture and color may vary from a tan to a dark brown due to the natural conditions of the environment.  
\*\*\* IPEMA CERTIFIED AS "Engineered Wood Fiber Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard."

This proposal is for Engineered Wood Fiber playground surfacing delivered to the site. THIS PROPOSAL DOES NOT INCLUDE MOVING THE SURFACING MATERIAL FROM THE DELIVERY SITE TO THE PLAYGROUND. NOR DOES IT INCLUDE SPREADING OF THE PRODUCT. CUSTOMER MUST MAKE SEPARATE ARRANGEMENTS TO HAVE THE WOOD SURFACING PLACED AND SPREAD IN THE PLAYGROUND AREA.

Freight prices are subject to an energy/fuel surcharge if implemented between the time of quote and placement of order.

This proposal is presented by



585 Technology Park · Lake Mary, FL 32746-6239  
407.831.9658 (P) · 407.834.5366 (F) · 800.992.5357  
[www.repservices.com](http://www.repservices.com) sales@repservices.com



To order, please sign below and return to Rep Services Inc. at the address or fax number noted below. Thank You.

Name

Date

*This proposal is presented by*



**REP SERVICES, INC.**

*Experts at Play & Outdoor Spaces*

585 Technology Park · Lake Mary, FL 32746-6239  
407.831.9658 (P) · 407.834.5366 (F) · 800.992.5357  
[www.rep-services.com](http://www.rep-services.com)      [sales@rep-services.com](mailto:sales@rep-services.com)



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No Events

No Name History

## Detail by Entity Name

### Florida Profit Corporation

REP SERVICES, INC.

### Filing Information

**Document Number** L25288  
**FEI/EIN Number** 592978507  
**Date Filed** 10/24/1989  
**State** FL  
**Status** ACTIVE  
**Effective Date** 10/19/1989

### Principal Address

585 TECHNOLOGY PARK  
LAKE MARY FL 32746-6239 US

Changed 09/21/2011

### Mailing Address

585 TECHNOLOGY PARK  
LAKE MARY FL 32746-6239 US

Changed 09/21/2011

### Registered Agent Name & Address

ALMON, J.T. II  
305 ALLISON AVE.  
LONGWOOD FL 32750 US

Name Changed: 03/29/2004

Address Changed: 09/21/2011

### Officer/Director Detail

#### **Name & Address**

Title PTD

ALMON, J T II  
305 ALLISON AVE

LONGWOOD FL 32750

Title VSD

ALMON, LEDONNA H  
305 ALLISON AVE  
LONGWOOD FL 32750

Title VP

GEARY, ROBERT  
117 LAMPLIGHTER RD  
ALTAMONTE SPRINGS FL 32714

## Annual Reports

### Report Year Filed Date

2011	03/14/2011
2011	09/21/2011
2012	01/06/2012

## Document Images

<a href="#">01/06/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/21/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/01/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

**Note:** This is not official record. See documents if question or conflict.

**Ordinance**  
**on**  
**First**  
**Reading**

# TAB 5



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** January 18, 2012

**Agenda Item No.** Tab 5

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING                               | <input type="checkbox"/> RESOLUTION                 |
| <input checked="" type="checkbox"/> <b>ORDINANCE ON FIRST READING</b> | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING                  | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION                    | <input type="checkbox"/> CONSENT AGENDA             |
| <input type="checkbox"/> Other:                                       |   |

**SUBJECT:** Town of Lake Park Retired Police Officers' Pension Fund Proposed Ordinance.

**RECOMMENDED MOTION/ACTION:** Approve on First Reading.

Approved by Town Manager W. J. Davis Date: 1/9/12  
Anne M. Costello 1/9/12  
 Anne M. Costello/Finance Director Date of Actual Submittal

<b>Originating Department:</b>  Finance	<b>Costs:</b> \$ None  Funding Source:  Acct. #	<b>Attachments:</b> <b>Proposed Ordinance and Letter of Explanation from Pension Resource Center, Inc.</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney <u>see attached emails</u> <input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept	<input type="checkbox"/> Grants <input type="checkbox"/> Human Resources <input type="checkbox"/> Information Technology <input type="checkbox"/> Library <input type="checkbox"/> Marina	<input type="checkbox"/> PBSO <input type="checkbox"/> Public Works <input type="checkbox"/> Recreation <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>XX</u> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** The Board of Trustees of the Lake Park Retired Police Officers' Pension Fund recommends the adoption of the proposed ordinance. The attached letter from the Administrator of the pension fund offers a thorough explanation of the proposed changes to the pension ordinance and the reasons these changes are necessary at this time. Staff recommends adoption of this ordinance.



# THE PENSION RESOURCE CENTER, LLC

4360 Northlake Boulevard, Suite 206 ❖ Palm Beach Gardens, FL 33410  
Phone (561) 624-3277 ❖ Fax (561) 624-3278 ❖ WWW.RESOURCECENTERS.COM

December 13, 2011

TO: Town Commission  
Town of Lake Park

FROM: Scott Baur  
Plan Administrator

RE: Town of Lake Park Retired Police Officers Pension Fund  
Proposed Ordinance

Dear Commissioners:

The Board of Trustees for the Town of Lake Park Retired Police Officers Pension Fund proposed an ordinance to update the current operation of the plan. While the Board has achieved strong investment performance historically from the plan assets, the advisors retained by the Board now believe that the investment guidelines in the ordinance must be updated to achieve similar results from the plan investments in the future. The proposed ordinance also includes additional updates to the composition of the Board charged with the administration of the plan. The Trustees therefore wish to thank the Town Commission in advance for their consideration of the proposed ordinance.

Historically, the investments held by the plan performed well in comparison to both the market and to other institutional investors. The plan has a portion of the assets allocated to bonds, currently invested entirely in short term US Government Bonds and Treasury Inflation Protected Securities. These positions served the plan well, particularly as the market plummeted in 2008. While the US Government Bonds continue to provide a safe haven for a portion of the plan assets, the world has changed since the original restatement of the plan in 2004. The advisors retained by the Board now believe that these same assets will detract from the overall performance of the investments in the future. US Government Bonds may not always provide the same kind of safe haven that they once afforded, particularly as concerns increase globally regarding the amount of debt issued by governments in many places. The proposed changes will allow the Board to further diversify the bonds before interest rates begin to increase substantially.

The Board consists of five Trustees, two members of the plan, the Town Manager, the Finance Director, and a Town resident selected by the other four Trustees. The proposed ordinance allows the Board to select the owner of a business in the Town of Lake Park to serve on the Board as well. The Board believes that the updates contained in the proposed ordinance will enhance the overall performance and administration of the plan.

Sincerely,

J. Scott Baur  
Administrator

cc: Board of Trustees  
Town of Lake Park Retired Police Officers Pension Fund

## Anne Costello

---

**From:** Baird, Thomas J. [tbaird@jones-foster.com]  
**Sent:** Wednesday, December 14, 2011 10:07 AM  
**To:** Anne Costello  
**Subject:** Re: Pension Ordinance

I reviewed it last night. I am in an all day Arbitration today and tomorrow.

Sent from my iPhone

On Dec 14, 2011, at 10:02 AM, "Anne Costello" <[acostello@lakeparkflorida.gov](mailto:acostello@lakeparkflorida.gov)> wrote:

Tom,

Attached is my ARF for the agenda item to update the Retired Police Officers' pension ordinance. Have you had a chance to review the proposed ordinance from Bonni Jensen? Our deadline for items is noon today.

Anne

*Anne M. Costello*

*Director of Finance*

*Town of Lake Park*

*(561)881-3350*

*(561)881-3358(Fax)*

[acostello@lakeparkflorida.gov](mailto:acostello@lakeparkflorida.gov)

<ARF - Retirerd Police Pension Ord. 12.21.11.doc>



## **Anne Costello**

---

**From:** Green, Marilyn R. [mgreen@jones-foster.com]  
**Sent:** Wednesday, December 14, 2011 9:39 AM  
**To:** Anne Costello  
**Cc:** Baird, Thomas J.  
**Subject:** Agenda item Ordinance Sub Trust 109  
**Attachments:** 1C3988701-ordinance sub trust 109 red.DOC; 1C3988702-ordinance sub trust 109 clean\_.DOC

Anne,

Attached is the revised ordinance in both redline and clean versions.

**Marilyn R. Green**  
**Secretary to Thomas J. Baird**  
**and Jane S. Hunston**  
Direct: 561-650-8233  
Fax: 561-746-6933  
[mgreen@jones-foster.com](mailto:mgreen@jones-foster.com)

**Jones, Foster, Johnston & Stubbs, P.A.**  
Attorneys & Counselors  
801 Maplewood Drive, Suite 23-A, Jupiter, FL 33458  
Telephone: 561-659-3000  
[Website](#)

U.S. Treasury Regulation Circular 230 requires us to advise you that written communications issued by us are not intended to be and cannot be relied upon to avoid penalties that may be imposed by the Internal Revenue Service.

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ORDINANCE NO. 03-2012

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING ORDINANCE 13-2003 WHICH CREATED A TRUST FUND FOR THE PURPOSE OF PAYING PENSION, DISABILITY AND SURVIVOR BENEFITS FOR RETIREES OF THE LAKE PARK POLICE PENSION FUND; PROVIDING FOR THE AMENDMENT OF SECTION 7 PROVIDING FOR THE ADMINISTRATION OF THE TRUST; PROVIDING FOR THE AMENDMENT OF SECTION 8 PERTAINING TO THE TRUST'S FINANCES AND FUND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Lake Park previously established a pension plan, known as The Town of Lake Park Retired Police Officers' Trust Fund ("Plan"); and

**WHEREAS**, the Town Staff has recommended a change to the make up of the Board to allow for flexibility in the appointment of members to the Board; and

**WHEREAS**, the Board of Trustees has request greater investment options to allow the Board ot further diversify the assets of the Plan; and

**WHEREAS**, the Town Commission and administration upon review of the Plan are desirous of amending Plan.

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

**Section 1.** The whereas clauses set forth above are true and correct and are incorporated herein

**Section 2.** Retirement System Created

The Town of Lake Park Retired Police Officers' Trust Fund is hereby created for the

purpose of providing retirement income to police officers retired from the Town of Lake Park on service and disability retirements, certain former police officers and survivor income to beneficiaries.

**Section 3.** Definitions.

As used herein unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

- (1) Accrued Benefit means the retirement benefit payable from the Plan. For purposes of computing this normal retirement benefit, the Member's Credited Service and Average Monthly Earnings as of the date of determination shall be used.
- (2) Accumulated Contributions means a Member's own contributions plus interest credited thereto, if any, by the Board.
- (3) Actuarial Equivalence or Actuarially Equivalent means that any benefit payable under the terms of this Plan in a Form other than the normal form of benefit shall have the same actuarial present value on the date payment commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, other than a lump sum distribution, all future payments shall be discounted for interest and mortality by using 7% interest and the 1983 Group Annuity Mortality Table for Males, with ages set ahead five years in the case of disability retirees.
- (4) Average Monthly Earnings means one-sixtieth (1/60th) of Earnings of a

Member during the five consecutive years of his employment, within the last ten (10) years of his employment, which is greater than the total during any other five consecutive years during said ten (10) year period provided that if a Member shall have been employed for fewer than five years, such average shall be taken over the period of actual employment.

- (5) Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no such designation is in effect at the time of death of the member, or if no person so designated is living at that time, the Beneficiary shall be the estate of the Member.
- (6) Board means the Board of Trustees, which shall administer and manage the Plan herein provided and serve as Trustee of the Fund.
- (7) Credited Service means the total number of years and fractional parts of years of service of employment of any police officer, omitting intervening years and fractional parts of years, when such police officer was not employed by the Town. No member shall receive credit for years or fractional parts of years of service for which the member has withdrawn his or her contributions to the fund.
- (8) Earnings means a Member's total cash compensation from the Town, exclusive of any lump sum payments for unused sick or vacation time, which compensation is subject to tax for Social Security benefits without regard to the dollar limitation on such compensation subject to F.I.C.A.

taxes.

- (9) Effective Date means the date on which this Ordinance and Plan became effective.
- (10) Fund means the Trust Fund established herein as part of the Plan.
- (11) Member means a Police Officer who has fulfilled the prescribed participation requirements.
- (12) Normal Retirement Date means for each Member the first day of the month coincident with or next following the earlier of:
- a. The completion of twenty (20) years of Credited Service, or
  - b. The attainment of his sixtieth (60th) birthday and the completion of ten (10) years of Credited Service.
- A Member may retire on this Normal Retirement Date or on the first day of any month thereafter. A former member who is entitled to a vested deferred retirement may retire on the date on which he or she would otherwise be eligible to retire.
- (13) Ordinance means this written instrument setting forth the provisions of the Pension Plan.
- (14) Plan means the Town of Lake Park Police Officers Pension Plan as contained herein and all amendments thereto.
- (15) Plan Year means each year commencing on October 1 and ending on September 30.

- (16) Police Officer shall mean any person who is elected, appointed, or employed full-time by the Town, who is certified or required to be certified as a law enforcement officer in compliance with §943.14, Florida Statutes, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in §943.10(6) and (8), Florida Statutes. The term "police officer" shall also include a public safety officer who is responsible for performing both police and fire services
- (17) Predecessor Plan means the pension plan for Police Officers of the Town that was in effect up to the day before the Effective Date hereof.
- (18) Spouse shall mean the lawful wife or husband of a member at time of preretirement death or retirement.
- (19) Town means Town of Lake Park, Florida.
- (20) Town Commission means the Town Commission of the Town of Lake Park, Florida.

**Section 4.** Membership.

- (a) Each Police Officer who was a Retired Member of the Predecessor Plan on the day before the Effective Date of this Plan shall receive benefits on an uninterrupted basis. The retired members of the Plan who are eligible to receive benefits are:
- (1) Jake Ciliberto
  - (2) William Evans
  - (3) Patricia Gordon
  - (4) Carol Jarman
  - (5) Michael Lewis
  - (6) Mark Schneider
  - (7) James Tice
- (b) There is also a member who is entitled to a refund of contributions: Carl Applebaum.

**Section 5.** Benefit Amounts.

- (a) Normal Retirement Benefit. The normal retirement benefits for the retired police officers were based upon the following formulas.
- (1) Carol Jarman - a normal retirement benefit commencing on the effective date of this Plan. Her monthly normal retirement benefit is an amount equal to two and one-half percent (2 ½%) of her Average Monthly Earnings multiplied by the length of her Credited Service as of date of termination of her employment. Her benefit

amount is \$650.00 monthly payable for her life with ten years certain.

- (2) James Tice -a normal retirement benefit which commenced on his actual retirement date. His monthly normal retirement benefit shall be an amount equal to two and one-half percent (2 ½%) of his Average Monthly Earnings multiplied by the length of his Credited Service as of his actual retirement date. His benefit amount is \$1,593.45 monthly payable for his life.

(b) Early Retirement Incentive Program

- (1) Mark Schneider - a normal retirement benefit commencing on October 1, 2001 as set forth in Ordinance 30-2002 and Ordinance 6-2001. His early retirement incentive program benefit is an amount equal to three and one-half percent (3 ½%) of his Average Monthly Earnings multiplied by the length of his Credited Service as of September 30, 2001. His benefit amount is \$4,284.46 monthly payable for his life with a 75% Joint and Survivor Benefit.

(c) Disability Retirement .

- (1) Definition of Disability. For purposes of this Plan, total and permanent disability shall mean an injury, disease or condition which permanently incapacitates a Member, either physically or mentally, from his regular and continuous duty as a Police Officer.



A total and permanent disability arising directly from the performance of service to the Town by a Member as a Police Officer shall be considered to be a Service Incurred Disability. A total and permanent disability arising from any other cause or source shall be considered to be a Non-Service Incurred Disability.

- (2) The Retired members entitled to disability benefits are:
- a. Jake Ciliberto - Sixty-six and two-thirds percent (66 2/3%) of his monthly Earnings in effect on the date of disability. His benefit amount is \$1,725.38 monthly, payable for his life with \$862.69 payable for life to Debra A. Ciliberto, his wife, should she survive him.
  - b. William Evans - Sixty-six and two-thirds percent (66 2/3%) of his monthly Earnings in effect on the date of disability. His benefit amount is \$1,202.12 monthly, payable for his life with \$1,202.12 payable for life to Paula J. Evans, his wife, should she survive him.
  - c. Patricia Gordon - Sixty-six and two-thirds percent (66 2/3%) of her monthly Earnings in effect on the date of disability. Her benefit amount is \$2,439.65 monthly, payable for her life with 10 years certain.
  - d. Michael Lewis - Sixty-six and two-thirds percent (66 2/3%) of his monthly Earnings in effect on the date of disability. His

benefit amount is \$2,011.72 monthly, payable for his life.

- (3) Authority for Reexamination. Each person who first qualifies for disability retirement benefits on or after the Effective Date shall be subject to periodic reexamination by a medical board selected by the Board of Trustees to determine if such disability has ceased to exist. Such reexaminations shall not be permitted more often than twice in any calendar year.
- (d) Death Benefits. In the event of the death of a retiree, death benefits, if any, shall be paid in accordance with the form of benefit chosen at the time of retirement.
- (e) Termination Benefits and Vesting. There is one member (Carl D. Applebaum) who is entitled to a refund of accumulated contributions because at the time of his termination he did not have ten years of service and was therefore not eligible for any benefit including the Early Retirement Incentive Program.
- (f) Limitation on Benefits
  - (1) In no event may a member's annual benefit exceed the limits contained in Internal Revenue Code (IRC) section 415(d), as may be amended from time to time, but only for the year in which such adjustment is effective.
  - (2) Compensation in excess of limitations set forth in Section 401 (a)

(17) of the Internal Revenue Code shall be disregarded. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

(3) Distributions in Plan Years Beginning After December 31, 1995.

Commencing with the first Plan Year beginning the first Plan Year beginning after December 31, 1995, the entire interest of a Member shall either be distributed to him not later than April 1 of the calendar year in which he attains age 70 ½ or the calendar year in which he retires, whichever is later. In the alternative, distribution shall commence no later than the above specified commencement date and be distributable over a period of time not exceeding the limitations hereinafter set forth:

- a. Distributions to a Member shall not extend beyond the life of the Member or the lives of the Member and his designated Beneficiary, or over a period not extending beyond the life expectancy of the Member or the life expectancy of the Member and his designated Beneficiary.
- b. If distribution has commenced to a Member, and such Member dies before receiving his entire interest, the

remainder of such interest shall be distributed over a period at least as rapidly as under the method of distribution in effect prior to such Member's death (e.g., remainder of period certain basis).

- c. Any method of distribution selected and made in writing by a Member prior to January 1, 1984, and which is in compliance with Plan provisions prior to said date, shall be permitted hereunder even though not in accordance with the above provisions as applied to Plan Years beginning after December 31, 1983.

**Section 6.** Contributions.

(a) Member Contributions

- (1) There are no member contributions to this Plan as there are no active members. Two former members are entitled to a refund of contributions, with interest, in lieu of any other benefits under the Plan. These two members are Carl D. Appelbaum and Robert Rodriguez.
- (2) Guaranteed Refund. All benefits payable under this Plan are in lieu of a refund of Accumulated Contributions. In any event, however, each member shall be guaranteed the payment of benefits on his behalf at least equal in total amount to his Accumulated Contributions.

(b) State Contributions

Any monies received or receivable by reason of laws of the State of Florida for the express purpose of funding and paying for retirement benefits for Police Officers of the Town shall be deposited in the Fund immediately upon receipt but in no circumstance more than five (5) days after receipt.

(c) Town Contributions

So long as this Plan is in effect, the Town shall make a contribution to the Fund in an amount sufficient to amortize the unfunded actuarial liability in accordance with applicable laws of the State of Florida. The Town's contribution shall be deposited on at least a quarterly basis.

(d) Other

Private donations, gifts, and contributions may be deposited to the Fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis, Funds arising from these sources may be used only for additional benefits for Members, as determined by the Board, and may not be used to reduce what would have otherwise been required Town contributions.

**Section 7.** Administration.

- (a) The general administration and responsibility for the proper operation of the Plan and for making effective the provisions of this Ordinance are hereby vested in a Board of Trustees consisting of five (5) persons as

follows:

- (1) One (1) person who is a legal resident of the Town or the owner of a business within the Town limits, appointed by the other four members of the Board;
  - (2) Two (2) retired Police Officers elected by a majority of retired Police Officers who are Retirees of the Plan;
  - (3) The Town Finance Director; and
  - (4) The Town Manager.
- (b) The term of office of each Trustee shall be two (2) years and each trustee may succeed himself/herself as trustee.
  - (c) The Trustees shall by majority vote elect from its members a chairman and secretary.
  - (d) If a vacancy occurs in the office of Trustee, the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.
  - (e) The Trustees shall serve without compensation, but they may be reimbursed from the Plan for all necessary expenses which they may actually expend through service on the Board.
  - (f) Each Trustee shall be entitled to one vote on the Board. Two affirmative votes shall be necessary for a decision by the Trustees at any meeting of the Board. The Chairman shall have the right to one vote only,
  - (g) Subject to the limitations of this Ordinance, the Board of Trustees shall

from time to time establish uniform rules and regulations for the administration of funds created by this Ordinance and for transaction of its business.

- (h) The Board of Trustees shall engage such persons, agents or entities as shall be required to transact the business of the Plan. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the Plan shall be paid at such rates and in such amounts as the Board shall agree. Funds may be disbursed by the Town Finance Department or other disbursing agent as determined by the Board, but only upon written authorization by the Board.
- (i) The duties and responsibilities of the Board shall include, but not necessarily be limited by, the following:
  - (1) To construe the provisions of the Plan and determine all questions arising thereunder.
  - (2) To determine all questions relating to eligibility and participation.
  - (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
  - (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the Plan.
  - (5) To distribute at regular intervals to employees, information concerning the Plan.

- (6) To receive and process all applications for participation and benefits.
- (7) To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the Plan and Fund.
- (8) To review reports of all custodians, investment agent(s), performance monitors and other financial advisor at such times as the Board, by rule, shall determine.
- (9) To determine or have determined that the Plan complies at all times with the provisions of Florida law both substantively and in operation, and including the following:
  - a. To set forth in writing the retirement plan including the benefits and trust agreement, if any, covering the duties and responsibilities of the Trustees and the regulations of the investment of funds and to make copies available to participants and to the general public.
  - b. Assure that any contributions are deposited into the Trust Fund.
  - c. Assure that all necessary reports are filed with the State of Florida.
  - d. Have actuarial valuations performed on a regular basis. Have special actuarial work performed in advance so as to



- determine costs of any Plan changes or Amendments prior to their adoption.
  - e. Establish a uniform procedure for prompt review and rehearing of all claims by Members or Beneficiaries.
- (10) To maintain a minute book containing the minutes and records of proceedings and meeting of the Board.
- (11) To perform such other duties as are specified in this Ordinance.

**Section 8.** Finances and Fund Management.

- (a) Establishment and Operation of Fund
  - (1) As part of the Plan, there is hereby established the Fund, into which shall be deposited any contributions and assets whatsoever attributable to the plan, including the assets attributable to the Predecessor Plan.
  - (2) The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board of Trustees. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent on authorization from the Board.
  - (3) All funds and securities of the Fund shall be deposited by the Board in a qualified public depository as defined in Section 280.02, Fla. Stat., which depository with regard to such funds and securities shall conform to and be bound by all provisions of Chapter 280. In order to fulfill its investment responsibilities, the Board shall retain

the services of a competent money manager/brokerage firm which is registered as an investment advisor under the Investment Advisors Act of 1940. The investment manager shall have full discretion, within allocation guidelines set by the Board in the investment of all Fund assets consistent with the provisions of Florida Law. The investment advisor shall be authorized to invest funds of the Plan in equities in an amount not to exceed seventy (70%) percent of the net asset value of the Plan.

- (4) All funds and securities of the Plan may be commingled in the Fund provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regard the following:
  - a. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis;
  - b. Receipts and disbursements;
  - c. Benefit payments;
  - d. Applicable contributions;
  - e. All interest, dividends and gains (or losses) whatsoever; and
  - f. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.
- (5) The Board of Trustees shall have the following investment powers and authority:

a. The Board of Trustees shall be vested with full legal title to said Fund, subject however, and in any event to the authority and power of the Town Commission to amend or terminate this Trust, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this Plan. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.

b. ~~The Fund assets may be invested and reinvested in:~~

~~(a) Obligations of the United States or obligations guaranteed as to principal and interest by the United States.~~

~~(b) Bonds issued by the State of Israel.~~

~~(c) Bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia, provided:~~

~~(i) the corporation is listed on any one or more of the recognized national stock exchanges and, with regard to bonds, holds a rating in one of the three highest~~

~~classifications by a major rating service,~~

- ~~(ii) The Board of Trustees shall not invest more than 5% of its assets in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5 percent of the outstanding capital stock of the company; and no more than 70% of the Fund's assets at cost be invested in equities; and~~
- ~~(ii) up to 10% (ten percent) of the assets of the Fund may be invested in foreign equities.~~

The Board shall have the power and authority to invest and reinvest the moneys of the Fund and to hold, purchase, sell, assign, transfer, and dispose of any securities and investments held in the Fund, including the power and authority to employ counseling or investment management services. The aim of the investment policies shall be to preserve the integrity and security of Fund principal, to maintain a balanced investment portfolio, to maintain and enhance the value of the Fund principal, and to secure the maximum total return on investments that is consonant with safety of principal, provided that such investments and reinvestments shall be limited only by the investments permitted by the investment policy guidelines adopted by the

Board in accordance with Florida law. The Board members must discharge these duties with respect to the Plan solely in the interest of the participants and beneficiaries and:

1. For the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
  2. With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
  3. By diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.
- c. The Board of Trustees may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the Plan.
- d. Part of the Fund may be invested in deposits which bear a reasonable rate of interest in a bank or similar financial institution, even though such institution is a custodian or investment advisor with respect to the Plan,

- e. The Fund may be invested in a common or collective trust fund or pooled investment fund maintained by a bank or trust company or a pooled Investment fund of an insurance company qualified to do business in the State even though such bank, trust company or insurance company is a custodian or investment advisor with respect to the Plan, provided such bank, trust company or insurance company receives not more than reasonable compensation. No such pooled investment shall be secured by investments in any stocks bonds or other securities owned or controlled by a government other than that of the United States or of the several states.
- f. The Board shall cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of the custodian's nominee as it may direct, or the custodian may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Trust Fund.
- g. The Board is empowered to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give

general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalization, consolidations, and similar transactions with respect to such securities, to deposit such stock or other securities in any voting trust or any protective or like committee or with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally, to exercise any of the powers of the owner with respect to stocks, bonds, or other investments, comprising the Fund which it may deem to be to the best interest of the Fund to exercise. However, the responsibility to vote these proxies may be delegated to a fiduciary of the Fund.

- h. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power herein contained.
- i. Any overpayments or underpayments from the Fund to a Member or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board. Overpayment shall be charged against payments next succeeding the correction. Underpayments shall be

made up from the Trust Fund.

j. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits herein provided for.

k. In any application to or proceeding or action in the courts, only the Town and the Board shall be necessary parties, and no Member or other person having an interest in The Fund shall be entitled to any notice of service or process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

(6) Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board of Trustees.

**Section 9.** Repeal or Termination of Plan.

(a) In accordance with Florida Statutes §185.38, this Plan must remain in effect until the final benefit payment has been made to the last participant or beneficiary and shall then be terminated in accordance with the provisions in this section.



- (b) In the event that there be asset value remaining after the final benefit payment has been made to the last participant or beneficiary, such excess shall be returned to the Town less return of state's contributions to the state, provided that, if the excess is less than the total contributions made by the Town and the state to date of termination of the plan such excess shall be divided proportionately to the total contributions made by the Town and the state.

**Section 10.** Miscellaneous.

- (a) Non-Assignability. No benefit provided for herein shall be assignable or subject to garnishment for debt or for other process.
- (b) Pension Validity. The Board of Trustees shall have the power to examine into the facts upon which any pension shall have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently, or illegally for any reason. The Board is empowered to purge the pension rolls of any person theretofore granted a pension under prior or existing law or hereafter granted under this Ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any pensioner who has heretofore under any prior or existing law or who shall hereafter under this Ordinance be erroneously, improperly or illegally classified.
- (c) Incompetents. if any Member or Beneficiary is a minor or is, in the judgment of the Board, otherwise incapable of personally receiving and

giving a valid receipt for any payment due him under the Plan, the Board may, unless and until claims shall have been made by a duly appointed Guardian or committee of such person, make such payment or any part thereof to such person's spouse, children or other person deemed by the Board to have incurred expenses or assumed responsibility for the expenses of such person. Any payment so made shall be a complete discharge of any liability under the Plan for such payment.

(d) Claims Procedure for Participants and Beneficiaries Upon Denial of Claim.

(1) Any Member or Beneficiary whose application or claim for benefits has been denied shall receive from the Board a written notice setting forth the specific reasons for such denial, the reasons therein to be clearly and fully explained so as to afford such Member or Beneficiary a clear understanding of the decision rendered.

(2) Any Member or Beneficiary whose application or claim for benefits has been denied shall have the right to a rehearing and a fair and full review by the Board regarding the facts, circumstances and information pertaining to the claim and the reasons for denial of such claim.

(e) Number and Gender. When appropriate the singular in this Plan shall include the plural and vice versa, and the masculine shall include the

feminine and vice versa.

(f) *False or misleading statements made to obtain retirement benefits prohibited.*

(1) It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made , any false , fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit under this plan.

(2) a. A person who violates subparagraph 1. commits a misdemeanor of the first degree, punishable as provided in §§775.082 or 775.083.

b. In addition to any applicable criminal penalty, upon conviction for a violation described in subparagraph 1., a participant or beneficiary of this Plan may, in the discretion of the Board of Trustees, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under this plan. For purposes of this sub-subparagraph, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

**Section 11.** Rollover Distributions.

(a) Definitions:

- (1) "Eligible rollover distribution:" An eligible rollover distribution in any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a) (9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.
  
- (2) "Eligible retirement plan:" An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, and individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
  
- (3) "Distributee:" A distributee includes an employee or former

employee. In addition, the employee's or former employee's surviving spouse or former spouse who is the alternate payee under a domestic relations order determined to be qualified by this Plan, are distributees with regard to the interest of the spouse or former spouse.

- (4) "Direct rollover:" A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board of Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

**Section 12.** This Ordinance shall be maintained by and available from the Office of the Town Clerk.

**Section 13.** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**Section 14.** This Ordinance shall take effect upon passage and shall be published as required by law.

**Section 15.** That should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder

hereof as a whole or part thereof other than the part to be declared invalid.







**Ordinance**  
**on**  
**Second**  
**Reading**

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: January 18, 2012

Agenda Item No. *Tab 6*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                 |
| <input type="checkbox"/> ORDINANCE ON FIRST READING             | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input checked="" type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION              | <input type="checkbox"/> CONSENT AGENDA             |
| <input type="checkbox"/> Other:                                 |   |

**SUBJECT: ORDINANCE TO AMEND SECTION 34-2, PROTECTED TREE DEFINITION, OF THE CODE OF ORDINANCES.**

**RECOMMENDED MOTION/ACTION: ADOPTION.**

Approved by Town Manager \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Nadia Di Tommaso, *Community Development Director* Date of Submittal: 01/05/2012

<b>Originating Department:</b> <b>COMMUNITY DEVELOPMENT</b>	Costs: \$ 185.76  Funding Source: Town Clerk (Advertising)  Acct. # 106-48100	<b>Attachments:</b> <b>Staff Memo</b> <b>Ordinance # 01-2012</b> <i>AND AD</i>
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney <i>TJB</i> <input checked="" type="checkbox"/> Community Development <i>ND</i> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: 01/08/2012 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone OR Not applicable in this case <i>ND</i>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Please refer to Staff Memo.



## Town of Lake Park Community Development Department

Nadia Di Tommaso,  
Community Development Director

January 5, 2012  
STAFF MEMO

To: TOWN COMMISSION

Re: Protected Tree Definition, Section 34-2

This is a housekeeping issue. The Town's Northlake Boulevard Overlay Zone regulations, in partnership with Palm Beach Gardens, Palm Beach County and North Palm Beach classifies *Black Olive* (*Bucida buceras*) as a controlled species, in that it must be planted or maintained under controlled conditions and shall not exceed a maximum of ten percent of the total number of required trees. This is due to the fact that some of my research shows that Black Olive trees have cold tolerance problems, are intrusive to water/sewer lines, have invasive growth habits and lack the ability to withstand significant winds. Upon further review with Ms. Deborah Levulis, Master Gardener Coordinator for Palm Beach County, it appears the above-referenced issues are not solely related to the Black Olive tree although can be if the tree is very large. Nonetheless, Ms. Levulis also recommended that the tree be removed from the Protected Tree category as it is a very messy tree and especially when it is overgrown and improperly maintained, it can be dangerous and dirty. This is not the type of tree our code should be protecting.

Conversely, Town Code Section 34-2 defines *Black Olive* as a protected tree. After verifying the code for North Palm Beach, Palm Beach Gardens and Jupiter, all of whom do not have the Black Olive tree as a protected tree, but rather as a controlled species and a prohibited species in the case of Jupiter, staff is recommending that *Black Olive* be removed from the protected tree definition as follows:

### Section 34-2 Definitions

(...)

*Protected tree.* A tree with a minimum caliper of four inches in diameter, one foot above the ground of the species Live Oak, Laurel Oak, Gumbo Limbo, Royal Poinciana, Banyan, ~~Black Olive~~, and Mahogany.

(...)

Staff is recommending adoption of this Ordinance on second reading.

Nadia Di Tommaso  
Community Development Director  
Community Development Department  
Phone 881-3319 Fax 881-3323  
[NDiTommaso@lakeparkflorida.gov](mailto:NDiTommaso@lakeparkflorida.gov)

ORDINANCE NO. 01-2012

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34, ARTICLE I; SECTION 34-2 OF THE TOWN CODE, ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town Commission has adopted general provisions pertaining to vegetation and tree plantings and other improvements in swale areas within the Town which, among other provisions, have been codified in Chapter 34 of the Code of Ordinances of the Town of Lake Park; and

**WHEREAS**, Town staff has recommended to the Town Commission that Section 34-2 of Chapter 34 be amended to provide additional guidelines, controls, and standards for the planting, maintenance, removal and protection of trees within the Town; and

**WHEREAS**, the amendment to Town Code Chapter 34, would preserve and protect the Town's trees in general, and provide for clear standards for planting, maintaining, removing and preserving trees, and preserve and enhance property values within the Town; and

**WHEREAS**, the Town Commission, after due notice and public hearings deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code as detailed herein above to provide for these amendments.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

**Section 2.** Chapter 34, Article I, Section 34-2, of the Code of Ordinances of Town of Lake Park, Florida are hereby amended to read as follows:

**Sec. 34-2. Definitions.**

The following words and phrases shall have the meanings ascribed to them in this section:

*Protected tree.* A tree with a minimum caliper of four inches in diameter, one foot above the ground of the species Live Oak, Laurel Oak, Gumbo Limbo, Royal Poinciana, Banyan, Black Olive and Mahogany.

**Section 3. Severability.** If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

**Section 4. Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 5. Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance may be renumbered or re-lettered to accomplish such.

**Section 6. Effective date.** This Ordinance shall take effect immediately upon passage.

NET. 648776  
**LEGAL NOTICE OF  
PROPOSED ORDINANCE  
TOWN OF LAKE PARK**

Please take notice that on Wednesday, January 18, 2012 at 7:00 p.m. the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 533 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:

**ORDINANCE NO. 01-2012**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34, ARTICLE I, SECTION 34-2 OF THE TOWN CODE, ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 02-2012**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-37, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO THE STATUTORY INTEREST RATE TO BE APPLIED TO FINES WHICH HAVE ACCRUED FROM CODE ENFORCEMENT PROCEEDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian M. Lemley, Town Clerk at 561-881-3311.

Vivian M. Lemley, Town Clerk  
Town of Lake Park, Florida  
PUB: The Palm Beach Post  
January 8, 2012

# TAB 7





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18, 2012

Agenda Item No. *Tab 7*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                 |
| <input type="checkbox"/> ORDINANCE ON FIRST READING             | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input checked="" type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION              | <input type="checkbox"/> CONSENT AGENDA             |
| <input type="checkbox"/> Other:                                 |   |

**SUBJECT: ORDINANCE TO AMEND SECTION 9-37, INTEREST RATE COLLECTION OF COSTS FOR CODE LIENS, OF THE CODE OF ORDINANCES.**

**RECOMMENDED MOTION/ACTION: ADOPTION.**

Approved by Town Manager \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Nadia Di Tommaso, *Community Development Director* Date of Submittal: 01/05/2012

<b>Originating Department:</b> <b>COMMUNITY DEVELOPMENT</b>	Costs: \$ 185.76  Funding Source: Town Clerk (Advertising)  Acct. # 106-48100	<b>Attachments:</b> <b>Staff Memo</b> <b>Ordinance # 02-2012</b> <i>AND AD</i>
<b>Department Review:</b> <input checked="" type="checkbox"/> Attorney <i>TJB</i> <input checked="" type="checkbox"/> Community Development <i>ND</i> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: 01/08/2012 Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone OR Not applicable in this case <i>ND</i>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Please refer to Staff Memo.



## Town of Lake Park Community Development Department

Nadia Di Tommaso,  
Community Development Director

January 5, 2012  
STAFF MEMO

To: TOWN COMMISSION

Re: Code Liens – Section 9-37

Recently, the State updated its interest rate schedule for code liens. Liens accrue on code violations while they remain out of compliance with the code. The interest rate charged on these liens is determined by the Palm Beach County Chief Financial Officer. The Statute has been updated and now reflects a quarterly interest rate update, rather than a yearly update. In order to remain continually consistent with the newly adopted interest rate, staff is recommending that the code reference State Statute 55.03 which governs its implementation rather than updating the rate each time it changes. The change proposed is as follows:

### Section 9-37

(...)

(c) *Collection of costs.* If the Town Commission prevails in prosecuting a case before the compliance board, it shall be entitled to recover all costs incurred in prosecuting the case before the board, including attorney's fees. If the property owner is found in violation under subsection (e) of this section and costs are assessed, but a fine is not imposed pursuant to section 9-39, a code compliance lien may be recorded against the property for the amount of the costs. Such lien shall be superior to all other liens and shall bear interest ~~of ten percent~~ in accordance with F.S. Chapter 55, Section 55.03(1), as determined by the Palm Beach County Chief Financial Officer. The interest to be charged shall be calculated from the date the order is entered by the board.

Staff is recommending adoption of this Ordinance on second reading. The full Statute is provided below.

REFERENCE:  
Florida State Statute:

#### 55.03 Judgments; rate of interest, generally.—

(1) On December 1, March 1, June 1, and September 1 of each year, the Chief Financial Officer shall set the rate of interest that shall be payable on judgments or decrees for the calendar quarter beginning January 1 and adjust the rate quarterly on April 1, July 1, and October 1 by averaging the discount rate of the Federal Reserve Bank of New York for the preceding 12 months, then adding 400 basis points to the averaged federal discount rate. The Chief Financial Officer shall inform the clerk of the courts and chief judge for each judicial circuit of the rate that has been established for the

Nadia Di Tommaso  
Community Development Director  
Community Development Department  
Phone 881-3319 Fax 881-3323  
[NDiTommaso@lakeparkflorida.gov](mailto:NDiTommaso@lakeparkflorida.gov)

upcoming quarter. The interest rate established by the Chief Financial Officer shall take effect on the first day of each following calendar quarter. Judgments obtained on or after January 1, 1995, shall use the previous statutory rate for time periods before January 1, 1995, for which interest is due and shall apply the rate set by the Chief Financial Officer for time periods after January 1, 1995, for which interest is due. Nothing contained herein shall affect a rate of interest established by written contract or obligation.

(2) Any judgment for money damages or order for a judicial sale and any process or writ directed to a sheriff for execution shall bear, on its face, the rate of interest that is payable on the judgment. The rate of interest stated in the judgment, as adjusted in subsection (3), accrues on the judgment until it is paid.

(3) The interest rate is established at the time a judgment is obtained and such interest rate shall be adjusted annually on January 1 of each year in accordance with the interest rate in effect on that date as set by the Chief Financial Officer until the judgment is paid, except for judgments entered by the clerk of the court pursuant to ss. 55.141, 61.14, 938.29, and 938.30, which shall not be adjusted annually.

(4) A sheriff shall not be required to docket and index or collect on any process, writ, judgment, or decree, described in subsection (2), and entered after the effective date of this act, unless such process, writ, judgment, or decree indicates the rate of interest. For purposes of this subsection, if the process, writ, judgment, or decree refers to the statutory rate of interest described in subsection (1), such reference shall be deemed to indicate the rate of interest.

Nadia Di Tommaso  
Community Development Director  
Community Development Department  
Phone 881-3319 Fax 881-3323  
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**ORDINANCE NO. 02-2012**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTION 9-37, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO THE STATUTORY INTEREST RATE TO BE APPLIED TO FINES WHICH HAVE ACCRUED FROM CODE ENFORCEMENT PROCEEDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the statutory interest rate which applies to liens arising out of code enforcement proceedings has been revised in accordance with Section 55.03, Florida Statutes; and

**WHEREAS**, the interest rate charged on code enforcement liens is determined by reference to this Statute; and

**WHEREAS**, the Town staff has recommended to the Town Commission that Chapter 9, Article II, Section 9-37(c) entitled "Collection of Costs" of the Code of Ordinances be amended to comply with Section 55.03, Florida Statutes.

**NOW THEREFORE BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

**Section 2.** Chapter 9, Article II, Section 9-37(c) is hereby amended to read as follows:

## **Sec. 9-37. Conduct of Hearing**

(c) *Collection of costs.* If the Town Commission prevails in prosecuting a case before the compliance board, it shall be entitled to recover all costs incurred in prosecuting the case before the board, including attorney's fees. If the property owner is found in violation under subsection (e) of this section and costs are assessed, but a fine is not imposed pursuant to section 9-39, a code compliance lien may be recorded against the property for the amount of the costs. Such lien shall be superior to all other liens and shall bear interest ~~of ten percent~~ per annum in accordance with Section 55.03(1), Florida Statutes, as determined by the Palm Beach County Chief Financial Officer. The interest to be charged shall be calculated from the date the order is entered by the board.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 4. Repeal of Laws in Conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption.

**NO. 646778**  
**LEGAL NOTICE OF**  
**PROPOSED ORDINANCE**  
**TOWN OF LAKE PARK**

Please take notice that on Wednesday, January 18, 2012 at 7:00 p.m. the Town Commission of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:

**ORDINANCE NO. 01-2012**  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 34, ARTICLE I, SECTION 34-2 OF THE TOWN CODE, ENTITLED "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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Vivian M. Lemley, Town Clerk  
Town of Lake Park, Florida  
PUB: The Palm Beach Post  
January 8, 2012

**Discussion  
And  
Possible  
Action**

# TAB 8





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 18 2012

Agenda Item No.

Tab 8

- Public Hearing, Resolution, Ordinance on First Reading, Discussion/Possible Action, Ordinance on Second Reading, Bid/RFP Award, Presentation/Proclamation, Consent Agenda, Other.

SUBJECT: ADA Compliant Restrooms/Storage Building at Bert Bostrom Park

RECOMMENDED MOTION/ACTION: Award Bid

Approved by Town Manager

Handwritten signature of Virginia Martin

Date:

Handwritten date 1/9/12

Virginia Martin, Grants Writer Name/Title

January 9, 2012 Date of Actual Submittal

Table with 3 columns: Originating Department (Grants), Costs (\$56,873.00), Attachments (Bid Documents, Bid Tabulation Form), Department Review (Finance checked), Advertised (Not Required checked), Yes I have notified everyone (checked).

Summary Explanation/Background: Summary Explanation/Background: The Town of Lake Park has received a Community Development Block Grant to construct an ADA compliant

restroom-storage building at the site of the existing building at the southeast quadrant of Bert Bostrom Park. The grant amount is \$53,377.00. The existing building has significant termite damage, and the existing restrooms do not meet ADA requirements.

The bid documents for the Bert Bostrom Park restroom-storage building were prepared in-house as a design-build project. The 512 s.f. building basic floor plan shows room sizes, electrical and plumbing needs, roof type, hardware and fixture specifications that were provided as part of the bid documents. The contractor will be required to prepare final construction plans suitable for the issuance of a building permit. Alternates I, II, & III were included in the bid documents to utilize the funds. Alternate I is less expensive exterior lighting in lieu of LED fixtures. Alternate II is a floor tile upgrade in the restrooms. Alternate III is grading and sod adjacent to the walkways.

The project was advertised for bid on December 4, 2011. Bids were received on January 9, 2012 with 5 (five) bids received. The lowest responsive base bid from a qualifying firm was submitted by Ahrens Companies of Lake Park in the amount of \$59,930.00 with the following alternatives.

The Town can realize some additional cost savings by:

(a) Using Epoxy paint on the restroom floors in lieu of tile	-1,110.00
(b) Deleting the pull-down attic access ladder	- 525.00
(c) Using Plywood for ceilings in lieu of Hardie Panels	-1,014.00
(d) Change Copper drip edge to Galvanized	- 408.00
<b>Additional Savings on Project</b>	<b>\$ 3,057.00</b>

This proposal includes none of the Alternatives listed in the bid documents, but does include four alternatives suggested by the bidder (noted above.) The CDBG Award for this project is \$53,377. The lowest qualified responsive bidder came in at \$56,873 (taking cost savings into account) leaving a shortfall of \$3,496. The Town Manager has indicated that there are adequate funds available in the Non-Departmental Contingency Fund to cover the shortfall.

The recommendation to the Commission is to award the project to Ahrens Companies in the amount of \$56,873.00, using the \$53,377 Community Development Block Grant awarded by Palm Beach County Board of County Commissioners, and supplement it with \$3,496 from the Non-Departmental Contingency Fund.

The Palm Beach County Department of Housing and Community Development has been advised of the recommendation and also must approve the award.



**BID TABULATION**  
**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING DESIGN-BUILD**  
**TOWN OF LAKE PARK BID NO. 101-2012**

ITEM NO.	ITEM DESCRIPTION	UNIT	Qty.	Ahrens Companies	Robling Architecture Const.	West Construction	Decon Env. & Eng.	JMW Construction
1	Indemnification	Job	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2	Performance & Payment Bond	L.S.	1	\$ 1,870.00	\$ 700.00	\$ 1,200.00	\$ 1,920.00	\$ 1,200.00
3	Building Construction Plans	L.S.	1	\$ 2,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00	\$ 8,000.00
4	Mobilization, Registration with Town & Permits	L.S.	1	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 5,000.00	\$ 4,000.00
5	Considerations for Davis/Bacon Requirements	L.S.	1	\$ 240.00	\$ 6,000.00	\$ 2,000.00	\$ 3,300.00	<i>incl.</i>
6	Provide labor, equipment, and materials to prepare site, construct building incl. shop drawings, utility connections, sidewalk (items identified in scope of work.	L.S.	1	\$ 54,720.00	\$ 55,180.00	\$ 60,821.00	\$ 57,955.00	\$ 38,500.00
	<b>BASE BID TOTAL ITEMS 1 THRU 6</b>			<b>\$ 59,930.00</b>	<b>\$ 67,480.00</b>	<b>\$ 68,521.00</b>	<b>\$ 72,775.00</b>	<b>\$ 51,800.00</b>
7	Alternate I: CFL Wall Pack Exterior Light Fixture (4) in lieu of LED fixture	Deduct		\$ 768.00	\$ 800.00	\$ 400.00	\$ 325.00	\$ 120.00
8	Alternate II: Fl.Tile Upgrade to Checkerboard	Add		\$ 1,266.00	\$ 600.00	\$ 400.00	\$ 300.00	\$ 250.00
9	Alternate III: Grading & Bahia Sod (Est. 90 S.Y.)	Add		\$ 270.00	\$ 1,200.00	\$ 350.00	\$ 540.00	\$ 750.00

\*\* Bid determined to be non-responsive

\* Recommended Award of Bid to Ahrens Companies

Bid Tabulation Compiled by: Richard Pittman, CRA Project Mgr.

<b>FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS</b>					
<a href="#">Home</a>	<a href="#">Contact Us</a>	<a href="#">E-Filing Services</a>	<a href="#">Document Searches</a>	<a href="#">Forms</a>	<a href="#">Help</a>
<a href="#">Previous on List</a>	<a href="#">Next on List</a>	<a href="#">Return To List</a>	<a href="#">Entity Name Search</a>		
<a href="#">Events</a>	<a href="#">Name History</a>	<input type="button" value="Submit"/>			
<h2>Detail by Entity Name</h2>					
<h3><u>Florida Profit Corporation</u></h3>					
AHRENS ENTERPRISES, INC.					
<h3><u>Filing Information</u></h3>					
Document Number	V05323				
FEI/EIN Number	650297589				
Date Filed	01/09/1992				
State	FL				
Status	ACTIVE				
Last Event	NAME CHANGE AMENDMENT				
Event Date Filed	11/23/1998				
Event Effective Date	NONE				
<h3><u>Principal Address</u></h3>					
1461 KINETIC ROAD LAKE PARK FL 33403 US					
Changed 04/26/2001					
<h3><u>Mailing Address</u></h3>					
1461 KINETIC ROAD LAKE PARK FL 33403 US					
Changed 04/23/2009					
<h3><u>Registered Agent Name &amp; Address</u></h3>					
FLEISHER, BARBARA 1461 KINETIC ROAD LAKE PARK FL 33403 US					
Name Changed: 11/30/2009					
Address Changed: 04/26/2001					
<h3><u>Officer/Director Detail</u></h3>					
<b>Name &amp; Address</b>					
Title PST					
FLEISHER, BARBARA 1461 KINETIC ROAD LAKE PARK FL 33403					
Title CEO					
AHRENS, RICHARD 1461 KINETIC ROAD LAKE PARK FL 33403					

AC# 5140885

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10083001153

DATE	BATCH NUMBER	LICENSE NBR
08/30/2010	108056229	CBC006515

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

AHRENS, RICHARD C  
AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK

FL 33403-1911 WE TRUST

CHARLIE CRIST  
GOVERNOR

CHARLIE FIEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.taxcollectorpbcc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
 LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 CW BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9139 - 09/30/11	\$264.60	B40078296

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200116431  
 EXPIRES: SEPTEMBER 30, 2012**

AHRENS COMPANIES  
 AHRENS COMPANIES  
 1461 KINETIC RD  
 LAKE PARK, FL 33403-1911



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.taxcollectorpbcc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
 LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9139 - 09/30/11	\$27.50	B40078297

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200116430  
 EXPIRES: SEPTEMBER 30, 2012**

AHRENS COMPANIES  
 AHRENS COMPANIES  
 1461 KINETIC RD  
 LAKE PARK, FL 33403-1911



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

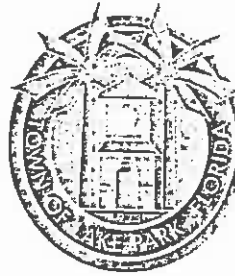
Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: CO108 BUILDING CONTRACTORS, GENERAL

Tax 148.05  
Penalty  
Transfer

Total Paid 148.05

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anne M. Costello*

A THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA010 WAREHOUSE - 5,000 SF OR LESS

Tax 69.30  
Penalty  
Transfer

Total Paid 69.30

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anne M. Costello*

A THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA012 WAREHOUSE - OVER 5000 S.F.

Tax 49.35  
Penalty  
Transfer

Total Paid 49.35

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anne M. Costello*

A THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

**PROPOSAL**





BID FORM: BID No. 101-2012

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN/BUILD)**

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 LUMP SUM TOTAL BASE BID for this project is:

fifty nine thousand nine hundred thirty & 00/100 Dollars (\$59,930.00 )

Completion: Ninety (90) calendar days after Commencement of Work [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 # <u>1</u> (if issued)	<u>Yes</u>
- Bid Surety (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 (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 Nonsegregated Facilities	<u>Yes</u>
- Workforce Projection	<u>Yes</u>

NAME OF FIRM Ahrens Enterprises Inc. d/b/a Ahrens Companies

ADDRESS 1461 Kinetic Road  
Lake Park 33403

PHONE# 561 863-9004 FAX# 561 863-9007

AUTHORIZED SIGNATURE Barbara Fleisher

NAME & TITLE (TYPED or PRINTED) BARBARA Fleisher, President

POINT OF CONTACT EMAIL ADDRESS: rahrens@ahrenscompanies.com

DATE: 1/9/12 TAX PAYER ID#: 65-0297589

BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN BUILD)  
TOWN OF LAKE PARK BID NO. 101-2012  
SCHEDULE OF BID ITEMS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Performance & Payment Bond	L.S.	1	<u>1,870.00</u>
3.	Building Construction Plans	L.S.	1	<u>2,500.00</u>
4.	Mobilization, Registration with Town, and Permits	L.S.	1	<u>500.00</u>
5.	Considerations for Davis/Bacon requirements	L.S.	1	<u>240.00</u>
6.	Provide labor, equipment, and materials to prepare site, construct building incl. shop drawings, utility connections, sidewalk (items identified in scope of work).	L.S.	1	<u>54,720.00</u>

BASE BID: TOTAL ITEMS 1 THRU 6 \$ 59,930.00

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

- 7. ALTERNATE I: CFL Wall Pack Exterior Light Fixtures (4) in lieu of LED fixture DEDUCT: \$ 768.00
- 8. ALTERNATE II: Floor Tile Upgrade to Checkerboard ADD: \$ 1,266.00
- 9. ALTERNATE III: Grading & Bahia Sod (Est. 90 s.y.) ADD: \$ 270.00

Submitted By: *Ombaria Fleisher*

Name of Firm: *Ahrens Companies*

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID. ALTERNATES MAY BE INCORPORATED IN THE AWARD AS THE BUDGET PERMITS.

CLARIFICATIONS/EXCEPTIONS

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

See Attached

## CLARIFICATIONS/EXCEPTIONS

1. The Town of Lake Park will demolish the existing building on the site of the new building and cap all utilities 5' outside the new building.
2. Fill for the building pad to be delivered to site by The Town of Lake Park and will be spread and compacted by Contractor.
3. Any exporting or importing of fill or top soil is excluded.
4. Fine grading and sod around the building and sidewalk is not included in the base bid.
5. The Town of Lake Park will provide the finished floor elevation.
6. A geotechnical report has not been provided.
7. Builder's Risk Insurance is not included.
8. All permit fees are excluded.
9. The toilet paper dispensers are to be provided and installed by the Town.
10. No base is included.
11. Stucco is to have a light texture finish.
12. CPVC pipe is to be used for water lines.
13. The following design changes are required to meet code and are incorporated into our base bid.
  - a. Footing to be 16" x 16" w/ (3) #5's continuous and (1) #5 perpendicular @12" o.c.
  - b. CMU walls to have filled cells @ 32" o.c. w/ (1) #5.
  - c. Top of wall to have two (2) bond beams, each w/ (1) #7 continuous.

14. Voluntary Alternates:

- a. Change ceiling height from 9' to 8'. Please deduct .....\$1,348.00- *57my*
  - 1/10* - b. Epoxy paint on rest Room floors in lieu of tile. Please deduct .....\$1,110.00.
  - 1/10* c. Delete pull-down attic access ladder. Please deduct .....\$525.00.
  - 1/10* d. Use plywood for ceilings in lieu of Hardie Panels. Please deduct ...\$1,014.00.
  - e. Change urinals to wall hung. Please deduct .....\$337.00- *57my*
  - f. Change non-cooled drinking fountain to water cooler. Please deduct \$738.00.
  - 1/10* - *1/10* g. CHANGE Copper drip edge to Galvanized. Please deduct .....\$408.00.
- TOTAL POSSIBLE SAVINGS.....\$5,480.00

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').

NAME OF COMPANY                      ADDRESS OF COMPANY                      PHONE/CONTACT

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

*see attached*

## LIST OF SUBCONTRACTORS

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE / CONTACT</u>
1) Team Surveying Solutions	1120 SW 19th St, Fort Lauderdale	(954) 522-7085 Gregory Mire
2) Sunny State Nursery & Landscape	10716 Heritage Farms Rd, Lake Worth	(561) 966-1234 Rich Ebersold
3) MGM Shell Contractors	P.O. Box 31238, Palm Beach Gardens	(561) 222-4501 Rick Garrison
4) Bean Drywall, Inc.	5900 Silver Oak Dr, Fort Pierce	(772) 460-6110 Brian Bean
5) Capitol Carpet & Tile	4786 N. Congress Ave, Boynton Beach	(561) 333-9800 Gary Syden
6) Color Factory, Inc.	1941 NW 40th Ct, Deerfield Beach	(954) 596-9996 Chris Stephan
7) Jet Plumbing	11004 SW Hawkview Cir, Stuart	(561) 248-2426 Jay Tupper
8) Farina Electrical Constructors, Inc.	118 North 32nd Ave, Hollywood	(786) 444-6954 Charles Farina

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Ahrens Companies, 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.

Barbara Fleisher 1/9/12  
Authorized Signature (Date)  
BARBARA Fleisher, President  
Name & title (typed)



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 Sebastian  
Address: 202 Airport Drive East  
Sebastian FL

Point of Contact: Joe Griffin  
Phone Number: 772-228-7013  
Fax Number: 772-228-7078

REFERENCE #2

Company/Agency Name: City of Coral Springs  
Address: 9551 West Sample Road  
Coral Springs FL 33065

Point of Contact: Art Resnick  
Phone Number: 954 344-1101  
Fax Number: 954 344-5948

REFERENCE #3

Company/Agency Name: City of Margate  
Address: 901 NW 66th Ave  
Margate, FL 33063

Point of Contact: Reddy Chitepu  
Phone Number: 954-970-3004  
Fax Number: 954-978-7349

INCLUDE PROOF OF PROPER LICENSING  
(APPLICABLE LICENSING TO PERFORM THE  
REQUIRED SERVICES)

*See Attached*

AC# 5140885

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10083001153

DATE	ISSUE NUMBER	LICENSE NBR
08/30/2010	108056229	CBC006515

The BUILDING CONTRACTOR  
 Named below IS CERTIFIED  
 Under the provisions of Chapter 489 FS  
 Expiration date: AUG 31, 2012

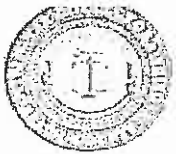
AHRENS, RICHARD C  
 AHRENS COMPANIES  
 1461 KINETIC ROAD  
 LAKE PARK

FL 33403-1911 WE TRUST

CHARLIE CRIST  
 GOVERNOR

CHARLIE LIEM  
 SECRETARY

DISPLAY AS REQUIRED BY LAW



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.taxcollectorpbc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
 LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 CW BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9139 - 09/30/11	\$264.60	B40076296

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200116431  
 EXPIRES: SEPTEMBER 30, 2012**

AHRENS COMPANIES  
 AHRENS COMPANIES  
 1461 KINETIC RD  
 LAKE PARK, FL 33403-1911



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.



**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.taxcollectorpbc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

1461 KINETIC ROAD  
 LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	U12.9139 - 09/30/11	\$27.50	B40078297

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200116430  
 EXPIRES: SEPTEMBER 30, 2012**

AHRENS COMPANIES  
 AHRENS COMPANIES  
 1461 KINETIC RD  
 LAKE PARK, FL 33403-1911



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

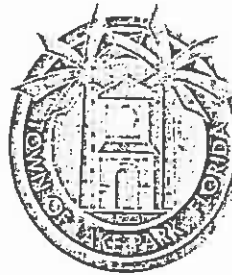
Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: CO108 BUILDING CONTRACTORS, GENERAL

Tax 148.05  
Penalty  
Transfer

Total Paid 148.05

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA010 WAREHOUSE - 5,000 SF OR LESS

Tax 69.30  
Penalty  
Transfer

Total Paid 69.30

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

AHRENS, RICHARD C  
(561)863-9004

2012

TOWN OF LAKE PARK  
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL. 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

No: 03280

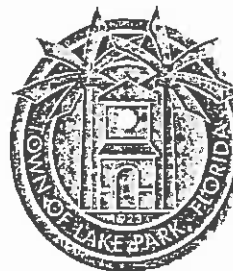
Date: 10/05/11

Address: 1461 KINETIC RD  
LAKE PARK FL 33403  
Activity: WA012 WAREHOUSE - OVER 5000 S.F.

Tax 49.35  
Penalty  
Transfer

Total Paid 49.35

Issued to: AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403



*Anna M. Costello*

A

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS BUSINESS TAX OFFICIAL

INCLUDE PROOF OF EXISTING INSURANCE

*See Attached*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/31/2011

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 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> Tequesta Agency, Inc. 218 S. US Highway One Suite 300 Tequesta FL 33469		<b>CONTACT NAME:</b> Jodie Eber <b>PHONE (A/C No. Ext):</b> (561) 746-4546 <b>E-MAIL ADDRESS:</b> jeber@tequestaagency.com <b>PRODUCER CUSTOMER ID #:</b> 00005379		<b>FAX (A/C. No.):</b> (561) 746-9599	
<b>INSURED</b> Ahrens Enterprises, Inc., DBA: dba Ahrens 1461 Kinetic Road Lake Park FL 33403		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Valley Forge Insurance Co.		20508	
		<b>INSURER B:</b> Transportation Insurance Co.		20494	
		<b>INSURER C:</b> Steadfast Insurance Co.			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

COVERAGES CERTIFICATE NUMBER: 11/12 GL REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		C2075808864	1/30/2011	1/30/2012	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X				MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> X, C, U INCLUDED					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> CONTRACTURAL LIABILITY					GENERAL AGGREGATE \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		2075808900	1/30/2011	1/30/2012	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC275809481	1/30/2011	1/30/2012	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					N/A	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	PROFESSIONAL LIABILITY		PEC0967361301	1/30/2011	1/30/2012	PER CLAIM/AGGREGATE \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  TOWN OF LAKE PARK 535 PARK AVENUE LAKE PARK, FL 33403	<b>CANCELLATION</b>  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  Mark Kasten/JODIE
--	---

NONCOLLUSION AFFIDAVIT

State of Florida  
County of Palm Beach

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

(1) She is PRESIDENT of Ahrens Companies, the Design-Build Firm that has submitted a Bid/Proposal to perform work for the following project:

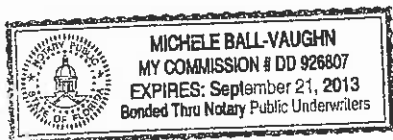
Contract #: 101-2012 Project Name: Bert Bostrom Park Restroom - Storage Bldg.

- (2) He is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
- (3) Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;
- (4) Neither the said Design-Build Firm 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 Design-Build Firm, firm or person to submit a collusive or sham Bid/Proposal in connection with the Design-Build Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding in connection with such Design-Build Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Design-Build Firm, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Design-Build Firm, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Design-Build Firm, 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/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Design-Build Firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Barbara Fleisher  
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of January 2012 by Barbara Fleisher, who is personally known to me or who has produced as identification.

NOTARY SEAL:



Notary Signature: Michele Ball-Vaughn  
Notary Name: Michele Ball-Vaughn  
Notary Public-State of Florida



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared BARBARA Fleisher, who, after being by me first duly sworn, deposes and says:

(1) I am President of AHRENS COMPANIES, the Design-Build Firm that has submitted a Bid/Proposal to perform work for the following project:

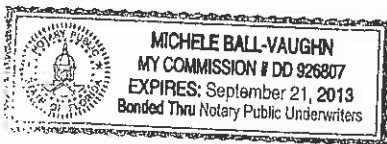
Contract #: 101-2012 Project Name: Bert Bostrom Restroom

(2) I, the undersigned, hereby depose and say that no portion of the sum bid/proposed 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.

Barbara Fleisher  
Signature

Subscribed and sworn to (or affirmed) before me this 9 day of JANUARY 2012 by BARBARA Fleisher, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: Michele Ball-Vaughn  
Notary Name: Michele Ball-Vaughn  
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 BARBARA Fleisher, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that (1) He/she is the PRESIDENT of ARENS Companies, hereinafter referred to as the Design-Build Firm; who submitted a Bid/Proposal to perform work for the following project:

Contract #: 101-2012 Project Name: Bert Bostrom Park Restroom - Storage Bldg.

(2) He/she is fully informed that the Bid/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 Design-Build Firm 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 Design-Build Firm acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Design-Build 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 Design-Build Firm acknowledges the responsibility of informing all of its subcontractors/subconsultants that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Design-Build Firm acknowledged the responsibility that all of its subcontractors/subconsultants are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors/subconsultants, and that the Design-Build Firm will retain such certifications in its files. Furthermore, should the subcontractor/subconsultant be subsequently found ineligible after award of the Design-Build Contract, its contract with the Design-Build Firm 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.

Barbara Fleisher  
Signature

Subscribed and sworn to (or affirmed) before me this 6 day of January, 2012 by Barbara Fleisher, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: Michele Ball-Vaughn  
Notary Name: Michele Ball-Vaughn  
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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/Proposal. 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 Design-Build Firm agrees that (except where he/she has obtained identical certification from proposed subcontractors/subconsultants for specific time periods) he/she will obtain identical certifications from proposed subcontractors/subconsultants 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 Restroom Storage Bldg.

Company Name and Address:

Ahrens Companies

1461 Kinetic Road

Lake Park Fl 33403

Barbara Heisher  
Signature

BARBARA Heisher, President  
Name and Title

1/9/12  
Date

WORKFORCE PROJECTION

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

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

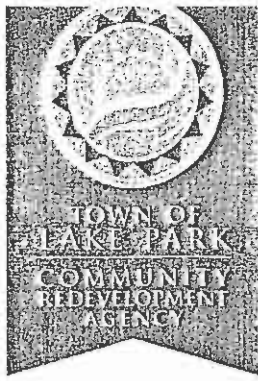
- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and 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: \_\_\_\_\_

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: \_\_\_\_\_

Submitted by: *Debara Fluster*

S:\CapImp\MUN\CIPAL\LakePark\BertBostromParkRestrms\FederalRequirements\_DB.wpd



Arts  
District



Commerce  
District



Hometown  
District

December 30, 2011

**ADDENDUM NO. 1  
TOWN OF LAKE PARK  
BERT BOSTROM PARK  
RESTROOM-STORAGE BUILDING  
BID NO. 101-2012**

**BERT BOSTROM RESTROOM-STORAGE BUILDING**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *BERT BOSTROM PARK RESTROOM-STORAGE BUILDING, Town of Lake Park Bid No. 101-2012*

BOUND CONTRACT DOCUMENT:

PAGE 9, the fifth bullet from the top of the page should be changed to read: Attendance of a pre-construction meeting with the Palm Beach County Dept. of Housing and Community development to review procedures and payroll report requirements to meet Davis-Bacon grant requirements.

A question was asked at the pre-bid meeting referring to NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY; page PBC 1 of 1, and the *Goals for minority participation for each trade*. Question: "What is the expectation to have minority participation for each trade?" Response: "The goals are 22.4% for minority and 6% for female and are applicable to all the Contractor's construction work for each trade for the life of the project."

PAGE 15, CONTRACT TIME, DELETE THE FIRST SENTENCE. ADD THE FOLLOWING: The time for completion of the construction phase shall be ninety (90) calendar days from an agreed upon date following the receipt of the building permit, not to exceed fifteen calendar days. Commencing upon receipt of a Town purchase order, twenty-one calendar days is allotted for the design phase and submittal to the Town's Building Department for a building permit.

PAGE 15, CONTRACT TIME, ADD THE FOLLOWING:

The Contractor awarded this project shall provide a detailed construction schedule in a format acceptable to the Town. The schedule shall be provided at the time of submittal of the performance bond and insurance certificate.

Addendum No. 1 (Cont.)

PAGE 15, PAYMENT, ADD THE FOLLOWING:

The Contractor awarded this project shall provide a detailed schedule of values for approval before their first application for payment.

PAGE 25, SCOPE OF WORK, Add the following:

TOWN PROVIDED SERVICES

- The Town will provide a property survey to accompany the construction plans submitted for permit if required by the Building Official.
- The Town will provide a geotechnical report to accompany the construction plans submitted for permit if required by the Building Official.
- Demolition and removal of existing building.
- Provide & deliver fill material to the site (Contractor to distribute and compact).
- New electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

PLAN SET:

Sheet 2 of 4: ADD NOTE: Existing sanitary sewer will be capped in advance of demolition of the existing building. The plumbing subcontractor shall include in the new installation a clean out at the point of reconnection to the existing sanitary sewer.

Sheet 2 of 4: ADD NOTE: Interior walls separating public/non-public spaces shall meet the code required one hour fire rating.

Sheet 4 of 4: ADD NOTE: The Town will provide a new electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

.....  
Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
December 30, 2011

Signed By: Vivian Mendez-Lemley  
Vivian Mendez-Lemley  
Town Clerk

Bidder:

Signed By: Barbara Fleisher  
Print Name: BARBARA Fleisher  
Title: President  
Date: 1/9/12

End of Addendum #1



Arts  
District



Commerce  
District



Hometown  
District

BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
TOWN BID NO. 101-2012  
RESPONSE TO RFI

December 30, 2011

The following questions were submitted to the Town Clerk prior to end of day Dec.29, 2011.

1. What is the purpose of allowing "Alternate Bids" as described on page 11 of the Instruction to Bidders?

Response: The budget is \$53,000. It may be in the best interest of the Town to consider an alternate bid if no bids are received within or close to the budget.

2. Will the fill brought in by the Town be spread by the Town or Contractor?

Response: Contractor.

3. For Alternate #3, what do you mean by grading?

Response: The new sidewalk will be slightly higher than the current adjacent ground level. The Town will provide the fill needed for the contractor to spread, compact and "harmonize" with adjacent ground in preparation for placing sod.

4. For the base bid, what condition is the area to be left in, as far as grading is concerned.

Response: Keep in mind that the Town will be demolishing the building prior to the contractor commencing work. The contractor will be expected to "harmonize" fill adjacent to new construction, remove rubble/debris created by the contractor and smooth out ruts. The contractor will be expected to confine access across the sidewalk and grassed areas.

5. Is Builder's Risk Insurance required?

Response: No. Builder's Risk insurance is an option of the contractor.

6. Are the fiber cement panels on the ceiling to be smooth?

Response: Contractor's option.

End of Response to RFI

Prepared by: Richard Pittman  
CRA Project Manager

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ahrens Enterprises, Inc. d/b/a Ahrens Companies  
1461 Kinetic Rd., Lake Park, FL 33403

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company  
One Newark Center, Newark, NJ 07102-5207

a corporation duly organized under the laws of the State of NJ  
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Lake Park  
535 Park Ave., Lake Park, FL 33403

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bert Bostrom Park Restroom- Storage Building (Design-Build)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 9th day of January, 2012

Ahrens Enterprises, Inc. d/b/a Ahrens Companies

(Principal)

(Seal)

By:

Dubava Fleischer, President  
(Title)

International Fidelity Insurance Company

(Surety)

(Seal)

By:

Brett Rosenhaus  
Attorney-in-Fact (Title)



# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JASON KATZ, BRETT ROSENHAUS

Lake worth, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



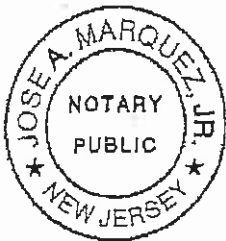
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9TH day of JANUARY, 2012

Assistant Secretary

# BERT BOSTROM PARK RESTROOM-STORAGE BUILDING

## DESIGN BUILD

### TOWN OF LAKE PARK

TOWN PROJECT NO. 101-2012

#### TOWN COMMISSION

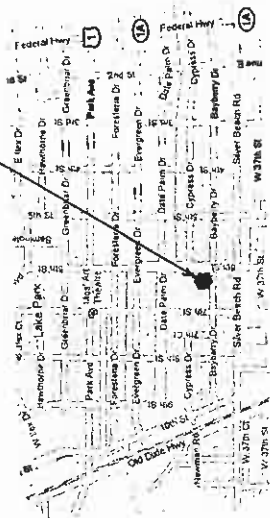
James DuBois	----	Mayor
Kendall Rumsey	----	Vice Mayor
Steven Hockman	----	Commissioner
Jeanine Longtin	----	Commissioner
Tim Stevens	----	Commissioner
-----		
Maria Davis	----	Town Manager

#### PLAN SET INDEX

SHEET #	
1	COVER SHEET
2	SITE PLAN/FLOOR PLAN
3	SECTION/PROFILE
4	HARDWARE/ACCESSORIES & ELECTRICAL



PROJECT LOCATION



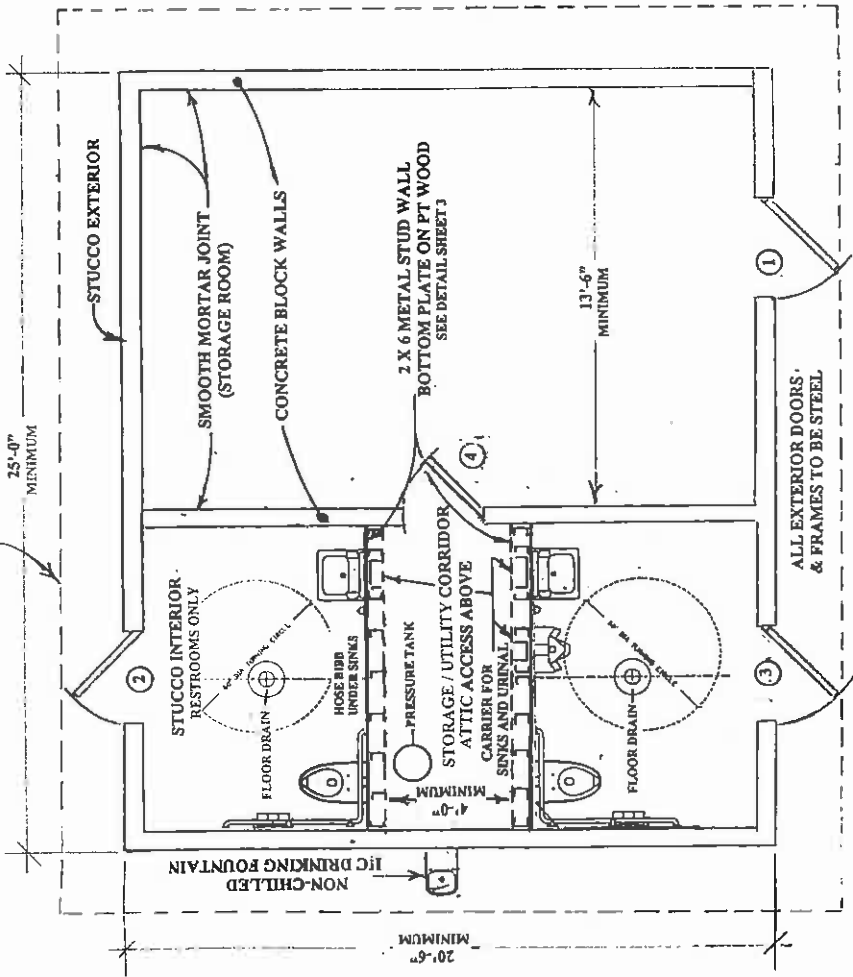
THESE SIGNED & SEALED DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND DO NOT REPRESENT ALL CODE REQUIREMENTS AND DESIGN CRITERIA REQUIRED FOR BUILDING DEPARTMENT APPROVAL. CONTRACTOR AWARDED THE PROJECT IS REQUIRED TO HAVE PLANS PREPARED SUITABLE FOR BUILDING DEPARTMENT PERMIT APPROVAL.

**DOOR SCHEDULE**

1. 3'X 6'-8" METAL JAMB/METAL DOOR W/ADA LEVER HDW.
2. 3'X 6'-8" METAL JAMB/METAL DOOR W/ADA LEVER HDW.
3. 3'X 6'-8" METAL JAMB/METAL DOOR W/ADA LEVER HDW.
4. 3'X 6'-8" METAL JAMB/1-3/4" METAL OR EXTERIOR GRADE SOLID CORE

18 GAUGE

ROOF OVERHANG  
ALL PERIMETERS 2'-0" MINIMUM



**FLOOR PLAN**

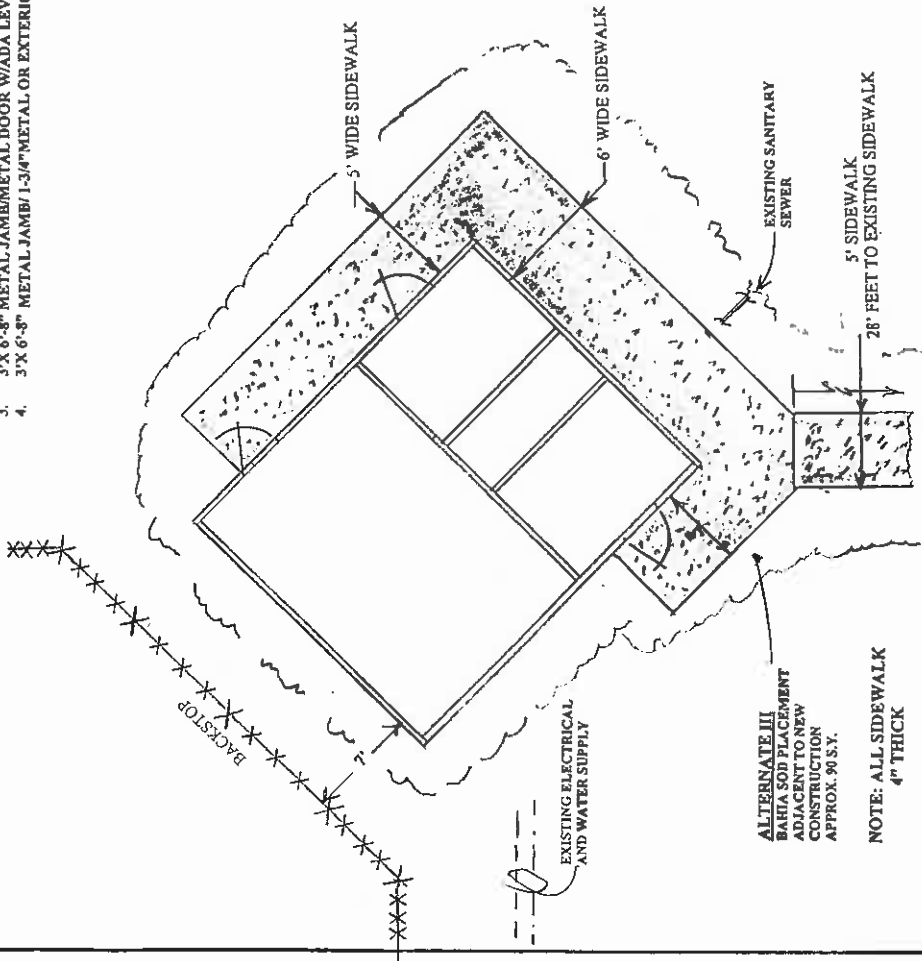
SCALE: 1/8"=1'-0"

NOTE: PLUMBING SYSTEM WILL REQUIRE TANK (APPROXIMATELY 10 GALLONS) TO ADEQUATELY OPERATE FLUSHMETERS.

NOTE:  
1. THIS PROJECT LOCATION IS WITHIN THE 140 MPH WIND ZONE DESIGN CRITERIA.  
2. AREAS DENOTED FOR STUCCO SHALL RECEIVE INDUSTRY STANDARD SCRATCH COAT AND FINISH COAT.

**SITE PLAN**

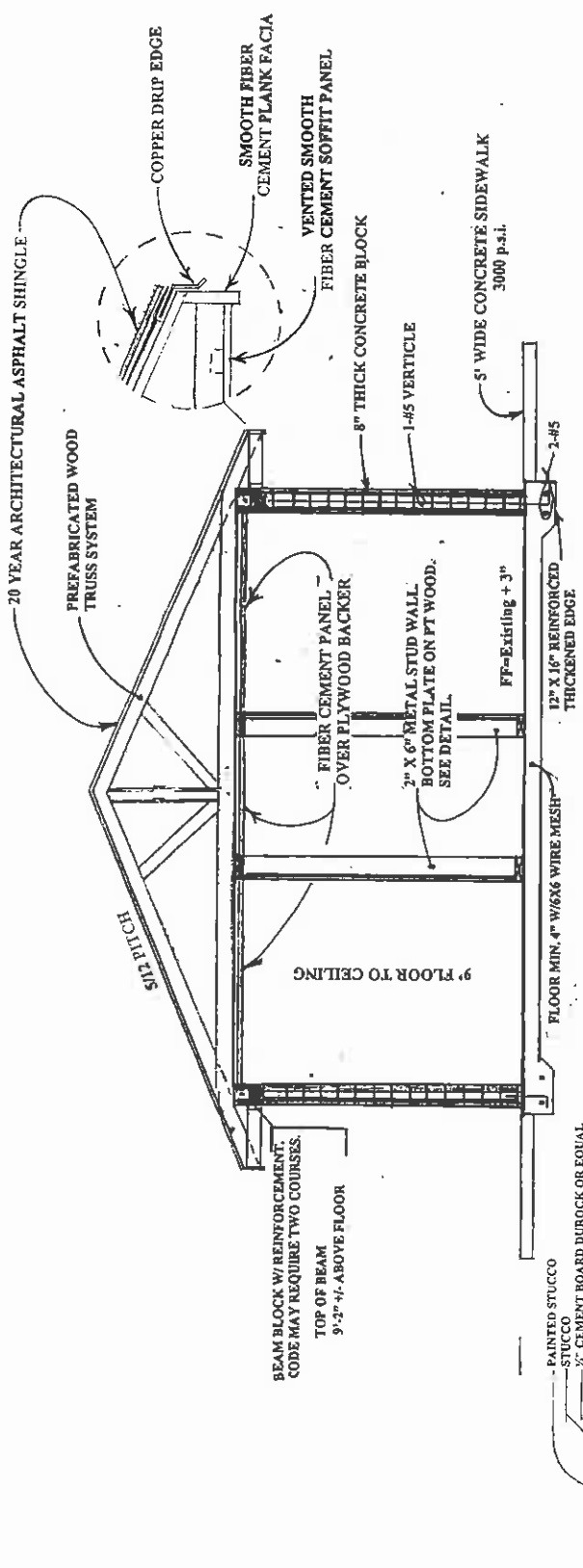
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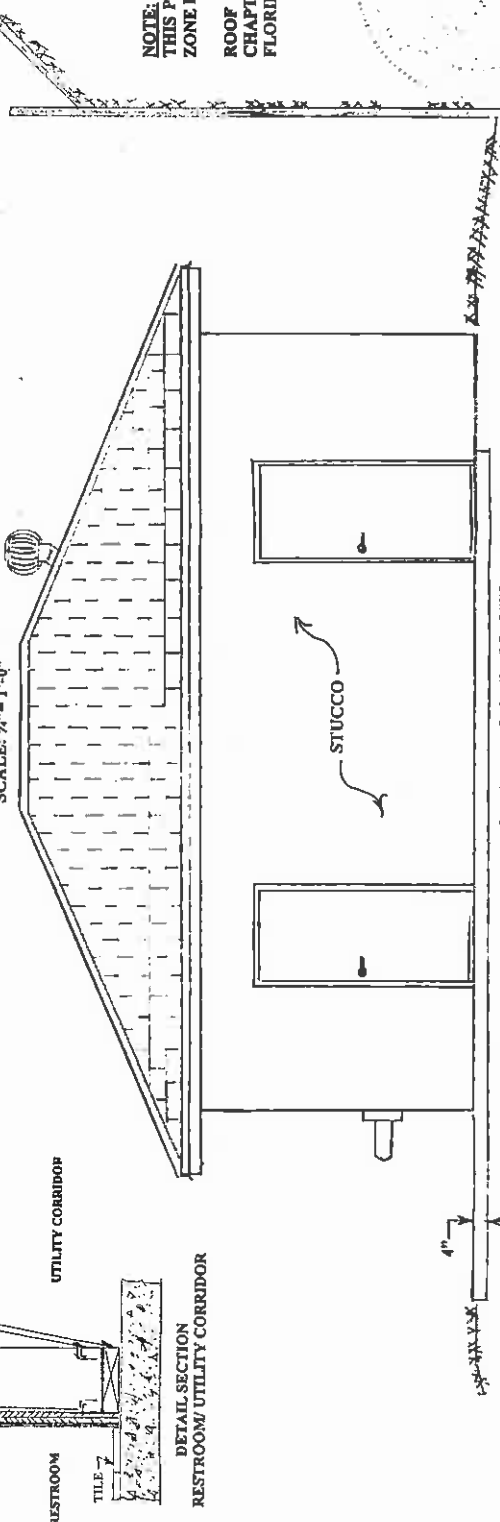
THESE SIGNED & SEALED DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND DO NOT REPRESENT ALL CODE REQUIREMENTS AND DESIGN CRITERIA REQUIRED FOR BUILDING DEPARTMENT APPROVAL CONTRACTOR AWARDED. THE PROJECT IS REQUIRED TO HAVE PLANS PREPARED SUITABLE FOR BUILDING DEPARTMENT PERMIT APPROVAL.

BERT BOSTROM PARK  
RESTROOM/ STORAGE BUILDING  
DESIGN BUILD  
TOWN OF LAKE PARK  
FLOOR PLAN/SITE PLAN  
SCALE: AS NOTED  
DRAWN: RDP  
DATE: 05/11/11  
PROJ. # 101-2012  
SHEET: 2 OF 4

*Richard D. Pappas*  
12/05/11



**SECTION LOOKING NW**  
SCALE: 1/8"=1'-0"

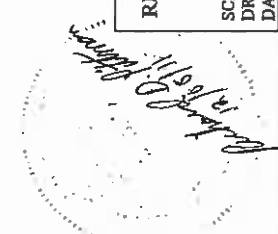


**PROFILE LOOKING SW**  
SCALE: 1/8"=1'-0"

THESE SIGNED & SEALED DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND DO NOT REPRESENT ALL CONDITIONS AND RESULTS OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR AWARDED THE PROJECT IS REQUIRED TO HAVE PLANS PREPARED SUITABLE FOR BUILDING DEPARTMENT PERMIT APPROVAL.

**NOTE:**  
THIS PROJECT LOCATION IS WITHIN THE 140 MPH WIND ZONE DESIGN CRITERIA.

ROOF SYSTEM MUST MEET FLORIDA BUILDING CODE CHAPTER 15. ROOFING PRODUCTS MUST HAVE STATE OF FLORIDA PRODUCT APPROVAL.



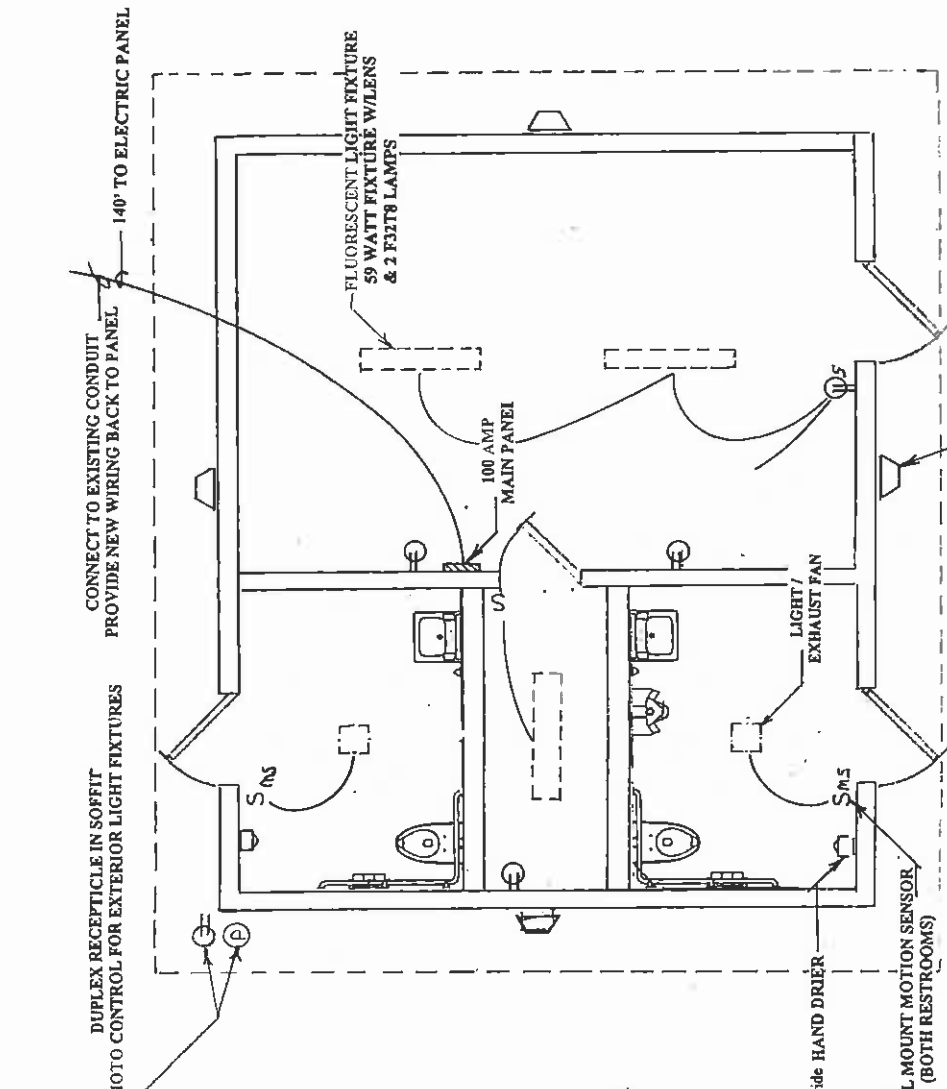
BERT BOSTROM PARK  
RESTROOM/ STORAGE BUILDING  
DESIGN BUILD  
TOWN OF LAKE PARK  
SECTION/PROFILE  
SCALE: AS NOTED  
DRAWN: RDP  
DATE: 05/11/11  
PROJ. # 101-2012  
SHEET: 3 OF 4

**HARDWARE/ACCESSORIES/PRODUCT REQUIREMENTS**

**BERT BOSTROM PARK RESTROOM/STORAGE.**  
 Listed below are minimum hardware/accessory/product requirements. The contractor awarded the project will be asked to submit product information on all the below listed products within two weeks of signing the contract. The product information will be reviewed for compliance with requirements. In some instances the Town may request a change order to upgrade to a Town standardized product.

No discontinued product line remnants shall be accepted.

- LOCKSET:** Commercial lever, Grade 2-Entrance, satin chrome, ADA compliant (3 required).  
 Commercial knob, Grade 2-Storeroom, satin chrome (1 required for utility corridor)  
 Commercial, Double Deadbolt, Grade 2, satin chrome (1 required exterior storage).  
 Note: Two restrooms are keyed alike. Storage room, utility corridor and double deadbolt are keyed alike.
- HAND DRYER:** Commercial Low Profile, White, Automatic, ADA compliant (2 required).  
 Commercial, Washout Floor Mount, 15" x 18" x 38", White, low consumption (1 required).
- FLUSHMETER:** Made in the USA; Commercial, Exposed, Diaphragm, ADA compliant metal oscillating non-hold open handle with triple seal handle packing fixed metering bypass, controlled flush accuracy, 1-1/2" offset.
- DOOR CLOSERS:** Commercial, Fully Hydraulic Checking, Adjustable 2-5, ADA compliant, (3 required).
- LAVATORY SINK:** Commercial, White Vitreous China, Wall Mount, 21" x 18", accepts concealed arm carrier, single hole faucet mount, ADA compliant (2 required).
- LAVATORY FAUCET:** Commercial, Metering, Cast Brass/Chrome, Automatic Shut-off, adjustable flow cycle, ADA compliant (2 required).
- TOILET:** Commercial, Vitreous China, White, Floor Mount, High Efficiency 1.2-1.6, ADA compliant, (2 required).
- URNAL:** Commercial, Washout Floor Mount, 15" x 18" x 38", White, low consumption (1 required).
- FLUSHMETER:** Made in the USA; Commercial, Exposed, Diaphragm, ADA compliant metal oscillating non-hold open handle with triple seal handle packing fixed metering bypass, controlled flush accuracy, 1-1/2" offset.
- SILL COCK:** Loose Key, Angled, Brass, Solid Flange 3/4" FIP 3/4" hose connection (2 required).
- HOSE VACUUM BREAKER:** Brass breakaway seiscer (2 required).
- WATER SUPPLY STOP VALVE:** Commercial, Brass, multi-turn, brushed nickel (2 required).
- WATER CONNECTOR:** Braided Stainless Steel (2 required).
- TOILET SEAT:** Extra Heavy Duty Durable Plastic, Open Front, Chip & Stain Resistant, SS Fasteners, ADA Compliant, (2 required).
- GRAB BARS:** ADA Compliant, Wraparound, 18 Gauge, 1-1/2" diameter, Satin Finish, 42" x 54", Concealed Flange, 1-1/2" offset.
- WALL MIRROR:** SS, framed, 17-1/4" x 11-1/4" or larger with tilt for ADA considerations.
- EXHAUST FAN:** 80 CFM, Ceiling Fan Light, Heavy Duty, motor designed for continuous operation, 100 Watt Lighting Capacity, White Polymeric Grille w/shatter-resistant light diffusing lens (2 required).
- EXHAUST WALL CAP:** Aluminum / Built-In Backdraft Damper size compatible with exhaust fan (2 required).
- SOAP DISPENSER:** ADA compliant, beakable, 1250ml foam dispensers, gray, white or black (2 required).
- INTERIOR LIGHT:** Surface Mount, Fluorescent, 48" w/lens & w/2F3T8 Lamps (3 required).
- WALL PACK LIGHT FIXTURES:** Base Bie; Outdoor, LED, 27-36 watt, 5000K temp., 60,000 hour five year warranty, Dark Sky Compliant, Alternate I; Outdoor, 42 Watt CFL, Aluminum Reflector, Prismatic Polycarbonate Lens, (4 required) not required (2 required).
- WALL SWITCH OCCUPANCY SENSOR:** All Digital Ultrasonic, Self-Adaptive Technology, Impact Resistant Infrared Lens, override HAND DRIER.
- MAIN PANEL:** Commercial Single Phase, 100 AMP Load Center, Surface Mount, Compatible with quick open and visible trip indicator circuit breakers, 16 spaces.
- CIRCUIT BREAKER:** Commercial, Quick Open Trip Reaction within 1/60<sup>th</sup> of a second, visible trip up indicator.
- TURBINE ATTIC VENTILATOR:** Aluminum, Externally Braced, 12" Throat, Permanently Lubricated Upper and Lower Ball Bearings, 21 Air-Foil Curved Vanes w/Rolled Vane Edges, Vant; Pitch Base, 140 MPH Plus Wind Tested (1 required).
- FLOOR FINISH:** Restrooms Base Bie; 12"x12" non-slip ceramic tile. Alternate II; 1"x1" square Checkerboard.  
 Utility corridor and storage room - light broom finish with water based clear acrylic urethane floor paint, rolled, 400 S.F./gallon application.
- PAINT FINISH:** All surfaces primed- Commercial Grade 100% Acrylic Primer.  
 Sneco and interior block- Commercial Grade 100% Acrylic flat latex matched with compatible primer. Dry film thickness > 2.3 mils and coverage/gal. 350sq.ft.  
 Doors/frame- Alkyd Primer/Alkyd Low Luster Meal & Wood Enamel
- DOOR KICK PLATE:** 12" Wide, dull 304 stainless steel (3 required)
- PRESSURE TANK:** Pre-charged Single-Diaphragm, Five Gallon Equivalent, Steel, 304 SS Connections for 1/2" NPT, Inc. back flow/check valve to maintain pressure to flushometers
- ATTIC ACCESS LADDER:** 10", 30", Wood, 350 Lb. Capacity, Grooved Wire Rod Reinforced Steps, Heavy Duty Hinges, Full Grip Hand Rail.
- ASPHALT SHINGLE:** Architectural/Laminated/Three Dimensional, Algae & Fungus Resistant, 20 Year Warranty, 140 MPH System Rated.
- ELECTRICAL RECEPTACLES:** None in restrooms. 20A Ivory, Commercial Duplex w/gang midway nylon wall plate.
- TOILET PAPER DISPENSER:** TO BE PROVIDED AND INSTALLED BY TOWN.



**FLOOR PLAN-ELECTRICAL**  
 SCALE: 1/8"=1'-0"

*Richard D. Peterson*  
 12/6/11

**BERT BOSTROM PARK**  
 DESIGN BUILD  
**RESTROOM/STORAGE BUILDING**  
 TOWN OF LAKE PARK  
**HARDWARE-ACCESSORIES/ELECTRICAL**  
 SCALE: AS NOTED  
 PROJ. # 101-2012  
 DRAWN: RDP  
 SHEET:  
 DATE: 05/11/11

PROOF OF PUBLICATION


STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared **Ellen Sanita**, who on oath says that she is **Call Center Revenue Manager** of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a **Bid** in the matter **#101-2012** was published in said newspaper in the issues of **December 4, 2011**. Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.



Sworn to and subscribed before 5<sup>th</sup> day of December, A.D. 2011.  
Who is personally known to me.



NOTARY PUBLIC-STATE OF FLORIDA  
  
**Karen M. McLinton**  
Commission # DD832672  
Expires: NOV. 15, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

NO. 6407425  
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  
RESTROOM-STORAGE BUILDING (DESIGN-BUILD)  
TOWN OF LAKE PARK  
Town Bid No. 101-2012

The project consists of preparing construction plans suitable for construction permitting purposes and constructing an approximate 20'-6" x 25' CBS ADA compliant restroom/storage building based on criteria provided in the bid documents. The project location is Bayberry Drive at 6th Street in Lake Park. The new building will occupy a site of an existing building to be demolished by the Town. Utility connections are in close proximity. The construction budget is \$53,000. Firms bidding this project must be qualified under F.S. 287.055(2)(h) (the Consultants' Competitive Negotiation Act) which defines a "design-build firm".

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

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., on January 9, 2012 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, upon payment of a \$20.00 non-refundable fee, for each bid set.

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

Pre Bid Conference  
A mandatory Pre Bid Conference is scheduled for 11:00 a.m., December 21, 2011 in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents  
Envelope containing bid must be sealed and be clearly marked, "BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN-BUILD) TOWN OF LAKE PARK, Town Bid No. 101-2012."

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.

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 Payment Bond, in an amount equal to 100% of the contract will be required. The Surety Company shall have at least the minimum ratings of A- Class V1 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 11:00 a.m. on January 9, 2012. Award of bid will be made at a Town Commission meeting.

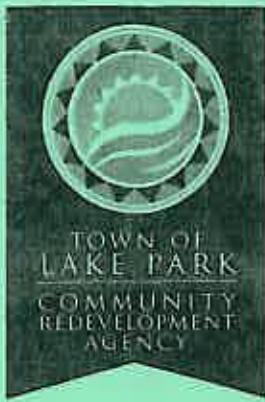
All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section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

Vivian Mendez Lemley, Town Clerk  
Town of Lake Park, FLORIDA  
PUB: The Palm Beach Post  
December 4, 2011



December 30, 2011



Arts  
District



Commerce  
District



Hometown  
District

**ADDENDUM NO. 1  
TOWN OF LAKE PARK  
BERT BOSTROM PARK  
RESTROOM-STORAGE BUILDING  
BID NO. 101-2012**

**BERT BOSTROM RESTROOM-STORAGE BUILDING**

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for ***BERT BOSTROM PARK RESTROOM-STORAGE BUILDING, Town of Lake Park Bid No. 101-2012***

BOUND CONTRACT DOCUMENT:

PAGE 9, the fifth bullet from the top of the page should be changed to read: Attendance of a pre-construction meeting with the Palm Beach County Dept. of Housing and Community development to review procedures and payroll report requirements to meet Davis-Bacon grant requirements.

A question was asked at the pre-bid meeting referring to NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY; page PBC 1 of 1, and the *Goals for minority participation for each trade*. Question: "What is the expectation to have minority participation for each trade?"

Response: "The goals are 22.4% for minority and 6% for female and are applicable to all the Contractor's construction work for each trade for the life of the project."

PAGE 15, CONTRACT TIME, DELETE THE FIRST SENTENCE. ADD THE FOLLOWING: The time for completion of the construction phase shall be ninety (90) calendar days from an agreed upon date following the receipt of the building permit, not to exceed fifteen calendar days. Commencing upon receipt of a Town purchase order, twenty-one calendar days is allotted for the design phase and submittal to the Town's Building Department for a building permit.

PAGE 15, CONTRACT TIME, ADD THE FOLLOWING:

The Contractor awarded this project shall provide a detailed construction schedule in a format acceptable to the Town. The schedule shall be provided at the time of submittal of the performance bond and insurance certificate.

Addendum No. 1 (Cont.)

PAGE 15; PAYMENT, ADD THE FOLLOWING:

- The Contractor awarded this project shall provide a detailed schedule of values for approval before their first application for payment.

PAGE 25, SCOPE OF WORK, Add the following:

TOWN PROVIDED SERVICES

- The Town will provide a property survey to accompany the construction plans submitted for permit if required by the Building Official.
- The Town will provide a geotechnical report to accompany the construction plans submitted for permit if required by the Building Official.
- Demolition and removal of existing building.
- Provide & deliver fill material to the site (Contractor to distribute and compact).
- New electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

PLAN SET:

Sheet 2 of 4: ADD NOTE: Existing sanitary sewer will be capped in advance of demolition of the existing building. The plumbing subcontractor shall include in the new installation a clean out at the point of reconnection to the existing sanitary sewer.

Sheet 2 of 4: ADD NOTE: Interior walls separating public/non-public spaces shall meet the code required one hour fire rating.

Sheet 4 of 4: ADD NOTE: The Town will provide a new electrical conduit from the electrical panel to the vicinity of the new building if the existing conduit is determined to be unsuitable.

.....

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park  
Office of the Town Clerk  
December 30, 2011

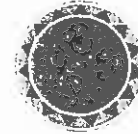
Signed By:   
Vivian Mendez-Lemley  
Town Clerk

Bidder:

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

End of Addendum #1





Arts  
District



Commerce  
District



Hometown  
District

BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
TOWN BID NO. 101-2012  
RESPONSE TO RFI

December 30, 2011

The following questions were submitted to the Town Clerk prior to end of day Dec.29, 2011.

1. What is the purpose of allowing "Alternate Bids" as described on page 11 of the Instruction to Bidders?  
Response: The budget is \$53,000. It may be in the best interest of the Town to consider an alternate bid if no bids are received within or close to the budget.
2. Will the fill brought in by the Town be spread by the Town or Contractor?  
Response: Contractor.
3. For Alternate #3, what do you mean by grading?  
Response: The new sidewalk will be slightly higher than the current adjacent ground level. The Town will provide the fill needed for the contractor to spread, compact and "harmonize" with adjacent ground in preparation for placing sod.
4. For the base bid, what condition is the area to be left in, as far as grading is concerned.  
Response: Keep in mind that the Town will be demolishing the building prior to the contractor commencing work. The contractor will be expected to "harmonize" fill adjacent to new construction, remove rubble/debris created by the contractor and smooth out ruts. The contractor will be expected to confine access across the sidewalk and grassed areas.
5. Is Builder's Risk Insurance required?  
Response: No. Builder's Risk insurance is an option of the contractor.
6. Are the fiber cement panels on the ceiling to be smooth?  
Response: Contractor's option.

End of Response to RFI

Prepared by: Richard Pittman  
CRA Project Manager

**OWNER:**

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

**PROJECT :**

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)**

**TOWN OF LAKE PARK**

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**Prepared by:**

**TOWN OF LAKE PARK  
Richard Pittman, CRA Project Manager  
650 Old Dixie Highway  
Lake Park, Fl. 33403  
Tel. 561-881-3347  
Fax 561-881-3349  
Email: rpittman@lakeparkflorida.gov**

**Town of Lake Park Bid No. 101-2012**

**Date of Bid Advertisement: December 4, 2011**

.....  
**Firms bidding this project must be qualified under F.S. 287.055(2)(h) (the Consultants' Competitive Negotiation Act) which defines a "design-build firm". See NOTICE TO BIDDERS, BIDDERS UNDERSTANDING and INSTRUCTIONS TO BIDDERS.**  
.....

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

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)**

**TOWN OF LAKE PARK**

**Contract Documents**

**Town of Lake Park Bid No. 101-2012**

Date of Bid Advertisement: December 4, 2011

PROJECT DATA

Project Title: Bert Bostrom Park Restroom –Storage Building  
(Design Build)  
Town of Lake Park

Project Number: Town Bid No. 101-2012

Project Location: Bayberry Drive at 6<sup>th</sup> Street.

Project Owner: Town of Lake Park

Town Commission: James DuBois, Mayor  
Kendall Rumsey, Vice Mayor  
Tim Stevens, Commissioner  
Steve Hockman, Commissioner  
Jeanine Longtin, Commissioner

Owner's Representative: Maria V. Davis  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

Project Manager: Richard Pittman  
CRA Project Manager  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: (561)881-3347  
Fax: (561)881-3349

**END OF PROJECT DATA**

## TABLE OF CONTENTS

Page	1	Cover Page
Page	2	Begin Contract Documents
Page	3	Project Data
Page	4	Table of Contents
Page	5	List of Drawings
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Pages	8 to 9	Bidders Understanding
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PBC	Palm Beach County provided pages-	Special Conditions (Davis-Bacon Requirements)
PBC	1 to 11	Section Subrecipient Requirements
PBC	1 to 2	Requirements for Federally Funded Projects (Design-BuildProject)
PBC	1	Notice of Requirement for Affirmative Action
PBC	1 to 2	Equal Employment Opportunity Clause
PBC	1 to 5	Standard Federal Equal Employment Opportunity Construction Contract Specifications
PBC	1	Public Entity Crimes
PBC	1	Section 3 Clause
PBC	1	Bonding Requirements
PBC	1	Lead Based Paint
PBC	1	Contract Award Report
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Pages	18 to 22	Contract Agreement Information
Pages	23 to 24	Contract Agreement
Page	25	Scope of Work
Page	26	Technical Specifications
Page	27	Bid Form
Page	28	Schedule of Bid Items
Page	29	Clarification/Exceptions
Page	30	List of Subcontractors
Page	31	Certification of Drug Free Workplace Program
Page	32	List of References
Page	33	Licensed (copies of applicable licenses)
Page	34	Proof of Existing Insurance Coverage
Page	35	Noncollusion Affidavit of Prime Bidder
Page	36	Anti-kickback Affidavit
Page	37	Certification of Eligibility of General Contractor
Page	38	Certification of Nonsegrated Facilities
Page	39	Workforce Projection

**Separate from bound contract: Plan Sheets as listed on page 5, List of Drawings**

LIST OF DRAWINGS

BERT BOSTROM PARK RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)

TOWN OF LAKE PARK  
TOWN BID NO. 101-2012

SHEET NO.	TITLE
1	Cover Sheet/Plan Set Index
2	Site Plan/Floor Plan
3	Building Section/Profile
4	Hardware-Accessories/Electrical

END OF LIST OF DRAWINGS

**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 RESTROOM-STORAGE BUILDING  
(DESIGN-BUILD)  
TOWN OF LAKE PARK  
Town Bid No. 101-2012**

The project consists of preparing construction plans suitable for construction permitting purposes and constructing an approximate 20'-6" x 25' CBS ADA compliant restroom/storage building based on criteria provided in the bid documents. The project location is Bayberry Drive at 6<sup>th</sup> Street in Lake Park. The new building will occupy a site of an existing building to be demolished by the Town. Utility connections are in close proximity. The construction budget is \$53,000. Firms bidding this project must be qualified under F.S. 287.055(2)(h) (the Consultants' Competitive Negotiation Act) which defines a "design-build firm".

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

Sealed bids will be received in triplicate by the Town Clerk until 11:00 a.m., on January 9, 2012 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, upon payment of a \$20.00 non-refundable fee, for each bid set.

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

**Pre-Bid Conference**

A mandatory Pre-Bid Conference is scheduled for 11:00 a.m., December 21, 2011 in the Town Hall Commission Chambers, Lake Park, Florida.

**Bid Documents**

Envelope containing bid must be sealed and be clearly marked, "BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN-BUILD) TOWN OF LAKE PARK, Town Bid No. 101-2012."

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.

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 Payment Bond, in an amount equal to 100% of the contract will be required. 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 11:00 a.m. on January 9, 2012. Award of bid will be made at a Town Commission meeting.

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 proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

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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.

  
Vivian Mendez Lemley, Town Clerk  
Town of Lake Park, FLORIDA

Published on: December 4, 2011  
Palm Beach Post



## BIDDERS UNDERSTANDING

### MANDATORY REQUIREMENTS:

- Firms bidding this project must be qualified under F.S. 287.055(2)(h) and more specifically F.S. 489.119, F.S. 471.023, F.S. 481.219 or F.S. 481.319.
- 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 Restroom-Storage Building (Design-Build)**
  - Town of Lake Park, Florida**
  - Bid No. 101-2012**
  - Attn: TOWN CLERK**
- PRE-BID CONFERENCE

There is a **MANDATORY** pre-bid conference/site inspection scheduled for this project, to be held at 11:00 a.m. on December 21, 2011 at the Town Hall Commission Chambers, Lake Park, Florida. Town representatives will assemble at the Commission Chamber to provide a brief description of the project then reconvene at the project site. The purpose of the pre-bid conference is to answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are **REQUIRED** to attend or be represented at the pre-bid, to glean additional information about the project, and to insure any clarifications are given and questions are answered. At the pre-bid, 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 provide for the design, permitting and construction of a ADA compliant restroom storage building 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 pre-bid meeting with the Palm Beach County Dept. of Housing and Community Development 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)

Firms bidding this federally funded project shall be considered a "design-build" firm under F.S. 287.055(2)(h)(the Consultants' Competitive Negotiation Act) which defines a "design-build firm" and being a partnership, corporation, or other legal entity that:

- a. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- b. Is certified under s. 471.023 to practice or offer to practice engineering; certified under s. 481.219 to practice or to offer practice architecture; or certified under s. 481.319 to practice or to offer practice landscape architecture.

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.

### 2. BOND REQUIREMENTS

- A. BID SURETY - 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 surety with your bid in an amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, cash, a cashier's check or money order made out to The TOWN OF LAKE PARK (referencing the project), or a construction bid bond. If a construction bid bond is submitted, 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- see 'Contract Agreement Information' section.

### 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**

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

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, or in the opinion of the Town, to the company whose bid is

most advantageous, and provides the best value. 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. The Town Commission and Palm Beach County Dept. of Housing & Community both have to approve a recommendation of award. Having received a Notice of Award, 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 Bidder. See paragraph 9.

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 and materials shall be warranted for a period of one year from the date of substantial completion.

8. **RETURN OF BID SURETY**

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 cashier's check, money order, or cash, 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 cashier's check, money order or cash, 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 Award. In case of failure on the part of the Contractor to comply as required, the bid surety (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 immediate superintendence, 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 five (5) 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.

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 SPECIAL CONDITIONS SECTION OF THIS DOCUMENT FOR THE REQUIREMENTS. The contractor awarded the contract shall attend a preconstruction meeting with Palm Beach County Housing and Community Development staff to go over Davis-Bacon requirements.

.....  
**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:

Maryann Macdonald Garrett, FCWP-1  
Welfare Transition Program Director  
Workforce Alliance, Inc.

Region #21, Palm Beach County Tel. (561) 340-1061 X 2203, Fax (561) 340-1062

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 Town Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Town Clerk within five (5) 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 Town Clerk at the location where bids were received. 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 time for completion of the contract shall be ninety (90) calendar days. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

21. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due *20 days after it is stamped as "received" by the Town*. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being



stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will insure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. Applications for payments prior to the final payment application shall show 10% retainage of the total value of the work complete.

**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 Richard Pittman, CRA Project Manager, at (561)881-3347.

End of Instructions to Bidders

**SECTION 3**  
**SUBRECIPIENT REQUIREMENTS**

**PURPOSE**

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that employment and other economic opportunities generated through the use of federal funds (CDBG) shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low-and very-low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very-low-income persons.

**APPLICABILITY/COVERED PROJECTS**

Section 3 applies to training, employment, contracting, and other economic opportunities arising in connection with expenditure of CDBG funds. Covered projects that are funded in part or in whole with CDBG funds include contracts, subcontracts, and professional service agreements, awarded for:

- 1) construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards).
- 2) public construction which includes buildings or improvements regardless of ownership.

The above includes management and administrative jobs including architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups, and jobs directly related to administrative support of these activities, e.g. construction manager, relocation specialist, payroll clerk, etc.

Exclusions from the above are:

- 1) contracts awarded under HUD's procurement program which are governed by the Federal Acquisition Regulation System (48 CFR, Chapter 1).
- 2) contracts for the purchase of supplies and materials. However, whenever a contract for materials (or equipment) includes the installation, the contract constitutes a Section 3 covered project, and is consequently not excluded.

**DEFINITIONS**

**A. SUBRECIPIENT:**

For the purposes of Section 3, a subrecipient is any entity which receives CDBG funds from Palm Beach County Department of Housing and Community Development (HCD) for Section 3 covered projects including, but not limited to, any State, unit of local government, public housing authority, or other public body, public or private nonprofit organization, private agency or institution, developer, builder, property manager, and community housing development organization.

**B. SECTION 3:**

Means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u) (24CFR Part 135).

**C. SECTION 3 RESIDENT:**

Means:

- 1) a resident of public housing (24 CFR Part 963), or
- 2) a resident of Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County.

(Note: Information on income limits at 80% of median income for Palm Beach County, by household size, is available through HCD and provided in the accompanying chart. As this information is periodically revised by HUD, subrecipients shall assure that they have current information for use on their projects).

**D. SECTION 3 BUSINESS CONCERN:**

Means any entity which contracts to perform work generated by the expenditure of CDBG funds, which is a business entity formed in accordance with state law, and which is licensed under state, county, or municipal law to engage in the type of business activity for which it was formed. A Section 3 Business Concern is further defined as a business concern:

- 1) that is 51% or more owned by Section 3 Residents, or
- 2) whose permanent full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents, or
- 3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the above two definitions.

**E. NEW HIRES:**

Means full-time employees for permanent, temporary or seasonal employment opportunities.

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**SUBRECIPIENT OBLIGATIONS**

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**A. DISCLOSURE OF APPLICABILITY:**

Subrecipients shall in every bid solicitation for every Section 3 covered project disclose to bidders the applicability of Section 3 to any such project and include the Section 3 clause shown below in its entirety in any such bid solicitation. Subrecipients may include further information on Section 3 in the bid solicitation documents, or indicate in such documents that Section 3 information is available at the Subrecipient offices for review by any bidder.

**B. SECTION 3 CLAUSE IN EVERY CONTRACT:**

Every contract awarded by Subrecipients for a Section 3 covered project shall include the following Section 3 clause in its entirety:

### **Section 3 Clause:**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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 the 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.
- 5) 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.
- 6) 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.

### **C. SUBRECIPIENT GOALS:**

Subrecipients may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. The numerical goals established below represent minimum numerical targets.

- 1) **Training and Employment.** Subrecipients and their contractors and subcontractors may demonstrate compliance with this requirement by committing to employ Section 3 Residents amounting to 30% of the aggregate number of new hires generated by Section 3 covered Projects.

- 2) Contracts. The numerical goals set forth below apply to contracts awarded in connection with all Section 3 covered activities. Subrecipients and their contractors and subcontractors may demonstrate compliance with the below requirements by committing to award to Section 3 Business Concerns:
  - At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
  - At least 3% of the total dollar amount of all other Section 3 covered contracts.

In the absence of evidence to the contrary, a subrecipient that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 preference requirements. In evaluating compliance, a subrecipient that has not met the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet these numerical goals. Such justification may include impediments encountered despite actions taken. A subrecipient may also indicate other economic opportunities, such as those listed below, which were provided in its efforts to comply with Section 3 and the requirements listed below.

#### **D. SUBRECIPIENT RESPONSIBILITIES:**

Each subrecipient has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

- 1) Implementing procedures designed to notify Section 3 Residents about training and employment opportunities generated by Section 3 Business Concerns about contracting opportunities generated by Section 3 covered assistance;
- 2) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth above in all solicitations and contracts.
- 3) Facilitating the training and employment of Section 3 Residents and the award of contracts to Section 3 Business Concerns by undertaking activities such as described in the Appendix to this document, as appropriate, to reach the goals set forth above. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 Residents and contract award to Section 3 Business Concerns that exceed those specified above.
- 4) Assisting and actively cooperating with the Assistant Secretary of HUD in obtaining the compliance of contractors and subcontractors with the requirements of Section 3, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- 5) Documenting actions taken to comply with the requirements set forth in this document, the results of actions taken, and impediments, if any.

#### **E. PREFERENCE FOR SECTION 3 RESIDENTS:**

Subrecipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 Residents in the order of priority provided below.

Priority consideration shall be given, where feasible to:

- 1) Section 3 Residents residing in the service area or neighborhood in which the Section covered project is located (collectively, referred to as category 1 residents); and
- 2) Participants in HUD Youthbuild programs (category 2 residents).
- 3) Where the Section 3 project is assisted under The Stewart B. McKenney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
- 4) Other Section 3 Residents.

Subrecipients may at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the Section 3 covered project is located.

A Section 3 Resident seeking the preference in training and employment described above shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined above.

Nothing in the above shall be construed to require the employment of a Section 3 Resident who does not meet the qualifications of the position to be filled.

#### **E. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:**

Subrecipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided below.

Priority consideration shall be given, when feasible, to:

- 1) Section 3 Business Concerns that provide economic opportunities for Section 3 Residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 business);and
- 2) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3) Other Section 3 Business Concerns.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested that the business concern is a Section 3 Business Concern as defined above. A Section 3 Business Concern seeking a contract or subcontract shall submit evidence to the Subrecipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to reform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

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## **PROVIDING OTHER ECONOMIC OPPORTUNITIES**

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In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a subrecipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards in connection with Section 3 covered assistance.

- 1) Other economic opportunities to train and employ Section 3 Residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; Section 3 Residents in management and maintenance positions within other housing developments; and hiring Section 3 Residents in part-time positions.
- 2) A subrecipient or contractor may provide economic opportunities to establish, stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned business and use of procedures in 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A subrecipient contractor may employ these methods directly or may provide incentives to Non-Section 3 Businesses to utilize such methods to provide other economic opportunities to low-income persons.

A Section 3 joint venture means an association of business concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:

- 1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- 2) Performs at least 25 percent of the work and its contractually entitled to compensation proportionate to its work.

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## **REPORTING REQUIREMENTS**

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Subrecipients shall submit the enclosed Section 3 Subrecipient Report for each contract or agreement funded in part or in whole through HCD. Said report shall accompany the final reimbursement request submitted by the subrecipient for each such contract or agreement. Furthermore, for each covered project, the subrecipient shall also submit a letter with the report that is submitted for the final reimbursement request of the last contract or agreement being funded for the project through HCD. The letter shall indicate what goals have been met by the subrecipient as required herein, and if not entirely met, the letter should demonstrate why it was not feasible to meet these goals, document actions taken to comply, the results of actions taken, and impediments, if any.



For example, a subrecipient is being funded for a certain project by HCD. The project includes an agreement with a consultant for services and a construction contract with a contractor. The consultant's work is completed first. The subrecipient would submit the above mentioned report for the consultant's agreement with the consultant's final reimbursement request. Then, when the construction contract is completed, the subrecipient would submit the report for the construction contract with the stated letter.

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## **COMPLAINTS**

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Complaints alleging noncompliance with Section 3 (24 CFR Part 135) may be filed with the Assistant Secretary of HUD, for Fair Housing and Equal Opportunity by any Section 3 Resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from Section 3 covered projects, or by a representative who is not a Section 3 Resident but who represents one or more Section 3 residents. Similarly complaints may be filed by any Section 3 Business Concern on behalf of itself, or as a representative of other Section 3 Business Concerns similarly situated, seeking contract opportunities generated from Section 3 covered projects, or by an individual representative of Section 3 Business Concerns. Where to file, time of filing, content of complaints, and other related matters are contained in the regulations et 24 CFR Part 135.

No subrecipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under the Section 3 regulations. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of the Section 3 regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder. Nothing herein precludes a Section 3 Resident or Section 3 Business Concern from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

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## **APPENDIX**

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### **A. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS:**

- 1) Entering into "first sources" hiring agreements with organizations representing Section 3 Residents.
- 2) Sponsoring a HUD certified "Step-Up" employment and training program for Section 3 Residents.
- 3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 Residents in the building trades.
- 4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in 135.34) reside.

- 5) Advertising the training and employment positions by posting flyers (which identify the position to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other subrecipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- 6) Contacting resident councils, resident management corporations. Or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- 8) Arranging assistance in conducting job interviews and the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- 9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a subrecipient or contractor representative or representatives.
- 10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- 11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- 12) Consulting with State and local agencies administering training programs funded through TPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for the HA's or contractor's training and employment positions.
- 13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 Business Concerns identified in part 135), that will undertake, on behalf of the HA, other subrecipients or contractor, the efforts to match eligible and qualified Section 3 Residents with the training and employment positions that the HA or contractor intends to fill.
- 15) For an HA, employing section residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and 905.201(a)(6).)

- 16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.
- 17) Undertaking job counseling, education and related programs in association with local educational institutions.
- 18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
- 19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 Residents to be trained or employed on the Section 3 covered assistance.
- 20) Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

**B. EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS:**

- 1) Utilizing procurement procedures for Section 3 Business Concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans.
- 2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 3) Contracting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- 4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- 5) Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitations or request for proposals.
- 6) Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7) Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
- 8) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 Business Concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 9) Advising section 3 business concerns as to where they may seek assistance in overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 10) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.

- 11) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
- 12) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 13) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 14) Developing a list of eligible Section 3 Business Concerns.
- 15) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 16) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 Businesses Concerns.
- 17) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 18) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 19) Actively supporting joint ventures with Section 3 Business Concerns.
- 20) Actively supporting the development or maintenance of business incubators which assist Section 3 Business Concerns.

Issued on: February 20, 1997

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**SECTION 3**  
**PALM BEACH COUNTY INCOME LIMITS**

FOR  
WEST PALM BEACH - BOCA RATON  
METROPOLITAN STATISTICAL AREA  
AS OF MAY 31, 2011

<b>NUMBER OF PERSONS IN HOUSEHOLD</b>	<b>INCOME LIMIT AT 80% OF MEDIAN INCOME</b>
1	\$42,650
2	\$48,750
3	\$54,850
4	\$60,900
5	\$65,800
6	\$70,650
7	\$75,550
8	\$80,400

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS  
(DESIGN-BUILD PROJECT)**

<b>PROJECT NAME:</b>	<b>Town of Lake Park - Bert Bostrom Park Restrooms</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 solicitation document/contract, the requirements contained herein shall govern.

The contract resulting from this solicitation shall be a "Design-Build Contract", as defined by Florida Statute 287.055, meaning a single contract with a "Design-Build Firm" for the design and construction of a public construction project. A "Design-Build Firm", as defined by Florida Statute 287.055, means a partnership, corporation, or other legal entity that 1) Is certified under Florida Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or 2) Is certified under Florida Statute 471.023 to practice or to offer to practice engineering; certified under Florida Statute 481.219 to practice or to offer to practice architecture; or certified under Florida Statute 481.319 to practice or to offer to practice landscape architecture.

**Note: This document must be included in the solicitation 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. Forms to be completed and submitted by all bidders/proposers:**

The following forms are attached:

- Noncollusion Affidavit
- Anti-kickback Affidavit
- Certification of Eligibility of Design-Build Firm
- Certification of Nonsegregated Facilities
- Workforce Projection

3. **Form for the successful Design-Build Firm for use by subcontractors/subconsultants after award of the Design-Build Contract:**

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>FL100131 Mod-7: Building</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:

<u>Timetables</u>	<u>Goals for minority participation for each trade</u>	<u>Goals for female participation in each trade</u>
	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.

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating 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 last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company 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).

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**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.

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**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.

CONTRACT AWARD REPORT FOR DESIGN-BUILD PROJECTS

<b>Project Name:</b>		<b>Report Date:</b>	
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**Design-Build Firm Information:** for the design-build contract funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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**Subcontractor Information:** construction sub-contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address					
									Name	Street	City	State	Zip Code	
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**Other Contractor Information:** non-construction contracts/subcontracts funded in whole or in part by HCD (such as consultants, subconsultants, engineers, architects, surveyors, etc.)

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
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(A) Type of Trade Codes:  
 Concern: Enter Yes or No  
 1 = New Construction  
 2 = Substantial Rehab  
 3 = Repair  
 4 = Service  
 5 = Project Mangt.  
 Revised: November 16, 2011

(B) Racial/Ethnic Codes

6 = Professional  
 7 = Tenant Services  
 8 = Education/Training  
 9 = Arch./Engrg./Appraisal  
 0 = Other

(C) Section 3 Business

1 = White Americans  
 2 = Black Americans  
 3 = Native Americans  
 4 = Hispanic Americans  
 5 = Asian/Pacific Americans

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

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 transaction 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 bid/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 bid/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: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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

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

Name and Title	Signature	Date
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**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 I(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 register 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)** 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**

**(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.

## **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 Wage Decision Number: **FL100131**

11/18/2011 FL131

Superseded General Decision Number: FL080131

State: Florida

Construction Type: **BUILDING**

Counties in Florida:

**PALM BEACH**

**BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).**

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/23/2010
3	10/29/2010
4	01/21/2011
5	07/22/2011
6	09/16/2011
7	11/18/2011

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COUNTY: **PALM BEACH**

ELEC0728-004      08/31/2009

	Rates	Fringes
ELECTRICIAN, excluding installation of HVAC temperature control	\$28.46	\$8.56

ELEV0071-001      01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC	\$37.69	\$21.985+ a

Footnote for Elevator Constructors:

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

ENGI0487-011      01/01/2010

	Rates	Fringes
OPERATOR: Concrete Pump with boom attachments when manned with one operator	\$28.30	\$8.78
OPERATOR: Concrete Pump with boom attachments with two operators	\$25.05	\$8.78
OPERATOR: Crane All Tower Cranes (must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All cranes with boom length 150 feet and over (with or without jib) Friction, Hydro, Electric, or otherwise; Cranes 150 tons and over (must have 2 operators); Cranes with 3 drums (when 3 <sup>rd</sup> drum is rigged for work); Gantry and Overhead Cranes; Hydro Cranes over 25 tons but not more than 50 tons (without Oiler Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when approved by union; and all type of Flying Cranes; Boom Truck	\$28.30	\$8.78
OPERATOR: Crane Cranes with boom length less than 150 feet (with or without jib); Hydro Cranes 25 tons and under, and over 50 tons (with Oiler/Apprentice); Boom Truck	\$27.57	\$8.78
OPERATOR: Mechanic	\$27.57	\$8.78
OPERATOR: Oiler	\$22.24	\$8.78

IRON0402-002 04/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, and STRUCTURAL	\$22.22	\$7.65

LABO1652-001 05/01/2009

	Rates	Fringes
LABORER: Form worker	\$14.00	\$4.67

PAIN0452-005 08/01/2010

	Rates	Fringes
PAINTER: Steel only	\$16.00	\$6.20

SFFL0821-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (fire sprinkler)	\$25.20	\$15.90

SHEE0032-004 01/01/2009

	Rates	Fringes
SHEETMETAL WORKER, (HVAC duct installation only)	\$24.42	\$11.36

SUFL2009-028 05/22/2009

	Rates	Fringes
BRICKLAYER	\$18.93	-
CARPENTER, including acoustical ceiling installation (excluding drywall hanging and form work)	\$15.89	\$1.05
CEMENT MASON/CONCRETE FINISHER	\$14.00	-
DRYWALL HANGER	\$13.93	\$0.84
FENCE ERECTOR	\$15.50	\$0.30
FLOOR LAYER: Carpet	\$19.00	\$2.10
GLAZIER	\$16.93	\$2.68
HVAC MECHANIC (HVAC pipe installation only)	\$17.75	\$2.62



HVAC MECHANIC (HVAC system installation only)	\$18.61	\$2.70
HVAC MECHANIC (installation of HVAC temperature controls)	\$16.87	\$2.16
INSTALLER - OVERHEAD DOOR	\$14.40	-
LABORER: Asphalt Raker	\$10.40	-
LABORER: Asphalt Shoveler	\$7.88	-
LABORER: Common or General	\$9.84	\$0.84
LABORER: Concrete Saw	\$12.63	-
LABORER: Landscape and Irrigation	\$9.91	\$0.41
LABORER: Mason Tender - Brick	\$10.75	-
LABORER: Mason Tender - Cement/Concrete	\$12.83	\$1.90
LABORER: Pipelayer	\$12.67	\$1.17
LABORER: Roof Tearoff	\$8.44	-
MECHANICAL INSULATOR, including duct and pipe	\$13.98	\$2.07
OPERATOR: Asphalt Spreader	\$11.41	-
OPERATOR: Backhoe/Excavator	\$15.45	-
OPERATOR: Blade/Grader	\$13.73	-
OPERATOR: Bulldozer	\$16.21	-
OPERATOR: Distributor	\$12.37	-
OPERATOR: Forklift	\$14.00	-
OPERATOR: Loader	\$13.01	-
OPERATOR: Paver	\$12.75	-
OPERATOR: Roller	\$10.94	-
OPERATOR: Screed	\$13.05	-
OPERATOR: Tractor	\$9.91	-
OPERATOR: Trencher	\$11.75	-
PAINTER: Brush, Roller Spray, and Drywall Finishing/Taping	\$12.04	\$1.27
PIPEFITTER, excluding HVAC pipe installation	\$17.85	\$2.54

PLASTERER	\$18.14	-
PLUMBER, excluding HVAC pipe installation	\$17.58	\$3.26
ROOFER (metal roof only)	\$15.41	-
ROOFER, including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, and Slate & Tile (excluding metal roof)	\$13.59	-
SHEETMETAL WORKER (excluding HVAC duct installation)	\$15.62	\$2.03
TILE SETTER	\$16.00	-
TRUCK DRIVER: 3 Axle Truck	\$10.50	\$0.80
TRUCK DRIVER: Dump Truck	\$10.00	-
TRUCK DRIVER: Lowboy Truck	\$13.78	-

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wages and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

## 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, D. C. 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, D. C. 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, D. C. 20210

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

END OF GENERAL DECISION

## 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. If the Town does engage an engineer or other Agent on this project, the Town will communicate at the pre-construction meeting, the specifics regarding to whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the 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 \$ 25,000.

The contractor will be required to furnish a payment bond and 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. Currently, there is no requirement for 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



**Contract Agreement**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING**  
**(DESIGN-BUILD)**  
**TOWN OF LAKE PARK**  
**TOWN BID NO. 101-2012**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 101-2012

All terms, conditions, plans and specifications of Town Bid No. 101-2012, any Addenda, and contractor's accepted bid, dated \_\_\_\_\_ 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 \_\_\_\_\_.

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 \_\_\_\_ of \_\_\_\_\_, 2012; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

(Town Seal)

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

By: \_\_\_\_\_  
Thomas Baird, Town Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2012

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

(CORPORATE SEAL)

\_\_\_\_ day of \_\_\_\_\_, 2012

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )  
):ss

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by

\_\_\_\_\_ who (check one) [ ] is personally known to me or  
[ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Notary Public

My commission expires:

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

## SCOPE OF WORK

### **BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN-BUILD)**

- **Performance Bond, Payment Bond, Insurance Certificates, Sign Contract**
- **Davis/Bacon Requirements (wage rates, payroll submittals, on-sight signage, encourage section 3 participation etc.)**
- **Engineer or Architect to prepare drawings to satisfy contract documents and contractor to obtain building permit including plumbing, electrical, structural design calculations**
- **Submit shop drawings**
- **Submit cut-sheets for hardware/accessories or**
- **Construct Building Complete:**
  - Miscellaneous ( layout staking, cleanup, port-o-let, maintenance of pedestrian safety, waste disposal, temporary electric and water, builders risk issues.)**
  - Distribute fill material (Town will bring material to site)**
  - Compact soil/soil compaction tests**
  - Stub out underground utilities (electrical will be underground feed)**
  - Termite treatment**
  - Construct footing, stub up for building utilities**
  - Construct floor slab, walls, roof slab, roof, doors, vents, stucco interior/exterior**
  - Paint interior & exterior**
  - Install bathroom fixtures, partitions, and light fixtures**
- **Connect utilities**
- **Construct sidewalk from building to public sidewalk**
- **Grading and sod to harmonize grass areas with new concrete (ALTERNATE III)**
- **Place sod (ALTERNATE III)**
- **Obtain certificate of occupancy**

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

## TECHNICAL SPECIFICATIONS

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

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

**BID FORM: BID No. 101-2012**

**BERT BOSTROM PARK RESTROOM-STORAGE BUILDING (DESIGN/BUILD)**

**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 **LUMP SUM TOTAL BASE BID** for this project is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

Completion: Ninety (90) calendar days after Commencement of Work [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 \_\_\_\_\_
- Acknowledge Addenda # \_\_\_ (if issued) \_\_\_\_\_
- Bid Surety (minimum of 5% of total bid (signed) \_\_\_\_\_
- 1 Original and 2 copies of the following: \_\_\_\_\_
- Bid Form (signed) \_\_\_\_\_
- Clarifications/Exceptions \_\_\_\_\_
- List of Subcontractors \_\_\_\_\_
- 'Drug Free Workplace Cert. (signed) \_\_\_\_\_
- List of References \_\_\_\_\_
- Licenses (copies of applicable licenses) \_\_\_\_\_
- Proof of Existing Insurance Coverage \_\_\_\_\_
- Noncollusion Affidavit of Prime Bidder \_\_\_\_\_
- Anti-kickback Affidavit \_\_\_\_\_
- Certification of Eligibility of General Contractor \_\_\_\_\_
- Certification of Nonsegregated Facilities \_\_\_\_\_
- Workforce Projection \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME & TITLE (TYPED or PRINTED) \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX PAYER ID#: \_\_\_\_\_



**CLARIFICATIONS/EXCEPTIONS**

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

**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) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_



**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of \_\_\_\_\_, 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)

\_\_\_\_\_  
Name & title (typed)

**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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Point of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #2**

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Point of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #3**

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Point of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
\_\_\_\_\_

**INCLUDE PROOF OF PROPER LICENSING  
(APPLICABLE LICENSING TO PERFORM THE  
REQUIRED SERVICES)**

**INCLUDE PROOF OF EXISTING INSURANCE**

NONCOLLUSION AFFIDAVIT

State of Florida  
County of Palm Beach

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

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Design-Build Firm that has submitted a Bid/Proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) He is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

(4) Neither the said Design-Build Firm 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 Design-Build Firm, firm or person to submit a collusive or sham Bid/Proposal in connection with the Design-Build Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding in connection with such Design-Build Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Design-Build Firm, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Design-Build Firm, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Design-Build Firm, 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/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Design-Build Firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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 \_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am \_\_\_\_\_ of \_\_\_\_\_, the Design-Build Firm that has submitted a Bid/Proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) I, the undersigned, hereby depose and say that no portion of the sum bid/proposed 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 \_\_\_ day of \_\_\_\_\_ 20\_\_\_  
by \_\_\_\_\_, 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 \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that  
(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the Design-Build Firm; who submitted a Bid/Proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) He/she is fully informed that the Bid/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 Design-Build Firm 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 Design-Build Firm acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Design-Build 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 Design-Build Firm acknowledges the responsibility of informing all of its subcontractors/subconsultants that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Design-Build Firm acknowledged the responsibility that all of its subcontractors/subconsultants are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors/subconsultants, and that the Design-Build Firm will retain such certifications in its files. Furthermore, should the subcontractor/subconsultant be subsequently found ineligible after award of the Design-Build Contract, its contract with the Design-Build Firm 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, 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 Design-Build Firm 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 Design-Build Firm 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 Design-Build Firm 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/Proposal. 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 Design-Build Firm agrees that (except where he/she has obtained identical certification from proposed subcontractors/subconsultants for specific time periods) he/she will obtain identical certifications from proposed subcontractors/subconsultants 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: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Date



**WORKFORCE PROJECTION**

<b>PROJECT NAME:</b>	<b>Town of Lake Park - Bert Bostrom Park Restrooms</b>
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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: \_\_\_\_\_

**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: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
 S:\CapImprv\MUNICIPAL\LakePark\BertBostromParkRestrms\FederalRequirements\_DB.wpd