



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, September 18, 2013, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Presentation by Palm Beach County Inspector General Sheryl G. Steckler Tab 1

D. PUBLIC COMMENT:

This time is provided for addressing 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.

E. 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.

2. Approving an Outside Activity of the Town Manager Tab 2

3. **Scheduling the Special Call Final Public Hearing on the Fiscal Year 2013-2014 Budget for Wednesday, September 25, 2013**

Tab 3

F. **OLD BUSINESS:**

None

G. **PUBLIC HEARINGS - ORDINANCES ON FIRST READING:**

4. **Ordinance No. 14-2013 Approval of a Staff Initiated Text Amendment to Modify Chapter 22, Article III, of the Town Code of Ordinances Entitled "Mobile Vendors" Providing for Amendments Pertaining to Food and Merchandise Sales and Service by Mobile Vendors in the Town**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS"; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 4

H. **NEW BUSINESS:**

5. **Resolution No. 31-09-13 Approving an Annual Marina Parking Permit Pilot Program**
6. **Award of Contract for Lake Park Tennis Center Tennis Court Resurfacing, RFP No. 104-13 to Fast-Dry Courts, Inc**

Tab 5

Tab 6

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

J. **ADJOURNMENT**

Next Scheduled Meeting Special Call Final Public Hearing on the Budget will be held on Wednesday, September 25, 2013

**Special
Presentations/
Reports**



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013

Agenda Item No. *Tab 1*

Agenda Title: Presentation by Palm Beach County Inspector General Sheryl G. Steckler

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* Date: *9/4/13*

Vivian Mendez - Town Clerk
Name/Title

Originating Department: Commissioner Rapoza	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: None
Advertised: 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><i>VM</i></u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background: At the August 7, 2013 Regular Commission meeting Commissioner Rapoza received consensus from the Commission to invite Palm Beach County Inspector General Sheryl G. Steckler to a Commission meeting for the purpose of making a presentation. Ms. Steckler will make a presentation on what the duties, functions, and responsibilities are of the Office of Inspector General.

Recommended Motion: No action is necessary.

TAB 1

Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013

Agenda Item No. Tab 2

Agenda Title: Approving an Outside Activity of the Town Manager

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager  **Date:** 9/19/13

Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: Town Manager Employment Agreement
Advertised: 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 ____ Please initial one.

Summary Explanation/Background:

Section 15: Outside Activities of the employment agreement between the Town and the Town Manager states:

"With prior approval of the Commission (which such approval shall not unreasonably be withheld), the Town Manager may engage in additional professional activities separate and apart from Town matters, provided such activities do not conflict or interfere with the performance of the Town Manager's duties and responsibilities to the Town."

I have been asked to teach another Masters Degree class with Nova Southeastern University during the Fall term which runs from September 30th until December 8th. This class is identified as PUB 5450- Public Administration in Theory and Application. It is an on-line class, so this outside work will be done almost exclusively at night and on weekends. In order to undertake this teaching assignment, I need the approval of the Town Commission.

Recommended Motion:

I move to grant approval for the Town Manager to conduct outside teaching work on behalf of Nova Southeastern University.

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013

Agenda Item No. Tab 3

Agenda Title: Scheduling the Special Call Final Public Hearing on the Fiscal Year 2013-2014 Budget for Wednesday, September 25, 2013

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 9/11/13

Shari Canada, CMC, Deputy Town Clerk Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs/Funding Source, Attachments, Advertised, and notification status.

Summary Explanation/Background:

At the July 17, 2013 Budget Meeting, the Town Manager advised the Commission that the final millage rate for Fiscal Year 2013-2014 will be set at the Final Budget Hearing on Wednesday, September 25, 2013 and the Commission concurred.

Recommended Motion: I move to schedule the Special Call Final Public Hearing on the Fiscal Year 2013-2014 Budget on Wednesday, September 25, 2013 at 6:30 pm in the Commission Chambers.

Ordinance
on
First Reading

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013

Agenda Item No. Tab 4

Agenda Title: APPROVAL OF A STAFF INITIATED TEXT AMENDMENT TO MODIFY CHAPTER 22, ARTICLE III, OF THE TOWN CODE OF ORDINANCES ENTITLED "MOBILE VENDORS" PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 9/10/13

Nadia Di Tommaso / Community Development Director
Name/Title 

Originating Department: Community Development	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Ordinance 14-2013
Advertised: Date: <i>N/A on first reading</i> 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 <u>ND</u> or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The original Mobile Vendor Ordinance was adopted in June 2010 under the *solicitation* Chapter 22 of the Town of Lake Park Code of Ordinances.

Over the past few months, staff has had several discussions internally about the current Mobile Vendor registration requirement. There is some confusion with the language as it is currently written and as it relates to individuals who simply come into Town to provide a service from a point of sale outside of the Town. Examples are: a housekeeper who comes in to clean a house; or a handyman who repairs a sliding glass door and does not need a permit to do so; or a landscaper who cuts

grass on a bi-weekly basis. If these individuals/companies are not selling their service from their motor vehicle, and are naturally registered elsewhere, whether it be through a Home Office Business Tax Registration or a Commercial Business Tax Registration, then staff's interpretation of the Ordinance is that they would not need a Mobile Vendor Registration. *Services* are performed at households every single day and it is unreasonable and impossible to assume that each and every *service* being performed would require a Mobile Vendor registration; however, in order to adequately capture this interpretation, the Ordinance needs to be modified slightly as proposed in the attached Ordinance to provide a clear enforcement mechanism for Mobile Vendors traveling the streets of the Town with the intent to "solicit", in other words "sell" from their motor vehicles. The existing language also serves to protect existing businesses in Town by placing distance separation requirements on Mobile Vendors selling food, merchandise or services similar to those sold by established businesses in Town who have a physical commercial location.

This being said, there are certain motor vehicles that do sell services from their motor vehicles, such as the Mobile Car Wash; Mobile Pet Grooming; and Mobile Marina Repair (for example) that may travel our streets in an attempt to sell their services. These vehicles would fall under our Mobile Vendor classification and would need to register. The landscaper, who cuts the lawn every week and either has a Home Office Business Tax Registration, or a Commercial Business Tax Registration, would not need to register as a Mobile Vendor for the *service* being provided in the Town of Lake Park from another point of sale.

Staff is proposing minor changes to the Code pursuant to the attached Ordinance to simply clear up this confusion. While the proposed changes do not affect how the Ordinance is currently being enforced and will not require any additional restrictions or requirements, the Ordinance will serve to provide some clarity as it relates to vehicles selling services (*requires a registration*) versus providing services that were initiated from a point of sale other than the motor vehicle (*does not require a registration*).

Recommended Motion: I move to APPROVE Ordinance 14-2013 on first reading.

ORDINANCE NO. 14- 2013

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE TOWN CODE ENTITLED "MOBILE VENDORS; PROVIDING FOR AMENDMENTS PERTAINING TO FOOD AND MERCHANDISE SALES AND SERVICES BY MOBILE VENDORS IN THE TOWN; 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 solicitation in the Town, which have been codified at Chapter 22, of the Code of Ordinances; and

WHEREAS, Town staff has recommended to the Town Commission that Sections 22-103, 22-104, 22-105, 22-109, 22-110 and 22-111 of Chapter 22 be amended to provide additional guidelines, controls, and standards for mobile vendors within the Town; and

WHEREAS, the Town Commission, has reviewed the recommendations of staff and has determined that amending Chapter 22, Article III of the Code Town would further the public health, safety and general welfare.

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 22, Article III, Sections 22-103, 22-104, 22-105, 22-109, 22-110 and 22-111, of the Code of Ordinances of Town of Lake Park, Florida are hereby amended to read as follows:

Sec. 22-103. Exemptions.

The following activities, businesses, and/or persons, as such are commonly known, are exempt from coverage of this article, but this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

- (a) Newspaper couriers;
- (b) Lemonade stands;
- (c) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located; or at a town sanctioned public outdoor green market;
- (d) Delivery or distribution of food, goods, services or products ordered or purchased by customers from a source or point of sale other than a mobile ~~food~~ vehicle operated for the purpose of soliciting customers while traveling or while located on town streets or property;
- (e) Delivery or distribution of food by or for any not-for-profit organization, governmental agency, or other charitable organization, including without limitation Meals on Wheels and the Food Bank; and
- (f) Concessionaires as defined in this chapter, except that concession agreements with the town shall include health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by this chapter.

Sec. 22-104. Limitation on activities permitted by mobile vendor license.

Mobile vendors shall not:

- (a) Operate the motor vehicle in such a manner as to impede the normal usage of the arterial streets;
- (b) Stop on the traveled portion of the street or within 50 feet from a corner to dispense food products;

- (c) Stop in dangerous locations for dispensing **food** products or services, such as on streets with inadequate shoulders and restricted sight distance;
- (d) Be operated on any arterial street during the peak hours of traffic, generally between 4:00 and 6:30 p.m.

Sec. 22-105. Application.

A person, firm, or corporation desiring to secure a license as a mobile vendor shall make application to the community development department. Such application shall be made on a form provided by the department, which at a minimum shall include:

- (a) The name or names and address of the applicant;
- (b) Vehicle license number of all vehicles from which the applicant proposes to conduct business;
- (c) Description of the general type of food, service or merchandise to be sold if applicable;
- (d) The place or places where the applicant proposes to engage in business;
- (e) A letter from the Palm Beach County Health Department, certifying that the motor vehicle vending business has complied with health department regulations.

Sec. 22-109. Health regulations.

All mobile food-related vendors shall comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment, and devices used for the handling, storage, transportation and/or sale of food shall comply with appropriate county and state regulations, as presently worded and as may be amended by law, in addition to any other rules and regulations respecting such vehicles, equipment, devices as may be established by state or local governments.

Sec. 22-110. Mobile vendor standards.

All mobile vendors licensed under this chapter shall conform to the following standards:

- (a) *Geographical restrictions for food, service and merchandise sales.* No mobile vendor shall SELL a food, service or merchandise from his or her vehicle or conveyance:

- (1) Within 400 feet of a public or private school grounds during the hours of regular school session, classes, or school-related events in said public or private school, except when authorized by said school; or
 - (2) Within 1,000 feet of the entrance to a business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the mobile vendor; or
 - (3) Within 1,000 feet of a restaurant, cafe, deli or any type of eating establishment which is open for business; or
 - (4) Within 1,000 feet of a public park of the town where a town-authorized concession stand is located during times other than during the course of a public celebration except as approved by the town manager or designate; or
 - (5) Within 1,000 feet of town property where a town-authorized concession stand is located during the course of a public celebration when nonprofit organizations are permitted to engage in the sale of merchandise and food in such park; or
 - (6) Within any one block for more than one hour in any four-hour period, except this shall not apply in those situations where the mobile vendor is serving organized and sanctioned community-sponsored ball games at public parks and schools provided there is no town-approved concession in the park or at the school.
- (b) No mobile vendor shall conduct business so as to violate any ordinances of the town, including those regulating traffic and rights-of-way, as now in effect or hereafter amended.
- (c) No mobile vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley, or any other public place by causing people to congregate at or near the place where food, service or merchandise is being SOLD OR OFFERED FOR SALE, or the service is being conducted.
- (d) No customer shall be served on the street side of the mobile unit. Service by mobile vendors is limited to the curb side, or on authorized private property, when the mobile unit is on or abutting a public street.
- (e) All mobile vendors shall provide garbage receptacles for customer use as may be needed.

- (f) No mobile vendor shall locate his or her vehicle or other conveyance in such a manner as to cause a traffic hazard or obstruct a designated customer parking space.
- (g) At the conclusion of business activities at a given location, the mobile vendor shall clean all the public way surrounding his or her vehicle of all debris, trash and litter generated by the vendor's business activities.
- (h) All mobile vendors preparing food by cooking, frying or other means shall be equipped with at least one 2A-40-BC fire extinguisher.
- (i) All mobile vendors shall conclude daily business activities at sunset.

Sec. 22-111. Mobile vendor insurance requirement.

No license shall be issued to a mobile vendor selling food, merchandise or services from a truck or other motor vehicle unless a certificate is furnished to the town showing that the mobile vendor is carrying the following minimum amounts of insurance:

- (a) Public liability insurance in an amount of not less than \$500,000 for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident; and
- (b) Property damage insurance in an amount of not less than \$25,000 for damages on account of any one accident or occurrence.

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 maybe renumbered or re-lettered to accomplish such.

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

New Business

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013

Agenda Item No. *Tab 5*

Agenda Title: Resolution No. 31-09-13 Approving an Annual Marina Parking Permit Pilot Program

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *DSS* Date: *9/14/13*

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: Commissioner Rapoza	Costs: N/A Funding Source: <input type="checkbox"/> Finance _____	Attachments: Revised Fee Schedule
Advertised: 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>DSS</i></u> Please initial one.

Summary Explanation/Background:

At the August 13, 2013 Commission budget workshop meeting, the Town Commission reached a consensus to direct staff to bring forward for Commission consideration an annual marina parking permit pilot program. The attached resolution adds to the current fee schedule an annual marina parking permit fee of \$100.00 (item #46 on the attached schedule). Even though the instructions from the Commission were for a pilot program, this fee will remain in place indefinitely until the fee schedule is subsequently amended.

Recommended Motion: I move the adoption of Resolution no. ___ -09-13.

RESOLUTION NO.: _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE SCHEDULE OF FEES WHICH REQUIRE ADMINISTRATIVE PROCESSING BY THE TOWN BY INCLUDING AN ANNUAL MARINA PARKING PERMIT FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has previously adopted Resolution No. 42-11-11, pursuant to which the Town Commission established a Schedule of Fees that the Town charges for the review and processing of applications for development orders, permits, and other applications which require processing by the Town staff and Attorney and consultants ; and

WHEREAS, Town staff has recommended that the Schedule of Fees previously adopted in Resolution No. 42-11-11 be amended as set forth in **Exhibit "A"** attached hereto to include an Annual Marina Parking Permit Fee, and incorporated herein to add certain fees.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby adopts the amended Schedule of Fees as contained in **Exhibit "A"** which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____

who moved its adoption. The motion was seconded by _____

and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	_____	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	_____	_____
COMMISSIONER ERIN FLAHERTY	_____	_____
COMMISSIONER MICHAEL O'ROURKE	_____	_____
COMMISSIONER KETHLEEN RAPOZA	_____	_____

The Town Commission thereupon declared the foregoing Resolution NO. _____
duly passed and adopted this ___ day of _____, 2013.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMES DUBOIS
MAYOR

ATTEST:

VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

EXHIBIT "A"

<u>SECTION 1</u>		
DEVELOPMENT REVIEW FEE SCHEDULE		
No.	TYPE OF FEE	FEE
1	Abandonment of rights of way	\$1500.00
2	Abandonment of easements	\$1500.00
3	Appeal of Administrative Decisions	\$600.00
4	Comprehensive Plan amendment	\$1250.00
5	Comprehensive future land use map change	\$1250.00
6	Development of Regional Impact	\$3000.00
	a. Annual report review	\$500.00
7	Development Approval extension	\$1000.00
8	Developer Agreements	\$1500.00
9	Planned Unit Development	
	a. Master Plan approval	\$1750.00
	b. Modification of an approved Master Plan	\$750.00
10	Site plan, nonresidential	
	a. 0-14999 square feet	\$1000.00
	b. Greater than 14999 square feet	\$1500.00
11	Site Plan residential	
	a. Base fee	\$750.00
	b. Additional fee, greater of 10.00 per dwelling unit or lot	\$10.00 per unit
12	Special Exception, nonresidential	
	a. 0-14999 square feet	\$750.00
	b. Greater than 14999 square feet	\$1250.00
13	Special Exception, residential	
	a. 0-14999 square feet	\$750.00
	b. Greater than 14999 square feet	\$1250.00
14	Variance, nonresidential	\$750.00

15	Variance, residential principal structure	\$550.00
16	Vegetation removal and land clearing permit	\$500.00
17	Zoning code text amendment	\$1250.00
18	Zoning map amendment	\$1250.00
19	Zoning determination letter	\$85.00
20	Zoning Confirmation Certificate	\$85.00
21	Home Occupation Zoning Confirmation Certificate	\$85.00
22	Special Event Permit (non-profit)	\$25.00
23	Special Event Permit (commercial entity)	\$75.00
24	Minor Replat	\$500.00
25	Tree Removal	\$50
26	Telecommunications Tower Pre-application permit	\$250
27	Telecommunications Tower/Co-Location Application	\$1500
28	Certificate of Appropriateness (Historic Preservation)	\$100
29	Site Plan or Development Approval Amendment	\$250
30	Abatement Request Application - Code	\$50
31	Time Extension Application - Code	\$50
32	Out of Town Business Registration Application	\$25
33	Name Change Administrative Fee	\$25
34	PADD Waiver	\$750
35	Parking meter fee per hour	\$1.00
36	Parking meter fee per quarter hour	\$.25
37	Parking meter discounts, passes and bulk purchases	TBD by the Town Mgr
38	Expired meter – illegal parking fine per ticket	\$20
39	Unauthorized parking in a handicapped space or zone	\$500
40	Annual Mobile Vendor fee	\$250
41	Mobile Vendor fee per event	\$25
42	Marina Event Fee – per event	\$500
43	Annual Bank Registration Fee	\$150

(44)	Resident Only Decal Fee (valid in all metered areas except Lake Shore Park Lots and Marina Lots)	\$45
(45)	Resident and Non-Resident Decal Fee (valid in all metered areas)	\$100
(46)	Annual Marina Parking Permit	\$100

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

- 1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant to assist Town staff in the review and processing of applications for development orders, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
- 2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application for a development order, and the preparation and/or review of legal documents.
- 3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
- 4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the Town Commission takes final action on the application, the Town shall refund any unused cost deposit funds to the applicant.
- 5) The minimum cost deposit shall be \$800.00 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 18, 2013

Agenda Item No. *Tab 6*

Agenda Title: Award of Contract for Lake Park Tennis Center Tennis Court Resurfacing, RFP No. 104-13 to Fast-Dry Courts, Incorporated.

- SPECIAL PRESENTATION/REPORTS
 - BOARD APPOINTMENT
 - PUBLIC HEARING ORDINANCE ON ____ READING
 - NEW BUSINESS**
 - OTHER: _____
- CONSENT AGENDA
 - OLD BUSINESS

Approved by Town Manager *RP* Date: *9/6/13*

Richard Pittman/Project Manager
Name/Title

Originating Department: Public Works	Costs: Up to \$46,470.00 Funding Source: Gen. Fund Acct. No. 600-63000 Contract Award: \$42,245.00 Contingency: \$ 4,225.00 <input checked="" type="checkbox"/> Finance <i>RP</i>	Attachments: Bid Tabulation Bid Document Bids Received Purchase Order
Advertised: Date: August 11, 2013 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 <i>RP</i> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

The Town has received a Community Development Block Grant in the amount of \$37,294.00 for the resurfacing of six tennis courts and replacement of net posts and nets at the courts located in Lake Shore and Kelsey Parks. The Town staff prepared the bid documents and advertised the tennis court resurfacing project in the Palm Beach Post on August 11, 2013. A mandatory pre-bid meeting was held on August 22, 2013 with three potential bidders attending. Bids were opened on September 3, 2013 with two bids having been received.

The firm of Fast-Dry Courts, Inc. submitted the lowest responsible and responsive bid in the amount of \$41,255.00 (see attached bid tabulation).

The bid documents required bidders to price the nine items which constitute the base bid and to price three alternates. The alternates with the low bidder's prices are as follow:

Alternate I: Resurface 70' x 19' walkway between courts 2 & 3..... \$ 700.00
 Alternate II: Raise the fence fabric between courts 5 & 6..... \$290.00
 Alternate III: Install steel net posts in existing openings in place of bid item No. 5 (deduct) \$1,895.00

Town staff recommends that the awarded contract include Alternates 1 and 2, which will add \$990.00 to the base bid.

Fast-Dry Courts Inc. is certified to apply the manufacturer's resurfacing system that meets the bid requirements. Fast-Dry Courts has been in business for more than 20 years. Fast-Dry Courts will be able to commence work in mid-October which is a requirement of the grant and the bid documents.

Staff recommends that Fast-Dry Courts, Inc. be awarded a contract for Town Bid No. 104-2013 for the low base bid plus Alternates Nos. 1 and 2. The contract award amount will be \$42,245.00.

A contingency amount of \$4,225.00 (10 percent of the awarded contract price) is recommended. Fast-Dry Courts is recommending a product and procedure to repair wide cracks that is different from the contract specifications. As resurfacing approaches the final two courts, staff recommends using the remaining contingency for this specialized crack-fill treatment. The authorization of the use of the contingency funds would be approved by the Town Manager and a change order issued to the contractor.

SUMMARY:

Base Bid Amount:	\$ 41,255.00
Alternate I Resurface Walkway:	700.00
Alternate II Raise Fence Fabric courts 5 & 6:	<u>290.00</u>
TOTAL RECOMMENDED CONTRACT AWARD	\$ 42,245.00
10 Percent Contingency:	<u>\$ 4,225.00</u>
TOTAL CONTRACT AWARD PLUS CONTINGENCY	\$ 46,470.00
Less CDBG Grant Amount:	<u>(\$ 37,294.00)</u>
TOTAL MAX. COST TO TOWN:	\$ 9,176.00

The Town Commission is being asked to commit up to \$9,176.00 of Town funds (acct. no. 600-63000) such that a contract in the amount of \$42,245.00 can be awarded.

Recommended Motion: I move to approve contracting with Fast-Dry Courts, Inc. in the amount of \$42,245.00 to perform the requirements of Bid No. 104-2013 and establish a contingency of \$4,225.00.

BID TABULATION
LAKE PARK TENNIS CENTER- TENNIS COURT RESURFACING
TOWN BID NO. 104-2013

Item No.	Description	Unit	FAST DRY COURTS, INCORPORATED	SPORT SURFACES, LLC	
1	Indemnification	Job	\$ 100.00	\$ 100.00	
2	Mobilization Registration w/Town, and permits	L.S.	\$ 25.00	\$ 250.00	
3	Considerations for Davis/Bacon Requirements	L.S.	*	\$ 250.00	
4	Court preparation incl. crack prep. Settled asphalt, patching	L.S.	\$ 2,265.00	\$ 13,500.00	
5	Core drill footing, install net post sleeves	L.S.	\$ 5,400.00	\$ 10,800.00	
6	Fiberglass membrane (full courts 1-4)	L.S.	\$ 7,260.00	\$ 9,000.00	
7	Net w/cable w/center strap tie down (total 6)	L.S.	\$ 1,365.00	\$ 1,650.00	
8	Four coat acrylic two color resurfacing system for six courts including lines	L.S.	\$ 22,000.00	\$ 13,500.00	
9	Miscellaneous: performance bond, pedestrain safety, barricades	L.S.	\$ 2,840.00	\$ 500.00	
	BASE BID ITEMS 1THRU 9		\$ 41,255.00	\$ 49,550.00	
	Alternate I: Resurface 70'x 19' walkway	ADD	\$ 700.00	\$ 2,660.00	
	Alternate II: Raise fence fabric courts 5&6	ADD	\$ 290.00	\$ 1,440.00	
	Alternate III: Furnish and install 123 steel external wind niet posts fitted to existing openings in lieu of bid item No.5	DEDUCT	\$ 1,895.00	\$ 6,000.00	

Recommended Award to Fast Dry Courts for Base Bid, Alternates I & II Total Amount \$42,245.00

*Contractor was called to verify that item included in other items.

Bid Opening: 09/03/13

Tabulation Prepared By: Richard Pittman, Project Manager 09/04/13

OWNER:

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

PROJECT :

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING**

TOWN OF LAKE PARK

Prepared by:

**TOWN OF LAKE PARK
Richard Pittman, 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. 104-2013

Date of Bid Advertisement: August 11, 2013

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

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING**

TOWN OF LAKE PARK

Contract Documents

Town of Lake Park Bid No. 104-2013

Date of Bid Advertisement: August 11, 2013

PROJECT DATA

Project Title: Lake Park Tennis Center
Tennis Court Resurfacing
Town of Lake Park, Florida

Project Number: Town Bid No.104-2013

Project Location: 600 Lake Shore Drive &
601 Federal Highway

Project Owner: Town of Lake Park

Town Commission: James DuBois, Mayor
Kimberly Glas Castro, Vice Mayor
Erin T. Flaherty, Commissioner
Michael O'Rourke, Commissioner
Kathleen Rapoza, Commissioner

Owner's Representative: Dale S. Sugerman, Ph.D.
Town Manager
535 Park Avenue
Lake Park, Florida 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

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

END OF PROJECT DATA

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PBC Pages 1 to 40	Federal Requirements & Wage Determination Requirements for Federally Funded Projects provided by Palm Beach County Department of Economic Sustainability (Davis-Bacon Requirements)
Pages 17 to 21	Contract Agreement Information
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Page 24	Scope of Work
Page 25	Technical Specifications
Page 26	Bid Form
Page 27	Schedule of Bid Items
Page 28	Clarification/Exceptions
Page 29	List of Subcontractors
Page 30	Certification of Drug Free Workplace Program
Page 31	List of References
Page 32	Licensed (copies of applicable licenses)
Page 33	Proof of Existing Insurance Coverage
Page 34	Noncollusion Affidavit of Prime Bidder
Page 35	Anti-kickback Affidavit
Page 36	Certification of Eligibility of General Contractor
Page 37	Certification of Nonsegrated Facilities
Page 38	Workforce Projection

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

LIST OF DRAWINGS

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING**

TOWN OF LAKE PARK
TOWN BID NO. 104-2013

SHEET NO.	TITLE
1	Cover Sheet/Plan Set Index
2	Site Plan
3	Specifications
4	Details Courts 5 & 6
5	Details
6	Details

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:

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK, FLORIDA**

Town Bid No. 104-2013

The project consists of the surface preparation including, patching, leveling, crack fill, net posts, nets, resurfacing and lining of six asphalt tennis courts located at 601 Federal Highway and 600 Lake Shore Drive, Lake Park Florida

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

Sealed bids will be received in triplicate by the Town Clerk until 2:00 p.m., on September 3, 2013 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 \$15.00 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., August 22, 2013, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents

Envelope containing bid must be sealed and be clearly marked, **“LAKE PARK TENNIS CENTER - TENNIS COURT RESURFACING, TOWN BID NO. 104 - 2013**

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.

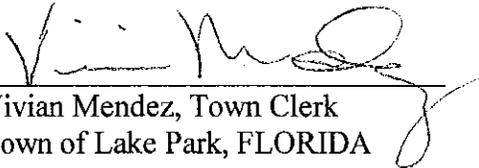
Bids will be opened and read aloud in the Town of Lake Park Commission Chambers at 2:00 p.m., on September 3, 2013. Award of bid will be made at a Town Commission meeting.

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, Town Clerk
Town of Lake Park, FLORIDA

Published on: August 11, 2013
Palm Beach Post

BIDDERS UNDERSTANDING

MANDATORY REQUIREMENTS:

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

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
Bid No. 104-2013
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 August 22, 2013, 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 repair and resurfacing of six asphalt tennis courts 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 Economic Sustainability to review procedures and payroll report requirements to meet DAVIS-BACON grant requirements
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will Serve as the NTP unless otherwise agreed.

REQUIRED SUBMITTAL ITEMS

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

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

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

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

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

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

End of Bidders Understanding

INSTRUCTIONS TO BIDDERS

1. BIDDER'S UNDERSTANDING (Additional)

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

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

2. BOND REQUIREMENTS

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

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

the next-lowest responsible & responsive Bidder or the work may be re-solicited at the Town's option.

7. **GUARANTEE**

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

8. **RETURN OF BID SECURITY**

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

9. **EXECUTION OF CONTRACT**

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

10. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its 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. Town Clerk email address: vmendez@lakeparkflorida.gov

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

13. **DAVIS/BACON ACT**

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

.....
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:

Tamara Price
Welfare Transition Program-Client Services Director
Workforce Alliance, Inc.

Region #21, Palm Beach County Tel. (561) 340-1060 X 2336, Fax (888) 897-5219

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.

.....

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 Manager. 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 **thirty (30)** calendar days. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence. **NOTE: Awarded Contractor should plan on commencing work during the week of October 14, 2013 or earlier having been notified of the award on September 19th.**

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, Project Manager, at (561)881-3347.

End of Instructions to Bidders

**FEDERAL REQUIREMENTS
&
WAGE DETERMINATION**
Pages Provided by Pam Beach County (40 pages)

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**PROJECT NAME:****Town of Lake Park - Tennis Court Resurfacing**

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

1. General Requirements:

The following requirements are attached:

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

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

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

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

The following form is attached:

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

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

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

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

5. Davis-Bacon Act:

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

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

Wage Decision(s) No.:**HEAVY - FL130173 Mod -1-**

**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%
<u>Area covered:</u>	<u>Palm Beach County</u>	<u>All trades for the life of the project</u>

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 compiled 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)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

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

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

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

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

BONDING REQUIREMENTS
CONSTRUCTION CONTRACTS

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

1. BID SECURITY (BID GUARANTEE)

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

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

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

2. BONDS

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

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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.

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 pf 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

Project Name:		Report Date:	
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Prime Contractor Information - construction 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 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	
//////////							//////////	///						

Sub-Contractor 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 funded in whole or in part by HCD (such as consultants, 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

(B) Racial/Ethnic Codes

- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg./Appraisal
- 0 = Other
- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans

(C) Section 3 Business

DISPLAY OF POSTERS

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

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

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

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

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

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

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Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an 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) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety

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

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

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

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

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

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

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

B. Complying with Minimum Hourly Amounts

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

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

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

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

C. Overtime

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

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

D. Deductions

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

E. Classifications Not Included in the Wage Decision

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

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

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

F. Supervisory Personnel

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

G. Sole Proprietorships / Independent Contractors / Leased Workers

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

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

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

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

H. Apprentices / Helpers

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

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

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

General Wage Decision Number: **FL130173**

04/05/2013

FL173

Superseded General Decision Number: FL20120173

State: Florida

Construction Type: **HEAVY CONSTRUCTION PROJECTS
(INCLUDING WATER AND SEWER LINES)**

County: **PALM BEACH COUNTY** in Florida

Modification Number	Publication Date
0	01/04/2013
1	04/05/2013

COUNTY: **PALM BEACH**

ELEC0728-006 09/01/2012

	Rates	Fringes
ELECTRICIAN	\$28.46	\$9.12

ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All cranes with boom length 150 feet and over (with or without jib) Friction, Hydraulic, Electric, or otherwise; Cranes 150 tons and over; Cranes with 3 drums (when 3 rd drum is rigged for work); Gantry and Overhead Cranes; Hydraulic Cranes over 25 tons but not more than 50 tons; Hydraulic/Friction Cranes 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); Hydraulic Cranes 25 tons and under, and over 50 tons (with Oiler); Boom Truck	\$27.57	\$8.78
OPERATOR: Drill	\$25.05	\$8.78
OPERATOR: Oiler	\$22.24	\$8.78

IRON0402-003 10/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL	\$22.22	\$7.65

LABO1652-004 05/01/2011

	Rates	Fringes
LABORER: Grade Checker	\$14.50	\$4.67

PAIN0452-007 09/01/2011

	Rates	Fringes
PAINTER: Brush, Roller and Spray	\$19.50	\$7.93

COUNTY: PALM BEACH

SUFL2009-169

06/24/2009

	Rates	Fringes
CARPENTER, includes form work	\$17.00	\$2.51
CEMENT MASON/CONCRETE FINISHER	\$16.93	-
LABORER: Common or General	\$10.64	-
LABORER: Landscape	\$7.25	-
LABORER: Pipelayer	\$14.00	-
LABORER: Power Tool Operator (Handheld drills/Saws, Jackhammer, and Power saws Only)	\$10.63	\$2.20
OPERATOR: Asphalt Paver	\$11.59	-
OPERATOR: Backhoe Loader Combo	\$16.10	\$2.44
OPERATOR: Backhoe/Excavator	\$15.33	\$3.60
OPERATOR: Bulldozer	\$14.95	\$0.81
OPERATOR: Grader/Blade	\$16.00	\$2.84
OPERATOR: Loader	\$16.05	-
OPERATOR: Mechanic	\$14.32	-
OPERATOR: Roller	\$10.95	-
OPERATOR: Scraper	\$11.00	\$1.74
OPERATOR: Trackhoe	\$20.92	\$5.50
OPERATOR: Tractor	\$10.54	-
TRUCK DRIVER: Dump Truck	\$9.60	-
TRUCK DRIVER: Lowboy Truck	\$12.73	-
TRUCK DRIVER: Off the Road Truck	\$12.21	\$1.97

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 wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

Union Identifiers:

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicated the international union and the four-digit number, 0198, that follow indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is than internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers:

Classifications listed under and "SU" identifier were derived from survey data by computer average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicated the rates are not union majority rates, LA indicates the State Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

LAKE PARK TENNIS CENTER TENNIS COURT RESURFACING

TOWN OF LAKE PARK

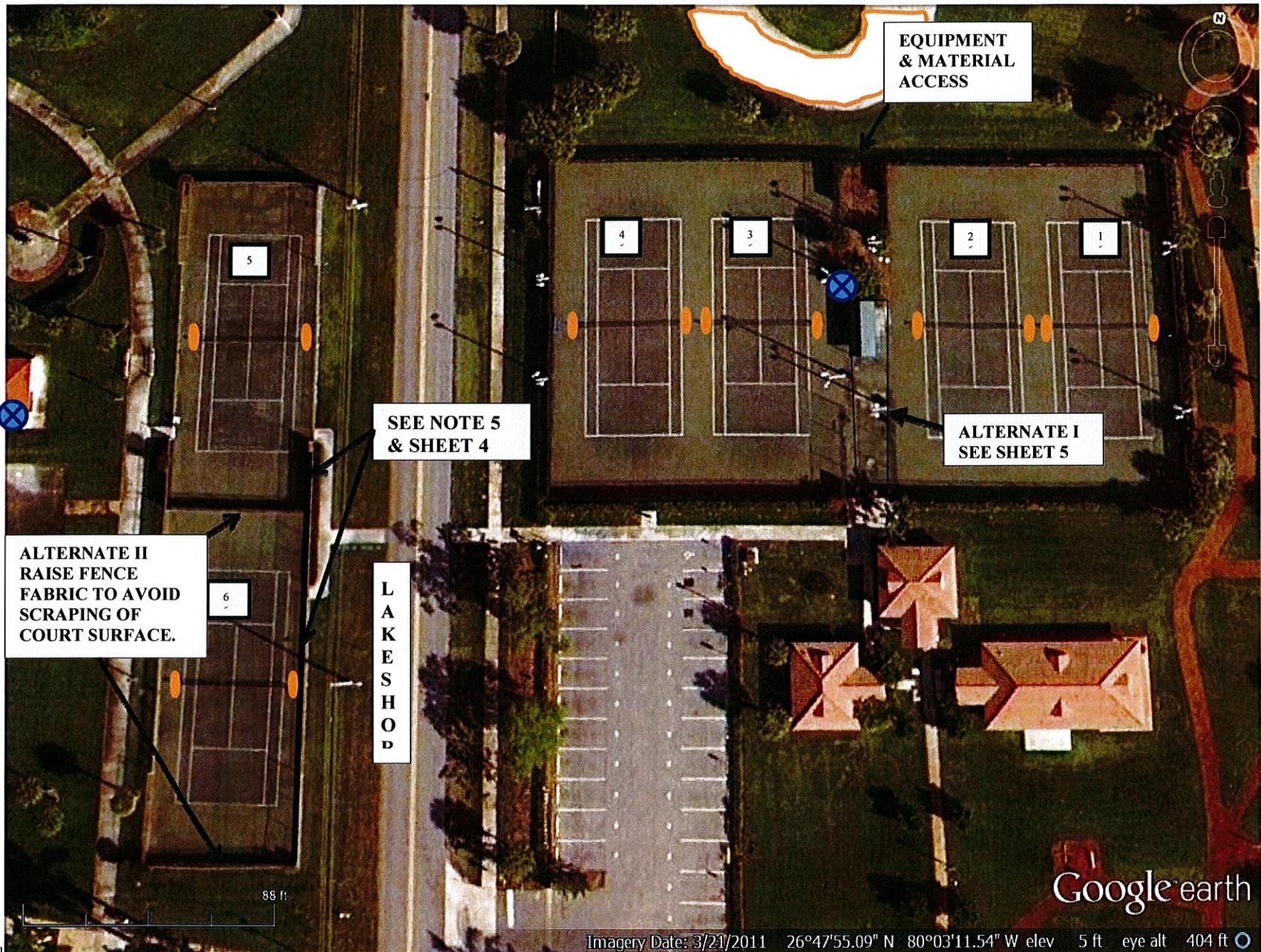
TOWN BID NO. 104-2013

TOWN COMMISSION

- James Dubois - Mayor
- Kimberly Glas Castro - Vice Mayor
- Erin T. Flaherty - Commissioner
- Michael O'Rourke - Commissioner
- Kathleen Rapoza - Commissioner

-
- Dale S. Sugerman, Ph.D. - Town Manager
 - Thomas J. Baird, Esq. - Town Attorney
 - Vivian Mendez, CMC - Town Clerk

<u>Index of Sheets</u>	
Sheet No.	Description
1	COVER SHEET
2	SITE PLAN
3	SPECIFICATIONS
4	DETAILS COURTS 5&6
5	DETAILS
6	DETAILS



NOTES:

1. FOUR COURTS TO REMAIN USABLE AT ALL TIMES EXCEPT WHEN NET POSTS ARE CORED AND SLEEVES GROUTED.
2. COURTS 1, 2, 3 & 4 TO RECEIVE FIBERGLASS MEMBRANE OVER ALL SURFACES.
3. ALTERNATE I: 70' X 15' WALKWAY RESURFACING 3 COAT APPLICATION.
4. ALTERNATE II: RAISE FENCE FABRIC TO AVOID SCRAPING SURFACE.
5. TOWN FORCES TO REPAIR EAST EDGE OF COURTS 5&6. SEE DETAIL SHEET #4.

LEGEND

-  HOSE BIBB LOCATION FOR PRESSURE CLEANING AND PRODUCT MIXING
-  STORAGE SITE FOR RESURFACING MATERIAL & EQUIPMENT
-  COURT NUMBER
-  NEW NET POST & SLEEVE

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK
SITE PLAN**

Scale: N.T.S. Proj. No.: 104-2013
 Drawn: RP Sheet No. 2 OF 6
 Date: July 03, 2013

ALTEI

MATERIALS & PRODUCTS SPECIFICATIONS

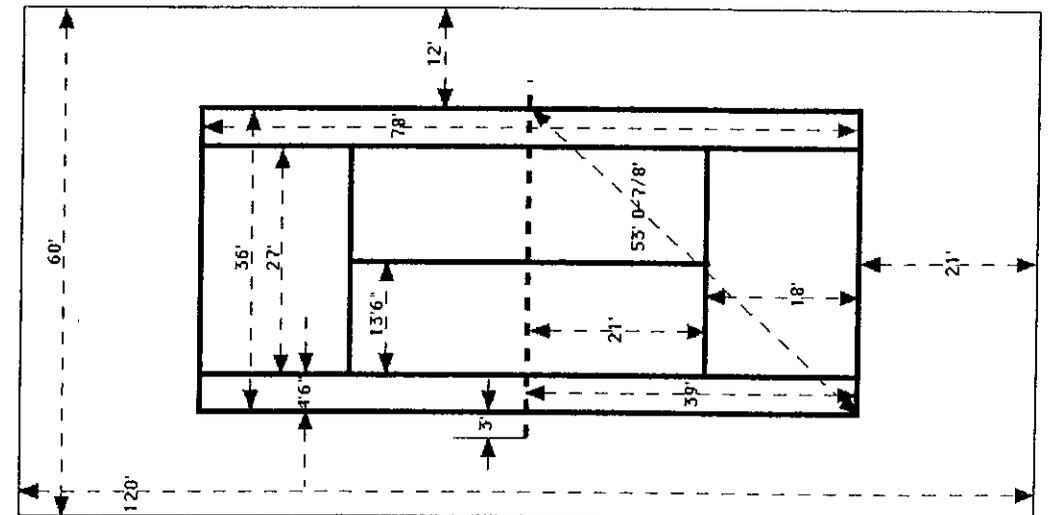
1. All work to be performed in accordance with the American Sports Builders Association guide specifications.
2. All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed.
3. The following are the minimum specifications for a four-coat resurfacing system. Only Acrylic resin based products will be considered. Products and systems will be considered equal based on pigments and percent of pigments, percent of silicates, percent of polymers, percent of volatiles, percent of solids, percent of Acrylic comparable to those listed in the table below.

FINISH SURFACE MATERIAL	Percentage by Weight
Pigment	Total % > 40
Pigment (Chromium Oxide, Iron Oxide Toners)	> 3.5
Acrylic Polymers	Approx. 16
Volatiles (incl. water)	< 40
Weight / gallon	> 12 lb./gal.
Percent of solids	55 +/-
Percent of Acrylic	30 +/-

- Crack Filler: Undiluted surface coat material mixed with sand to consistency of putty
- Fiberglass Mesh: 20 x 10 mesh, resin coated woven fiberglass.
- Resurfacer: 2 Parts Pure Acrylic Concentrate to 1 Part Water-10-15 lb. sand/gallon & spread rate of 0.06 to 0.10 gal./s.y./coat
- Surface Color Coat: U. S. Tennis Association Dark Blue Interior, Dark Green Exterior, Acrylic factory mixed combination aggregate fill/color surface system diluted 2 Parts Concentrate to 1 Part Water & spread rate of 0.047-0.056 gal./s.y./coat
- Line Paint: Primer and heavy bodied acrylic latex compound w/pigment & mineral filler designed for application on acrylic coated surfaces.
- Net Post Sleeve: Core 6" diameter install 3" I.D. PVC Sleeve 24" long compatible with post.
- Net Post: 2-7/8" O.D. Powder Coated Aluminum with external wind (green).
- Net: USPTA approved, six row stitching, six row double mesh, tapered, ultraviolet treated double-vinyl headband, weight 30 pound. Center strap included.
- Net Cable: Included with net.
- Warranty: One year product; Three year workmanship

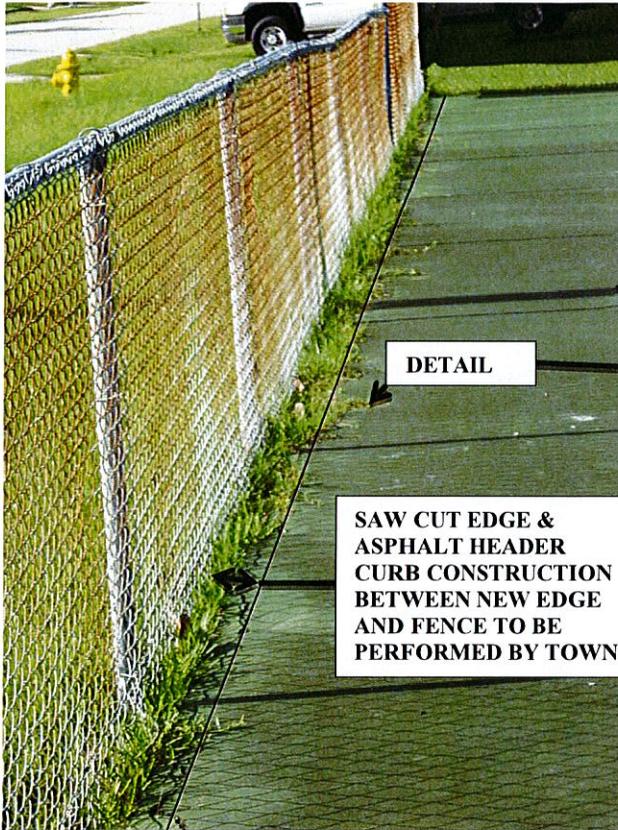
PROCEDURE

1. Core bore out old net post and/or sleeve. Install new sleeves. All courts to be unusable during coring and sleeve installation. Install net posts and nets to reestablish use on four courts.
2. Pressure clean two courts at a time to remove all loose dirt, mildew, oil spots and foreign material.
3. Remove all grass or other vegetation growing on the court surface. Patch. Town forces will apply Round-Up two weeks in advance of contractor commencing work.
4. Fill cracks wide than 1/16". Trowel or sand smooth with adjacent surface.
5. Level areas holding 1/8" of water one hour after flooding. Sand level with surrounding area.
6. Place fiberglass mesh. Embed with resurfacer. Remove defects.
7. Apply second coat of resurfacer.
8. Apply two coats surface color coat.
9. Accurately layout and paint 2" wide playing lines.
10. Install new posts and nets prior to moving to next two courts.
11. Owner selected Alternates.



LAKE PARK TENNIS CENTER TENNIS COURT RESURFACING TOWN OF LAKE PARK SPECIFICATIONS

Scale: N.T.S. Proj. No.: 104-2013
 Drawn: RP Sheet No.: 3 of 6
 Date: July 03, 2013

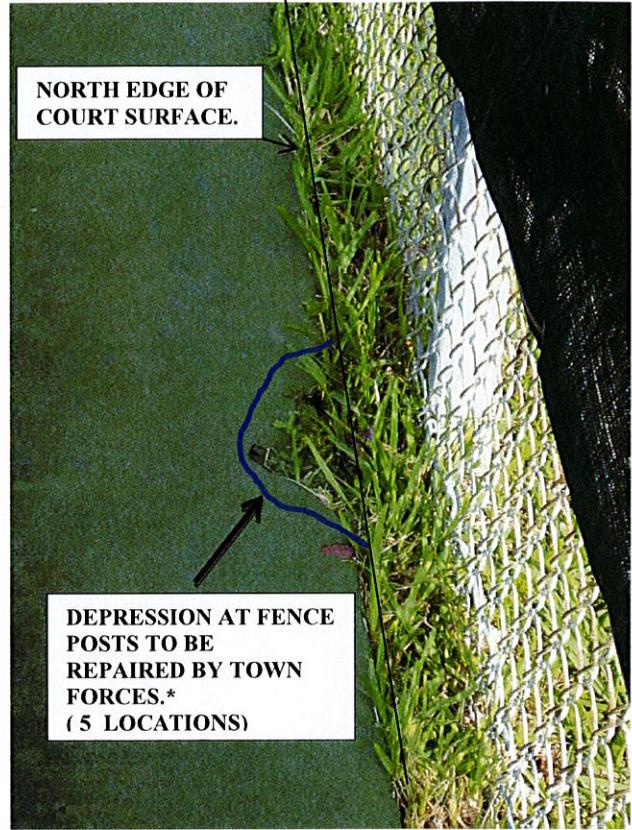


SAW CUT EDGE & ASPHALT HEADER CURB CONSTRUCTION BETWEEN NEW EDGE AND FENCE TO BE PERFORMED BY TOWN



DETERIORATED ASPHALT BEYOND SAW CUT WILL BE REPAIRED BY TOWN FORCES.*

18" FIBERGLASS FABRIC



NORTH EDGE OF COURT SURFACE.

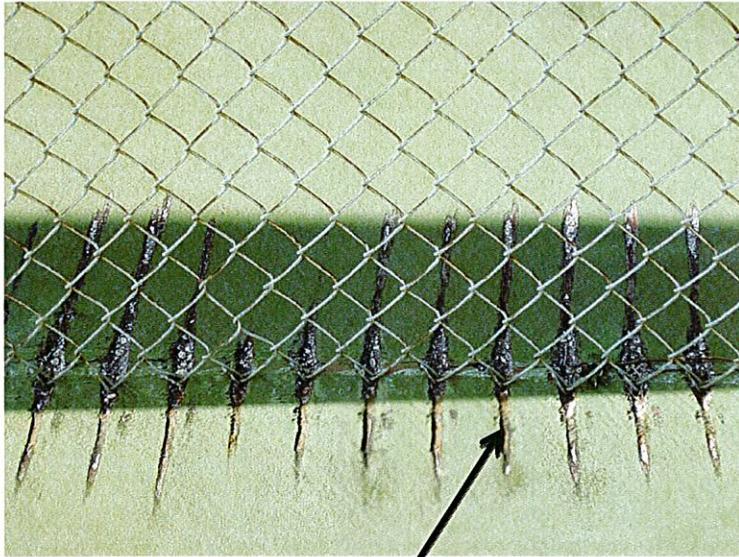
DEPRESSION AT FENCE POSTS TO BE REPAIRED BY TOWN FORCES.* (5 LOCATIONS)

EAST EDGE OF COURTS 5 & 6
 TOWN FORCES WILL HAVE THIS EDGE REPAIRED WITH 8" X 8" ASPHALT HEADER CURB PRIOR TO THE CONTRACTOR COMMENCING WORK. THE CONTRACTOR WILL BE REQUIRED TO OVERLAY FIBERGLASS FABRIC 18" WIDE OVER THE NEW ASPHALT AND OVERLAP ONTO THE EXISTING SURFACE AND EMBED THE FABRIC WITH COURT RESURFACER AND FINISH

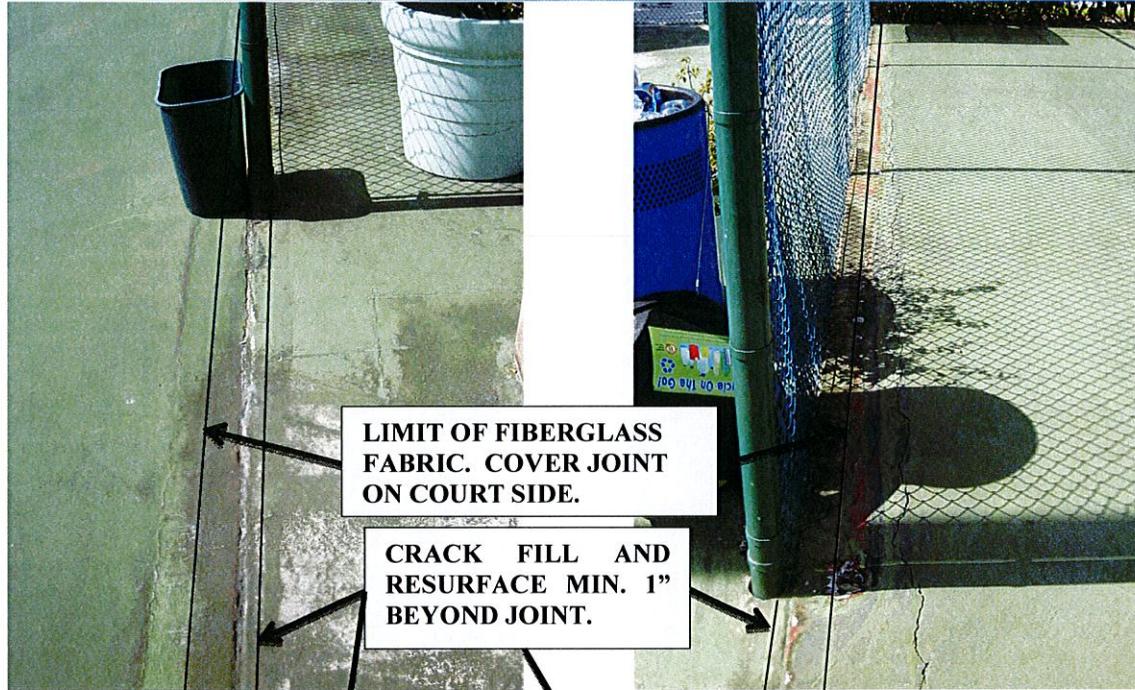
EAST EDGE OF COURTS 5 & 6
DETAIL
 *DEPRESSIONS IN SURFACE AND UNDERLYING ASPHALT & BASE AT FENCE POSTS WILL BE REPAIRED BY TOWN FORCES PRIOR TO THE CONTRACTOR COMMENCING WORK. CONTRACTOR TO COVER ASPHALT PATCH WITH FIBERGLASS FABRIC 6" OVERLAP ONTO EXISTING SURFACE AND EMBED WITH RESURFACER AND FINISH COAT

NORTH EDGE OF COURT 5

LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
 TOWN OF LAKE PARK
DETAIL COURTS 5 & 6
 Scale: N.T.S. Proj. No.: 104-2013
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 Date: July 03, 2013



GOUGES CAUSED BY FENCE FABRIC SCRAPING TO BE FILLED WITH UNDILUTED SURFACE MATERIAL MIXED WITH SAND TO PUTTY CONSISTENCY.

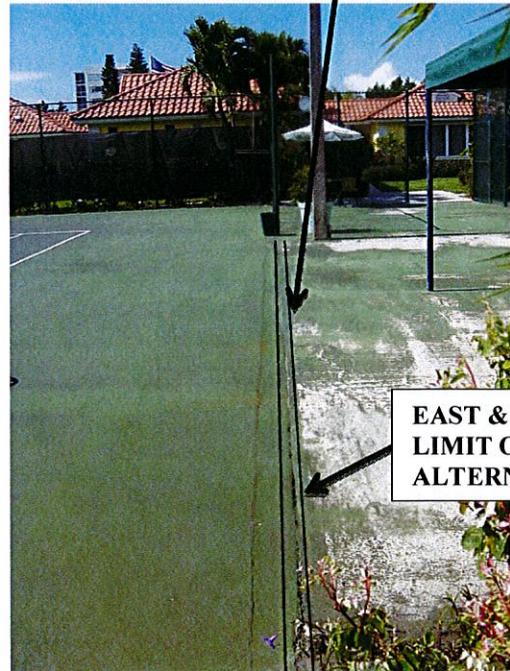


LIMIT OF FIBERGLASS FABRIC. COVER JOINT ON COURT SIDE.

CRACK FILL AND RESURFACE MIN. 1" BEYOND JOINT.

WEST EDGE OF COURT #2

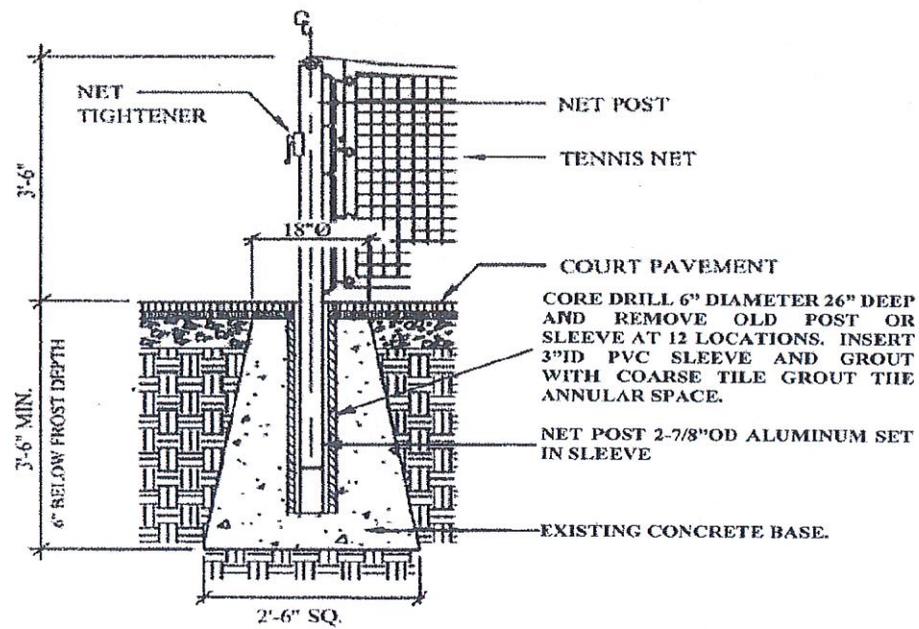
EAST EDGE OF COURT #3



EAST & WEST LIMIT OF ALTERNATE #1

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK
DETAILS**

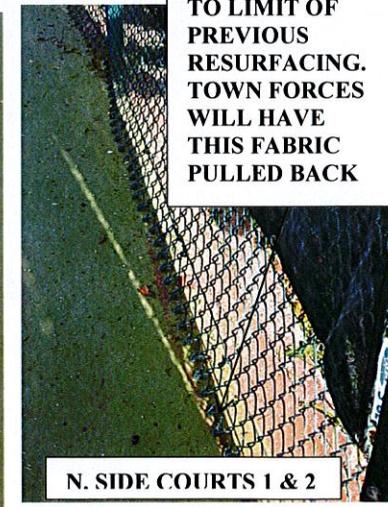
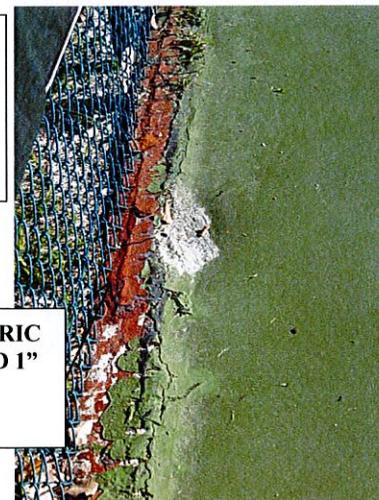
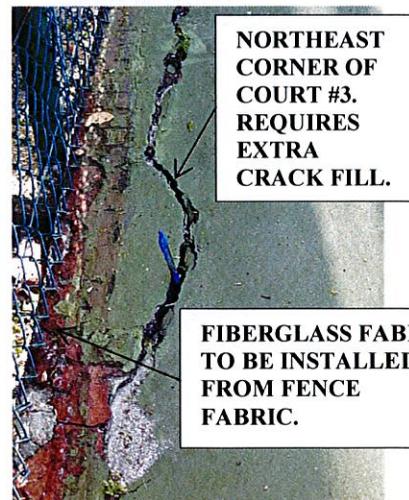
Scale: N.T.S. Proj. No.: 104-2013
Drawn: RP Sheet No. 5 OF 6
Date: July 03, 2013



NET POST & SLEEVE DETAIL

BASE BID- BID ITEM No. 5

BID ALTERNATE III: (DEDUCT)
 FURNISH & INSTALL 12 STEEL
 EXTERNAL WIND NET POSTS FITTED
 TO EXISTING OPENING IN LIEU OF BID
 ITEM No. 5.



**LAKE PARK TENNIS CENTER
 TENNIS COURT RESURFACING
 TOWN OF LAKE PARK
 DETAILS**

Scale: N.T.S.
 Drawn: RP
 Date: July 03, 2013

Proj. No.: 104-2013
 Sheet No. 6 OF 6

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

FL130173

Page: 5 of 5

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**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.

SUBRECIPIENT OBLIGATIONS

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.

PROVIDING OTHER ECONOMIC OPPORTUNITIES

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 is contractually entitled to compensation proportionate to its work.

REPORTING REQUIREMENTS

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.

COMPLAINTS

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 at 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.

APPENDIX

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 though 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 December 11, 2012

NUMBER OF PERSONS IN HOUSEHOLD	INCOME LIMIT AT 80% OF MEDIAN INCOME
1	\$38,550
2	\$44,050
3	\$49,550
4	\$55,050
5	\$59,500
6	\$63,900
7	\$68,300
8	\$72,700

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
LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK
TOWN BID NO. 104-2013

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. 104-2013

All terms, conditions, plans and specifications of Town Bid No. 104-2013, 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 _____, 2013; and _____ authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____
_____, Mayor
____ day of _____, 2013

Vivian Mendez, 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 _____, 2013

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Name of Contractor

Signature

Print Name, Title

_____ day of _____, 2013

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2013 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
LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING OF SIX ASPHALT COURTS LOCATED AT LAKESHORE PARK
AND KELSEY PARK, TOWN OF LAKE PARK
(PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS FOLLOWING AMERICAN SPORTS
BUILDERS GUIDELINES)

- Prebid sight visit and attendance of mandatory prebid meeting.
- Davis/ Bacon Requirements (wage rates, payroll submittals, on-sight signage, encourage section 3 participation, meeting with P.B. County Department of Economic Sustainability, etc.).
- Obtain insurance and bond as specified in the bid documents and submit to Town prior to signing contract.
- Obtain Town of Lake Park permit (fee will be waived).
- All contractors working on the site must be registered to work in the Town.
- Coordination with Tennis Center pro to maintain four courts useable at all times except when net post sleeves are being installed.
- Remove and replace fence as required to allow labor, equipment and material to access courts.
- Secure work site when not working.
- Pressure clean to remove mildew, loose dirt, oil spots, loose membrane, and foreign matter and oxidized surface coating. Contractor will be able to use existing hose bibs.
- Remove vegetation from cracks.
- Repair settled asphalt.
- Clean and fill cracks.
- Patch to level low areas.
- Apply fiberglass mesh on courts indicated on site plan
- Install net post sleeves (total 12)
- Apply two color (U.S. Tennis Association dark green/dark blue) 4 coat acrylic color system consisting of 2 coats acrylic resurfacer and 2 coats surface acrylic court paint.
- Apply playing lines.
- Provide and install net posts (12).
- Provide and install nets (6).
- **One year materials, three year workmanship.**
- Alternates as selected by owner:
 - Alternate I: Walkway Resurface (Dark Green 70' x 19') 3 coats. See plan sheet Nos. 2 & 5.
 - Alternate II: Raise fence fabric courts 5 & 6. See plan sheet no. 2 of 6.
 - Alternate III: Furnish and install twelve steel external wind net posts fitted to exiting opening in lieu of bid item No. 5 (coring, sleeves & aluminum posts).
- Submittals:
 - Authorized Applicators Certificate of products used.
 - Material Safety Data Sheet (MSDS) on all materials prior to delivering to site.
 - Manufactures recommended method of installation for all coatings and paints.
 - Estimate of volume of each product used on the site.
 - Extra Stock: Unopened gallon for each finish coat color labeled with color, project and date of manufacturer.

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

TECHNICAL SPECIFICATIONS

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

References: American Sports Builders Association Tennis Court Construction Guidelines
Section I – General Guidelines and but not limited to Section C, E, O, P & Q.

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. 104-2013
LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING**

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

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

_____ (\$ _____)

Completion: Thirty (30) 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]. **NOTE: Awarded Contractor should plan on commencing work during the week of October 14, 2013 or earlier having been notified of the award on September 19th.**

Required documents attached?	(Yes or No)
- Schedule of Bid Items	_____
- Acknowledge Addenda # ____ (if issued)	_____
- Bid bond (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/Certifications (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 Nonsegrated 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#: _____

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK BID NO. 104-2013
SCHEDULE OF BID ITEMS**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Mobilization, Registration with Town, and Permits.	L.S.	1	_____
3.	Considerations for Davis/Bacon Requirements.	L.S.	1	_____
4.	Court preparation incl. crack prep, settled asphalt, patching.	L.S.	1	_____
5.	Core drill footings, install net post sleeves (12) & net posts (12).	L.S.	1	_____
6.	Fiberglass membrane (full courts 1-4)	L.S.	1	_____
7.	Net w/cable w/center strap tie down (total 6).	L.S.	1	_____
8.	Four coat acrylic two color resurfacing system for six courts including lines.	L.S.	1	_____
9.	Miscellaneous: performance bond, pedestrian safety, barricades.	L.S.	1	_____

BASE BID: TOTAL ITEMS 1 THRU 9 \$ _____

Written Amount of Base Bid: \$ _____

ALTERNATE I: Resurface 70' x 19' walkway (3 coats). ADD: \$ _____
 ALTERNATE II: Raise fence fabric courts 5 & 6. ADD: \$ _____
 ALTERNATE III: Furnish and install 12 steel external wind net posts fitted to existing opening in lieu of bid item No. 5.DEDUCT: \$ _____

Submitted By: _____

Name of Firm: _____

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIBLE AND RESPONSIVE BASE BID.

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*').

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
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/CERTIFICATION
(APPLICABLE LICENSING TO PERFORM THE REQUIRED
SERVICES INCLUDING AUTHORIZED APPLICATORS
CERTIFICATION OF SPECIFIED SYSTEM)**

INCLUDE PROOF OF EXISTING INSURANCE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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 Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

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

Signature

Subscribed and sworn to (or affirmed) before me this ____ 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 bidder that
has submitted a 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 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 "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

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

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

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

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

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

Signature

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

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

Project Name: _____

Company Name and Address:

Signature

Name and Title

Date

WORKFORCE PROJECTION

PROJECT NAME:	Town of Lake Park - Tennis Court Resurfacing
----------------------	---

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
- Fence Erector
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greaseman
- 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 Tender
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tender
- 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\TennisCourtResurfacing\FederalRequirements.wpd

**BID FORM: BID No. 104-2013
LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING**

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

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

FOURTY ONE THOUSAND TWO HUNDRED AND FIFTY FIVE DOLLARS AND ZERO (\$41,255.00) CENTS

Completion: Thirty (30) 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]. **NOTE: Awarded Contractor should plan on commencing work during the week of October 14, 2013 or earlier having been notified of the award on September 19th.**

Required documents attached?

(Yes or No)

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

NAME OF FIRM FAST-DRY COURTS, INC.

ADDRESS 1400 NW 13TH AVE, POMPANO BEACH, FL 33069

PHONE# 954-979-3111 FAX# 954-978-8479

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) David Dettor / VICE PRESIDENT

POINT OF CONTACT EMAIL ADDRESS: david@fast-dry.com

DATE: 8/30/13 TAX PAYER ID#: 59-2821640

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK BID NO. 104-2013
SCHEDULE OF BID ITEMS**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Mobilization, Registration with Town, and Permits.	L.S.	1	\$ <u>25.00</u>
3.	Considerations for Davis/Bacon Requirements.	L.S.	1	\$ <u>0.00</u>
4.	Court preparation incl. crack prep, settled asphalt, patching.	L.S.	1	\$ <u>2,265.00</u>
5.	Core drill footings, install net post sleeves (12) & net posts (12).	L.S.	1	\$ <u>5,400.00</u>
6.	Fiberglass membrane (full courts 1-4)	L.S.	1	\$ <u>7,260.00</u>
7.	Net w/cable w/center strap tie down (total 6).	L.S.	1	\$ <u>1,365.00</u>
8.	Four coat acrylic two color resurfacing system for six courts including lines.	L.S.	1	\$ <u>22,000.00</u>
9.	Miscellaneous: performance bond, pedestrian safety, barricades.	L.S.	1	\$ <u>2,940.00</u>

BASE BID: TOTAL ITEMS 1 THRU 9 \$ 41,255.00

Written Amount of Base Bid: \$ FOURTY ONE THOUSAND TWO HUNDRED AND FIFTY FIVE DOLLARS AND ZERO CENT

ALTERNATE I: Resurface 70' x 19' walkway (3 coats). ADD: \$ 700.00
 ALTERNATE II: Raise fence fabric courts 5 & 6. ADD: \$ 290.00
 ALTERNATE III: Furnish and install 12 steel external wind net posts fitted to existing opening in lieu of bid item No. 5. DEDUCT: \$ 1,995.00

Submitted By:  DAVID DETTON
 Name of Firm: FAST-DRY COURTS, INC.

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIBLE AND RESPONSIVE BASE BID.

CLARIFICATIONS/EXCEPTIONS

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

EXCEPTIONS:

WE DID NOT INCLUDE ANY ASPHALT REPLACEMENT IN OUR BID PRICE AS I COULD NOT IDENTIFY ANY REFERENCE TO THIS IN THE BID DOCUMENTS.

CLARIFICATIONS:

IN THE BID PRICE, WE DO INCLUDE THE PATCHING OF "SETTLED ASPHALT AREAS" WITH THE USE OF PATCHING MATERIALS.

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) <u>LANCELOT INDUSTRIES</u>	<u>3698 SW HARK STREET</u> <u>PORT ST. LUCIE, FL 34959</u>	<u>772-634-4474/LANCE TANNER</u>
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: CITY OF FORT LAUDERDALE
Address: 701 NE 12 AVE
FORT LAUDERDALE, FLORIDA 33304

Point of Contact: SUSAN KROWITZ - DIRECTOR OF TENNIS
Phone Number: 954-828-5379
Fax Number: NA - SKROWITZ@FortLauderdale.gov

REFERENCE #2

Company/Agency Name: CITY OF PEMBROKE PINES
Address: 10100 PINES BLVD
PEMBROKE PINES, FL 33029

Point of Contact: RICHARD DEVAUX - PARKS & REC SPECIALIST
Phone Number: 954-447-1702
Fax Number: 954-436-3264 - email - rdevaux@ppines.com

REFERENCE #3

Company/Agency Name: CITY OF BOCA RATON
Address: 2000 NW 15TH STREET
BOCA RATON, FL 33431

Point of Contact: 561-367-7085 TENNIS ADMINISTRATOR
Phone Number: JIM TIERNEY
Fax Number: NA - Email - jtierney@myboca.us

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

**PALM BEACH COUNTY CONTRACTORS
CERTIFICATE OF COMPETENCY**

CERTIFICATE # U-10687		EXPIRATION 09/30/2013
----------------------------------	---	----------------------------------

**NAME : STEPHEN N DETTOR
FIRM : FAST DRY COURTS INC**

DBA :

**1400 NW 13TH AVE
POMPANO BEACH, FL 33069**

CERTIFIED CONTRACTOR TENNIS COURT
--

FEE : 250.00
ISSUED BY : SMATTHES ON : 07/22/2011
ID #0006499

Signature: 
Contractor Signature Required



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****

1400 NW 13TH AVE
 POMPANO BEACH, FL 33069-1906

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0093 TENNIS COURT CONTRACTOR	DETTOR STEPHEN N	U10687	B12.501792 - 07/26/12	\$27.50	B40086749

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

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2012/2013 LOCAL BUSINESS TAX RECEIPT**

B3 - 25

FAST DRY CORPORATION
 FAST DRY CORPORATION
 1400 NW 13TH AVE ST
 POMPANO BEACH, FL 33069-1906



**LBTR Number: 199609179
 EXPIRES: SEPTEMBER 30, 2013**

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****
 1400 NW 13TH AVE
 POMPANO BEACH, FL 33069-1906

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
73.0133 CW TENNIS COURT CONTRACTOR	DETTOR STEPHEN N	U10687	B12 501793 - 07/26/12	\$185.85	B48080746

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

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2012/2013 LOCAL BUSINESS TAX RECEIPT**

B1 - 26

FAST DRY CORPORATION
 FAST DRY CORPORATION
 1400 NW 13TH AVE ST
 POMPANO BEACH, FL 33069-1906



**LBTR Number: 199609181
 EXPIRES: SEPTEMBER 30, 2013**

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.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

DETTOR, TODD M
FAST-DRY COURTS INC
514 NE 9TH AVENUE
POMPANO BEACH FL 33060

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 6133861
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1518034 05/18/12 118186603

CERTIFIED GENERAL CONTRACTOR
DETTOR, TODD M
FAST-DRY COURTS INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration Date: AUG 31, 2014 L12051800809

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6133861

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12051800809

DATE	BATCH NUMBER	LICENSE NBR
05/18/2012	118186603	CGC1518034

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

DETTOR, TODD M
FAST-DRY COURTS INC
1400 N.W. 13TH AVENUE
POMPANO BEACH FL 33069

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

CERTIFIED INSTALLER

awarded to

Fast-Dry Courts

Re: Lake Park Tennis Center – Tennis Court Resurfacing – Town Lake Park – Town Bid No. 104-2013

This document certifies that Fast – Dry Courts, 1400 NW 13th Avenue, Pompano Beach, FL 33069 is a certified installer of Novacrylic 100% acrylic Sport Surfaces manufactured by Nova Sports U.S.A. Fast – Dry Courts specializes in building and surfacing tennis courts in accordance with Nova Sports U.S.A.'s instructions and specifications.



presented by

Nova Sports U.S.A.

30 August 2013

A handwritten signature in cursive script that reads "Robert Righter".

Robert Righter
President, Nova Sports U.S.A.

INCLUDE PROOF OF EXISTING INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
2. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

3. If the additional insured is:
 - (a) An individual, their spouse is also an additional insured.
 - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - (c) A limited liability company, members and managers are also additional insureds.
 - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - (a) Premises you own, rent, lease, or occupy, or
 - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright Insurance Services Office, Inc., 2003

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

(1) He is Vice President of Fast-Dry Courts, Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 104-2013 Project Name: LAKE PARK TENNIS CENTER TENNIS COURT RESURFACING

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

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

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 27 day of AUG 2013 by DAVID DELTOR, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL NOTARY PUBLIC STATE OF FLORIDA
Richard Sanzare
Commission # EE030755
Expires: OCT. 17, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Signature: [Signature]
Notary Name: RICHARD SANZARE
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am Vice President of FAST-DW COURTS, INC., the bidder that
has submitted a proposal to perform work for the following project:

Contract #: 104-2013 Project Name: LAKE PARK TENNIS CENTER TENNIS COURT Resurfacing

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

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 27 day of AUG 2013 by
David Dettor, who is personally known to me or who has produced _____
_____ as identification.

NOTARY SEAL: NOTARY PUBLIC-STATE OF FLORIDA
Richard Sanzare
Commission # EE030755
Expires: OCT. 17, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Signature: [Signature]
Notary Name: RICHARD SANZARE
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 Todd DETTOR, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the Vice President of FAST-DRY COURTS, INC., hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 1021-2013 Project Name: LAKE PARK TENNIS CENTER TENNIS COURT RESURFACING

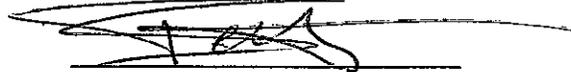
(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

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

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

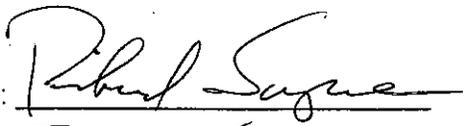
(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

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


Signature

Subscribed and sworn to (or affirmed) before me this 27 day of Aug, 2013 by DAVID DETTOR, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL
NOTARY PUBLIC - STATE OF FLORIDA
Richard Sanzare
Commission # EE030755
Expires: OCT. 17, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Signature: 
Notary Name: RICHARD SANZARE
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: LAKE PARK TENNIS CENTER TENNIS COURT RESURFACING

Company Name and Address:

FAST-DAY COURTS, INC.

1400 NW 13 AVE

POMPANON BEACH, FL 33069



Signature

DAVID DEATON / VICE PRESIDENT

Name and Title

8/27/13

Date

WORKFORCE PROJECTION

PROJECT NAME:	Town of Lake Park - Tennis Court Resurfacing
----------------------	---

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
- Fence Erector
- Forklift - DELIVERY DRIVER
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greaseman
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Piledriver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: DELIVERY)
- Other: CORE DRILL OPERATOR
- 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 Tender
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tender
- 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: 

ORIGINAL

**BID FORM: BID No. 104-2013
LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING**

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

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

Forty Nine Thousand Five Hundred Fifty Dollars (\$ 49,550.00)

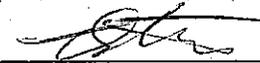
Completion: Thirty (30) calendar days after Commencement of Work [Contractor may only perform work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]. **NOTE: Awarded Contractor should plan on commencing work during the week of October 14, 2013 or earlier having been notified of the award on September 19th.**

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

.....
NAME OF FIRM Sport Surfaces LLC

ADDRESS 7011 Wilson Rd
West Palm Beach, FL 33413

PHONE# (561) 964-2001 FAX# (561) 964-5009

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED or PRINTED) Theo Strauss Account Executive

POINT OF CONTACT EMAIL ADDRESS: theo@sportsurfaces.com

DATE: 9/2/13 TAX PAYER ID#: 264143866

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK BID NO. 104-2013
SCHEDULE OF BID ITEMS**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	TOTAL PRICE
1.	Indemnification	Job	1	\$ <u>100.00</u>
2.	Mobilization, Registration with Town, and Permits.	L.S.	1	\$ <u>250.00</u>
3.	Considerations for Davis/Bacon Requirements.	L.S.	1	\$ <u>250.00</u>
4.	Court preparation incl. crack prep, settled asphalt, patching.	L.S.	1	\$ <u>13,500.00</u>
5.	Core drill footings, install net post sleeves (12) & net posts (12).	L.S.	1	\$ <u>10,800.00</u>
6.	Fiberglass membrane (full courts 1-4)	L.S.	1	\$ <u>9,000.00</u>
7.	Net w/cable w/center strap tie down (total 6)	L.S.	1	\$ <u>1,650.00</u>
8.	Four coat acrylic two color resurfacing system for six courts including lines.	L.S.	1	\$ <u>13,500.00</u>
9.	Miscellaneous: performance bond, pedestrian safety, barricades.	L.S.	1	\$ <u>500.00</u>

BASE BID: TOTAL ITEMS 1 THRU 9 \$ 49,550.00

Written Amount of Base Bid: \$ FORTY NINE THOUSAND FIVE HUNDRED FIFTY DOLLARS

ALTERNATE I: Resurface 70' x 19' walkway (3 coats). ADD: \$ 2,660.00
 ALTERNATE II: Raise fence fabric courts 5 & 6. ADD: \$ 1,440.00
 ALTERNATE III: Furnish and install 12 steel external wind net posts fitted to existing opening in lieu of bid item No. 5.DEDUCT: \$ 6,000.00

Submitted By: Theo Strauss

Name of Firm: Sport Surfaces LLC

AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIBLE AND RESPONSIVE BASE BID.

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*').

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) _____	None	_____
2) _____		_____
3) _____		_____
4) _____		_____
5) _____		_____

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Sport Surfaces LLC, 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

9/2/13

(Date)

Theo Strauss Account Executive
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: BJ&K Construction
Address: 970 W. McNabb Rd
Fort Lauderdale, FL 33309

Point of Contact: Steve Wood
Phone Number: (954) 444-3072
Fax Number: (305) 248-6129

REFERENCE #2

Company/Agency Name: City of Dade City
Address: 14206 Hwy 98 Bypass
Dade City, FL 33525

Point of Contact: Bob Shaw
Phone Number: (352)523-5049
Fax Number: _____

REFERENCE #3

Company/Agency Name: City of St. Cloud
Address: 1300 9th St
St. Cloud, FL 34769

Point of Contact: Stephanie Holtkamp
Phone Number: (407) 957-7300
Fax Number: (407) 892-4309

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

AUTHORIZED INSTALLER

SportMaster®
SPORT SURFACES

SportMaster®

PO Box 2277

Sandusky, Ohio 44870

Phone: 419-626-4375

Toll Free: 800-395-7325 (U.S.)

FAX: 419-626-5477

Sport Surfaces, LLC – West Palm Beach, FL

Factory Authorized Installers of SportMaster® Sport Surfacing Systems

SportMaster® Sport Surfaces are 100% acrylic and available throughout the world at SealMaster® locations and select distributors. SportMaster® has been the choice of surfacing professionals and players for over 35 years. A full range of surfacing systems from standard tennis & basketball, in-line skate, multi-purpose, track, and cushioned surfaces make up the SportMaster® product line. The International Tennis Federation (ITF) has classified SportMaster® Sport Surfaces under their pace rating system for all speeds of play, and the United States Professional Tennis Association (USPTA) recognizes SportMaster® as their official surface. SportMaster® is equal to or better than all mainstream, 100% acrylic coating systems on the market.

Jeff Gearheart – Director of SportMaster® Sport Surfaces
jeff@sportmaster.net • www.sportmaster.net

SportMaster®
SPORT SURFACES

INCLUDE PROOF OF EXISTING INSURANCE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

(1) He is Theo Strauss of Sport Surfaces LLC, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 104-2013 Project Name: Town of Lake Park Tennis Center

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

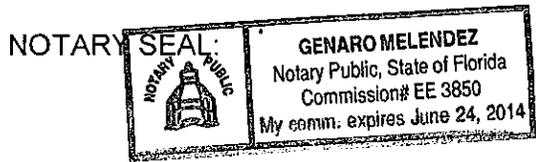
(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

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

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 3 day of September 2013 by Theodore Bernd Strauss III, who is personally known to me or who has produced Florida Driver License as identification.



Notary Signature: [Signature]
Notary Name: Genaro Melendez
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am Theo Strauss of Sport Surfaces LLC, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 104-2013 Project Name: Town of Lake Park Tennis Center

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, Town of Lake Park 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]
Signature

Subscribed and sworn to (or affirmed) before me this 3 day of September 2013 by Theodore Berard Strauss III, who is personally known to me or who has produced Florida Driver License as identification.

NOTARY SEAL:



Notary Signature: [Signature]
Notary Name: Genaro Melendez
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 Theo Strauss, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the Account Executive of Sport Surfaces LLC, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

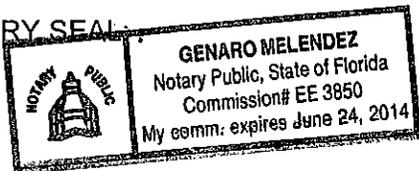
Contract #: 104-2013 Project Name: Town of Lake Park Tennis Center

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 3 day of September, 2013 by Theodore Bruce Strauss III, who is personally known to me or who has produced Florida Driver License as identification.

NOTARY SEAL



Notary Signature: [Signature]
Notary Name: Genaro Melendez
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

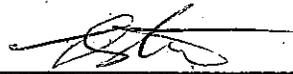
The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.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

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

Project Name: Town of Lake Park Tennis Center Tennis Court Resurfacing

Company Name and Address:

Sport Surfaces LLC



Signature

7011 Wilson Rd

Theo Strauss Account Executive
Name and Title

West Palm Beach, FL 33413

9/2/13
Date

WORKFORCE PROJECTION

PROJECT NAME:	Town of Lake Park - Tennis Court Resurfacing
----------------------	---

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
- Fence Erector
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greaseman
- 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: Core Drill
- 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 Tender
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tender
- 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: Sport Surfaces LLC

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**TOWN OF LAKE PARK
NOTICE TO BIDDERS**

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

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK, FLORIDA
Town Bid No. 104-2013**

The project consists of the surface preparation including, patching, leveling, crack fill, net posts, nets, resurfacing and lining of six asphalt tennis courts located at 601 Federal Highway and 600 Lake Shore Drive, Lake Park Florida

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

Sealed bids will be received in triplicate by the Town Clerk until 2:00 p.m., on September 3, 2013 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 \$15.00 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., August 22, 2013, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents Envelope containing bid must be sealed and be clearly marked, "LAKE PARK TENNIS CENTER - TENNIS COURT RESURFACING, TOWN BID NO. 104 - 2013

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 2:00 p.m., on September 3, 2013. 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, Town Clerk
Town of Lake Park, FLORIDA
PUB: The Palm Beach Post
8-11/2013 #112914

**TOWN OF LAKE PARK
NOTICE TO BIDDERS**

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

**LAKE PARK TENNIS CENTER
TENNIS COURT RESURFACING
TOWN OF LAKE PARK, FLORIDA
Town Bid No. 104-2013**

The project consists of the surface preparation including, patching, leveling, crack fill, net posts, nets, resurfacing and lining of six asphalt tennis courts located at 601 Federal Highway and 600 Lake Shore Drive, Lake Park Florida

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

Sealed bids will be received in triplicate by the Town Clerk until 2:00 p.m., on September 3, 2013 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 \$15.00 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., August 22, 2013, in the Town Hall Commission Chambers, Lake Park, Florida.

Bid Documents Envelope containing bid must be sealed and be clearly marked, "LAKE PARK TENNIS CENTER - TENNIS COURT RESURFACING, TOWN BID NO. 104 - 2013

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 2:00 p.m., on September 3, 2013. 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, Town Clerk
Town of Lake Park, FLORIDA
PUB: The Palm Beach Post
8-11/2013 #112914



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE
 LAKE PARK, FLORIDA 33403
 (561) 881-3350 FAX (561) 881-3358

TO: 21610
 FAST DRY COURTS INC
 1400 NW 13TH AVENUE
 POMPANO BEACH, FL 33069

PURCHASE ORDER	
PURCHASE ORDER NUMBER	55324
DATE	09/04/13
DEPT. CODE	
REQUISITION NUMBER	
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.	

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	PUBLIC WORKS DEPARTMENT 650 OLD DIXIE HIGHWAY LAKE PARK 33403	09/04/13
		TERMS NET 30

PECIAL INSTRUCTIONS APPROVED BY TOWN COMMISSION ON SEPT 18 2013

THIS IS...
 AN ORDER A CONFIRMATION

EM O.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	PROVIDE LABOR, EQUIPMENT & MATERIAL TO PERFORM TENNIS COURT RESURFACING, NET & NET POST INSTALLATION PER TOWN BID NO: 104-2013	600-46000	1.00	3961.00	3,961.00
6	CDBG GRANT	600-63000	1.00	37294.00	37,294.00
7	ALTERNATE I: RESURFACE WALKWAY	600-46000	1.00	700.00	700.00
8	ALTERNATE II: RAISE FENCE FABRIC	600-46000	1.00	290.00	290.00
TOTAL →					42,245.00

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 60-13-116484-54C	FEDERAL TAX EXEMPTION CERTIFICATE NO. 59-6000355
APPROVED DIRECTOR of FINANCE	PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS. DELIVERIES WILL BE ACCEPTED MONDAY THRU FRIDAY 8:30 AM - 4:00 PM