



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**THURSDAY, MAY 19, 2022 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Sarah Malega

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Christopher McVoy

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Legislature Session Update by State Representative David Silvers
- B. Presentation regarding FDOT/TPA improvements for the Circle by Jorge Maspons, PE for PE Engineering and Humberto Arrieta, Project Manager for FDOT-District IV
- C. Proclamation declaring May 19, 2022 as Ocean Rescue Day
- D. Proclamation declaring May 16-22, 2022 as National Beach Safety Week
- E. Proclamation declaring May 2022 as Historic Resources Preservation Month
- F. Proclamation declaring May 15-21, 2022 as National Public Works Week
- G. Presentation by Maurice "Maui" Goodbeer, Founder of the non-profit StreetWaves, brought forward by Vice Mayor McVoy
- H. Oceanfront EKO Park: Fun, Education, and guiding humanity towards a safe future with EKOTECTURE Presentation by Jill Karlin

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**CITY MANAGER'S REPORT:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. [Regular Meeting - April 19, 2022](#)
- B. [Work Session - April 25, 2022](#)
- C. [Pre-agenda Work Session - April 27, 2022](#)

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Resolution No. 32-2022 – Support for Additional Traffic Calming Measures on Federal Highway](#)

- B. [Proposed Settlement of Pending Personal Injury Litigation with Anita Murphy-Moore](#)
- C. [Proclamation declaring May as Asian American and Pacific Islander Heritage Month](#)

**PUBLIC HEARINGS:**

- A. [Ordinance 2022-06 - First Reading - Consideration of an ordinance amending Chapter 23 "Land Development Regulations," Article 2 "Administration," Division 2 "Procedures," adding a new Section 23.3-20 "Applicant's Public Neighborhood Meeting and Outreach," providing for an applicant held public neighborhood meeting and virtual outreach](#)
- B. [Ordinance No. 2022-10 – Second Reading – Notice Requirements for Rental Increases and Termination of Monthly Non-Residential Tenancies Without a Specific Duration](#)
- C. [Resolution No. 23-2022 - changing the name of "Ocean Breeze" to "South Ocean Breeze" from Lake Ave to 5th Ave South](#)

**NEW BUSINESS:**

- A. [Construction Agreement with Ahrens Companies](#)
- B. [Resolution No. 33-2022 Tenth Operating Budget Amendment to appropriate \\$10,000 of fund balance to replenish an operating account used to make an emergency purchase of golf cart batteries.](#)

**CITY ATTORNEY'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

May 23 - Work Session @ 5 PM  
May 24 - Budget Work Session # 1 @ 5 PM  
May 25 - Pre-agenda Work Session @ 9 AM  
May 31 - Utility Meeting @ 6 PM

[Draft Agenda - June 7, 2022](#)

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that,

for such purpose, he or she 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. (F.S. 286.0105)

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, APRIL 19, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (00:17) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (00:37) led by Commissioner Kimberly Stokes.

**PLEDGE OF ALLEGIANCE:** (00:56) led by Vice Mayor Christopher McVoy.

**ADDITIONS/DELETIONS/REORDERING** (01:14)

Presentation F, a Proclamation declaring April 22-30, 2022 as International Dark-Sky Week and Consent B, a Proclamation declaring April 2022 as Water Conservation Month were added to the agenda.

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the agenda as amended.

**Vote:** Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. NAYS: None.

**PRESENTATIONS:** (01:54) (there is no public comment on Presentation items)

A. Presentation by Richard Pinsky regarding the recent legislative session (2:22)

B. Presentation of Certificates to Suits for Seniors Graduates (25:18)

C. Presentation of Certificates of Appreciation to the Charter Review Committee (33:20)

D. PBSO quarterly presentation by Captain Todd Baer (36:15)

E. Proclamation declaring April 22, 2022 as Earth Day (1:23:20)

F. (added) Proclamation declaring April 22-30, 2022 as International Dark-Sky Week (1:25:09)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (1:29:20)

**CITY MANAGER'S REPORT:** (1:50:04)

City Manager Davis provided the following report:

- had been speaking with residents about various issues
- met with Palm Beach County Vice Mayor Greg Weiss to discuss city issues such as the pool
- Palm Beach League of Cities offered a training to the city commissioners
- said that the budget process would be beginning
- announced that city staff would be involved in a second annual cleanup for Earth Day
- stated that there would be a presentation by FAU regarding redistricting at an upcoming meeting

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (01:54:00)

**APPROVAL OF MINUTES:** (1:54:20)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the following minutes:

- A. Pre-agenda work session - March 23, 2022
- B. Special Meeting - March 28, 2022
- C. Regular Meeting - April 5, 2022

**Vote:** Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. NAYS: None.

**CONSENT AGENDA:** (1:54:35)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the Consent Agenda:

- A. Proclamation declaring April 2022 as Sexually Transmitted Disease Awareness Month
- B. (added) Proclamation declaring April 2022 as Water Conservation Month

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

**PUBLIC HEARINGS:** (1:54:43)

- A. Ordinance No. 07-2022 – Second Reading -- Notice Requirements for Rental Increases and Termination of Monthly Tenancies Without a Specific Duration

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 07-2022 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 20, “CIVIL RIGHTS,” BY CREATING ARTICLE III, “LANDLORD TENANT NOTICE REQUIREMENTS,” SECTION 20-20 “NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-21 “WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR ALL RESIDENTIAL TENANCIES,” TO REQUIRE 60DAYS’ WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Ordinance No. 07-2022 amending Chapter 20 “Civil Rights” regarding the Notice Requirements for Rental Increases and Termination of Monthly Tenancies Without a Specific Duration.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

**NEW BUSINESS:** (2:05:39)

A. Resolution No. 01-2022 – Establishment of a City Travel Policy (2:06:39)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 01-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A PER DIEM AND TRAVEL EXPENSE POLICY PURSUANT TO SECTION 166.021(9), FLORIDA STATUTES; ADOPTING A PROCEDURAL GUIDE TO IMPLEMENT THE PER DIEM AND TRAVEL EXPENSE POLICY; AUTHORIZING THE CITY MANAGER TO AMEND THE PROCEDURAL GUIDE AS NEEDED; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 01-2022 regarding the updates to the City’s travel policy and the legislatively required actions governing the classes of travel, amounts of meal allowance, and mileage reimbursement rate with changes.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

B. Resolution No. 24-2022 – Authorizing the Issuance of Series 2022 Consolidated Utility Bonds. (2:22:37)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 24-2022 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, SUPPLEMENTING RESOLUTION NO. 45-2020 OF THE CITY; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$52,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH BEACH,

FLORIDA CONSOLIDATED UTILITY REVENUE BONDS, SERIES 2022, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE CITY'S CONSOLIDATED UTILITY SYSTEM; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO UPON COMPLIANCE WITH CERTAIN PARAMETERS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE PURCHASE OF BOND INSURANCE AND A RESERVE ACCOUNT INSURANCE POLICY AND THE EXECUTION AND DELIVERY OF AN INSURANCE AGREEMENT OR AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CUSTODY AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Resolution No. 24-2022 authorizing the issuance of Series 2022 Consolidated Utility Bonds.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

C. Resolution No. 28-2022 – Fourth Capital Budget Amendment for FY 2022 to amend the appropriated Electric Utility CIP (2:35:08)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 28-2022, FOURTH CAPITAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY CAPITAL EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 28-2022 – Fourth Capital Budget Amendment for FY 2022 to amend the appropriated Electric Utility CIP.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

D. Resolution No. 25-2022 – Eighth Operating Budget Amendment for FY 2022 to appropriate \$70,900 from Fund Balance to support the addition of a new Assistant Building Official (2:36:14)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 25-2022, EIGHTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Resolution No. 25-2022 authorizing a budget amendment to appropriate \$70,900 from Fund Balance to support the addition of a new Assistant Building Official.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

- E. Resolution No. 26-2022 – Third Capital Budget Amendment for FY 2022 to appropriate \$150,000 from Fund Balance to support the Nitrification Action Plan/Water Age Study (2:36:58)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 26-2022, THIRD CAPITAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY CAPITAL EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Resolution 26-2022 authorizing a capital budget amendment to appropriate \$150,000 from Fund Balance to support the Nitrification Action Plan/Water Age Study.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

- F. Resolution No. 27-2022 – Electing the Standard Allowance under the State and Local Fiscal Recovery Fund of the American Rescue Plan Act (ARPA). (2:39:51)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 27-2022, OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ELECTING THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE STATE AND LOCAL FISCAL RECOVERY FUND



ESTABLISHED BY THE AMERICAN RESUCE PLAN ACT OF 2021; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Resolution 27-2022, electing the Standard Allowance under the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

**CITY ATTORNEY'S REPORT:** (02:40:20)

City Attorney Torcivia did not provide a report:

**UPCOMING MEETINGS AND WORK SESSIONS:**

April 25 - work session @ 5 PM  
April 26 - utility meeting  
April 27 - pre-agenda work session @ 9 AM  
May 2 - budget work session #1 @ 5 PM

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to move the May 3 City Commission meeting to May 5 at 6 PM to allow the Commissioners to attend the Lake Worth High School graduation. (02:41:27)

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

**ADJOURNMENT:** (2:47:41)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to adjourn the meeting at 8:48 PM.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Malega, Stokes and Diaz. NAYS: None.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes approved May 3, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION WORK SESSION – VISIONING SESSION  
CITY HALL COMMISSION CHAMBER  
MONDAY, APRIL 25, 2022 - 5:00**

The meeting was called to order by Mayor Resch on the above date at 5:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (1:05) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz. Also present were City Manager Carmen Davis, Assistant City Manager Juan Ruiz and City Clerk Melissa Ann Coyne.

**PLEDGE OF ALLEGIANCE:** (1:15) led by Commissioner Kimberly Stokes.

**UPDATES / FUTURE ACTION / DIRECTION** (1:37)

A. Discussion by City Commission regarding their vision for the future of Lake Worth Beach

**ADJOURNMENT:** (01:30:21)

The meeting adjourned at 6:39 PM.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes Approved: May 19, 2022

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION PRE-AGENDA WORK SESSION  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, APRIL 27, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:01 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (00:54) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia, and Deputy City Clerk Shayla Ellis.

**UPDATES / FUTURE ACTION / DIRECTION**

**Action:** Consensus to have the name change for the southern portion of Ocean Breeze Drive to be added to a future agenda and noticing those that will be affected by the name change. (1:26)

**Action:** Consensus to create a volunteer liaison position for a staff member on behalf of the City for engagement in the affected community regarding LGBTQIA+ issues and upcoming legislation. (5:51)

**Action:** Consensus to hire a consultant/negotiator agent to review the submittal of the plans from the developer and the economic incentives offered from the City and the CRA regarding the Gulfstream Hotel and provide the commission with a report outlining the cost and benefits of the project. (17:55)

**ADJOURNMENT:** (1:12:58)

The meeting adjourned at 10:14 AM.

ATTEST:

\_\_\_\_\_  
Betty Resch, Mayor

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes Approved: May 19, 2022

Item time stamps refer to the recording of the meeting which is available on YouTube.

# EXECUTIVE BRIEF WORK SESSION

**AGENDA DATE:** May 17, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Resolution No. 32-2022 – Support for Additional Traffic Calming Measures on Federal Highway

**SUMMARY:**

There have been many conversations about Federal Highway at the Commission, staff, and resident level for the past few years. Based on discussion regarding the upcoming FDOT projects at the 5/09/22 Commission Workshop, Resolution No. 32-2022 is being brought forward.

**BACKGROUND AND JUSTIFICATION:**

Last year at the September 21<sup>st</sup> Commission meeting, Public Works brought forth an agenda item for the joint funding of a Federal Highway traffic study with the Palm Beach County Transportation Planning Agency (TPA). The background for this study involved two upcoming Florida Department of Transportation (FDOT) Resurfacing Restoration & Rehabilitation (RRR) projects:

- 10<sup>th</sup> Ave South to 6<sup>th</sup> Ave North in 2024
- 6<sup>th</sup> Ave North to Arlington Rd in 2025

In previous City meetings, traffic concerns and possible calming measures have been discussed and Public Works as been adamant in requesting additional traffic calming measures on Federal Highway including:

- Addressing the inconsistent speed limit between the City's northern and southern borders
- Creation of a vertical deflection by raising the existing signalized pedestrian crosswalk adjacent to Sacred Heart School between 4<sup>th</sup> Ave North and 5<sup>th</sup> Ave North (would be one of the first on a State road)
- Creation of a vertical deflection by the addition of a raised pedestrian crosswalk east of South Grade Elementary in the vicinity of 7<sup>th</sup> Ave South to 8<sup>th</sup> Ave South OR 8<sup>th</sup> Ave South to 9<sup>th</sup> Ave South (per FDOT, creating a raised intersection at 7<sup>th</sup> Ave South is a possibility – also would be one of the first on a State road)
- Use of Rectangular Rapid-Flashing Beacons (RRFB), which the City has recently received approval to utilize from the Federal Highway Administration (letter included in backup material)

The four options mentioned above are currently in discussion on this state project. Resolution No. 32-2022 is an endorsement of the aforementioned traffic calming measures.

Resolution No. 32-2022 also directs the Public Works Director or designee to coordinate with FDOT on all upcoming roadway projects within the City limits to ensure appropriate detours are in place to best accommodate traffic flows and reduce to the extent practical negative impact on neighborhoods. This direction will help to further the coordination process with FDOT and provide localized knowledge to all detour considerations.

**DIRECTION:**

Move to approve/disapprove Resolution 32-2022 - Support for Additional Traffic Calming Measures on Federal Highway

**ATTACHMENT(S):**

Resolution No. 32-2022

**RESOLUTION NO. 32-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, IN SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION INCLUDING ADDITIONAL TRAFFIC CALMING MEASURES ON FEDERAL HIGHWAY (PROJECT NUMBER 4461731); PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES**

WHEREAS, the City of Lake Worth Beach City Commission has consistently supported projects and traffic calming methods that enhance pedestrian and bicyclist safety on highly traveled City roadways as well as within the neighborhoods; and

WHEREAS, discussion at the May 9<sup>th</sup> public City Commission Workshop illustrated unanimous support for traffic calming on the Federal Highway corridor; and

WHEREAS, City staff has worked collaboratively with the Florida Department of Transportation (FDOT) on all upcoming roadway projects within the City limits to ensure the best possible and most beneficial outcome for residents and visitors; and

WHEREAS, to further facilitate the collaboration with FDOT, the Public Works Director or designee is directed to coordinate with FDOT on all upcoming roadway projects within the City limits to ensure appropriate detours are in place to best accommodate traffic flows and reasonably reduce (to the extent possible) negative impact on neighborhoods; and

WHEREAS, FDOT has multiple upcoming projects within the City limits including project number 4461731 on Federal Highway from 10<sup>th</sup> Avenue South to 6<sup>th</sup> Avenue North; and

WHEREAS, the City desires additional traffic calming measures on Federal Highway and expresses its support for additional traffic calming measures to be included in FDOT's project number 4461731 including, but not be limited to:

1. Addressing the inconsistent speed limit between the City's northern and southern borders;
2. Creation of a vertical deflection by raising the existing signalized pedestrian crosswalk adjacent to Sacred Heart School between 4<sup>th</sup> Ave North and 5<sup>th</sup> Ave North (would be one of the first on a State road);
3. Creation of a vertical deflection by the addition of a raised pedestrian crosswalk east of South Grade Elementary in the vicinity of 7<sup>th</sup> Ave South to 8<sup>th</sup> Ave South OR 8<sup>th</sup> Ave South to 9<sup>th</sup> Ave South (or alternatively, creating a raised intersection at 7<sup>th</sup> Ave South); and,
4. Use of Rectangular Rapid-Flashing Beacons (RRFB), which the City has recently received approval to utilize from the Federal Highway Administration (letter included in backup material).

WHEREAS, the City Commission has determined that supporting the aforementioned additional traffic calming measures on Federal Highway is in the best interests of the public health, safety, and welfare and that this Resolution serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1: The foregoing recitals are incorporated into this Resolution as true and correct statements.

Section 2: The City Commission of the City of Lake Worth Beach supports FDOT's inclusion of additional traffic calming measures in FDOT project number 4461731 on Federal Highway from 10<sup>th</sup> Avenue South to 6<sup>th</sup> Avenue North.

Section 3: The Public Works Director or designee shall have the authority and responsibility to coordinate with FDOT on all upcoming roadway projects within the City limits and determine on the City's behalf the appropriate detours to best accommodate traffic flows and reasonably reduce negative impact on neighborhoods.

Section 4: Upon adoption of this Resolution, one copy shall be forwarded to the Public Works Director as well as FDOT. The fully executed original shall be maintained by the City Clerk as public record of the City.

Section 5: This Resolution shall become effective immediately upon its adoption.

The passage of this Resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the 19<sup>th</sup> day of May, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 19, 2022

**DEPARTMENT:** City Attorney

**TITLE:**

Proposed Settlement of Pending Personal Injury Litigation with Anita Murphy-Moore

**SUMMARY:**

The proposed settlement will conclude the pending litigation with Anita Murphy-Moore regarding a personal injury claim for \$125,000 in exchange for a general release of the City.

**BACKGROUND AND JUSTIFICATION:**

The proposed settlement is to conclude the pending personal injury litigation filed against the City by the Plaintiff Anita Murphy-Moore. The case arose out of a trip and fall that occurred on June 27, 2019 on a sidewalk located at 29 South H. Street in the City. The Plaintiff, Anita Murphy-Moore, was leaving the What-A-Buy store when she tripped over a severely cracked portion of sidewalk and fell. The sidewalk was repaired by the City shortly after the incident. As a result of her fall, Plaintiff claimed injury to her lower back, right hip, right toe, left ankle and right knee, with the lower back and right knee being the worst. Plaintiff ultimately underwent surgery related to her injuries and incurred medical bills totaling \$232,367.07. Future care of the Plaintiff was outlined in the case to consist of physical therapy and potential adjacent level surgeries. The City Attorney and outside counsel attended mediation with the Plaintiff's counsel, which ended at an impasse. The City's outside counsel continued to discuss settlement with Plaintiff's counsel and they have reached an agreement to settle the case for \$125,000.00 pending City Commission approval. The settlement is inclusive of attorney's fees and costs and will result in a general release of the City from the Plaintiff.

**MOTION:**

Motion to approve / disapprove Settlement of Pending Personal Injury Litigation with Anita Murphy-Moore for \$125,000 and general release of City

Attachments:

Fiscal Analysis





# CITY OF LAKE WORTH BEACH

## PROCLAMATION

**WHEREAS,** Asian American and Pacific Islander (AAPI) Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992; and

**WHEREAS,** during AAPI Heritage Month, we acknowledge Asian American and Pacific Islanders have lived and worked in the United States of America for more than 200 years, contributing to the economy, culture, education, politics, arts, literature, science and technological developments despite institutional and systemic injustices designed to prevent and limit these achievements and contributions; and

**WHEREAS,** during AAPI Heritage Month we acknowledge the additional determination, hard work, and perseverance, AAPI must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices; and **WHEREAS,** despite these contributions and leadership, the role of AAPI in U.S. history has been consistently overlooked and undervalued, in the literature, teaching and study of American history; and

**WHEREAS,** racially motivated discrimination and harassment is at a high with a national spike in hate crimes against the AAPI community, especially targeting its Muslim, South Asian, and Southeast Asian members; and

**WHEREAS,** AAPI community members have been disproportionately impacted by incidences of hate and discrimination during the COVID 19 pandemic.

**NOW, THEREFORE, I, BETTY RESCH,** Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me, do hereby proclaim:

**MAY 2022**

as

**ASIAN AMERICAN AND PACIFIC ISLANDER (AAPI) HERITAGE MONTH**

and encourage all residents to observe, recognize, and celebrate the culture, heritage and contributions of Asian American and Pacific Islanders to our country, state, and city.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 19<sup>th</sup> day of May, 2022.

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Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 19, 2022

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance 2022-06 - First Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 2 “Procedures,” adding a new Section 23.3-20 “Applicant’s Public Neighborhood Meeting and Outreach,” providing for an applicant held public neighborhood meeting and virtual outreach

**SUMMARY:**

The proposed amendment would add a new section to the Land Development Regulations (LDR) requiring a public neighborhood meeting and virtual outreach for all Planned Developments, Developments of Significant Impact, and Lake Worth Beach Community Redevelopment Agency (“CRA”) sponsored new construction projects along the City’s major thoroughfares as well as those utilizing the City’s Sustainable Bonus Incentive Program, Transfer Development Rights Program and/or Economic Investment Incentives. The subject ordinance would create a required neighborhood outreach process by applicants/developers prior to a presentation before the PZB or HRPB.

**BACKGROUND AND JUSTIFICATION:**

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to prepare an amendment to the LDRs to provide both formality and consistency to neighborhood outreach by applicants/developers with a proposed development application. Specifically, applicants/developers will be required to hold a public neighborhood meeting and provide virtual outreach to ensure City residents and business owners have knowledge of the proposed application and opportunity to comment on proposed development prior to the City’s public consideration of these applications.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed text amendment to the City Commission at the April 6, 2022 meeting\*. The Historic Resources Preservation Board (HRPB) also unanimously voted to recommend approval of the proposed text amendment to the City Commission at the April 13, 2022 meeting\*.

**MOTION:**

Move to approve/disapprove Ordinance 2022-06 on first reading and schedule the second reading/adoption on June 21, 2022.

**ATTACHMENT(S):**

Draft Ordinance 2022-06  
PZHP Staff Report

*\*Note: draft meeting minutes were not available upon publication of this staff report.*



DATE: March 30, 2022

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: April 6 & April 13, 2022

SUBJECT: **PZHP 22-03100001 (Ordinance 2022-06)**: Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 2 “Procedures,” adding a new Section 23.3-20 “Applicant’s Public Neighborhood Meeting and Outreach,” providing for an applicant held public neighborhood meeting and virtual outreach.

---

**PROPOSAL / BACKGROUND/ ANALYSIS:**

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to prepare an amendment to the LDRs to provide both formality and consistency to neighborhood outreach by applicants/developers with a proposed development application. Specifically, applicants/developers will be required to hold a public neighborhood meeting and provide virtual outreach to ensure City residents and business owners have knowledge of the proposed application and opportunity to comment on proposed development prior to the City’s public consideration of these applications. The amendment would add a new section to the City’s LDRs requiring said public neighborhood meeting and virtual outreach for all Planned Developments, Developments of Significant Impact, and Lake Worth Beach Community Redevelopment Agency (“CRA”) sponsored new construction projects along the City’s major thoroughfares as well as those utilizing the City’s Sustainable Bonus Incentive Program, Transfer Development Rights Program and/or Economic Investment Incentives.

The proposed amendments would add a new section to the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 2, Section 23.2-20 - Applicant’s Public Neighborhood Meeting and Virtual Outreach

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt PZHP 22-03100001 (Ordinance 2022-06).

**POTENTIAL MOTION:**

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZHP 22-03100001 (Ordinance 2022-06).

**Attachments**

- A. Draft Ordinance 2022-06

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 2 “ADMINISTRATION,” DIVISION 2 “PROCEDURES,” ADDING A NEW SECTION 23.2-20 “PUBLIC NEIGHBORHOOD MEETING,” PROVIDING FOR A PUBLIC NEIGHBORHOOD MEETING TO BE HELD BY THE APPLICANT FOR DEVELOPMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), 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 City has an interest in ensuring its residents and business owners have knowledge and opportunity to comment on proposed developments within the City; and

**WHEREAS**, the City desires to formalize a requirement that applicants for development hold a public neighborhood meeting to provide this opportunity to City residents and business owners who may be impacted by the proposed development; and

**WHEREAS**, the City Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA:**

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

**Section 2.** Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 2 “Procedures,” is hereby amended by adding thereto a new Section 23.2-20 “Public Neighborhood Meeting” to read as follows:

**Sec. 23.2-20. Public Neighborhood Meeting.**

- (a) A public neighborhood meeting shall be required for all Planned Developments, Developments of Significant Impact, and Lake Worth Beach Community Redevelopment Agency sponsored new construction projects along the City’s major thoroughfares as well as those utilizing the City’s Sustainable Bonus Incentive

44 Program, Transfer Development Rights Program and/or Economic Investment  
45 Incentives.

46  
47 (b) Concurrent with submittal of an application for a development, project or incentive  
48 identified in paragraph (1), but before presentation to the City's Planning and Zoning  
49 Board or the Historic Resources Preservation Board, the applicant shall hold a public  
50 neighborhood meeting, in accordance with the requirements of this section, to  
51 discuss the application for development.

52  
53 (c) Notice of the public neighborhood meeting shall be provided by the applicant and  
54 sent by regular first-class mail to all persons who, according to the most recent tax  
55 rolls, own property within 400 feet of the property proposed for development as well  
56 as to any neighborhood association whose boundaries include the proposed project.  
57 The notice shall also be posted prominently at the property to be developed as well  
58 as the City's website, the Lake Worth Beach CRA's website, if applicable, and other  
59 appropriate social media outlets and websites. The notice and an affidavit of notice  
60 affirming the notice requirements have been met shall be hand-delivered to the  
61 department for community sustainability. The notice shall be mailed, posted at the  
62 property, and hand-delivered to the City Clerk and CRA office (as applicable) for  
63 website posting at least 15 days before the public neighborhood meeting. The  
64 expense of the mailed notices and posted notice at the property and public  
65 neighborhood meeting shall be borne by the applicant.

66  
67 (d) The notice shall provide the time, date, and location of the public neighborhood  
68 meeting as well as the applicant's (or applicant's representative) contact information  
69 including at a minimum an email address and phone number . The notice must also  
70 include the following statement: "No person may rely upon any comment made by  
71 any person during the public neighborhood meeting as a representation or  
72 implication that the application will be approved or disapproved in any form by the  
73 City."

74  
75 (e) The public neighborhood meeting shall be held at a location that is accessible to the  
76 public and which will reasonably accommodate the number of persons notified of  
77 the meeting. The meeting may be in person, virtual or a combination of both.

78  
79 (f) The purpose of the public neighborhood meeting is informational only. While  
80 department of community sustainability staff and other city officials, advisory board  
81 members, and employees may attend and observe, they shall not participate and  
82 the meeting shall not be considered an official city meeting.

83  
84 (g) The procedures of the public neighborhood meeting must include the following:

85  
86 (1) The applicant shall discuss and answer questions regarding the following:

87  
88 a. The nature of the proposed development, including land use types and  
89 densities, as well as residential unit types; the placement of proposed

90 buildings and other improvements on the site; the location, type and method  
91 of maintenance of open space and public use areas; the preservation of  
92 natural features; the proposed parking areas; the internal traffic circulation  
93 system, including trails; the approximate total ground coverage of paved  
94 areas and structures; and types of water and sewage treatment systems.

- 95
- 96 b. Conformity of the proposed development with the comprehensive plan, the  
97 strategic plan, this chapter and other applicable regulations.
- 98
- 99 c. Any variances, sustainable bonuses, development rights transfers, planned  
100 development relaxation, exceptions or waivers or other incentives being  
101 requested under the LDRs for the development as of the time of the meeting.
- 102
- 103 d. Any direct and indirect public benefits associated with the project that  
104 support the requested sustainable bonuses, development rights transfers or  
105 other incentives being utilized under the LDRs for the development known  
106 at the time of the meeting.
- 107
- 108 e. Any new city revenue projections associated with the project including but  
109 not limited to ad valorem taxes and utility revenues.
- 110
- 111 f. Any provision of affordable or workforce housing including proposed unit  
112 types, estimated rental or sale parameters and projected commitment term.
- 113
- 114 g. Estimate of development schedule.

- 115
- 116 (2) The applicant shall also allow attendees to comment on the proposed  
117 development.

118

119 (h) Minutes

- 120
- 121 (1) The applicant shall provide a summary and/or minutes of the public  
122 neighborhood meeting which shall include the following:
- 123
- 124 a. Date and location of the meeting;
- 125 b. Time meeting started and time meeting ended;
- 126 c. List of attendees including appropriate contact information;
- 127 d. Topics discussed;
- 128 e. Proposed responses to topics discussed;
- 129 f. Social media postings; and
- 130 g. Project Website.
- 131
- 132 (2) Minutes from the public neighborhood meeting, taken by the applicant, shall be  
133 promptly provided to the department for community sustainability. The city shall  
134 not conduct any public hearings on the development until the meeting minutes

135 are received by the department. Copies of the minutes provided by the applicant  
136 shall be included in the back-up materials for the city's public hearing(s).  
137

138  
139 **Section 3. Severability.** If any section, subsection, sentence, clause, phrase or  
140 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
141 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
142 independent provision, and such holding shall not affect the validity of the remaining  
143 portions thereof.

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

146 **Section 5. Codification.** The sections of the ordinance may be made a part of  
147 the City's Code of Ordinances and may be re-numbered or re-lettered to accomplish such,  
148 and the word "ordinance" may be changed to "section", "division", or any other appropriate  
149 word.

150 **Section 6. Effective Date.** This ordinance shall become effective ten (10) days  
151 after its final passage.

152 The passage of this ordinance was moved by \_\_\_\_\_, seconded by  
153 Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- 154  
155 Mayor Betty Resch  
156 Vice Mayor Christopher McVoy  
157 Commissioner Sarah Malega  
158 Commissioner Kimberly Stokes  
159 Commissioner Reinaldo Diaz

160  
161 The Mayor thereupon declared this ordinance duly passed on first reading on the  
162 19th of May 2022.

163  
164 The passage of this ordinance on second reading was moved by Commissioner  
165 \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the  
166 vote was as follows:

- 167  
168 Mayor Betty Resch  
169 Vice Mayor Christopher McVoy  
170 Commissioner Sarah Malega  
171 Commissioner Kimberly Stokes  
172 Commissioner Reinaldo Diaz

173  
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The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 19, 2022

**DEPARTMENT:** City Attorney

**TITLE:**

Ordinance No. 2022-10 – Second Reading – Notice Requirements for Rental Increases and Termination of Monthly Non-Residential Tenancies Without a Specific Duration

**SUMMARY:**

The proposed Ordinance will add two (2) provisions to the City's code to require a 180-day written notice of an increase in rental rates that exceeds five percent (5%) and the termination of monthly non-residential tenancies without a specific duration.

**BACKGROUND AND JUSTIFICATION:**

Over the past year, the City Commission has witnessed and heard of substantial and steady increases in non-residential rental rates within the City. When there is no lease, section 83.03, Florida Statutes, provides that the non-residential landlord must provide at least a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 45-day notice to a tenant renting quarter-to-quarter, and a 3 month notice to a tenant renting year-to-year. This means that non-residential tenants renting on a month-to-month basis without a lease could be evicted after receiving only 15 days written notice of a rental rate increase and/or termination of their tenancy. The Commission has been searching for ways to assist rental tenants, and Ordinance No. 2022-10 seeks to assist non-residential rental tenants in the City in two ways:

First, due to the above-average increases in rental rates, Ordinance No. 2022-10 will require non-residential landlords in the City to give 180 days prior written notice to all non-residential tenants with a set lease term, or a monthly tenancy without a specific duration, of a proposed rental rate increase that exceeds five percent (5%). This ensures that tenants with a set lease term and monthly tenants without a set lease term or duration are given fair notice (180 days) of any potential rent increase before the rental increase commences. Currently, there is no law that requires such notice.

Secondly, due to concerns with availability of rentals and above-average increases in rental rates, Ordinance No. 2022-10 will require non-residential landlords in the City to give 180 days prior written notice of termination to all non-residential tenants without a specific duration in which the rent is payable on a monthly basis. The notice will need to be provided prior to the end of any monthly period. Currently, section 83.03(3), Florida Statutes, only requires 15 days prior notice before a month-to-month tenancy without a set duration may be terminated.

The ordinance was approved unanimously at the May 3, 2022 regular meeting.

**MOTION:**

Move to approve / disapprove Ordinance No. 2022-10 – Notice Requirements for Rental Increases and Termination of Monthly Non-Residential Tenancies Without a Specific Duration.

**ATTACHMENTS:**

Ordinance No. 2022-10

**ORDINANCE 10 – 2022 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 20, “CIVIL RIGHTS,” ARTICLE IV, “LANDLORD TENANT NOTICE REQUIREMENTS,” BY ADOPTING SECTION 20-22 “NOTICE OF TERMINATION OF MONTHLY NON-RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-23 “WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR ALL NON-RESIDENTIAL TENANCIES,” TO REQUIRE 60-DAYS’ WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach, Florida (“City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, like other cities in South Florida, over the past year, the City has witnessed a significant and steady increase in non-residential (i.e., commercial) rental rates being paid by commercial tenants; and

**WHEREAS**, the Mayor and Commissioners have personally heard from members of the public regarding above-average increases in commercial rental rates within the City and Palm Beach County; and

**WHEREAS**, according to commercial real estate market year-end data for Palm Beach County for 2021 and the first quarter of 2022, vacancy rates continue to drop and the price per square foot continues to rise; and

**WHEREAS**, the City has very limited options to assist commercial renters with unreasonable increases in rent; and

**WHEREAS**, Part I of Chapter 83, Florida Statutes, applies to the rental of non-residential tenancies and sets forth the rights and duties of landlords and tenants; and

**WHEREAS**, Part I of Chapter 83, Florida Statutes, does not provide specific notification requirements for landlords seeking to increase rental rates; and

**WHEREAS**, although some lease agreements contain provisions regarding increase in rental rates, a landlord generally may not raise rent during the term of a lease; and

**WHEREAS**, normally, unless rate increases are addressed in the lease, a landlord will have to wait until the end of the term of the lease or tenancy to raise the rental rate

and, while not required, generally the notice of such increase is provided in accordance with the termination notice set forth in the lease or set forth by law; and

**WHEREAS**, with respect to notices of termination of tenancy, when there is no lease, section 83.03, Florida Statutes, provides that the landlord must provide at least a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 45-day notice to a tenant renting quarter-to-quarter, and a 3 month notice to a tenant renting year-to-year; and

**WHEREAS**, this means tenants renting on a month-to-month basis without a lease could be evicted after receiving only 15 days written notice of a rental rate increase and/or termination of their non-residential tenancy; and

**WHEREAS**, according to the Florida Attorney General opinion No. 94-41 (May 5, 1994) and the case law cited therein, the Florida Legislature has not preempted local governments from enacting ordinances that enlarge the notification period for month-to-month residential tenancies without a specific duration pursuant to section 83.57, Florida Statutes; and

**WHEREAS**, the Florida Attorney General concluded that such enlargement of the notification period by ordinance would be supplemental to section 83.57, Florida Statutes, and compliance with such ordinance is possible without violating section 83.57, Florida Statutes; and

**WHEREAS**, the same arguments set forth in this Florida Attorney General opinion are, arguably, applicable to month-to-month non-residential tenancies without a specific duration as set forth in section 83.03, Florida Statutes; and

**WHEREAS**, the City desires to assist commercial and other non-residential tenants faced with unreasonable rental rate increases, including those tenants who may only receive 15 days written notice prior to eviction for the same; and

**WHEREAS**, with the current lack of vacant non-residential rentals and increases in rents, 15 days written notice is insufficient time for such a tenant to find a new affordable location to move a business to or means to pay an increase in rent in excess of five percent (5%); and

**WHEREAS**, requiring landlords to provide 180-days written notice before the rent can be increased more than five percent (5%) and before a tenant can be forced to leave in a month-to-month tenancy without a lease is a reasonable time period given the current market conditions; and

**WHEREAS**, the City, in response to the Florida Attorney General's opinion 94-41, desires to enact this Ordinance requiring 180 days written notification to be given by all City of Lake Worth Beach non-residential landlords to their tenants with a lease or a monthly tenancy without a specific duration prior to increasing the tenants' rental rates above five percent (5%) and prior to terminating a tenancy if the tenancy is monthly without a specific duration; and

**WHEREAS**, the City Commission has reviewed the recommended amendments to Chapter 20 and has determined that they serve a valid public purpose and are in the best interest of the public health, safety and general welfare of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA** that:

**Section 1.** Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct and as the specific findings of the City of Lake Worth Beach City Commission.

**Section 2.** Amendment. Chapter 20, entitled “Civil Rights,” is hereby amended at Article IV, “Landlord Tenant Notice Requirements,” to read as follows:

**Sec. 20-22. – Required fair written notice of termination of monthly non-residential tenancy without specific duration.**

A non-residential tenancy without a specific duration (as defined in subsection 83.03(2), Florida Statutes) in which the rent is payable on a month to month basis may be terminated by either the landlord or tenant by giving not less than 180 days written notice prior to the end of any monthly period.

**Sec. 20-23. – Required fair written notice of rental payment increases for non-residential tenancies.**

A non-residential landlord that proposes to increase the current rental rate by more than five percent (5%) at the end of a lease for a specific duration, or during a tenancy without a specific duration (as defined in subsection 83.03(2), Florida Statutes) in which the rent is payable on a month to month basis, must provide 180 days written notice to the tenant before the tenant must either:

- (1) Accept the proposed amendment;
- (2) Reach an acceptable compromise; or,
- (3) Reject the proposed amendment to their tenancy.

If the required 180 days written notice has been provided and the tenant has not agreed to the proposed amendment or an acceptable compromise, the landlord may impose the proposed amended term(s) or require the tenant(s) to vacate the premises.

**Section 3.** Except for the notice provisions set forth above in sections 20-22 and 20-23, all other provisions set forth in Chapter 83, Part I, Florida Statutes, as may be amended from time to time, shall govern non-residential tenancies.

**Section 4.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 5.** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** Codification. The sections of this Ordinance may be made a part of the City’s Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

**Section 7.** Effective Date. This Ordinance shall take effect immediately after its adoption.

The passage of this Ordinance was moved by Vice Mayor McVoy, seconded by Commissioner Malega, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Christopher McVoy	AYE
Commissioner Sarah Malega	AYE
Commissioner Kim Stokes	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 3<sup>rd</sup> of May, 2022.

The passage of this ordinance on second reading was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kim Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the 19<sup>th</sup> day of May, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 19, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Resolution No. 23-2022 - changing the name of “Ocean Breeze” to “South Ocean Breeze” from Lake Ave to 5<sup>th</sup> Ave South

**SUMMARY:**

Resolution 23-2022 will officially change the name of “Ocean Breeze” to “South Ocean Breeze” from Lake Ave to 5<sup>th</sup> Ave South

**BACKGROUND AND JUSTIFICATION:**

In May of 2019, a resolution was passed effectively changing the name of North O Street to North Ocean Breeze between Lake Ave and Wellesley Drive. The request was made by the residents of North O Street and subsequently passed by City Commission Resolution 17-2019. Currently, the street “Ocean Breeze” between Lake Ave and 5<sup>th</sup> Ave South is causing confusion for package carriers, delivery drivers and public safety vehicles. The “North” prefix is not being considered by drivers and therefore causing issues amongst the residents of Ocean Breeze. This Resolution is to officially adopt the name change of “Ocean Breeze” to “South Ocean Breeze”.

**MOTION:**

Move to approve/disapprove Resolution 23-2022 changing the name of “Ocean Breeze” to “South Ocean Breeze” from Lake Ave to 5<sup>th</sup> Ave South.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 23-2022



**RESOLUTION NO. 23-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, TO OFFICIALLY CHANGE THE NAME OF “OCEANBREEZE”, A PUBLIC RIGHT-OF-WAY TO “SOUTH OCEANBREEZE” BETWEEN LAKE AVENUE AND 5<sup>TH</sup> AVENUE SOUTH, AS MORE SPECIFICALLY DESCRIBED HEREIN; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE**

WHEREAS, under Section 19-12 of the City of Lake Worth Beach Code of Ordinances, the names of City streets may be changed from time to time as deemed necessary by the City Commission through an adopted Resolution; and

WHEREAS, on April 16, 2019, the City of Lake Worth Beach adopted Resolution No. 14-2019, adopting the City of Lake Worth Beach Addressing and Street Naming Policy in order to address the issues that arise with changing street names and addresses; and

WHEREAS, on May 7, 2019, the City of Lake Worth Beach adopted Resolution No. 17-2019, changing the name of “North O Street” to “North OceanBreeze” between Lake Avenue and Wellesley Drive; and

WHEREAS, the names “North OceanBreeze” and “OceanBreeze” are causing confusion for first responders and postal carriers; and

WHEREAS, it is consistent with the adopted Addressing and Street Naming Policy to change the name of “OceanBreeze” to “South OceanBreeze” to clarify the confusion; and

WHEREAS, in accordance with the adopted Addressing and Street Naming Policy, the City has notified all impacted property owners and residents of the proposed action of the City Commission to change the name of their street.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Lake Worth Beach, Florida, hereby declares the name of the street currently known as “OceanBreeze” to “South OceanBreeze” from Lake Avenue to 5<sup>th</sup> Avenue South, as shown on **Exhibit “A”**.

Section 3. The City Clerk is directed to record a copy of this Resolution, upon its passage, along with **Exhibit “A”**, in the Official Record in and for Palm Beach County, Florida.

Resolution No. 23-2022

Section 4. This Resolution shall take effect upon adoption.

The passage of this Resolution was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch  
Vice Mayor Christopher McVoy  
Commissioner Sarah Malega  
Commissioner Kimberly Stokes  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this Resolution duly passed and adopted on the 19<sup>th</sup> day of May, 2022.

LAKE WORTH BEACH CITY COMMISSION

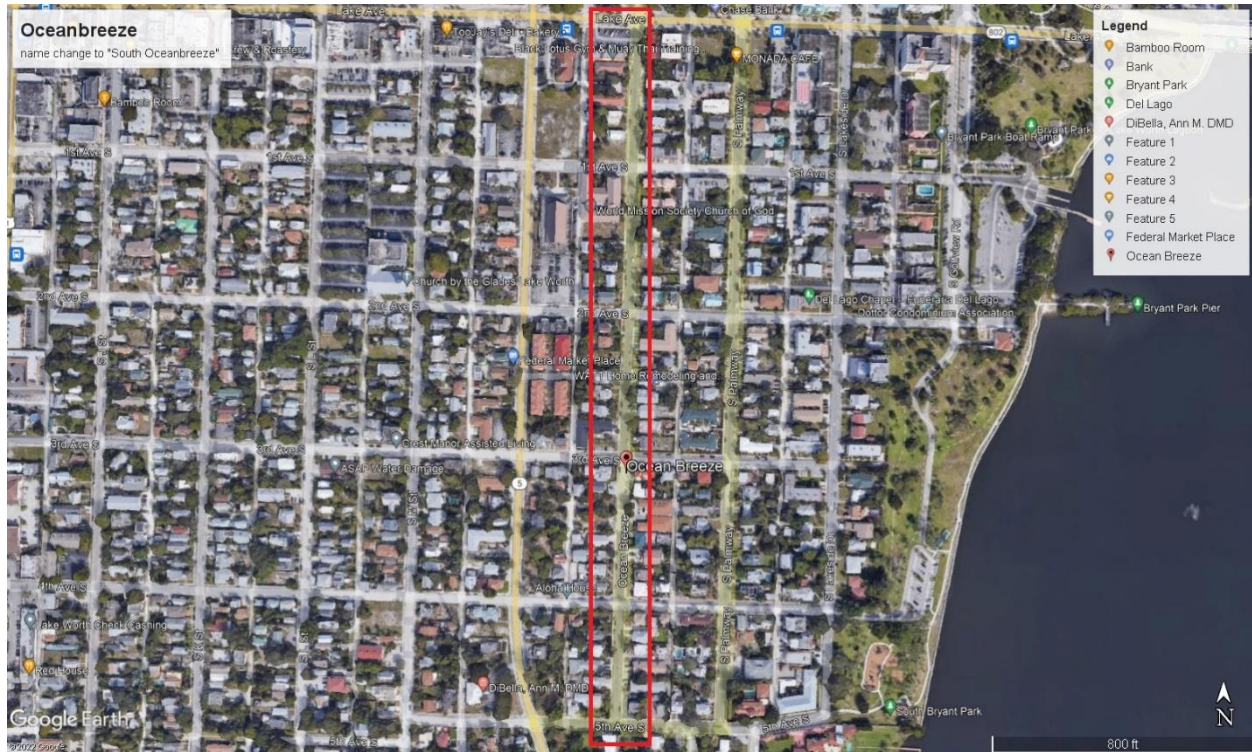
By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

### EXHIBIT "A"

Map showing the location of OceanBreeze subject to the proposed name change to South OceanBreeze.



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 17<sup>th</sup> 2022

**DEPARTMENT:** PublicWorks/LeisureServices

**TITLE:**

Construction Agreement with Ahrens Companies

**SUMMARY:**

The Agreement with Ahrens Companies authorizes the contractor to construct structural pavilion improvements at Harold Grimes Memorial Field at a cost not to exceed \$ 256,777.00.

**BACKGROUND AND JUSTIFICATION:**

The City identified major structural improvements that were necessary to bring the pavilion at Harold Grimes Memorial Field to an improved, safe and functional structural standard. The City applied for Community Development Block Grant (CDBG) funding last year (2021) for the Fiscal Year 2022 grant cycle. The City was successful in receiving the grant allocation from the Palm Beach County Department of Housing and Urban Development.

Harold Grimes Memorial Field is located in District 1. It currently serves as a complex for the multi-use athletic field and public pavilion. The proposed Grant Project will rehabilitate the existing pavilion and meet current building codes. The project duration is one hundred fifty (150) calendar days for completion.

The City advertised and accepted bids via the public procurement process and on April 20, 2022 received a total of one (1) bid from a qualified and experienced contractor. Staff from Public Works and Financial Services reviewed the bid and determined that Ahrens Companies met the requirements of a responsive and responsible bidder. The Agreement with Ahrens Companies is at a cost not to exceed \$256,777.00 and is being fully funded by CDBG grant funds.

**MOTION:**

Move to approve/disapprove the Agreement with Ahrens Companies for the Harold Grimes Memorial Field Pavilion Improvements Project.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Construction Agreement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	256,777	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>256,777</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
301-8060-572-63-63	Public Works	Administration	Improve other than build	GV2201	266,500	255,600	NA	255,600	0
TBD								1,177	



**City of Lake Worth Beach**  
**IFB 22-105 City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project**

**Bid Tab**

Bidder:

**AHRENS ENTERPRISES, INC DBA AHRENS COMPANY**

ITEM #	DESCRIPTION	Units	Qty	Unit Cost	Total
<b>GENERAL REQUIREMENTS</b>					
1	SITE MOBILIZATION / GENERAL REQUIRMENTS	1	LS	\$ 12,772.00	\$12,772.00
2	EROSION CONTROL	1	LS	\$ 920.00	\$920.00
3	PROTECTION OF SITE / SAFETY FENCING	1	LS	\$ 3,763.00	\$3,763.00
<b>DEMOLITION</b>					
4	DEMOLITION AND HAULOFF EXISTING PAVILION ROOF, PURLINS, AND RUSTED COMPONENTS	1	LS	\$ 13,892.00	\$13,892.00
<b>IMPROVEMENTS</b>					
5	COLUMN BASE REPAIRS PER DETAIL	10	EA	\$ 541.00	\$5,410.00
6	CLEAN AND BLAST ALL EXISTING STRUCTURAL FRAMING AND APPLY COATING PER SPECS	1	LS	\$ 17,640.00	\$17,640.00
7	SIGNED/SEALED ENGINEERING ROOF AND PURLIN DESIGN DRAWINGS PER METAL BUILDING MANUFACTURERS SPECIFICATIONS	1	LS	\$ 13,803.00	\$13,803.00
8	FURNISH AND INSTALL NEW ROOF SYSTEM PER SPECS	1	LS	\$ 132,292.00	\$132,292.00
9	COAT EXISTING SLAB WITH EPOXY SLIP RESISTANT COATING	3750	SF	\$ 1.88	\$7,050.00
10	BAHIA SODDING	500	SY	\$ 8.47	\$4,235.00
	PERMIT FEE ALLOWANCE				\$20,000.00
	CONTINGENCY				\$25,000.00
	<b>Total*:</b>				<b>\$256,777.00</b>
	* Bidder submittal was adjusted based on unit price submittal. Bidder included additional item 10A on his bid, this additional item was excluded from bid tab as it was not required in solicitation documents.				
	Bid Form 00300-1 - 00300-4				submitted
	Unit Price Schedule Bid Form 00300-5				submitted
	Trench Safety Affidavit Bid Form 00300-6				submitted
	Schedule of Major Subcontractors 00300-7				submitted
	Schedule of Major Equipment & Materials 00300-8				submitted
	Sworn Statement Under Section 287.133(3)(a), FS, On Public Entity Crimes 00300-09 - 00300-10				submitted
	Drug Free Certification 00300-11				submitted
	Bid Bond				submitted
	Bidders Qualification Questionnaire 00310-1 -00310-5				submitted
	Campaign Contribution Statement 00850				submitted
	Scrutinized Companies Certification Form 00851				submitted
	Non-collusion Affidavit of Prime Bidder				submitted
	Anti-kickback Affidavit				submitted
	Certification of Eligibility of General Contractor				submitted
	Certification of Non-segregated Facilities				submitted
	Workforce Projection				submitted
	Bid Compliance				COMPLIANT

**CITY OF LAKE WORTH BEACH, FLORIDA**



**CITY OF LAKE WORTH BEACH**

**IFB #22-105**

**Harold Grimes Memorial Park  
Improvement Project**

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**March 2022**

**CITY OF LAKE WORTH BEACH  
PUBLIC WORKS DEPARTMENT  
1749 3rd Avenue South  
Lake Worth, FL 33460**

**City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
IFB #22-105**

**00500  
AGREEMENT**

THIS AGREEMENT is dated and will be effective on the 2 day of MAY in the year 2022, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Ahrens Enterprises, Inc. dba AHRENS Companies** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project IFB#22-105, and all else necessary for a complete and functional project that meet or exceeds all requirements of the City of Lake Worth Beach Public Works Department.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project.

This Agreement may be funded, in whole or in part, by the Federal funds. Contractor therefore agrees that any work performed pursuant to this agreement will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

**ARTICLE 2. ENGINEER**

The Project has been designed by Alan Gerwig & Associates, Inc. 12798 Forest Hill Blvd, Suite 201, Wellington, FL 33414, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME.**

3.1 The Work will be substantially completed within 120 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 150 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.3 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in**



accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred and 00/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

#### ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

A. For all Work other than Unit Price Work, a lump sum of: \$ \_\_\_\_\_ n/a \_\_\_\_\_.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

**TOTAL OF ALL UNIT PRICES: Two Hundred Fifty Six Thousand Seven Hundred Seventy Seven (\$256,777.00)**

which is based on the unit price(s) in the Bid Form Unit Price Schedule.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10<sup>th</sup> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the

aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

100% of Work completed.

100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 98% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, and settlement of all claims, including liquidated damages, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

#### **ARTICLE 6. INTEREST.**

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

## **ARTICLE 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement consisting of 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (22 pages,);
- b. Contractor's Bid (page 00300-1 to 300-11, inclusive);
- c. Permits (pages \_\_\_\_ to \_\_\_\_, inclusive);
- d. Other: \_\_\_\_\_

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Palm Beach County Department of Housing & Economic Development Requirements for Federally Funded Projects Documentation consisting of 72 pages

8.8 Bid documents as listed in the table of contents of the Project Manual.

8.9 Project Specifications consisting of 22 pages.

8.10 Drawings not attached hereto but are listed in Specifications.

8.11 Addenda numbers 1, inclusive.

8.12 Contractor's Bid consisting of 83 page.

8.13 Documentation submitted by Contractor prior to Notice of Award.

8.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.15 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.16 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

*Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the

following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

#### **ARTICLE 9. MISCELLANEOUS.**

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *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 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records required by the Owner to perform the service.
- b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.

- d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify.* Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORS (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;

b. Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;

d. Comply fully, and ensure all CONTRACTORS comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.



9.21 *Scrutinized Companies.* CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

- a) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- d) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.
- e) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated Contracting prohibitions then they shall become inoperative.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

By: Richard C. Ahrens  
Print Name: RICHARD C. AHRENS  
Title: CEO/PRESIDENT

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 2 day of MAY 2022, by RICHARD C. AHRENS, as the CEO/PRESIDENT [title] of AHRENS ENTERPRISES INC [vendor's name], a FLORIDA - GC [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary 

Bonnie S. Daniels  
Notary Public Signature

**00501  
OPINION OF ATTORNEY**

This is to certify that I have examined the attached Contract Documents, that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond are in due and proper form.

\_\_\_\_\_  
Attorney for Owner

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
IFB #22-105**

**00020  
INVITATION TO BID**

The City of Lake Worth Beach is soliciting bids from responsible and experienced contractors for the improvement of the Harold Grimes Memorial Park Pavilion located at 520 Sunrise Court, Lake Worth Beach FL 33460.

**This Invitation for Bid (IFB) may be downloaded at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or [www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov).** All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity. Copies of this IFB may also be acquired by contacting [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov).

Time is of the essence and any bid received after **3:00 PM, April 20, 2022** whether by mail or otherwise shall be rejected by the City. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bids shall be placed in a sealed envelope, marked with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for ensuring that their bid is stamped by office personnel by the deadline indicated.

All persons or entities responding to the IFB (hereafter “Bidders”) are responsible for ensuring that their bid is received by the City at its’ designated office address by the deadline indicated in the IFB. The City will in no way be responsible for delays caused by any occurrence. Bids shall not be submitted and will not be accepted in by e-mail, telephone, telegram, facsimile or any other City’s address except as notified below. The time of receipt shall be determined by the time clock in Financial Services Department.

**A Non-Mandatory Pre-Bid meeting is scheduled for March 29, 2022 at 1:00 p.m. at Harold Grimes Memorial Park Pavilion located at 520 Sunrise Court, Lake Worth Beach FL 33460.**

**A Site Visit / Inspection will be held shortly after the conclusion of the Pre-Bid Meeting. The City will not answer any question at the visit.** Bidders can submit their questions following the solicitation protocol after their visit.

**All bids must be mailed or delivered to:**

**City of Lake Worth Beach, City Hall  
Financial Services – Procurement Division  
7 North Dixie Hwy. 2<sup>nd</sup> floor  
Lake Worth Beach, FL 33460**

**SUBJECT LINE MUST BE IDENTIFIED AS IFB # 22-105 City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project.**

Any subsequent contract executed as a result of this IFB may be funded, in whole or in part, by the Federal funds. Bidders therefore agree that any work performed pursuant to this IFB and resulting contract will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

This project is funded by a HUD Community Development Block Grant (CDBG) via the PBC Department of Housing & Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. PBC requires the use of an online Labor Compliance Reporting System for all contractors and sub-contractors. This is a Section project and all Section 3 requirements will apply. Section 3 businesses are encouraged to bid.

All questions must be in writing submitted on [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) before **April 5, 2022** at 4 p.m.

Bids must be accompanied by a copy of Bid Security in the form of a certified or bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form. Bidder must be able to deliver original Bid Bond immediately after the bid opening if requested by the City.

No Bid may be withdrawn for a period of 120 days after the scheduled closing date for the receipt of bids except as otherwise provided in Article 13 of the Instructions to Bidders.

The successful Bidder, who is awarded the Contract, shall be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond which meet the requirements of section 255.05, Florida Statutes.

The OWNER reserves the right to reject any or all Bids, to waive all nonmaterial irregularities, to re-advertise, and to cancel any invitation to bid when it is in the best interests of the City.

PUBLISHED: March 20, 2022 – Palm Beach Post & City Website

**00100  
INSTRUCTIONS TO BIDDERS**

**1. DEFINED TERMS.**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EDCJC C-700, 2013 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**2. COPIES OF BIDDING DOCUMENTS.**

2.1. Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from **[lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net)** or **[www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov)**.

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**3. QUALIFICATIONS OF BIDDERS.**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be reasonably specifically requested by Owner or otherwise required in Contract Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located.

**4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to Division 1: General Requirements of the Specifications for the identification of:

4.2.1. those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.2. those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.3. Copies of such reports and drawings (referred to above), if not attached to the Specifications or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically referenced in Division 1: General Requirements as technical data that can be relied on.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 5.03 and 5.05 of the General Conditions.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **5. INTERPRETATIONS AND ADDENDA.**

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the bid on **[lakeworthbeachfl.bidsandtenders.net](mailto:lakeworthbeachfl.bidsandtenders.net)** or by e-mail to **[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)**. Interpretations or clarifications considered necessary by the Owner or Engineer in response to such questions will be issued by Addenda. Questions received after **April 5, 2022 at 4 PM** may not be answered. Only questions answered by formal written Addenda will be binding. Questions or requests for clarification directed to any member of the City staff or Engineer may be grounds for rejection of the bid as being irregular. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## **6. BID SECURITY.**

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained by the Owner until such Bidder has delivered all of the following documents to the Owner:

6.2.1 All required certificates or proof of insurance;

6.2.2 The fully executed Agreement contained in the Contract Documents; and,

6.2.3 The fully executed Public Construction Bond (if required) along with a certified copy of the Public Construction Bond as recorded in the Official Records of Palm Beach County, Florida.

Upon receipt of all of the foregoing documents, the Bid security will be returned to the Successful Bidder. The required certificates or proof of insurance and the fully executed Agreement must be delivered by the Successful Bidder within fifteen days after the Successful Bidder's receipt of the Agreement from the Owner. The Public Construction Bond and certified copy of the same must be delivered to the Owner by the Successful Bidder no later than fifteen (15) days after the Owner approves and executes the Agreement contained in the Contract Documents (as previously executed and delivered by the Successful Bidder).

If the Successful Bidder fails to deliver all of the above documentation to the Owner in the timeframes stated above, the Owner may annul the Notice of Award and/or may immediately terminate the Agreement upon written notice to the Successful Bidder and the Bid security will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 120th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

## **7. CONTRACT TIME.**

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and final completion within the times designated in the Bid.

## **8. LIQUIDATED DAMAGES.**

Provisions for liquidated damages, if any, are set forth in the Agreement.

## **9. SUBSTITUTE OR "OR-EQUAL" ITEMS.**

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. A substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 7 of the General Conditions and may be supplemented in Division 1: General Requirements.

## **10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

10.1. If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish



the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

10.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## **11. BID FORM.**

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the issuing office.

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that he or she has received all Addenda issued before Bids are opened.

11.7. The address and telephone number for communications regarding the Bid must be shown.

## **12. SUBMISSION OF BIDS.**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. Bids shall not be submitted and will not be accepted in by e-mail, telephone, telegram, facsimile or any other City's address except as notified below. The time of receipt shall be determined by the time clock in Financial Services Department.

**All bids must be mailed or delivered by April 20, 2022 at 3 p.m. to:**

**City of Lake Worth Beach, City Hall  
Financial Services Office - Procurement  
7 North Dixie Hwy. 2<sup>nd</sup> floor  
Lake Worth Beach, FL 33460**

**SUBJECT LINE MUST BE IDENTIFIED AS IFB # 22- 105 City of Lake Worth Beach Harold  
Grimes Memorial Park Improvement Project.**

### **13. MODIFICATION AND WITHDRAWAL OF BIDS.**

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

### **14. OPENING OF BIDS.**

Bids will be opened publicly immediately after the bid receipt at **the City Hall, 7 N Dixie Ave, Lake Worth Beach, FL 33460** and as indicated in the Invitation to Bid.

14.1. When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. If applicable, the bid will be opened in accordance with sec. 255.0518, Florida Statutes.

### **15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.**

All bids will remain subject to acceptance for 120 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

### **16. AWARD OF CONTRACT.**

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make and award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major

items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. No bid shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the day of the Bid opening.

16.7. When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

16.8. Any subsequent contract executed as a result of this IFB may be funded, in whole or in part, by the Federal funds. Bidders therefore agree that any work performed pursuant to this IFB and resulting contract will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

## **17. CONTRACT SECURITY.**

Paragraph 6.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

## **18. SIGNING OF AGREEMENT.**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

## **19. DISQUALIFICATION OF BIDDER**

19.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.

- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.

## **20. LICENSES, PERMITS, AND CERTIFICATION**

20.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

20.2 A business tax receipt obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth Beach.

20.3 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

## **21. PREPARATION EXPENSE**

21.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

## **22. NON-COLLUSION**

22.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

## **23. CODE OF ETHICS**

23.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

## **24. CONFLICT OF INTEREST**

24.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB. FAILURE TO INCLUDE THE CAMPAIGN CONTRIBUTION STATEMENT WILL CAUSE YOUR BID TO BE REJECTED.

## **25. DRUG FREE WORKPLACE PROGRAMS**

25.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

## **26. LEGAL REQUIREMENTS**

26.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

## **27. PUBLIC ENTITY CRIMES**

27.1 By submitting a bid, each bidder acknowledges and agrees that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### **27.2 SCRUTINIZED COMPANIES**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## **28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

28.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

## **29. NON-APPROPRIATIONS**

29.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

## **30. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP**

30.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

30.2 Contractor shall comply with Florida's Public Records Laws, and, if applicable, specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

### **31. E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORS (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;
- b) Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c) Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d) Comply fully, and ensure all CONTRACTORS comply fully, with Section 448.095, Florida Statutes;
- e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

END OF SECTION

INSTRUCTIONS TO BIDDERS

00100-9

**CITY OF LAKE WORTH BEACH**  
**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. \_\_\_\_\_

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

Name:  
Principal Business Address:  
  
Telephone Number:

**SURETY:**

Name:  
Principal Business Address  
  
Telephone Number:

**OWNER:**

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
(561) 586-1600

**CONTRACT:**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. \_\_\_\_\_ with the City for the project titled “\_\_\_\_\_” (the “Contract”), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the “Contract Documents”) is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.



Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Print Name

(Corporate Seal)

**SECTION 00630  
NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES**

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to “Sunshine State One-Call of Florida, Inc.” the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(name of Contractor)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

END OF SECTION

**00670**  
**CONTRACTOR'S AFFIDAVIT TO OWNER**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership or Individual) of \_\_\_\_\_ (State), doing business as \_\_\_\_\_ (Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with \_\_\_\_\_ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of \_\_\_\_\_, located at \_\_\_\_\_ County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR

AMOUNT DUE AND UNPAID

\$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.  
Signed and sealed in the presence of:

\_\_\_\_\_  
(ENTITY)

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

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_ [vendor's name], a \_\_\_\_\_ [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:

**00680**  
**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

**Project: IFB #22-105 City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project**

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ _____
Work performed from _____	(date) to _____ (date)
Total Material Suitably Stored - see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less _____ % Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____
<hr/>	
Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	\$ _____

**Contractor's Certification:**

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Contractor and Mailing Address

By \_\_\_\_\_  
 (Name and Title)

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_ [vendor's name], a \_\_\_\_\_ [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
 Notary Public Signature

Notary Seal:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Alan Gerwig & Associates, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 (Name) (Title)

Date: \_\_\_\_\_

CITY OF LAKE WORTH BEACH  
 By \_\_\_\_\_  
 (Name) (Title)

00681

**SCHEDULE OF VALUES AND WORK COMPLETED**

**PROJECT TITLE:** City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
IFB #22-105

CONTRACTOR \_\_\_\_\_  
FOR PERIOD BEGINNING \_\_\_\_\_ ENDING \_\_\_\_\_  
TO ACCOMPANY APPLICATION NO. \_\_\_\_\_

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	\$		\$		\$
NOTE: CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS					
SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.					
			Total (Original Contract)		\$ _____
C.O. No. 1					
C.O. No. 1	NOTE: CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.				

TOTAL WORK TO DATE \$ \_\_\_\_\_

MATERIALS SUITABLY STORED

NOTE: CONTRACTOR TO ITEMIZE AND ATTACH APPROPRIATE INVOICES

TOTAL MATERIAL SUITABLY STORED \$ \_\_\_\_\_

Accompanying Documentation (Contractor to itemize):

WWW.AHRENSCOMPANIES.COM

1461 KINETIC ROAD, LAKE PARK, FL 33403 | 561-863-9004 | INFO@AHRENSCOMPANIES.COM



**CITY OF LAKE WORTH BEACH  
HAROLD GRIMES MEMORIAL PARK IMPROVEMENT  
PROJECT  
ITB #22-105**

ORIGINAL



**Due Date & Time: April 20, 2022 at 3:00PM**

City of Lake Worth Beach, City Hall

Financial Services – Procurement Division, 7 North Dixie Hwy, 2<sup>nd</sup> Floor, Lake Worth Beach, FL 33460

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  - Certificate of Insurance
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  - Richard C. Ahrens - Florida Builder's License & Resume
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  - Letters of Recommendation

**Bids shall be submitted to:**

**City of Lake Worth Beach, City Hall  
Financial Services Office - Procurement  
7 North Dixie Hwy. 2<sup>nd</sup> floor  
Lake Worth Beach, FL 33460**

**BIDDER:** Ahrens Enterprises, Inc. dba AHRENS Companies

**PROJECT:** **City of Lake Worth Beach Harold Grimes Memorial Park  
Improvement Project IFB #22-105**

**DATE:** April 20, 2022  
(Bid Submitted on)

**00300  
BID FORM**

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
April 6, 2022	1

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 5.03 of the Supplementary Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
  - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the



site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions, as amended by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300-5):

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

will be substantially complete within 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment within 150 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of Performance and Payment Bond.
- (b) Unit Price Schedule (Page(s) 00300-5).
- (c) Trench Safety Affidavit (Page(s) 00300-6).

- (d) Schedule of Subcontractors (Page(s) 00300-7).
- (e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-8).
- (f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Page(s) 00300-9 and 00300-10).
- (g) Certification of Drug Free Workplace Program (Page(s) 00300-11).
- (h) Bidders Qualification Questionnaire (Page(s) 00310-1 thru 00310-5).
- (i) Campaign Contribution Statement (Page(s) 00850-1 and 00850-2).
- (j) Scrutinized Companies Certification Form (Page(s) 00851-1).
- (k) Federal Documents to be Submitted:
- Non-collusion Affidavit of Prime Bidder
  - Anti-kickback Affidavit
  - Certification of Eligibility of General Contractor
  - Certification of Non-segregated Facilities
  - Workforce Projection
- (l) (List other documents as pertinent):

9. Communications & questions concerning this Bid shall be submitted **lakeworthbeachfl.bidsandtenders.net** or **purchasing1@lakeworthbeachfl.gov**.

The phone number and address of BIDDER indicated below.

Contractor Address: 1461 Kinetic Road, Lake Park FL. 33403

Contractor Phone Number: 561-839-2830

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. BIDDER's Florida Contractor's License No. CBC006515 / CGC025760
12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.
13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this IFB and that all information provided in the Bid is true and correct in all respects.

14. If BIDDER is:

An Individual

By \_\_\_\_\_ (Individual's Name) (SEAL)

doing business as \_\_\_\_\_ (Signature)

Business address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (Firm Name) (SEAL)

(General Partner) \_\_\_\_\_ (Signature)

Business address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

A Corporation

By Ahrens Enterprises, Inc. dba AHRENS Companies (SEAL)

Florida (Corporation Name)  
\_\_\_\_\_  
(State of Incorporation)

By Richard C. Ahrens (Name of Person Authorized to Sign)

CEO / President (Title)

\_\_\_\_\_  
(Signature)

(Corporate Seal)

Attest Richard C. Ahrens (Secretary)

Business address: 1461 Kinetic Road (Signature)

Lake Park FL. 33403

Phone No. : 561-839-2820

**City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project**  
**IFB #22-105**

**UNIT PRICE SCHEDULE**

All bid items shall include prices for furnishing, to the City, all materials, equipment, supplies, and all costs incurred in providing all work shown on the plans and specifications for City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project. Said costs shall be complete and inclusive of all labor, permits, inspection, taxes, bond(s), insurance, miscellaneous costs, record drawings, warranty, overhead and profit.

		UNITS	TYPE	UNIT COST	TOTAL
<b>GENERAL REQUIREMENTS</b>					
1	SITE MOBILIZATION / GENERAL REQUIRMENTS	1	LS	12,772.00	12,772.00
2	EROSION CONTROL	1	LS	920.00	920.00
3	PROTECTION OF SITE / SAFETY FENCING	1	LS	3,763.00	3,763.00
<b>DEMOLITION</b>					
4	DEMOLITION AND HAULOFF EXISTING PAVILION ROOF, PURLINS, AND RUSTED COMPONENTS	1	LS	13,892.00	13,892.00
<b>IMPROVEMENTS</b>					
5	COLUMN BASE REPAIRS PER DETAIL	10	EA	541.00	5,410.00
6	CLEAN AND BLAST ALL EXISTING STRUCTURAL FRAMING AND APPLY COATING PER SPECS	1	LS	17,640.00	17,640.00
7	SIGNED/SEALED ENGINEERING ROOF AND PURLIN DESIGN DRAWINGS PER METAL BUILDING MANUFACTURERS SPECIFICATIONS	1	LS	13,803.00	13,803.00
8	FURNISH AND INSTALL NEW ROOF SYSTEM PER SPECS	1	LS	132,292.00	132,292.00
9	COAT EXISTING SLAB WITH EPOXY SLIP RESISTANT COATING	3750	SF	1.88	7,056.00
10	BAHIA SODDING	500	SY	8.47	4,234.00
10A Electrical Scope of Work (Per Plan Specifications)		1		7,527.00	7,527.00
11	PERMIT FEE ALLOWANCE				\$ 20,000.00
12	CONTINGENCY				\$ 25,000.00
<b>Total:</b>					<b>\$264,309.00</b>

TIME SEQUENCE: State the approximate number of working days until the project can be started after receipt of notification to proceed. A working day is Monday through Friday. Assume notifications of award within 30 days of bid return date.

DAYS TO START: 30-days

DAYS TO COMPLETE: 120-days

State the maximum number of working days to complete the project.

**TRENCH SAFETY AFFIDAVIT**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Ahrens Enterprises, Inc dba AHRENS Companies (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
		\$
		\$
	N/A	\$
		\$
		\$
		\$
	Total	\$
		\$

Richard C. Ahrens  
(Signature)

April 19, 2022  
(date)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 19th day of April 2022, by Richard C. Ahrens, as the CEO/President [title] of Ahrens Enterprises, Inc. dba AHRENS Companies [vendor's name], a General Contractor [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Michele Ball-Vaughn  
Notary Public Signature

Notary Seal:



**MICHELE BALL-VAUGHN**  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

**SCHEDULE OF MAJOR SUBCONTRACTORS**

List Proposed Major Subcontractors

Category of Work

<u>Pro Blast</u>	<u>Epoxy Floor / Sand Blast / Painter</u>
<u>Taurus Electric</u>	<u>Electrical</u>
<u>National Rental</u>	<u>Fence</u>
<u>Williams Soil &amp; Sod</u>	<u>Sod</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

**SCHEDULE OF MAJOR EQUIPMENT AND MATERIALS**

Description	Manufacturer	Model
<u>Metal Building</u>	<u>Metallic Building Systems</u>	<u>NA</u>
<u>Forklift / Scissor Lifts</u>	<u>United Rentals</u>	<u>NA</u>
<u>Sand Blasting</u>	<u>Pro Blast</u>	<u>NA</u>
<u>Painting</u>	<u>Pro Blast</u>	<u>NA</u>
<u>Epoxy Flooring Material</u>	<u>Pro Blast</u>	<u>NA</u>

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Worth Beach [print name of the public entity]  
by Richard C. Ahrens, CEO / President [print individual's name and title]  
for Ahrens Enterprises, Inc. dba AHRENS Companies [print name of entity submitting sworn statement]

whose business address is 1461 Kinetic Road, Lake Worth FL 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0297589

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Richard C. Ahrens

[signature]

April 19, 2022

[date]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 19 day of April 2022, by Richard C. Ahrens, as the CEO / President [title] of Ahrens Enterprises, Inc. dba AHRENS Companies [vendor's name], a General Contractor [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Michele Ball-Vaughn  
Notary Public Signature

Notary Seal:



**MICHELE BALL-VAUGHN**  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

Form PUR 7068 (Rev. 04/10/91)  
M/R 03/06/92

January 2021

BID FORM  
00300-10

## CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Ahrens Enterprises, Inc. dba AHRENS Companies maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, 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; 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 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.

  
Contractor's Signature

00310  
BIDDERS'S QUALIFICATION QUESTIONNAIRE  
(Include in Bid Submission)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED;

A. Any information judged by OWNER OR ENGINEER to be false is grounds for rejection of Bid and Cost Proposal. (Use additional sheets as required to provide the required information.)

B. The individual who holds the General Contractor's License certified in Florida shall be active in the management and ownership of the firm awarded the work and be available to provide their expertise for the project on an ongoing-basis. Provide the name of this individual for the complete duration of this project.

Gerald Holt

1a. State the numbers of years your organization has been doing business in Florida.

30

1b. State the numbers of years your organization has been doing business as a Licensed General Contractor in Florida. 51

2. We normally perform 45 % of the work with our own forces.

List trades below: Design & Pre-Engineered Metal Structure Steel Erection

3. Have you ever failed to complete work awarded to you? If so, state where when and why

No

4. BIDDER shall have successfully constructed, completed and certified, the following:

1. A minimum of three (3) similar outdoor park improvement projects within the past 5 years.
2. Managed a project on \$150,000 - \$300,000 dollar scale.

List these projects below (or attach).

Project #1 Name: Sandhill Crane Golf Course Maintenance Building  
Contract Amount: \$315,625.00  
Owner: City of Palm Beach Gardens Phone No: 561-804-7015  
Consultant /Engineer NA Phone No. \_\_\_\_\_  
Owner Contact: David Reyes Phone No. 561-804-7015  
Description of Project: Replace maintenance facility building for golf facility  
Date Completed: 12/22/2019  
Contract Schedule (days): 180  
Actual Completion Schedule: 12/22/2019

Project #2 Name: Ranger Construction Re-Roof Facility  
Contract Amount: \$219,965.00  
Owner: Ranger Construction, LLC. Phone No: 561-793-9400  
Consultant /Engineer NA Phone No. \_\_\_\_\_  
Owner Contact: Bob Shafer Phone No. 772-370-1598  
Description of Project: Re-roof maintenance facility building  
Date Completed: 05/14/2021  
Contract Schedule (days): 180  
Actual Completion Schedule: 05/14/2021

Project #3 Name: Pineapple Park Playground Canopy  
Contract Amount: \$609,817.00  
Owner: Martin County Parks & Recreation Phone No: 772-288-5400  
Consultant /Engineer NA Phone No. \_\_\_\_\_  
Owner Contact: Charles McEntee Phone No. 772-985-6935

Description of Project: Design and Construct playground canopy for community park

Date Completed: 03/01/2022

Contract Schedule (days): 120

Actual Completion Schedule: 03/01/2022

5. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects within the last three years (started, underway, or completed):

Project: PLEASE SEE ATTACHED PROJECT SUCCESS RECORD FOR MORE DETAILS

Contract Schedule (days) See attached

Actual Completion Schedule (days) See attached

6. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) were incurred, either directly or indirectly:

Project: N/A

LD Amount: N/A

LD Unit Price: N/A

7. BIDDER shall specifically name proposed superintendents to be utilized on this project and identify years of experience completed by the proposed superintendents within the previous five years. It must be demonstrated that the experience is with the current bidder.

Name: Dan Murphy

Position: Director of Steel Erection

Years of Experience with BIDDER: 26-years

Type of Work Responsible For: Oversees all development of multiple facilities. Supervised and coordinated with all steel erection crew, subcontractors, inspectors, and building professionals.

License: N/A

9. BIDDER shall provide information related to the job safety and safety rating of the corporation: OSHA supporting documentation attached

10. Bonding Capacity

(a) Please state your bonding capacity per project. 15,000,000.00

(b) Please state your total bonding capacity. 31,000,000.00

(c) Please provide name, address and contact person of your bonding company.

Nielson, Rosenhaus & Associates

1000 Central Avenue, Suite 200

St. Petersburg, FL 33705

12. What equipment do you own that is available for the proposed work?  
None
13. What equipment will you purchase for the proposed work?  
NA
14. What equipment will you rent for the proposed work?  
Lift
15. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).  
NA
16. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.  
See Attached
17. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).  
Ahrens Enterprises, Inc. dba AHRENS Companies
- (a) The business is a Design-Build General Contractor Company

- (b) The address of the principal place of business is: 1461 Kinetic Road, Lake Park FL 33403
- (c) The name of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Richard C. Ahrens

Judy Ahrens

If a Corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of Florida.

Date April 19, 2022

Bidder: Ahrens Enterprises, Inc. dba AHRENS Companies

By: Richard C. Ahrens

Title: CEO / President

Mailing Address: 1461 Kinetic Road

Lake Park, FL. 33403

END OF BIDDER'S QUALIFICATION QUESTIONNAIRE

00850  
CAMPAIGN CONTRIBUTION STATEMENT

This solicitation is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions.

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

**Vendor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
2. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
3. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
4. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: Richard C. Ahrens Richard C. Ahrens, President/CEO



PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Richard C. Ahrens who, after being by me first duly sworn, deposes and says:

(1) I am Richard C. Ahrens of Ahrens Enterprises, Inc. dba AHRENS Companies the bidder that has submitted a proposal to perform work for the following project:

Contract #: ITB#22-105 Project Name: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project

(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: Richard C. Ahrens

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 19th day of April 2022 by Richard C. Ahrens, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



**MICHELE BALL-VAUGHN**  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

Notary Signature: Michele Ball-Vaughn

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

Commission No. HH166616

**PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) He/she is the Qualifying General Contractor of Ahrens Enterprises, Inc. dba AHRENS Companies referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC025760 Expiration Date: August 31, 2022  
who submitted a proposal to perform work for the following project:

Contract #: ITB#22-105 Project Name: City of Lake Worth Harold Grimes Memorial Park Improvement Project

- (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: [Handwritten Signature]

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 19th day of April 2022 by Gerald Holt, who is  personally known to me or  who has produced as identification.

NOTARY SEAL:



**MICHELE BALL-VAUGHN**  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

Notary Signature: [Handwritten Signature]  
Notary Name: Michele Ball-Vaughn  
Notary Public-State of Florida  
Commission No. \_\_\_\_\_


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: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project

Company Name and Address: Ahrens Enterprises, Inc. dba AHRENS Companies  
1461 Kinetic Road  
Lake Park Florida 33403

  
Signature

Richard C. Ahrens, President/CEO  
Name and Title

April 19, 2022  
Date

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

- (1) He is President/CEO of Ahrens Enterprises, Inc. dba AHRENS Companies, the Bidder that has submitted a Bid to perform work for the following project:  
Contract #: ITB#22-105 Project Name: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project
- (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: Richard C. Ahrens

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 19th day of April 2022 by

Richard C. Ahrens, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: Michele Ball-Vaughn

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

Commission No. HH166616



MICHELE BALL-VAUGHN  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

00851  
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Richard C. Ahrens, on behalf of Ahrens Enterprises, Inc dba AHRENS Companies (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
  2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
  3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
  4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.
- If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:
1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
  2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
  3. The Contractor is not engaged in business operations in Cuba or Syria.
  4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
  5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: Richard C. Ahrens

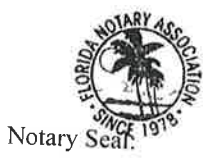
Name: Richard C. Ahrens Title: President/CEO

STATE OF FLORIDA )

Date: April 19, 2022

COUNTY OF PALM BEACH )

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 19th day of April 2022, by Richard C. Ahrens, as the President/CEO [title] of Ahrens Enterprises, Inc. dba AHRENS Companies [vendor's name], a Florida [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



**MICHELE BALL-VAUGHN**  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

Michele Ball-Vaughn  
Notary Public Signature

**WORKFORCE PROJECTION**

<b>PROJECT NAME:</b>	Ahrens Enterprises, Inc. dba AHRENS Companies
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

**POWER EQUIPMENT OPERATORS**

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

**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
- Laborer - Common or General
- Laborer - Roof Tear off
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other:

Submitted by: Richard C. Ahrens  
Richard C. Ahrens

Date: April 19, 2022

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Ahrens Enterprises, Inc. d/b/a Ahrens Companies  
1461 Kinetic Rd.  
Lake Park, FL 33403

### SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

City of Lake Worth Beach  
7 North Dixie Highway, 2nd Floor  
Lake Worth Beach, FL 33460

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

Harold Grimes Memorial Park Improvement Project, IFB #22-105

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

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

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

Signed and sealed this 20th day of April, 2022



(Witness)

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

(Principal)

(Seal)

By:   
(Title)

Berkley Insurance Company

(Surety)

(Seal)

By:   
(Title)

Brett Rosenhaus Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14<sup>th</sup> day of November, 2019.

Attest:

(Seal)

By [Signature]  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By [Signature]  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 14<sup>th</sup> day of November, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

[Signature]  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20<sup>th</sup> day of April, 2022.

(Seal)

[Signature]  
Vincent P. Forte

WILSON INC. Only unannounced reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are read and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.



**INVITATION FOR BID  
IFB 22-105  
Addendum No. 1**

**Harold Grimes Memorial Park Improvement Project**

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced RFP.

**Questions & Answers:**

**Question 1:** Do you have a project budget for this project?

**Answer 1:** The project estimated budget is \$225,000

**Question 2:** Since the building was built prior to the present-day code, is it required to have an engineer confirm that the existing purlin spacing is adequate to meet present day design criteria? If this is a positive response, do we need to provide signed and sealed drawings by an engineer showing the additional purlins and their spacing?

**Answer 2:** The original design drawings were provided as a reference for the proposers to review for informational purposes only. The City is requesting the proposers to review this information along with the current building codes and provide a cost in their bid proposal for a signed and sealed engineering drawing acceptable for permitting.

Company ID Number: 295085

**Approved by:**

<b>Employer</b> Ahrens Enterprises, Inc. d/b/a Ahrens Companies	
<b>Name (Please Type or Print)</b> Barbara Fleisher	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/08/2010
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/08/2010

Company ID Number: 295085

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Ahrens Enterprises, Inc. d/b/a Ahrens Companies
Company Facility Address	1461 Kinetic Road Lake Park, FL 33403
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	650297589
North American Industry Classification Systems Code	236
Parent Company	Ahrens Enterprises, Inc.
Number of Employees	20 to 99
Number of Sites Verified for	1





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>CAL Risk Management</b>		NAMED INSURED <b>Ahrens Enterprises, Inc. dba Ahrens Companies</b> 1461 Kinetic Road Lake Park, FL 33403 Palm Beach	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

## ADDITIONAL REMARKS

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

## Description of Operations/Locations/Vehicles:

The Certificate Holder is expanded to include: City of Lake Worth Beach (Owner), Engineer, including their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors for each and any of all. The additional insured status also applies to the Pollution Liability coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –**  
**FORM A**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>Policy Number</b> GL21162340102	<b>Agency Number</b> 0825355	<b>Policy Effective Date</b> 01/01/2022
<b>Policy Expiration Date</b> 01/01/2023	<b>Date</b> 12/14/2021	<b>Account Number</b> 20048561
<b>Named Insured</b> AHRENS ENTERPRISES, INC.	<b>Agency</b> CAL RISK MANAGEMENT	<b>Issuing Company</b> AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.



g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**LICENSE NUMBER: CBC006515**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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## RESUME AND QUALIFICATIONS

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### **RICHARD C. AHRENS**

*Chief Executive Officer*

Extensive business experience and education has allowed Richard to develop a firm foundation from which to base logical and fundamentally sound development decisions. Since his graduation in 1969, he has been involved in the design and construction of projects ranging in size from 20,000 to 200,000 square feet for such firms as Frit-o-Lay, National Gypsum Corporation, Southern Waste Systems, Grumman Aerospace, Bonsal Corporate, Matheson Tri-Gas, Turnberry Associates, Fontainebleau Aviation, Sierra Business Park, Loblolly Pines, Rybovich-Spencer Boatworks, Florida Power & Light, Palm Beach Gardens Fire Station #3, Abacoa Fire Rescue Station #16, Coral Springs Police/Fire Tactical Training Facility, and the Solid Waste Authority.

He also has gained great experience in dealing with governmental authorities such as environmental agencies, planning/zoning departments & city councils.

#### **KEY EXECUTIVE MANAGEMENT SKILLS**

- **Team development and training.**
- **Building and maintaining professional relationships.**
- **Strategic planning and implementation.**
- **Supply chain management.**
- **Exceeding goals and objectives.**
- **Project management from conception to completion.**
- **Navigating organizations to success.**
- **Mergers and acquisitions.**
- **E-commerce and general management.**

#### **EDUCATION & PROFESSIONAL AFFILIATIONS**

- University of Florida, Gainesville, Florida 1969 - B.S. Business Administration
- Licensed Building Contractor, CB – C006515, State of Florida Affiliation
- Sigma Alpha Epsilon Fraternity, University of Florida All American Swimmer
- Treasurer and NCAA Compliance officer for the University of Florida Alumni Swim Team
- Board of Directors of the University of Florida Gator Booster board member
- Advisory Council Member of the University of Florida M.E. Rinker School of Building Construction
- University of Florida Real Estate Advisory Board Member
- Past Advisory Member to the President of Republic Steel Corporation
- Past Advisory Member to the President of Kirby Building Systems and A & S Building Systems and United Structures of America
- Past Building Code Advisory Board member – Palm Beach County
- Founding member of the Palm Beach County Business Development Board, Economic Development council member of St. Lucie County

Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**HOLT, GERALD PAUL**

AHRENS COMPANIES  
1461 KINETIC ROAD  
LAKE PARK FL 33403

**LICENSE NUMBER: CGC025760**

**EXPIRATION DATE: AUGUST 31, 2022**

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## RESUME AND QUALIFICATIONS

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# GERALD P. HOLT

8161 North West 51<sup>st</sup> Place, Coral Springs, FL 33067  
561-212-9099

[jholt@ahrenscompanies.com](mailto:jholt@ahrenscompanies.com)

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### General Contracting/Estimating/Project Management

- Proven expertise in estimating and project management in both general contracting and subcontracting.
  - Adept in all facets of staff leadership, business management/development, organizational collaboration, bidding and contract negotiation.
  - Skilled in providing highly accurate estimates covering all facets of supplies, time, equipment and necessary personnel.
  - Outstanding management capacity developed through managing a successful business.
  - Florida Contractors License #CGC 025760.
  - Consistently meet/exceed stringent time/budget deadlines while achieving highest quality standards.
  - Knowledgeable in code/regulatory compliance requirements and needed documentation.
  - Self-motivated, self-directed individual skilled in troubleshooting and problem-solving.
  - Maintain positive relations with Developers, Architects, Engineers, Owners and Sub-Contractors.
  - B.A. Degree in Biology from University of South Florida.
- 

### Project Manager, Ahrens Companies, Inc. - HIGHLIGHTED PROJECTS

#### **Palm Beach Gardens Operations Center**

This new Design-Build Operations Center is a 39,410 S.F. facility featuring administrative offices, breakrooms and multiple maintenance bays that house the City of Palm Beach Gardens Public Works Department. While currently under construction, this project has an estimated completion date of June 2019.

#### **Big Daddy's Package Store and Flanigan's Restaurant**

Project Superintendent overseeing the new construction of a 3,000-sf package liquor store on vacant lot in conjunction with the renovation of the existing Flanigan's Restaurant on the adjacent site. Unique duties consist of orchestrating the demolition of portions of the existing restaurant and preparation of new site and construction of a free-standing package store. Orchestrating the simultaneous expansion and construction of existing restaurant. Typical responsibilities of scheduling subcontractors, facilitating logistics, and maintaining communication with the project manager regarding scheduling and inspection coordination.

#### **Palm Beach Garden's Fire Station #2**

Project Superintendent responsible for the site development and construction of a new 9,000 sf foot LEED Silver, 3 bay, emergency operation fire rescue facility in conjunction with concurrent operations of existing facilities at the site. Followed by the overseeing of the demolition and site improvements of the old fire station. Duties included weekly coordination meeting with the City of Palm Beach Gardens, subcontractors, and maintaining schedules with subcontractors, City engineer and inspectors.

#### **OTHER SKILLS**

- Deliver oversight and general management to this construction venture.
  - Provide all estimating, scheduling, bonding, certified payrolls, bookkeeping and bidding services.
  - Direct construction projects and collect on customer invoices.
  - Ensure attainment of critical quality objectives.
  - Facilitate strategic planning and business development in a competitive and very challenging economy.
-



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

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\*** **RECEIVED**  
 1461 KINETIC ROAD  
 LAKE PARK, FL 33403 **AUG 23 2021**

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 CW BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	B21.576598 - 08/05/21	\$264.50	B40105917

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

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

022  
6719



**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2021/2022 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 200116431**  
**EXPIRES: SEPTEMBER 30, 2022**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\*** **RECEIVED**  
 1461 KINETIC ROAD **AUG 23 2021**  
 LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 BUILDING CONTRACTOR	AHRENS RICHARD C	CBC006515	B21.576598 - 08/05/21	\$27.50	B40105918

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

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

022  
6718



**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2021/2022 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 200116430**  
**EXPIRES: SEPTEMBER 30, 2022**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



# THE AHRENS ADVANTAGE

## OUR SERVICES

Ahrens Companies project team has a proven track record successfully completing several different types of projects including but not limited to: industrial/manufacturing facilities, gymnasiums, private FBO and airport hangars, office buildings, marinas, golf maintenance buildings, equestrian arenas, educational and training facilities, medical offices, emergency response facilities, and retrofitting.

## Why Choose Ahrens Companies?

### Cost Conscious Design-Build

Our Design professionals are committed to cost-conscious designs using an efficient approach to the architectural and planning process that generate innovative design-build solutions and exceed client expectations.

We provide our own in-house architects and building erection crew; allowing more control in the field which saves costs and reduces production time; a great set of benefits which all gets passed along to our clients.

### Our Legacy Since 1902

The Ahrens family has served the community of South and Central Florida in the construction industry since 1902.

We pride ourselves on our commitment to family and community to always provide high quality design-build and general contracting services to private clients and government agencies throughout Florida.

### Our Relentless Pursuit

We pride ourselves on our ability to listen to our clients and earn their trust through long-lasting relationships and value-added services.

We believe that there is no problem too big to overcome. In fact, we do not see problems but instead face challenges that present opportunities for us to grow and advance with each challenge we overcome.

We make it our top priority to meet client deliverables on time and under budget.



AHRENS Companies is in the best posture to successfully execute this project for a multitude of reasons.

- ❖ **Our Experience:** AHRENS Companies has been in business for over 29 years and as a generational family owned and operated business, we have served South Florida in the construction industry for over 118 years. We have successfully completed various municipal recreational facility buildings within Broward and Palm Beach County.
- ❖ **Established Team:** Our team is an experienced group of professionals with various backgrounds in architectural design, engineering and construction all seasoned and trained to solve problems and perform within a holistic integrated approach. Our in-house architects and internal erection division gives us the diversity needed to have an edge over the typical design-build firm and allows for deeper integration throughout our flexible and seamless design-build process. As a design-build company this integration between design, document production and construction are intrinsically structured to provide the best possible solution from the beginning of the project thru substantial completion. In addition, we have vast experience individually and as a TEAM regarding green buildings and sustainable strategies implementation.
- ❖ **Understanding of Project Scope:** We recognize the importance of public buildings offering activities to the community. The main goals of these types of buildings comes from different perspectives and typically include flexibility of activities, minimizing maintenance and operating costs, general life cycle cost and bringing added value to the community from both the functional aspect as well as the intended social interaction.
- ❖ **Innovative Design:** Pre-engineered Building Systems allow implementation of several benefits when compared with traditional construction. With a single component like IPS roof or wall panels the energy efficiency is quite superior. One component supplies the thermal properties, finishes, moisture resistance, air barrier and acoustic qualities that traditional construction needs to provide using different materials as assembly. IPS roof and wall panels is not only cost effective; simultaneously, this technology allows for shorter construction time-period and supports LEED goals. Today's Pre-engineered Building Systems technology can mimic any type of traditional building appearance and also support the development of a more functional and efficient use of space within floorplans.
- ❖ **Value Engineering:** Our unique design-build method fosters innovation in design as all experts from conceptual design through to construction closeout are involved in the process from the beginning. We continuously analyze the cost of the project under the value engineering methodology. We analyze the functionality of the building, its constructability comparing the best materials cost life cycle, low maintenance durability qualities, sustainable properties, technological improvements, labor, and time variables. We assess these components to assure there is no compromising on aspects like aesthetics or quality when compared to traditional construction systems. All these variables are studied and discussed amongst the team to get a potential cost savings using the best solutions for top building performance. As we have already taken the time to complete preliminary value engineering on this project, you will see our recommendations for cost savings to meet the City's budget included in this proposal.
- ❖ **Client Focus:** Our approach places the client at the forefront of all activities, allowing our team to fully understand and meet client needs throughout all phases. We take the time to listen and truly understand your vision and work relentlessly to make it a reality.



## CORPORATE QUALIFICATIONS AND CAPABILITIES

CAGE CODE: 5FEM4 Duns: 703003005 EIN: 65-0297589

INCORPORATED IN THE STATE OF FLORIDA - January 1992

State of Florida Building Contractor Lic # CBC 006515  
State of Florida General Contractor Lic # CGC 025760  
State of Florida Architect Corporation Lic # AR 96626

### NAICS CODES:

236210 - Industrial Building Construction  
236220 - Commercial and Industrial Building Construction  
237990 - Other Heavy and Civil Engineering Construction

### AREAS OF EXPERTISE:

- Design - Build
- Value Engineering
- General Contracting
- Construction Management at Risk
- Pre-Engineered Building System
- Construction Management - Cost Plus
- Commercial and Industrial Construction
- Construction Planning and Scheduling
- Safety and Compliance

## EXPERIENCE

Ahrens Companies is a leading provider of Design-Build, construction management, and general contracting services to private clients and government agencies in the State of Florida. We have operated in South and Central Florida since 1992 as a licensed architect and general contractor.

Whether we are consulting, conceptually designing, working on a construction jobsite or handling day-to-day operations, we provide our clients with innovative teams of experienced construction professionals that deliver successful projects within budget and on time.

We pride ourselves on our ability to listen to our clients and earn their trust through long-lasting relationships and value-added services. Whether we are ensuring the sustainable construction of their facilities to respond to natural disasters or analyzing a facility's efficiency, we believe in responsive and deliberate actions.



Our Design professionals are committed to cost-conscious designs. Our efficient approach to architectural and planning challenges has generated innovative design-build solutions successfully used in many of our projects. The track record of our design department demonstrates our ability to produce imaginative, cost-effective designs in a timely and professional manner.

Ahrens Companies project team has a proven track record and has successfully completed multi-million-dollar projects through detailed task coordination, well-developed partnerships and built solid relationships with the project team.

We are committed to:

- Staying On Schedule
- Being Responsive
- Upholding Safety Standards and Procedures
- Providing a Quality Trained Staff
- Communicating Effectively
- Providing Fair and Competitive Pricing
- Building Strong Relationships with Governmental Agencies
- Cost Effect Methods of Design & Operation
- Meeting & Exceeding Industry Standards
- Innovative Design

#### **PARTIAL LIST OF ACCOMPLISHMENTS**

- Design/Build – 39,410 SF two-story emergency response operations center with offices, workshops, amenities, six (6) maintenance bays, self-sustaining CAT 5 pre-engineered steel system with installed wall panels for City of Palm Beach Gardens, FL.
- Constructed - 14,402 SF traditional construction (masonry, bar joists) with laminated wood beam. The facility has services for tennis players (lockers, bathrooms) full amenities (restaurant, retail, fitness) and multipurpose rooms with extending viewing terrace for City pf Palm Beach Gardens, FL.
- Design/Build - Four (4) 15,000 SF Aircraft Manufacturing Hangars A, B, C and D for City of Sebastian, FL.
- Design/Build - 9,300 SF pre-engineered building system self-sustaining hybrid conventional construction with 3-sets of rapid release bi-fold doors. Fuel islands, triage evaluation area emergency response facility utilizing advanced materials accenting constructability, energy, and cost savings operations of Fire Rescue #2 for City of Palm Beach Gardens, FL.
- Constructed - 3,220 SF pre-engineered building system for police/fire tactical training facility for City of Coral Springs, FL.
- Design/Build – 16,524 SF pre-engineered building system 20ft eave height with block accent perimeter walls with offices, parts storage, repair and maintenance facilities for Truck Realty Group in Fort Pierce, FL.

- Design/Build - 30,800 SF addition of 2-story classroom and gymnasium to an existing educational facility. Building is completely solar powered and energy autonomous featuring frameless glass partitions between classrooms and exposed bar joist duct work for a modern industrial look and feel. The Greene School is located in West Palm Beach, FL.
- Design/Build – 23,000 SF mixed-use 3-story entertainment, retail, fitness, and support 2-buildings complex providing indoor and exterior amenities for truck drivers and truck maintenance support along with 174 custom truck parking area with electrical charges.
- Design/Build - 40,304 SF multi-purpose recreational/gymnasium facility utilizing a combination of pre-engineered building system and CBS construction for Mullins Park in the City of Coral Springs, FL.
- Design/Build - 2 story 19,113 SF Corporate office/hangar facility designed for 200 MPH rated (3-second gusts) wind load capacity and renovation of 20,066 SF adjoining office building in Ft. Lauderdale, FL.
- Design/Build - 30,000 SF addition to an existing Budweiser distribution facility, including retro-roofing 3 sections of their 100,000 SF facility and renovating the complete exterior and interior of a 2-story office facility for Southern Eagle Distribution in Ft. Pierce, FL.
- Design/Build - 74,250 SF Equestrian Arena at the St. Lucie County Fairgrounds for St. Lucie County.
- Value Engineered/Redesign of a 40,000 SF CBS structure which was converted to a 137 feet high pre-engineered building containing 12 silos saving the client over 40% over the original design cost. Each silo held 150,000 pounds of aggregate. Demolished existing aggregate plant and constructed new interior restrooms and lounge. This entire project was completed while daily operations of the plant were in progress with over 100 truck movements per day for Bonsal Aggregate in Pompano Beach, FL.
- Design/Build - Five (5) Aviation Hangars consisting of 106,432 SF with attached office/lobbies consisting of 30,731 SF. Project is on 16 acres and hangars are designed to handle Air- Buses and Boeing Business Jets. All hangars are designed to allow maintenance work and have foam fire suppression systems. Turnberry Associates in Opa Locka, FL.
- Constructed - (5) Building Youthful Offender Facility totaling 92,220 SF in Pahokee, FL. This was a joint venture with Wackenhut Corporation.
- Design/Build – 8,400 SF pre-engineered metal building with ICF (Insulated Concrete Forms) walls system for Navy Seals Museum Addition in Ft. Pierce, FL.
- Constructed - 48,540 SF pre-engineered steel building with 2-story offices for Sikorsky Aircraft Corporation Helicopter Hangar in Jupiter, FL.
- Design/Build – 14,600 SF pre-engineered metal building vehicle maintenance facility for Southern Waste Systems in Lantana, FL.
- Design/Build – 5,550 SF pre-engineered metal building emergency response police and fire rescue facility in Abacoa for Palm Beach County, FL.

## SERVICES

### Design-Build:

Ahrens Companies understands the dependent relationship between the designer and the contractor. We bring a single point of contact for the entire building process from planning to design and construction ending with post-occupancy services. Our goal is to provide every Owner with the product they envision on time and under budget, at the highest level of quality available.

Our in-house design team provides a holistic approach to the projects, regarding Architecture, Interior Design and Sustainable Design Strategies, working closely with the Construction Management Team throughout.

With our registered Architects, Engineers and Designers, we provide complete building design services from the pre-planning phase through final design and construction as well as post-design consultation on a variety of building types.

Our Design-Build services include:

- Consultation
- Project Valuation
- Feasibility Study Reporting
- Site Plan Development
- Value Engineering
- Architectural & Interior Design
- Sustainable Design (Green Building / LEED)
- Construction Documents
- Permitting

### General Contracting:

We take technical proficiency, budget adherence and scheduling as metrics for each project. Scheduling the right equipment and the right team for each job, coupled with technical and disciplined managers is a cornerstone of our vast and successful construction portfolio. By analyzing all aspects of a project with our team, we know how choices in one area affect another. This enables us to deliver an accurate and completely coordinated estimate.

Our Pre-Construction services include:

- Conceptual and Final Estimating
- Budget Development
- Value-Added Engineering
- Schedule Development
- Continuing Operations Planning
- Document Review
- Development Proformas for Financing

**PROJECT TYPES:**

- |   |                                       |
|---|---------------------------------------|
| ▪ Public Works Facilities                         | ▪ Educational And Training Facilities |
| ▪ Industrial Manufacturing/Warehousing Facilities | ▪ Parks and Recreational              |
| ▪ Gymnasiums                                      | ▪ Sporting Facilities                 |
| ▪ Private FBO                                     | ▪ Club Houses                         |
| ▪ Airport Hangars                                 | ▪ Restaurants                         |
| ▪ Office Buildings                                | ▪ Retail Space                        |
| ▪ Marinas   | ▪ Medical Offices                     |
| ▪ Golf Maintenance Buildings                      | ▪ Emergency Response Facilities       |
| ▪ Equestrian Arenas                               | ▪ Retrofitting                        |

Rarely are scope and budget in balance at the beginning of the design. Once we thoroughly understand the goals of the project, we will detail the workable options to maximize the program. This "value engineering" is often described as dollars saved, but it in fact serves a larger purpose: cost-effective evaluation of long and short-term options ensuring the comfort and efficiency of the user.

By monitoring changes as the design is developed, our reports highlight the line-item differences in scope, and their cost impact to the overall budget. Designs are evaluated and changes implemented to accommodate budgetary constraints.

We will evaluate the construction documents for completeness, ability to achieve product quality, and construction logistics. In other words, we look at the details from a builder's perspective, supporting, but not assuming the duties of the designer. By identifying conflicts and problem areas up front, we reduce the number of changes and limit delays and additional costs to the project. Working from an extensive and continually updated database of costs, coupled with years of experience with various building types and markets, we know what a specific project should cost.

Our Construction services include:

- Total Quality Management (TQM)
- Project Management and Supervision
- Cost Control
- Safety Program
- Scheduling
- Project Closeout

**Quality Control Management:**

Preparatory meetings are held prior to performing work to establish responsibilities, contract requirements, scheduling, hazards involved, and proper safety required in completing each definable feature of work. Initial and follow-up inspections are conducted during each activity to assure all quality standards are maintained. Final inspections are conducted upon completion of each work phase to assure compliance. Risks must be continually reviewed, and processes developed. Policies and procedures that reinforce these values must be communicated.

Our Post-Construction services include:

- Building / Facility Manuals
- Warranty Service
- Post Occupancy Reports

Sustainable Design:

The LEED certified professionals on our team will know what eco-friendly green principles may be applicable to your site, thus selecting the improvements which fit your Return-on-Investment requirement.

# **AHRENS IS THE PERFECT CHOICE!!**

**AHRENS COMPANIES IS A PASSIONATE DESIGN-BUILD TEAM OF PROFESSIONALS AND EXPERTS, COMMITTED TO COST-CONSCIOUS DESIGN AND CONSTRUCTION, USING AN INTEGRATED METHODOLOGY TO PROVIDE THE MOST EFFICIENT FINAL RESULT MAXIMIZING BENEFITS FOR OUR CLIENTS.**

**INNOVATION, SUSTAINABILITY AND CLIENT ORIENTED COMPANY CULTURE ARE OUR ADDED VALUE SERVICES.**

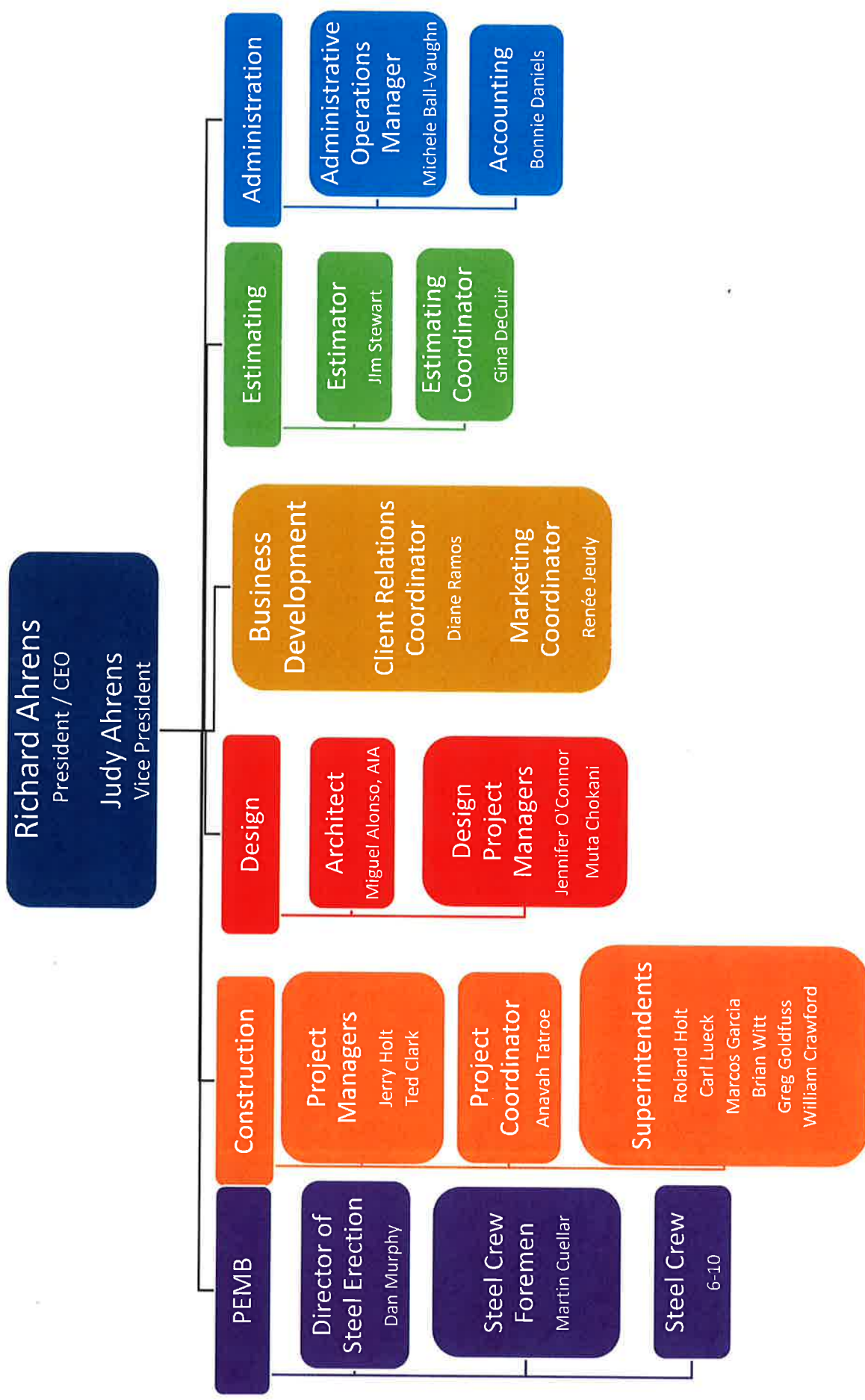
**TEAM AHRENS, WE LOVE WHAT WE DO!!**

# AHRENS PROJECT TEAM

- RICHARD AHRENS, PRESIDENT/CEO
- JUDY AHRENS, VP OF OPERATIONS
- MIGUEL ALFONSO, ARCHITECT
- GERALD HOLT, GC, PROJECT MANAGER
- BRIAN WITT, PROJECT SUPERINTENDENT
- JIM STEWART, CHIEF COST ESTIMATOR
- DIANE RAMOS, CLIENT RELATIONS COORDINATOR
- MICHELE BALL-VAUGHN, ADMINISTRATIVE PROJECT MANAGER
- BONNIE DANIELS, ACCOUNTING MANAGER

**AHRENS TEAM OF EXCELLENCE IN PROJECT  
MANAGEMENT!!**







## PROJECT SUCCESS RECORDS

BIDDER'S QUALIFICATION QUESTIONNAIRE
<b>QUESTION 5:</b> BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects within the last three years (started, underway, or completed):
Project: <b>BOBCAT TREASURE COAST FACILITY EXPANSION</b>
Contract Schedule (days): <b>120</b>
Actual Completion Schedule (days): <b>115 (Completed)</b>
Project: <b>COSTON MARINE NEW FACILITY BUILDING</b>
Contract Schedule (days): <b>240</b>
Actual Completion Schedule (days): <b>238 (Completed)</b>
Project: <b>PRIME REALTY MULTIPLE BUILDINGS</b>
Contract Schedule (days): <b>320</b>
Actual Completion Schedule (days): <b>210 (Underway)</b>
Project: <b>SEBASTIAN HANGAR D NEW HANGAR BUILDING</b>
Contract Schedule (days): <b>240</b>
Actual Completion Schedule (days): <b>232 (Completed)</b>
Project: <b>MARTIN DOWNS GENERATOR STORAGE BARN</b>
Contract Schedule (days): <b>90</b>
Actual Completion Schedule (days): <b>60 (Underway)</b>

**ITB#22-105  
CITY OF LAKE WORTH BEACH  
HAROLD GRIMES MEMORIAL PARK PAVILLION IMPROVEMENT  
PROJECT REFERENCES**

<b>PROJECT NAME</b>	<b>PROJECT LOCATION</b>	<b>CONTRACTED PRICE</b>	<b>FINAL PROJECT PRICE</b>	<b>CONTACT NAME/PHONE/EMAIL</b>	<b>PROJECT TIMELINE</b>
Palm Beach Gardens Tennis Center Facility <b>Build</b>	5110 117 <sup>th</sup> Ct N Palm Beach Gardens, FL. 33418	\$4,030,478.00	\$3,680,715.41	City of Palm Beach Gardens Todd Engle, City Engineer (561) 804-7012 tengle@pbgfl.com	<b>Prime Contractor</b> Began: Dec 2019 Completed: Nov 2020
MRO Aviation Hangar <b>Design/Build</b>	St Lucie County Treasure Coast International Airport 3191 Jet Center Terrace Fort Pierce, FL. 34987	5,687,712.00	\$7,957,822.00	St. Lucie County Scottie Beaulieu, Facilities Coordinator 772-462-1672 beaulieus@stlucieco.org	<b>Prime Contractor</b> Began: May 2019 Completed: June 2021
Martin County Timer Powers Horse Arena/Bathrooms <b>Design/Build</b>	14100 S.W. Citrus Blvd Indiantown, FL. 34956	\$1,370,636.00	\$1,310,747.14	Martin County George Dzama, Project Manager (772) 463-2837 gdzama@martin.fl.us	<b>Prime Contractor</b> Began: Mar 2015 Completed: Sept 2016
Navy Seals Museum <b>Design/Build</b>	3300 N Highway A1A North Hutchinson Island Ft. Pierce, FL. 34949	\$1,002,591.00	\$1,090,904.50	UTD Navy Seals Museum Association, Inc Craig Mundt, Project Manger (772)-475-3895 lcmundt@gmail.com	<b>Prime Contractor</b> Began: Mar 2015 Completed: Sept 2016
Palm Beach Gardens OPS Center <b>Design/Build</b>	4050 Johnson Dairy Road Palm Beach Gardens, FL. 33410	\$3,900,000.00	\$3,980,000.00	City of Palm Beach Gardens David Reyes, City Facilities 561-804-7015 dreyes@pbgfl.com	<b>Prime Contractor</b> Began: Nov 2018 Completed: April 2019
Kenworth Office Maintenance Facility <b>Design/Build</b>	Truck Realty Group Riviera Beach, FL. 33408	\$1,908,076.00	\$2,000,000.00	Bob Dollar 954-931-9901 bdollar@truckmax.com	<b>Prime Contractor</b> Began: Sept 2018 Completion: May 2019
Palm Beach Gardens Fire Rescue #2 <b>Design/Build</b>	11025 Campus Drive Palm Beach Gardens, FL. 33410	\$2,600,000.00	\$2,586,000.00	City of Palm Beach Gardens Todd Engle, City Engineer 561-804-7012 tengle@pbgfl.com	<b>Prime Contractor</b> Began: Feb 2016 Completed: Dec 2016



ITB#22-105

**CITY OF LAKE WORTH BEACH  
HAROLD GRIMES MEMORIAL PARK PAVILLION IMPROVEMENT  
PROJECT REFERENCES**

Sebastian Hangar A, B & C with Office Facility <b>Build</b>	402 Airport Drive East Sebastian, FL 32958	\$5,968,000.00	\$6,235,000.00	City of Sebastian Scott Baker, Airport Facility Manager 772-633-0897 Rbaker@CityofSebastian.org	<b>Prime Contractor</b> Start: Feb 2016 Completed: Sept 2019
Town of Jupiter Bert Reynolds Park Westside Expansion <b>Build</b>	805 US HWY 1 Jupiter, FL. 33471	\$1,172,800.00	\$1,212,578.50	Town of Jupiter John Chesher 561-233-0261	<b>Prime Contractor</b> Began: Sept 2016 Completed: Aug 2017
Palm Beach Gardens Sandhill Crane Maintenance Facility & Cart Barn <b>Build</b>	11401 Northlake Blvd Sandhill Crane Golf Club Palm Beach Gardens, FL. 33412	\$1,005,000.00	\$1,100,200.00	City of Palm Beach Gardens David Reyes, City Facilities 561-804-7015 dreyes@pbgfl.com	<b>Prime Contractor</b> Began: April 2018 Completed: Oct 2019
Coral Springs 40/Advanced Equipment <b>Design/Build</b>	12070 NW 40th St Coral Springs, FL. 33065	\$1,250,000.00	1,865,000.00	Patricia & Victor Osario 954-847-1895 victor.desousa@advancees.com	<b>Prime Contractor</b> Start: Oct 2019 Completed: Jun 2020
Plantation Police Dept Training Facility <b>Build</b>	451 NW 70 <sup>th</sup> Terrace Plantation, FL. 33317	\$4,225,000.00	\$5,568,356.00	City of Plantation Jim Borrelli 954-658-4291 jborrelli@plantation.org	<b>Prime Contractor</b> Start: June 2019 Completed: Aug 2021
Jupiter Public Works Water Treatment / Storage Facility <b>Build</b>	17403 Central Boulevard Jupiter, FL. 33458	\$1,100,000.00	\$1,658,349.00	Town of Jupiter Thomas Driscoll, Director of Engineering 561-741-2215 thomasd@jupiter.fl.us	<b>Prime Contractor</b> Began: Nov 2020 Completed: Nov 2021
Prime Realty Capital, LLC. Dania Beach <b>Design/Build</b>	2401 PGA Blvd, Ste#200 Palm Beach Gardens, FL. 33410	\$1,250,000.00	Active	Claudia Pereira 561-284-2968 cpereira@l2gholdings.com	<b>Prime Contractor</b> Start: Nov 2020 Current
Bobcat Treasure Coast <b>Design/Build</b>	4405 Prosperity Drive Fort Pierce, FL. 34981	\$951,924.00	\$978,850.00	Simon Smith 561.689.9880 Ext. 210 simon@smithb.com	<b>Prime Contractor</b> Start: April 2021 Completed: Feb 2022

**ITB#22-105**  
**CITY OF LAKE WORTH BEACH**  
**HAROLD GRIMES MEMORIAL PARK PAVILLION IMPROVEMENT**  
**PROJECT REFERENCES**

City of Lauderhill Annex ICC Building <b>Design/Build</b>	3300 Inverrary Blvd Lauderhill, FL 33319	\$3,224,000.00	Active	Scott Newton 954-730-3084 snewton@lauderhill-fl.gov	<b>Prime Contractor</b> Start: Oct 2020 Current
Sebastian Taxiway Hangar A&B Facility <b>Design/Build</b>	402 Airport Drive East Sebastian, FL 32958	\$680,000.00	Active	City of Sebastian Scott Baker, Airport Facility Manager 772-633-0897 Rbaker@CityofSebastian.org	<b>Prime Contractor</b> Start: March 2022 Current
Ranger Construction Maintenance Facility <b>Design/Build</b>	606 95 <sup>th</sup> Ave N Royal Palm Beach, FL. 33411	\$925,000.00	Active	Ranger Construction Bob Schafer 772-370-1598 Bob.Schafer@rangerconstruction.com	Prime Contractor Start: Jan 2022 Current
Sun 1 Recycling Center Facility <b>Build</b>	2241 NW 15th Court Pompano Beach, FL. 33069	\$2,696,719.00	Active	LGL Recycling Claudia Pereira 561-284-2968 cpereira@l2gholdings.com	<b>Prime Contractor</b> Began: Nov 2021 Current
Palm Beach Gardens Sandhill Crane Golf Club Par 3 Recreation Facility <b>Build</b>	11401 Northlake Blvd Palm Beach Gardens, FL. 33412	5,531,625.00	Active	City of Palm Beach Gardens David Reyes, City Facilities 561-804-7015 dreyes@pbgfl.com	<b>Prime Contractor</b> Start: Aug 2021 Current
For The Children, Inc. Educational Center & Recreations Facility <b>Design/Build</b>	1718 South Douglas Road Lake Worth, FL. 33460	2,200,000.00	Active	Reginale Durandisse, CEO 561-493-1190 durandisser@forthechildrenfirst.org	<b>Prime Contractor</b> Start: July 2021 Current
Sebastian Hangar C with Office Facility <b>Build</b>	412 Airport Drive East Sebastian, FL 32958	\$765,000.00	Active	City of Sebastian Scott Baker, Airport Facility Manager 772-633-0897 Rbaker@CityofSebastian.org	<b>Prime Contractor</b> Start: Feb 2022 Current



**Scott Baker, Airport Director**  
202 Airport Drive East, Sebastian, FL 32958  
Tel (772)228-7013 (office) \* (772)633-0897 (cell)

March 5, 2021

LETTER OF RECOMMENDATION

To Whom It May Concern:

It is my pleasure to recommend the design-build services provided by Ahrens Companies.

Ahrens Companies provided design-build services towards three (3) multipurpose hangar/office buildings, each having 17,000SF of space – doing so on time and on budget – and without any issues relating to workmanship or callbacks. Their construction management team provided effective communication throughout the project.

We are happy that Ahrens is bidding on a fourth hangar at Sebastian Municipal Airport and we look forward to awarding them the design-build contract.

We especially appreciate the “thinking outside the box” mindset to meet our local construction challenges.

Sincerely,

Scott Baker  
Airport Director  
City of Sebastian, FL



March 3, 2021

AHRENS Companies  
1461 Kinetic Road  
Lake Park, Florida 33403

RE: Letter of Recommendation

To Whom It May Concern:

Please accept this letter as a reference for the AHRENS Companies and the quality of their work. Their expertise in design-build construction and coordinating the permitting process with our several building projects over the years has saved us considerable time and monies. It's not always the upfront cost of the project but how timely it's completed as well. I have done a total of 3 building projects since 2000 with AHRENS and remain very happy with the quality of the buildings and their work. The 3 projects are;

- 2000 - 3775 Interstate Park Rd West Riviera Beach, FL 33404 – 13,000sf truck dealership facility built for TruckMax and now currently rented to MJ TruckNation
- 2004 – 3777 Interstate Park Rd West Riviera Beach, FL 33404 – 9,000sf body shop facility built for Keen-Dollar Enterprises and now currently rented to Kenworth of S Florida
- 2019 – 3760 Interstate Park Rd West Riviera Beach, FL 33404 – 15,000sf truck dealership facility built for Truck Realty Group and currently rented to Kenworth of S Florida.

As an example, on the first building in 2000, after months of waiting for a high-profile architectural firm to complete the construction plans, competitive bids were 30-40% higher than anticipated and that I had budgeting for. Then a fellow business acquaintance suggested that I call Richard Ahrens of the AHRENS Companies.

Richard met with me and immediately determined that the architect had over-designed the building in many areas including aesthetically which wasn't necessary for our industry and suggested allowing him to design-build this facility so it would be more suited to our business needs and within our budget constraints.

Thanks to Richard and the highly skilled AHRENS team, I was able to get a new dealership facility completed on time and within budget. Everyone at AHRENS from the Project Manager down to the sub-contractors was very conscientious, worked well together and offered many cost-savings ideas. One of the great things about doing business with AHRENS is that even after the project starts there is constant dialogue and never an issue with any sub-par work by any of their sub-contractors or substitution of materials from what the plans call for.

[www.truckmax.com](http://www.truckmax.com)



Miami: 6000 NW 77 Court, Miami, FL 33166, Ph. 305 777 9000 | Ft. Pierce: 850 S. US HWY 1, Ft. Pierce, FL 34950, Ph. 772 409 1800

Homestead: 29120 S. HWY 1, Homestead, FL 33033, Ph. 305 777 9070

Over these past 20+ years we have maintained a great working relationship with the AHRENS Companies and I highly recommend them for any commercial construction project especially design-build. Please do not hesitate to contact me for information on these facilities or my experiences with them [bdollar@truckmax.com](mailto:bdollar@truckmax.com) or 954 931-9901 cell.

Sincerely,



Robert J. Dollar

TruckMax, Inc

Truck Realty Group, LLC

3775 Interstate Realty, LLC

Keen-Dollar Enterprises, Inc





*Complete Advanced Water Treatment Solutions*

## LETTER OF RECOMMENDATION

March 05, 2021

To Whom it May Concern.

AHRENS designed and constructed our Corporate Office and Manufacturing Facility utilizing in house Architectural/Design Staff, Pre-Engineered Steel Building Assembly Crew, Project Management/Site Superintendent personnel.

Our facility was constructed utilizing a Pre-Engineered Building System with IMP insulated wall panels, fully air-conditioned manufacturing area with designated office space. Total square footage of the project is 10,005 sf. on 6,308 ac. This project was built in the City of Coral Springs and has a LEED Silver designation.

Mr. Richard Ahrens and his staff of highly qualified professionals walked us thru the process step by step. Mr. Gerald Holt, Project Manager and Brian Witt, Site Superintendent were a pleasure to work with regarding the day-to-day construction process.

We are extremely happy with the design and functionality of our facility. We want to thank the AHRENS TEAM for their hard work to get this project from a dream to a reality. Please do not hesitate to contact us as a reference for your upcoming project.

Sincerely,

Victor De Sousa  
President  
Advanced Equipment and Services Inc  
Cell 954-857-1895  
victor.desousa@advancees.com  
www.advancees.com

**ADVANCED EQUIPMENT AND SERVICES INC**  
12070 NW 40<sup>TH</sup> St. Coral Springs, FL USA – Phone 954-857-1895  
www.advancees.com



## TIMER POWERS PARK ARENA • INDIANTOWN, FL

### Project Description

This Design-Build project was developed by AHRENS in partnership ARC3 Architects and Metallic Building as the building designer of a 259 square foot clear span pre-engineered steel open horse arena with concrete sidewalks, spectator multi-level stands, and restroom pavilions.



#### FACILITY TYPE

Recreation, Equestrian Arena



#### CLIENT

Saint Lucie County



#### SIZE

259 SF



#### CONTRACT VALUE

\$1,450,000



#### COMPLETION DATE

August 2015

### Project Team

This project team has decades of experience delivering high quality professional services meeting government and municipal needs.



#### AHRENS COMPANIES

Richard Ahrens, General Contractor



#### AHRENS COMPANIES

Gerald Holt - Construction Project Manager



#### ANDREW MORGAN SERVICES

Andrew Morgan - Structural Engineer



#### METALLIC BUILDING SYSTEMS

Rob Marinella - Pre-engineered Building Design



## AWESOME TRUCK STOP • MIAMI, FL

### Project Description

This new Design-Build development is a mixed-use entertainment-retail-support complex of 2 buildings, dedicated to providing amenities for truck drivers and trucks maintenance support.

The main 3 story building offers a spa area, fitness, massage therapy services, retails, recreational game rooms, restaurant, bakery, and outdoor sport bar. The support building provides truck maintenance and drivers waiting area.

A parking area for 174 trucks was designed to provide electric chargers in all parking spaces.



#### FACILITY TYPE

Mixed Use Entertainment - Truck Support



#### CLIENT

Awesome Truck Stops



#### SPECIAL FEATURE

Pre-engineered Building System, Indoor/Outdoor Entertainment Activities, Sustainable Strategies



#### SIZE

Building: 23,000 SF ; Site: 11.87 Acres



#### AHRENS COMPANIES

Richard Ahrens, General Contractor



#### AHRENS COMPANIES

Alejandra Molina-Jackson,  
Architect – Interior Designer



#### AHRENS COMPANIES

Gerald Holt - Construction Project Manager



#### ANDREW MORGAN SERVICES

Andrew Morgan - Structural Engineer



## CORAL SPRINGS FORTY • CORAL SPRINGS, FL WAREHOUSE, PARTS ASSEMBLY & OFFICES

### Project Description

Situated in a prominent Coral Spring Industrial Business Park, this project is a Design-Build assembly warehouse facility where reverse osmosis water filtration systems are fabricated. The facility features administrative offices, a break-room, main workshop assembly area and additional space for lease.

 **CLIENT**  
Advanced Equipment and Services Inc.

 **SIZE**  
10,005 S.F.

 **SPECIAL FEATURE**  
Designed with an attractive stucco panelling to match surrounding buildings.

 **COMPLETION DATE**  
June 2020

 **CONTRACT VALUE**  
\$1.25 Million

### Project Team

Our team has extensive experience working with private clients who have specific design needs and budgetary requirements.



**AHRENS COMPANIES**  
Richard Ahrens, General Contractor



**AHRENS COMPANIES**  
Fernando Zabala - Architect



**AHRENS COMPANIES**  
Gerald Holt - Construction Project Manager



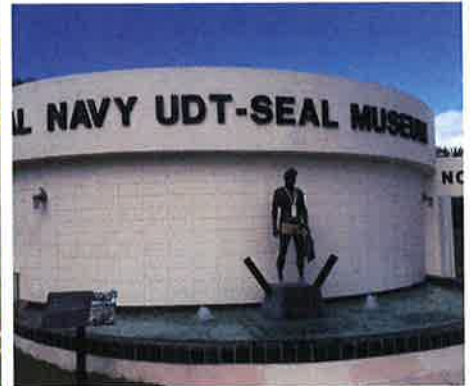
**ANDREW MORGAN SERVICES**  
Andrew Morgan - Structural Engineer



**DELTA FIRE SPRINKLERS**  
Chuck Montgomery - Fire Sprinkler System



**MESCO BUILDING SOLUTIONS**  
Rob Marinella - Pre-engineered Building Design



## NAVY SEAL MUSEUM • FORT PIERCE, FL

### Project Description

New addition to existing museum with exhibit areas, glass display areas, artifact storage and theater seating for 125 guests. New dining and concession area including site improvements.

 **FACILITY TYPE**  
Museum Theater

 **CLIENT**  
National Navy UTD Seal

 **CONTRACT VALUE**  
\$1.1 Million

 **SIZE**  
20,000 S.F.

### Project Team

The Navy Seal along with other government entities entrusts our design-build team to deliver the best professional services.

 **AHRENS COMPANIES**  
Richard Ahrens, General Contractor

 **AHRENS COMPANIES**  
Gerald Holt - Construction Project Manager

 **ANDREW MORGAN SERVICES**  
Andrew Morgan - Structural Engineer

 **DELTA FIRE SPRINKLERS**  
Chuck Montgomery - Fire Sprinkler System



## PALM BEACH GARDENS FIRE STATION #2

### Project Description

This innovative Design-Build project fire station facility was developed by AHRENS in partnership with AIA Architects & Planning utilizing pre-engineered steel building with state-of-the-art advanced materials for constructibility, LEED sustainability standards, energy and cost savings, featuring 3 sets of rapid release bi-fold doors, fuel island and triage evaluation area. It is a hybrid of conventional construction, self-sustaining, building with insulated metal exterior panels with A class 1 polyurethane foam core along with airtight components and built-in thermal breaks to reinforce hurricane resistance to 192 mph.



#### FACILITY TYPE

Government, Fire Station



#### CLIENT

City of Palm Beach Gardens



#### CONTRACT VALUE

\$2.6 Million



#### COMPLETION DATE

2016



#### SPACE

Conventional construction and pre-engineered building hybrid with rapid release bi-fold doors.

### Project Team

This project team has a long standing working relationship with the City of Palm Beach Gardens.



#### AHRENS COMPANIES

Richard Ahrens, General Contractor



#### MESCO BUILDING SOLUTIONS

Rob Marinella - Pre-engineered Building Design



#### ANDREW MORGAN SERVICES

Andrew Morgan - Structural Engineer



#### DELTA FIRE SPRINKLERS

Chuck Montgomery - Fire Sprinkler System



## PALM BEACH GARDENS TENNIS CENTER

### Project Description

Palm Beach Gardens Tennis Clubhouse was developed by AHRENS as the design-builder in partnership with OLC Architecture as the architect. This 2 stories sustainable building provides services to the tennis players, a restaurant with commercial kitchen, bathrooms and lockers room, 2 multipurpose rooms for several activities and a viewing terrace facing the tennis courts. It is traditional construction complying with some environmental and energy efficiency strategies.

### Project Team

This project team has a long standing working relationship with the City of Palm Beach Gardens.



#### AHRENS COMPANIES

Richard Ahrens, General Contractor



#### AHRENS COMPANIES

Gerald Holt - Construction Project Manager



#### FACILITY TYPE

Tennis Center



#### CLIENT

City of Palm Beach Gardens



#### CONTRACT VALUE

\$3.7 million



#### COMPLETION DATE

2020



#### SPACE

14,402 S.F.



## PALM BEACH GARDENS PUBLIC SERVICE OPERATIONS CENTER

### Project Description

This new Design-Build Operations Center is a government facility featuring innovative administrative offices, workstations, break-rooms, and multiple large maintenance bays that will house the City of Palm Beach Garden's Public Works Department.



#### FACILITY TYPE

Government, Palm Beach Gardens



#### CLIENT

Palm Beach Gardens



#### SIZE

39,410 S.F.



#### SPECIAL FEATURE

Value Engineered, saving the City of Palm Beach Gardens hundreds of thousands of dollars.



#### COMPLETION DATE

September 2019

### Project Team

Our team has extensive experience working with design-build government and commercial warehousing facilities.



#### AHRENS COMPANIES

Richard Ahrens, General Contractor



#### AHRENS COMPANIES

Fernando Zabala - Architect



#### AHRENS COMPANIES

Gerald Holt - Construction Project Manager



#### ANDREW MORGAN SERVICES

Andrew Morgan - Structural Engineer



#### DELTA FIRE SPRINKLERS

Chuck Montgomery - Fire Sprinkler System



#### MESCO BUILDING SOLUTIONS

Rob Marinella - Pre-engineered Building Design





## SEBASTIAN HANGAR A, B & C • SEBASTIAN, FL

### Project Description

These Design-Build project was developed by AHRENS in partnership with the city's architect Michael Baker International consisting of 3 similar pre-engineered metal hangar buildings, each with six (6) bays and two (2) lean-to units. Each includes a 58'-0" w X 20'-0" h electric hydro swing door, trench drain system with oil-water separator, fire sprinkler and alarm systems.



**FACILITY TYPE**  
Government, Hangar / Aircraft Manufacturing



**CLIENT**  
The City of Sebastian



**SIZE**  
15,693 S.F. each, includes office and hangar



**CONTRACT VALUE**  
Totals at \$3,884,641.80



**COMPLETION DATE**  
Hangar A&B - 2009/2010 ; Hangar C - July 17, 2017

### Project Team

This project team has experience working with the City of Sebastian taking their original design and bringing it back into budget on hangar C.



**AHRENS COMPANIES**  
Richard Ahrens, General Contractor



**MBV ENGINEERING, INC.**  
Aaron Bowles, P.E - Civil Engineer



**ANDREW MORGAN SERVICES**  
Andrew Morgan - Structural Engineer



**MESCO BUILDING SOLUTIONS**  
Rob Marinella - Pre-engineered Building Design



**DELTA FIRE SPRINKLERS**  
Chuck Montgomery - Fire Sprinkler System

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses



Year 2021  
 U.S. Department of Labor  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you make for each category. Then write the totals below, making sure you've added the entries from every page of this Log. If you had no cases write "0".

Employers, former employees, and their representatives have the right to review the OSHA Form 300, its copy. They also have limited access to the OSHA Form 300 or its equivalent. See 29 CFR 1904.35, at OSHA's Recordkeeping rule. For further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	(G)	Total number of cases with job transfer or restriction	0	(H)	Total number of cases with days away from work	2	(I)	Total number of other recordable cases	2	(J)
------------------------	---	-----	--	---	-----	--	---	-----	--	---	-----

Number of Days

Total number of days away from work	0	(K)	Total number of days of job transfer or restriction	0	(L)
-------------------------------------	---	-----	---	---	-----

Injury and Illness Types

Total number of:	(M)	(1) Injury	2	(4) Poisoning	0
		(2) Skin Disorder	0	(5) Hearing Loss	0
		(3) Respiratory Condition	0	(6) All Other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this aspect of the data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3044, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment Information**

Your establishment name: Atriums Companies City: Lake Park State: Florida Zip: 33403

Street: 1461 Kronic Road

Industry description (e.g., Manufacture of motor truck trailers): Dependure General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715): \_\_\_\_\_

OR, North American Industrial Classification (NAICS), if known (e.g., 336212): 2 3 6 2 2 0

**Employment Information**

Annual average number of employees: 25

Total hours worked by all employees last year: 61,724

Sign here: \_\_\_\_\_

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

B. Daniels Company executive HR Title \_\_\_\_\_

561-832-2824 Phone \_\_\_\_\_ 271/2022 Date \_\_\_\_\_



# OSHA

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## Inspection Detail

Case Status: **CLOSED**

Inspection: **1471114.015 - Ahrens Enterprises Llc**

### Inspection Information - Office: Ft. Lauderdale

Nr: 1471114.015    Report ID: 0418800    Open Date: 03/25/2020  
Ahrens Enterprises Llc  
3191 Jet Center Terrace  
Fort Pierce, FL 34946    Union Status: NonUnion  
SIC:  
NAICS: 236220/Commercial and Institutional Building Construction  
Mailing: 1461 Kinetic Road, Lake Park, FL 33403  
Inspection Type:    Prog Related  
Scope:    Complete    Advanced Notice:    N  
Ownership:    Private  
Safety/Health:    Safety    Close Conference:    03/25/2020  
Emphasis:    P:Fall, L:Fall    Close Case:    10/20/2020

Case Status: **CLOSED**

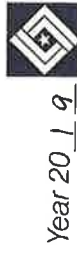
### Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2			1		3
Current Violations	2			1		3
Initial Penalty	\$20,241	\$0	\$0	\$757	\$0	\$20,998
Current Penalty	\$14,169	\$0	\$0	\$530	\$0	\$14,699
FTA Amount	\$0	\$0	\$0	\$0	\$0	\$0

### Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	<b>01001</b>	Serious	19260453 B02 IV	09/22/2020	10/20/2020	\$4,723	\$6,747	\$0		I - Informal Settlement
2.	<b>01002</b>	Serious	19260760 A01	09/22/2020	10/20/2020	\$9,446	\$13,494	\$0		I - Informal Settlement
3.	<b>02001</b>	Other	19260760 D01	09/22/2020	10/20/2020	\$530	\$757	\$0		I - Informal Settlement

# Summary of Work-Related Injuries and Illnesses



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	1 (J)

## Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

## Injury and Illness Types

Total number of (M)	(4) Poisonings
1	0
0	0
0	0

- (1) Injuries
- (2) Skin disorders
- (3) Respiratory conditions
- (4) Poisonings
- (5) Hearing loss
- (6) All other illnesses

## Establishment information

Your establishment name Artem Companies  
 Street 1461 Kinetic Road  
 City Lake Park State FL ZIP 33403

Industry description (e.g., *Manufacture of motor trucks trailers*)  
Design/Build General Construction  
 Standard Industrial Classification (SIC), if known (e.g., 3715)  
1522  
 OR

North American Industrial Classification (NAICS), if known (e.g., 336212)  
236226

## Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 25  
 Total hours worked by all employees last year 47,375

## Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Walter E. Chon vice President  
 Signature of Employer  
304 839-2888 Phone  
1/31/2020 Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3664, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



# OSHA's Form 301

## Injury and Illness Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

### Information about the employee

- 1) Full name Johannie Crockett
- 2) Street 900 Avenue H, Apt 1  
City Riviera Beach State FL ZIP 33404
- 3) Date of birth 08/11/81
- 4) Date hired 05/03/17
- 5)  Male  Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_  
St Mary's Medical Center
- 7) If treatment was given away from the worksite, where was it given?  
Facility St Mary's Medical Center
- Street 901 45th Street
- City W. Palm Beach State FL ZIP 33407

8) Was employee treated in an emergency room?

- Yes
- No

9) Was employee hospitalized overnight as an in-patient?

- Yes
- No

Completed by Walter Almas  
 Title Vice President Date 1/31/2020  
 Phone (771) 831-2822

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness 06/24/19
- 12) Time employee began work 07:30 AM / PM
- 13) Time of event 09:05 AM / PM  Check if time cannot be determined
- 14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."  
Moving a roof panel

15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."  
Sharp edge of roof panel cut through glove

16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."  
finger laceration

17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.  
metal roof panel

18) If the employee died, when did death occur? Date of death \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	2 (I)	1 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
127 (K)	2 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	2	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room 15-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2018

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name AHRENS ENTERPRISES, INC db/a AHRENS COMPANIES

Street 1461 Kinetic Road

City Lake Park

State FL

Zip 32403

Industry description (e.g., Manufacture of motor truck trailers)

COMMERCIAL CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 5 2 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

### Employment information

Annual average number of employees 35

Total hours worked by all employees last year 62,468.50

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

JUDY AHRENS  
Company executive

Vice President  
Title

561-835-2822

Phone

28-Apr-18

Date



OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2018

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name

Ahrens Enterprises, Inc d/b/a Ahrens Companies

Identify the person

City

State

FL

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:							
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Remained at work (J)	Away From Work (K)	On job transfer or restriction (L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)		
1001	DONTAY PETERKIN	STEEL CREW	2/9/2018	IN BUCKET LIFT	METAL PANEL BEING CARRIED OVERHEAD HIT HEAD CAUSING NECK AND RIGHT SHOULDER	0	1	1	0	31	35	1	0	0	0	0	0	0	0
1002	WILFREDO PANTOJA	STEEL CREW	2/15/2018	Exiting Lift standing on PEMB Perfin	FELL 20 FEET FROM SCISSOR LIFT ONTO PILES OF INSULATION AND METAL RAILS AND PAVEMENT CAUSING BROKEN RIB, BRUISED LIVER AND BACK PAIN.	0	1	1	0	96	15	1	0	0	0	0	0	0	0
<b>Page totals</b>						0	0	0	0	127	50	2	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 301 Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by	Judy Ahrens
Title	Vice President
Phone	(561) 839-2822
Date	4/28/2019

## Information about the employee

- 1) Full Name **DONTAY PETERKIN**
- 2) Street 5720 Banana Road  
City West Palm Beach State FL Zip 33413
- 3) Date of birth 11/24/1979
- 4) Date hired May 18, 2017
- 5)  Male  Female

## Information about the physician or other health care professional

- 6) Name of physician or other health care professional  
Sunil Parikh MD, MD Now Urgent Care
- 7) If treatment was given away from the worksite, where was it given?  
Facility MD Now Urgent Care  
Street 207 Palm Beach Lakes Blvd.  
City West Palm Beach ST FL Zip 33409

## Information about the case

- 10) Case number from the Log N/A (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness 2/9/2018
- 12) Time employee began work 7:30 a.m. AM/PM
- 13) Time of event 12:30 p.m. AM/PM  Check if time cannot be determined  
\*Please do not include any personally identifiable information (PII) pertaining to workers involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.

- \*14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."  
Dontay was in a lift basket with Co worker at the controls of the lift. They were bringing up a metal panel to install to the underside of a canopy.
- \*15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."  
The panel shifted and bumped Dontay in the head causing his head/neck to bend suddenly. Worker developed soreness in neck, shoulder over time.

- \*16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome"  
Strained/Sprained Neck and Shoulder on right side. Pain in neck and right shoulder.

- \*17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.  
Metal Panel

- 18) If the employee died, when did death occur? Date of death  
N/A

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 301 Injuries and Illnesses Incident Report



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

### Information about the employee

- 1) Full Name WILFREDO PANTOJA
- 2) Street 410 Puritan Road  
City West Palm Beach State FL Zip 33405
- 3) Date of birth 10/16/1966
- 4) Date hired 17-Apr-97
- 5)  Male  
 Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional  
Unknown
- 7) If treatment was given away from the worksite, where was it given?

Facility Broward County Medical Center  
Street 1600 S. Andrews Avenuc  
City Ft. Lauderdale State ST Zip 33316

- 8) Was employee treated in an emergency room?  
 Yes  
 No
- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  
 No

Completed by Judy Ahrens  
Title Vice President  
Phone (561) 839-2822 Date 4/28/2019

This Injury and Illness Incident Report is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the Log of Work-Related Injuries and Illnesses and the accompanying Summary, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Information about the case

- 10) Case number from the Log N/A (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness 2/15/2018
- 12) Time employee began work 7:30 A.M. AM/PM
- 13) Time of event 11:51 A.M. AM/PM  Check if time cannot be determined  
\*Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.

\*14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Wilfredo exited the lift basket and was standing on a metal perlin to adjust roofing insulation when he lost his footing and fell to the ground.

\*15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."  
Wilfredo lost his footing while standing on the perlin while adjusting roofing insulation. Employee was wearing his harness but was not clipped off.

\*16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."  
Wilfredo sustained fractured ribs on his left side and a fractured vertebrae in his back along with sholder strain.

\*17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.  
falling to the ground and landing on some rolls of insulation.

18) If the employee died, when did death occur? Date of death  
N/A

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35 in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths (G) 0 Total number of cases with days away from work (H) 0 Total number of cases with job transfer or restriction (I) 0 Total number of other recordable cases (J) 0

### Number of Days

Total number of days away from work (K) 0 Total number of days of job transfer or restriction (L) 0

### Injury and Illness Types

Total number of... (M)  
 (1) Injury 0 (4) Poisoning 0  
 (2) Skin Disorder 0 (5) Hearing Loss 0  
 (3) Respiratory Condition 0 (6) All Other Illnesses 0

### Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2017

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Industry description (e.g. Manufacture of motor truck trailers)  
 SIC 3722, NAICS 336110

Standard Industrial Classification (SIC; if known (e.g. SIC 3715))  
 OR North American Industrial Classification (NAICS; if known (e.g. 336212))

### Employment information

Annual average number of employees \_\_\_\_\_  
 Total hours worked by all employees last year \_\_\_\_\_

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Edley Owen  
 Company Executive  
 Phone 639-2003 Date \_\_\_\_\_

# Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity, or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employees health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2017

U.S. Department of Labor  
Occupational Safety and Health Administrator

Form approved OMB no. 1218-017

Establishment name Ahrens Enterprises, Inc d/b/a Ahrens Companie

City Lake Park State Fl

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Enter the number of days the injured or ill worker was:					Check the "injury" column or choose one illness:														
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Remained at work (J)	Other recordable cases (K)	Away From Work (days) (L)	On job transfer or restriction (days) (M)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)								
<b>NO INJURIES TO REPORT</b>												0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Page totals</b>												0	0	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 301 Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

## Information about the employee

- 1) Full Name NO INCIDENTS TO REPORT FOR 2017
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5)  Male  Female

## Information about the case

- 10) Case number from the Log \_\_\_\_\_  
(Transfer the case number from the Log after you record the case.)
  - 11) Date of injury or illness \_\_\_\_\_
  - 12) Time employee began work \_\_\_\_\_ AM/PM
  - 13) Time of event \_\_\_\_\_ AM/PM  Check if time cannot be determined
- \*Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.
- \*14) **What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific.** Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

## Information about the physician or other health care professional

- 6) Name of physician or other health care professional \_\_\_\_\_

- \*15) **What happened? Tell us how the injury occurred.** Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

- 8) Was employee treated in an emergency room?  
 Yes  No
- 9) Was employee hospitalized overnight as an in-patient?  
 Yes  No

Completed by	<u>Judy Abbott</u>
Title	<u>Miss President</u>
Phone	<u>551-831-2822</u>
Date	<u>2/1/2018</u>

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

- \*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
- 18) **If the employee died, when did death occur? Date of death**



## LITIGATION

### **Ahrens v. The Greene School (Project completed on time) Litigation on going**

**Suit Filed:** 9/20/2018

**Allegations:** Filed Lien for Non-Payment / Breach of Contract

**Insurance Company Reserve:** None at this time

**Insurance Co. Representation:**

**Ahrens Attorney:**

Derrevere, Stevens, Black & Cozad

Cristopher S. Rapp / Jon Derrevere

2005 Vista parkway, Suite 210

West Palm Beach, FL 33411

**The Greene School Attorney:**

Levine, Kellogg, Lehman, Schneider+Grossman

201 South Biscayne Blvd.

Stuart Grossman / Jason Kellogg

22<sup>nd</sup> Floor, Citigroup Center

Miami, FL 33131

305-403-8788 / fax 305-403-8789

Project completed. Owner did not pay last 2 draws or retainage. Suit for Breach of Contract.

### **The Greene School V. Ahrens Companies - Litigation on going**

**Suit Filed:** November 11, 2018

**Allegations:** 558 deficiency filed by client to counter Ahrens Lien for non-payment

**Insurance Company Reserve:** See Attached Loss Run

**Insurance Co. Representation:** Kabuki Drapper Agency (CNA)

**Ahrens Attorney:**

Derrevere, Stevens, Black and Cozad

Cristopher S. Rapp and Jon Derrevere

**The Greene School Attorney:**

Levine, Kellogg, Lehman, Schneider+Grossman

Stuart Grossman / Jason Kellogg



## LITIGATION

### **Ahrens Companies vs. Phillip Johnson Concrete CLAIM OF DEFECTIVE WORK**

**July 26, 2019**

ACK MARTIN COUNTY, LLC / KOZAN LOT 4  
5700 GROUPER LANE, PORT SALERNO INDUSTRIAL PARK  
STUART, FL

Phillip Johnson, Inc / Concrete Subcontractor

Subcontracted Concrete forming, placing, finishing defective work. Excessive cracking in slab(s) is apparent. Owner is not accepting work. Subcontractor has filed a claim with their carrier. Colony Insurance.

**Ahrens Companies Attorney**

Treasure Coast Legal

Gerrald Herrmann (772) 349-9205

### **ACK Martin County, LLC vs Ahrens Companies File# 108150018 5700 Grouper Lane, Port Salerno Industrial Park**

**May 29, 2020**

Filed Suit for Defective work by Subcontractor. Breach of Contract.

**Ahrens Companies Attorney**

Treasure Coast Legal

Gerrald Herrmann (772) 349-9205

**ACK Martin County, LLC Attorney**

John Cartwright

(7872) 287-4444



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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CONSTRUCTION CONTRACT**

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer



has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.



### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

**5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

**5.02 Use of Site and Other Areas**

**A. Limitation on Use of Site and Other Areas:**

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.



- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

## 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the



policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.02 *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.03 *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
  - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
  - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or



exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
  - a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

- Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
  - D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
  - E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during



or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes



other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
  4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
    - c. Contractor has failed to provide and maintain required bonds or insurance;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
    - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - f. the Work is defective, requiring correction or replacement;
    - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - h. the Contract Price has been reduced by Change Orders;
    - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
    - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
    - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
    - l. there are other items entitling Owner to a set off against the amount recommended.
  - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount



remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### *17.01 Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### *18.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### *18.02 Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### *18.03 Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



**00800**  
**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) have the meanings assigned to them in the General Conditions.

**PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS**

**SC-2.01 Delivery of Bonds and Evidence of Insurance**

**Delete paragraph 2.01 C. of the General Conditions in its entirety and insert the following in its place:**

C. This subsection is not needed.

**SC-3.03 Reporting and Resolving Discrepancies**

**Delete the paragraph 3.03 A.3 in its entirety and insert the following in its place:**

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or unless Contractor reasonably should have known of such conflict, error, ambiguity or discrepancy.

**SC-4.01 Commencement of Contract Time; Notice to Proceed**

**Delete the last sentence of paragraph 4.01 A. of the General Conditions and insert the following in its place:**

In no event will the Contract Time commence to run later than the 120th day after the day of the Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier, unless agreed otherwise by Owner and Contractor in writing.

**SC-5.03 Subsurface and Physical Conditions**

**Delete paragraphs 5.03 A. and 5.03 B. in of the General Conditions in their entirety and insert the following in their place:**

**5.03 Subsurface and Physical Conditions**

A. Reports and Drawings: Division 1: General Requirements of the Specifications shall identify those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the site and drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any Technical Data contained in such reports that is specifically referenced in Division 1: General Requirements as Technical Data that can be relied on by Contractor. Except as indicated above, Contractor shall have full responsibility with respect to subsurface and physical conditions at the site.

B. Contractor may rely on the technical data as set forth in subsection A above, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may

not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any Technical data or any such other data, interpretations, opinions, or information.

#### **SC-5.06 Hazardous Environmental Conditions at Site**

**Delete paragraphs 5.06 A., 5.06 B. and 5.06 I. in of the General Conditions in their entirety and insert the following in their place:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. This subsection is not needed.
- I. This subsection is not needed.

#### **SC-6.01 Performance, Payment and Other Bonds**

**Add the following language at the end of Paragraph 6.01 A.:**

In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat.

#### **SC-6.02 Insurance – General Provisions**

**Add the following language at the end of Paragraph 6.02 C.:**

Contractor shall deliver the required certificates of insurance prior to the commencement of any Work at the site. All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall be "claims made" and contain the name of the Project.

#### **SC-6.03 Contractor's Insurance**

**Delete the following language in Paragraph 6.03 G.:**

G. *Additional insureds*: The Contractor's commercial general liability, ~~automobile liability~~, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

**Add the following new paragraph immediately after Paragraph 6.03 J.:**

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under Paragraphs 6.03 A.1. and 6.03 A.2. of the General Conditions:

State: Statutory

Applicable Federal (e.g. Longshoreman's and Harbor Workers' Compensation, Maritime, Jones Act, etc.): Statutory

Employer's liability:

Bodily injury, each accident \$1,000,000

Bodily injury by disease, each employee \$1,000,000

Bodily injury/disease aggregate \$1,000,000

2. Contractor's Commercial General Liability under paragraphs 6.03 B. and 6.03 C. of the General Conditions:

General Aggregate \$3,000,000

Products and Completed Operations Aggregate \$3,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

3. Automobile Liability under paragraph 6.03 D. of the General Conditions:

Combined Single Limit of \$1,000,000

4. Excess or Umbrella Liability under paragraph 6.03 E. of the General Conditions:

Per Occurrence \$If applicable

General Aggregate \$If applicable

#### **SC-6.04 Owner's Liability Insurance**

**Delete paragraphs 6.04 A. and 6.04 B. of the General Conditions in their entirety and insert the following in their place:**

A. This Subsection is not needed.

B. This subsection is not needed.

#### **SC-6.05 Property Insurance**

**Add the following language at the end of paragraph 6.05 C.:**

The maximum deductible amount for any insurance required under paragraph 6.05 shall be \$5,000.00.

#### **SC-6.06 Waiver of Rights**

**Delete paragraphs 6.06 B. and 6.06 C. of the General Conditions in their entirety and insert the following in their place:**

- B. This Subsection is not needed.
- C. This subsection is not needed.

#### **SC-7.01 Supervision and Superintendence**

**Add the following language at the end of paragraph 7.01 B.:**

The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

#### **SC-7.07 Patent Fees and Royalties**

**Delete paragraph 7.07 B. and insert the following in its place:**

- B. This subsection is not needed.

#### **SC-7.08 Permits**

**Add the following language at the end of paragraph 7.08 A.:**

Contractor shall obtain and pay for the following permits:

1. City of Lake Worth Building Permit. Include in the bid amount a 3-percent of appropriate items permit fee based on the bid cost. This permit fee amount will be adjusted based on the actual fee charged and the difference credited, as applicable.
2. Any other applicable permits.

#### **SC-7.18 Indemnification**

**Delete paragraph 7.18 A. and insert the following in its place:**

- A. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to hold harmless and indemnify the City as set forth in this section. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the required "Specific Consideration" therefore. Nothing contained in the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor shall the Contract Documents be construed as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.

#### **SC-10.03 Project Representative**

**Add the following new paragraph immediately after paragraph 10.03 A.:**

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work. However, if the Engineer does furnish a Resident Project Representative per

paragraph 10.03 of the General Conditions, the duties, etc. of the representative shall be as provided in the Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative as included in the Project Manual. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity shall be presented at the Preconstruction Conference or as otherwise set forth in the Project Manual.

#### **SC-10.04 Rejecting Defective Work**

**Add the following language at the end of paragraph 10.04 A.:**

- A. Engineer also has the authority to disapprove or reject Work which Engineer believes will not produce a completed Project that conforms to the Contract documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

#### **SC-11.04 Change of Contract Price**

**Delete paragraphs 11.04 C.2.c. and 11.04 C.2.e. in their entirety and insert the following in their place:**

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to ten percent of such net decrease; and

#### **SC-13.03 Unit Price Work**

**Delete paragraph 13.03 E. in its entirety and insert the following in its place:**

- E. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

#### **SC-16.03 Owner May Terminate for Convenience**

**Add the following new paragraph immediately after paragraph 16.03 B.:**

- C. If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination but may be entitled to all items as authorized herein.

#### **SC-18.07 Controlling Law**

**Delete paragraph 18.07 A. in its entirety and insert the following in its place:**

- A. This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

## **PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS**

1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

- a. Construction Payment And Performance Bond (00620).
- b. Notice of Compliance with Chapter 556, Florida Statutes (00630).
- d. Contractor's Affidavit to Owner (00670).
- e. Form of Application for Payment (00680).

END OF SECTION

**00820**  
**SPECIAL CONDITIONS**

**CITY OF LAKE WORTH BEACH PROCUREMENT DIVISION REQUIREMENTS**

**SPC-1 APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Purchasing Manager 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.

**SPC-2 RIGHT TO INSPECT PLANT**

The City 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 City.

**SPC-3 RIGHT TO AUDIT RECORDS**

- 1) **Audit of Cost or Pricing Data:** The City 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 five (5) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The City 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 five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) 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 five (5) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and

- B) Requiring the contractor and subcontractor at any tier to provide to the City, 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.

**SPC-4 CONTRACTOR’S START OF WORK & CHANGE OF SCOPE**

- 1) The Contractor shall not perform work without a Purchase Order.
- 2) The Contractor shall not work out of scope without a signed, issued change order to the purchase order, authorizing the additional work and any change to the period of performance (Construction Contract Time).

**SPC-5 APPROPRIATION OF FUNDS**

This project is subject to approval and appropriation of funds by the City of Lake Worth Beach City Commission.

**SPC-6 BUILDING PERMIT FEE**

A building permit fee equal to 3-percent of the accepted bid shall be included in the project costs. See Supplemental Conditions paragraph SC-7.08 for further details.

**SPC-7 CONE OF SILENCE**

All communications shall be in accordance with the City of Lake Worth Beach Code of Ordinances, Section 2-112(k), Cone of Silence.

**SPC-8 ADDITIONAL AND SUPPLEMENTAL DISCLOSURE REQUIREMENTS**

Any applicant coming before the City of Lake Worth Beach City Commission for an award of a contract with the City and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract in accordance with the City of Lake Worth Beach Code of Ordinances, Chapter 2, Article XII Code of Ethics, Section 2-101(2). All applicants shall complete the City’s Campaign Contribution Statement.



**00840**  
**LISTING OF THE DUTIES, RESPONSIBILITIES AND**  
**LIMITATIONS OF AUTHORITY OF THE**  
**RESIDENT PROJECT REPRESENTATIVE**

ENGINEER may furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. RPR may only be part time on site, and CONTRACTOR shall coordinate with RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

**A. GENERAL**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

**B. DUTIES AND RESPONSIBILITIES OF RPR**

1. **SCHEDULES:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **CONFERENCES AND MEETINGS:** Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **LIAISON:**
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. **SHOP DRAWINGS AND SAMPLES:**
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. MODIFICATIONS: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. RECORDS:
  - a. Maintain at the job site or ENGINEER's office files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. REPORTS:
  - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident witnessed by RPR or that was otherwise made known to RPR.
10. PAYMENT REQUESTS: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to

ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. COMPLETION:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

### **C. LIMITATIONS OF AUTHORITY**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

**IFB #22-105**

**Harold Grimes Memorial Park  
Improvement Project**

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**01000**

**Palm Beach County Department of Housing & Economic Development  
Requirements for Federally Funded Projects Documentation**

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

<b>PROJECT NAME:</b>	City of Lake Worth Beach - Harold Grimes Memorial Park
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ 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)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- 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
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Other Requirements: E-Verify Employment Eligibility

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

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

**3. Forms for the successful bidder, to be submitted after contract award:**

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

**4. Reports to be submitted to DHED by Subrecipient/ Contractor after contract award:**

- Contract Award Report (HUD Form 2516) 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
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

**5. Davis-Bacon Act:**

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

<b>Wage Decision(s) No.:</b>	FL20220130 Heavy Mod 1 02252022
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

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

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%

Area covered:                      Palm Beach County                      All trades for the life of the project

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

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

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

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, 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.

**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 therefore, 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 non-segregated 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).

**BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

**1. BID GUARANTEE**

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument 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. PERFORMANCE BOND**

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**3. PAYMENT BOND**

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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. 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.

**PUBLIC ENTITY CRIMES**

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

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

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

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

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

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

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

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

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

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

**SECTION 3 CLAUSE**

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. 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.
2. The parties to this contract agree to comply with HUD’s requirements in 24 CFR Part 75, 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 75 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 75, 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 75. 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 75.
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 75 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 75.
6. Noncompliance with HUD’s regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

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

**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 there under.
- (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.

\* \* \* \* \*



**OTHER REQUIREMENTS**

**E-VERIFY EMPLOYMENT ELIGIBILITY**

Pursuant to section 448.095, Florida Statutes, Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of a copy of their proof of registration in the E-Verify system.

If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

The contractor shall maintain a copy of such affidavit for the duration of the contract.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

- (1) He is President/CEO of Ahrens Enterprises, Inc. dba AHRENS Companies, the Bidder that has submitted a Bid to perform work for the following project:  
Contract #: ITB#22-105 Project Name: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project
- (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: Richard C. Ahrens

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 19th day of April, 2022 by

Richard C. Ahrens, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: Michele Ball-Vaughn

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

Commission No. HH166616



MICHELE BALL-VAUGHN  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Richard C. Ahrens who, after being by me first duly sworn, deposes and says:

(1) I am Richard C. Ahrens of Ahrens Enterprises, Inc. dba AHRENS Companies the bidder that has submitted a proposal to perform work for the following project:

Contract #: ITB#22-105 Project Name: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project

(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: Richard C. Ahrens

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 19th day of April 2022 by Richard C. Ahrens, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



**MICHELE BALL-VAUGHN**  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

Notary Signature: Michele Ball-Vaughn

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

Commission No. HH166616

**PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) He/she is the Qualifying General Contractor of Ahrens Enterprises, Inc. dba AHRENS Companies referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC025760 Expiration Date: August 31, 2022  
who submitted a proposal to perform work for the following project:

Contract #: ITB#22-105 Project Name: City of Lake Worth Harold Grimes Memorial Park Improvement Project

- (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: [Handwritten Signature]

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 19th day of April 2022 by Gerald Holt, who is  personally known to me or  who has produced as identification.

NOTARY SEAL:



**MICHELE BALL-VAUGHN**  
Notary Public  
State of Florida  
Comm# HH166616  
Expires 9/21/2025

Notary Signature: [Handwritten Signature]  
Notary Name: Michele Ball-Vaughn  
Notary Public-State of Florida  
Commission No. \_\_\_\_\_


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: City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project

Company Name and Address: Ahrens Enterprises, Inc. dba AHRENS Companies  
1461 Kinetic Road  
Lake Park Florida 33403

  
Signature

Richard C. Ahrens, President/CEO  
Name and Title

April 19, 2022  
Date

**WORKFORCE PROJECTION**

<b>PROJECT NAME:</b>	Ahrens Enterprises, Inc. dba AHRENS Companies
----------------------	---

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

**POWER EQUIPMENT OPERATORS**

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

**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
- Laborer - Common or General
- Laborer - Roof Tear off
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other:

Submitted by: Richard C. Ahrens  
Richard C. Ahrens

Date: April 19, 2022



**STATEMENT AND ACKNOWLEDGMENT**

OMB Control Number: 9000-0066  
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

**PART I - STATEMENT OF PRIME CONTRACTOR**

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME		a. NAME			
b. STREET ADDRESS		b. STREET ADDRESS			
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
d. STATE		e. ZIP CODE			
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

**SUBMIT THIS FORM IN ELECTRONIC FORMAT  
USING THE FILE PROVIDED**

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

**PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR**

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Construction Wage Rate Requirements and Related Regulations	Construction Wage Rate Requirements Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility
---	--

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C
B	D

15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING					

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1413 (REV. 4/2013)**  
Prescribed by GSA/FAR (48 CFR) 53.222(e)





**Section 3 - Acknowledgment and Intent to Comply**

*(HUD Regulation, 24 CFR Part 75)*

<b>Name of Subrecipient</b>			
<b>Business Address, City, State, &amp; Zip</b>			
<b>Business Phone Number</b>		<b>Contact Email</b>	
<b>Primary Contact Name</b>			
<b>Primary Contact Phone Number</b>		<b>Title</b>	

<b>Name of Contractor or Subcontractor</b>			
<b>Business Address, City, State, &amp; Zip</b>			
<b>Business Phone Number</b>		<b>Contact Email</b>	
<b>Primary Contact Name</b>			
<b>Primary Contact Phone Number</b>		<b>Title</b>	

**If awarded a HUD funded agreement and/or contract:**

- A. Insert the required Section 3 Clause language into all contracts and subcontracts associated with the federal funded projects;
- B. Is under no contractual or other impediment that would prevent it from complying with the requirements of Section 3 as set forth in 24 CFR Part 75; and
- C. Comply with HUD’s regulations in 24 CFR Part 75; and
- D. Submit all required and/or requested Section 3 documentation to include, but not limited to, total labor hours performed by Section 3 and Targeted Section 3 workers, total labor hours for the project, certifications of Section 3 and Targeted section 3 workers, and certifications for Section 3 business concerns; and
- E. Will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75; and
- F. Maintain documentation for the time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

We are (I am) committed to comply with the HUD Section 3 regulation and DHED Section 3 requirements. It is our (my) desire to ensure compliance, *to the greatest extent feasible*, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

<p><b>Subrecipient:</b></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Contractor/Subcontractor:</b></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

### Section 3 Business Concern Application

A Section 3 Business concern is defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period: 1. At least 51 percent owned and controlled by low- or very low-income persons, 2. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or 3. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

Business Information				
Business Name				
Business Address, City, State, & Zip				
Business Phone Number		Business Website		
Primary Contact Name				
Primary Contact Phone Number		Email		
Type of Business (Check applicable box):				
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture (JV)	<input type="checkbox"/> Non-profit

Business – Number of Employees:				
Full-time: _____	Part-time: _____	Total: _____	Section 3 Employees: _____	

**Section 3 Certification Category**

Please select one of the three categories below to complete your Section 3 Business Concern verification including all required documentation *as documented within the last six months.*

<input type="radio"/> <b>Category 1 – 51% or more ownership by low- or very low income persons (required information):</b>	
<input type="checkbox"/> Complete Section 3 Worker Certification for each Business Owner	

<input type="radio"/> <b>Category 2 – Over 75% of Labor Hours Performed by Section 3 Workers for previous 3 month period (required information):</b>	
<input type="checkbox"/> List of all current employees	<input type="checkbox"/> Complete Attachment 3 – Worker Verification
<input type="checkbox"/> Complete Labor Hours Verification (Excel File)	

<input type="checkbox"/> <b>Category 3 – 51% or more ownership by Public Housing or Section 8 Residents (required information):</b>	
<input type="checkbox"/> Complete Section 3 Worker Certification for each Business Owner	<input type="checkbox"/> Submit public housing or Sec. 8 documentation

Name & Title		Ownership %	Section 3 Owner	
Name			Yes	No
Title		%	<input type="checkbox"/>	<input type="checkbox"/>

<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>

**Signature and Acknowledgement**

I, being a duly authorized representative of the applicant, do hereby attest that the statements, documents, and responses provided with this Section 3 Business concern certification are true and correct to the best of my knowledge. I further understand that additional information prior to, during, and at any time after Section 3 Certification has been submitted may be requested.

Name of Applicant (Business): \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

**Section 3 Worker Certification**

A Section 3 worker is any worker who currently fits, or when hired **within the past five years** fit, at least one of the following categories, as documented: 1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (see chart below); 2. The worker is employed by a Section 3 business concern; or 3. The worker is a YouthBuild participant.

A Section 3 Targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who: (1) is employed by a Section 3 business concern; or (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or (ii) A YouthBuild participant.

**West Palm Beach and Boca Raton MSA FY2021 - \$80,200 Median Family Income Effective Date: April 1, 2021**

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
<b>Income Very Low</b>	\$30,000	\$34,250	\$38,550	\$42,800	\$46,250	\$49,650	\$53,100	\$56,500
<b>Income Low</b>	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500	\$84,950	\$90,450

Individual Information			
Name			
Home Street Address			
City, State & Zip			
Phone Number		Email Address	

Certification – Income and Residency			
Individual Income (is based on your previous or annualized calendar year and your family size)	Family Size		
Is your annual household income at or below the above listed incomes for low- and very low-income?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
I am currently a participant in a YouthBuild program or was on or after 11/30/2020.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
I am currently working for a certified Section 3 business concern.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
I currently live within the service area or the neighborhood of the project based on a 1-mile radius or within an <u>area</u> that encompasses a population of 5,000 people.		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 3 workers’ labor hours may count for five years from when their status as a Section 3 worker is established, pursuant to 24 CFR 75.31. For purposes of reporting the labor hours for Section 3 workers, an employer may choose whether to define the workers as Section 3 workers for a five-year period at the time of the workers’ hire, or when the workers are first certified as meeting the Section 3 worker definition. The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers hired prior to November 30, 2020 may be certified for a five-year period beginning November 30, 2020.

I certify that my answers are true and complete to the best of my knowledge.

Employed with \_\_\_\_\_ Hire Date: \_\_\_\_\_  
(Business Name)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 3 Labor Hours Summary Report** *(regulation 24 CFR Part 75)*

<b>1. Submitting Business Name:</b>	<b>2. Project Name:</b>	<b>3. Project Address / Location</b>

<b>4. Contact Person</b>	<b>5. Contact Number:</b>	<b>6. Contact Email Address</b>

<b>7. Reporting Period (Pay Week):</b>	<b>8. Date Report Submitted:</b>	<b>9. Project Dates:</b> (Start Date - End Date)

<b>10. Total Awarded Amount:</b>	<b>11. Funding Program Name and Amount: (HOME, CDBG, &amp; CDBG-CV)</b>		
	HOME:	CDBG:	CDBG-CV:

Columns A,B, C, E, and F are automatically filled in from their corresponding excel sheet/tab.

	A	B	C	D	E	F
	Business Name	All Workers Labor Hours	Section 3 Workers Labor Hours	% of Section 3 Worker Labor Hours	Targeted Section 3 Workers Labor Hours	Section 3 Trainees (If yes, enter "1")
1		0	0	#DIV/0!	0	0
2		0	0	#DIV/0!	0	0
3		0	0	#DIV/0!	0	0
4		0	0	#DIV/0!	0	0
5		0	0	#DIV/0!	0	0
6		0	0	#DIV/0!	0	0
7		0	0	#DIV/0!	0	0
8		0	0	#DIV/0!	0	0
9		0	0	#DIV/0!	0	0
10		0	0	#DIV/0!	0	0
11		0	0	#DIV/0!	0	0
12		0	0	#DIV/0!	0	0
	<b>TOTAL</b>	0	0	#DIV/0!	0	0

**SUBMIT THIS FORM IN ELECTRONIC FORMAT  
USING THE FILE PROVIDED**

**Section 3 Labor Hours Verification (prior 3-month period) (24 CFR Part 75)**

Please complete the form below for your entire workforce labor hours for a **3-month period**.

**1. Submitting Business Name:** **2. Business Street Address, City, State, and Zip Code**

--	--

**4. Contact Person** **5. Contact Number** **6. Contact Email Address**

--	--	--

**7. Reporting Period (prior 3-months -"Month, Month, and Month")** **8. Date Report Submitted**

--	--

	A	B	C	D	E	F	G
	Months	Enter the Month		Enter the Month		Enter the Month	
Worker Name	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	
1 Worker Name 1							
2 Worker Name 2							
3 Worker Name 3							
4 Worker Name 4							
5 Worker Name 5							
6 Worker Name 6							
7 Worker Name 7							
8 Worker Name 8							
9 Worker Name 9							
10 Worker Name 10							
11 Worker Name 11							
12 Worker Name 12							
13 Worker Name 13							
14 Worker Name 14							
15 Worker Name 15							
16 Worker Name 16							
17 Worker Name 17							
18 Worker Name 18							
19 Worker Name 19							
20 Worker Name 20							
21 Worker Name 21							
22 Worker Name 22							
23 Worker Name 23							
24 Worker Name 24							
25 Worker Name 25							
26 Worker Name 26							
27 Worker Name 27							
28 Worker Name 28							
29 Worker Name 29							
30 Worker Name 30							
<b>TOTAL</b>	0	0	0	0	0	0	
<b>Section 3 Labor Hours Percentage</b>		#DIV/0!		#DIV/0!		#DIV/0!	

I certify that the total workforce labor hours and Section 3 workers labor hours provided are true and accurate. I will provide supporting documentation (i.e. certified payrolls, etc.) if requested.

**Print Name**

**Signature**

**Title**

**Date**

**SUBMIT THIS FORM IN ELECTRONIC FORMAT  
USING THE FILE PROVIDED**

**REQUIRED USE OF THE LABOR COMPLIANCE  
REPORTING SYSTEM (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/ subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System (LCRS) for this project. The Subrecipient's contractors/ subcontractors will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/ or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/ developers.

**USER RESPONSIBILITIES**

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

**DISCLAIMER OF WARRANTIES FOR LCRS**

LCRS and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LCRS and its licensors do not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet PBC/DHED's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by PBC/DHED through the service will meet PBC/DHED's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to PBC/DHED strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by LCRS and its licensors.



**DISPLAY OF POSTERS AND WAGE DECISION**

The contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility 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 Department of Housing and Economic Sustainability.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act (English)
- Employee Rights Under the Davis-Bacon Act (Spanish)
- applicable Wage Decision(s)
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Sustainability at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout 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 Department of Housing and Economic Sustainability.

**FEDERAL LABOR STANDARDS PROVISIONS****U. S. Department of Housing and Urban Development**

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: 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 <https://www.dol.gov/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 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



**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.



**Department of Housing &  
Economic Development**

Capital Improvements, Real Estate,  
& Inspection Services

100 Australian Avenue, Suite 500

West Palm Beach, FL 33406

(561) 233-3600

[www.pbcgov.com/hes](http://www.pbcgov.com/hes)

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Board of County  
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Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

January 4, 2022

Felipe Lofaso  
Assistant Director, Public Works  
City of Lake Worth Beach  
1749 3<sup>rd</sup> Ave South  
Lake Worth, FL 33460

**Re: City of Lake Worth Beach  
CDBG - Harold Grimes Memorial Park Improvements  
Technical Assistance Advisement**

Mr. Lofaso,

This letter is to advise you that technical assistance is available to you for the review of your proposed Bid Package and Procurement requirements for your project. Before awarding the project, DHED recommends that you submit your proposed bid package for the above referenced project for Review/ Technical Assistance. Failure to follow proper Procurement and Bid processes may result in the County not being able to reimburse you for any funds paid out for the project.

The Bid & Award Process is subject to the following:

1. Procurement Requirements: All bid packages shall comply with all applicable procurement requirements established in our agreement for this project.
2. Federal Requirements: A set of "Requirements for Federally Funded Projects" including but not limited to, applicable wage decision(s), forms to be completed and submitted by all bidders, reports, forms for subcontractors, and regulations has been issued for this project. The set of "Requirements for Federally Funded Projects" must be incorporated into your bid package and be provided to all contractors responding to the bid solicitation. The set of requirements must be included in the prime contract and all sub-contracts.
3. Performance Dates: Notify DHED of the bid advertising date and the bid opening date. Ensure that the project duration per your bid documents, is in correlation with meeting the performance requirements of our Agreement.
4. Wage Decision: Confirm the current wage decision with DHED before finalizing your bid documents. If the applicable wage decision(s) changes more than 10 days before the bid opening date, the changes are required to be incorporated into the bid and contract documents in lieu of the previous wage decision(s) originally used. If a contract is not awarded within 90 days after bid opening, a new wage decision may apply.

5. Bid Addenda: All addenda must be included in the bid package
6. Bonds: The use of Federal funds triggers the requirement for bid guarantees, performance bonds, and payment bonds. For contracts exceeding the Simplified Acquisition Threshold, or the Subrecipient's threshold, whichever is lower, a bid guarantee (equivalent to five percent (5%) of the bid price) is required from each bidder. The "bid guarantee" needs to 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 execute such contractual documents as may be required, within the time specified upon acceptance of the bid. In addition, for contracts exceeding the Simplified Acquisition Threshold, or the Subrecipient's threshold, whichever is lower, Performance Bond and a Payment Bond (each for one hundred percent (100%) of the contract amount) are required. A corporate surety company of recognized standing, authorized to do business in the State of Florida, needs to execute all bonds. The above requirements for bid guarantees, performance bonds, and payment bonds do not apply to contracts not exceeding the Simplified Acquisition Threshold or the Subrecipient's threshold, whichever is lower.
7. Observing the Published Bid Opening Time and Place: Your procurement for this project needs to follow the formal competitive bid process as established in 2 CFR Part 200. In the grant agreement for projects you agree to comply with the stated code. Accordingly, you must scrupulously observe the published bid opening time and place. It is the sole responsibility of the bidder to ensure that their bid arrives at the designated location prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bidders shall not be allowed to modify their bids after the published bid opening time.
8. Posting of Award Recommendation: You must publicly post recommended awards for review at the location where bids were received prior to final approval. Award recommendations shall remain posted for a period of five (5) business days. You must provide a copy of the bid posting summary to bidders who request such a copy.
9. Protest Procedures: Bid protest procedures are provided by the Subrecipient's Policies and Procedures in accordance with 2 CFR Part 200. Protests must be submitted in accordance with the Subrecipient's purchasing requirements. Protest procedures should be outlined in the bid and/ or a link provided where the bidders can find and review the required protest procedures.
10. Contract Award Approval: Upon the receipt of bids, the posting of your award recommendation, and upon completion of the protest procedure, please request DHED approval to award the construction contract. Please ensure that you do not send your request to us until after you have made a recommendation to award and allowed for protests.

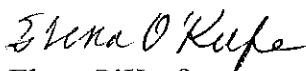
Your request shall be in the form of a letter as follows:

- identify the entity to whom you recommend contract award
- state the contract amount that you recommend
- state whether any bids were rejected and why
- provide a bid summary sheet
- provide a copy of the recommended contractor's bid bond, if applicable
- provide a copy/ proof of your newspaper advertisement
- provide a copy of the Federal forms included in "Requirements for Federally Funded Projects" fully executed by the recommended contractor.

11. Section 3: Assure that Section 3 requirements are followed, and advise DHED of your efforts to comply with the Section 3 requirements applicable to this project. In this regard, please see the section referencing Section 3 in the "Requirements for Federally Funded Projects" included with the Agreement.
12. Monthly Narrative Report and Monthly Meeting: Monthly reports are required per our agreement, to be submitted by the 5th of each month, beginning from the Agreement start date. Monthly reports should contain a projection of project expenditure. There will also be a Monthly Meeting or Conference Call to discuss the project progress (to be scheduled).
13. All brand name products referenced to be provided as part of project, must have an "or approved equal" clause

Should you have any questions, please contact me at 561-233-3616.

Sincerely,



Elena O'Keefe  
Project Coordinator II  
CIREIS

"General Decision Number: FL20220130 02/25/2022

Superseded General Decision Number: FL20210130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC0728-006 09/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	12.98

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 ENGI0487-014 07/01/2013

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static- Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80



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IRON0402-003 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.50	14.66

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LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

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PAIN0452-007 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.96	11.05

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\* SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
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	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

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

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"



This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

### Community Development Programs

**1. Grantee:** Enter the name of the unit of government submitting this report.

**3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

**7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

**7b. Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

**7c. Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor.

The "other" category includes supply, professional services and all other activities except construction and education/training activities.

**7d. Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.

When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very Low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 person or more owned by low-income residents;

or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents; include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller an larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction

### Multifamily Housing Programs

**1. Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report.

**3. Contact Person:** Same as item 3 under CPD Programs.

**4. Reporting Period:** Check only one period.

**5. Program Code:** Enter the appropriate program code.

**7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

**7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

**7c. Type of Trade:** Same as item 7c. under CPD Programs.

**7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. Only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts expected during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

### Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

**1. Project Owner:** Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.

**3. Contact Person:** Same as item 3 under CPD Programs.

**4. Reporting Period:** Check only one period.

**5. Program Code:** Enter the appropriate program code.

**7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

**7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

**7c. Type of Trade:** Same as item 7c. under CPD Programs.

**7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

**Palm Beach County  
Department of Housing and Economic Development**

**SECTION 3 HANDBOOK**





**SECTION 3 GUIDELINES****INTRODUCTION**

Section 3 is a provision of the Housing and Urban Development Act of 1968, as amended, 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.

On November 30, 2020, HUD's Section 3 Final Rule became effective and is codified at 24 CFR 75. The new Section 3 regulation still aims to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent.

Section 3 is activated when construction and rehabilitation projects receive at least \$200,000 of federal Housing and Community Development financial assistance or \$100,000 from the Lead Hazard Control and Healthy Homes Program. Section 3 requirements apply to the entire project regardless of other non-HUD sources of funds. Recipients or contractors are not required to hire Section 3 Workers or award contracts to Section 3 businesses other than what is needed to complete a covered project. The recipient and its contractors are required to submit Section 3 report information.

As a condition of receiving HUD housing and community development program funds, recipients, subrecipients, contractors, and subcontractors must comply with the requirements of Section 3. HUD has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

These guidelines have been prepared to provide information and guidance to Section 3 recipients, subrecipients, contractors, and subcontractors on how comply with the Section 3 regulations. This guide should not be treated as a comprehensive recitation of the Section 3 Act and regulations (24 CFR Part 75). It is a summary of the pertinent provisions and focuses on the requirements imposed on the developer, general contractor, and subcontractor receiving funds that trigger Section 3. Developers, general contractors, and subcontractors bear the responsibility to familiarize themselves with the Section 3 Act (24 CFR Part 75) and regulations prior to accepting Section 3 covered assistance.

**APPLICABILITY/COVERED PROJECTS**

According to 24 CFR Part 75, Section 3 recipients, subrecipients, contractor, and subcontractors are required to provide employment, training and contracting opportunities to Section 3 Workers or Section 3 Business Concerns. However, the Section 3 requirements are not imposed upon a recipient who does not engage in hiring or training, but instead awards contracts to developers and general contractors that hire and train in connection with Section 3 covered projects.

According to the Section 3 regulations, these recipients may comply with Section 3 by ensuring that the developers, general contractors, and subcontractors receiving Section 3 Covered Assistance comply with the Section 3 Act.

Financial assistance includes, but is not limited to, CDBG, CDBG-DR, CDBG-MIT, NSP, Section

108, RHP, HOME Investment Partnership (HOME), Housing Trust Fund (HTF), Emergency Solutions Grants (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Section 202 Direct Loan Program for Housing for the Elderly, Section 811 Supportive Housing for Persons with Disabilities, Lead Abatement Grants, and other HUD Notice of Funding Opportunities (NOFO) grants.

Covered projects apply to a housing rehabilitation, housing construction or other public construction project agreement, contract, and/or subcontract no matter which portion of the project is funded in part or in whole with HUD assisted funds. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

Section 3 requirements do not apply to projects assisted with housing and community development financial assistance that do not include housing rehabilitation, housing construction or other public construction (e.g., funds used for direct homebuyer assistance or tenant-based rental assistance). Pursuant to 24 CFR 75.3(b), Section 3 requirements also do not apply to materials-only contracts or contracts that do not require any labor. Professional service jobs are defined in 24 CFR 75.5 as “non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.” These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers.

## **DEFINITIONS**

### **Recipient:**

Recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. Recipients do NOT include any ultimate beneficiary under the HUD program that Section 3 applies (i.e., residents or laborers); and does NOT refer to contractors.

### **Subrecipient:**

A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

### **Section 3:**

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

### **Section 3 Worker:**

A section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD for low- or very low-income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

**Targeted Section 3 Worker:**

For Public Housing Financial Assistance projects, a Targeted Section 3 worker is one who is:

1. A worker employed by a Section 3 Business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. A resident of public housing or Section 8-assisted housing
  - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - c. A YouthBuild participant.

For Housing and Community Development Financial assistance projects, a Targeted Section 3 worker is one who is:

1. A worker employed by a Section 3 Business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within the service area or the neighborhood of the project, as defined in § 75.5; or
  - b. A YouthBuild participant.

**Section 3 Business Concern:**

A Section 3 Business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior threemonth period are performed by Section 3 workers; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**RECIPIENT/SUBRECIPIENT RESPONSIBILITIES**

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:

**Designing and implementing procedures to comply with the requirements of Section 3:**

Recipient agencies must take an *active role* in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

**Facilitating the training and employment of Section 3 workers:**

The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

**Facilitating the award of contracts to Section 3 business concerns:**

The recipient agency must also work to link developers and contractors with capable Section 3

business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

**Ensuring Contractor and Subcontractor Awareness of and Compliance with Section 3 Benchmarks and responsibilities:**

The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

**Ensuring Compliance and Meeting Numerical Benchmarks:**

Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

**REPORTING REQUIREMENTS**

**1. Reporting of Labor Hours:**

- a. For section 3 projects, recipients must report in a manner prescribed by HUD:
  - i. The total number of labor hours worked;
  - ii. The total number of labor hours worked by Section 3 workers; and
  - iii. The total number of labor hours worked by Targeted Section 3 workers.
- b. Section 3 workers' and Targeted section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR 75.31.
- c. The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- d. Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- e. Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

**2. Additional reporting if Section 3 benchmarks are not met:**

If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors

and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- a. Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- b. Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- c. Direct, on-the job training (including apprenticeships).
- d. Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- e. Technical training such as arranging for, contracting for, or paying tuition for, off-site training.
- f. Outreach efforts to identify and secure bids from Section 3 business concerns.
- g. Technical assistance to help Section 3 business concerns understand and bid on contracts.
- h. Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- i. Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- j. Held one or more job fairs.
- k. Provided or connected residents with supportive services that can provide direct services or referrals.
- l. Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- m. Assisted residents with finding childcare.
- n. Assisted residents to apply for/or attend community college or a four-year educational institution.
- o. Assisted residents to apply for or attend vocational/technical training.
- p. Assisted residents to obtain financial literacy training and/or coaching.
- q. Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- r. Provided or connected residents with training on computer use or online technologies.
- s. Other. Specify:

IDIS provides an empty text box next to "Other" to give grantees the option of entering a description about efforts taken that are not included in the list of qualitative efforts provided. Examples of qualitative efforts not included in the checklist displayed in IDIS are:

- a. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- b. Promoted the use of a business registry designed to create opportunities for disadvantaged and small business.
- c. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

#### **DISCLOSURE OF APPLICABILITY**

Recipients, subrecipients, contractors, and subcontractors 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. Recipients, subrecipients, contractors, and subcontractors 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 Recipient's, subrecipient's, contractor's, and subcontractor's office for review by any bidder.

### **CONTRACT PROVISIONS**

Recipients must include language applying Section 3 requirements in any recipient, subrecipient, contractor, and subcontractor agreement and/or contract for a Section 3 project.

Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient, subrecipient, contractor, and/or subcontractor agreements, program regulatory agreements, or contracts.

### **SECTION 3 CLAUSE IN EVERY CONTRACT**

Every agreement and/or contract awarded by Recipients subrecipients, contractors, and/or subcontractors 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 agreement/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 agreement/contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this agreement/contract, the parties to this agreement/contact certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The subrecipient/assisted entity/contractor agrees to send to each labor organization or representative of workers with which the subrecipient/assisted entity/contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the subrecipient/assisted entity/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 subrecipient/assisted entity/contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The subrecipient/assisted entity/contractor will not subcontract with any subcontractor where the subrecipient/assisted entity/contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

5. The subrecipient/assisted entity/contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the agreement/contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
6. Noncompliance with HUD'S regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**BENCHMARKS:**

1. Recipients, subrecipients, contractors, and subcontractors will be considered to have complied with the requirements, in the absence of evidence to the contrary if they:
  - a. Certify that they have followed the prioritization effort in 24 CFR 75.19; and
  - b. Meet or exceed the applicable Section 3 benchmarks.
2. Section 3 benchmarks consist of the following two ratios:
  - a. The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project.
  - b. The number of labor hours worked by Targeted Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project.
3. The benchmark for Section 3 workers is set at 25% or more of the total number of labor hours worked by all workers on a Section 3 project.
4. The benchmark for Targeted section 3 workers is set at 5% or more of the total number of labor hours worked by all workers on a Section 3 project.

In evaluating compliance, if a recipient, subrecipient, contractor, and/or subcontractor has not met the benchmark requirements set forth above but can provide evidence that they have made a number of qualitative efforts in the nature of its activities and those its contractors and subcontractors pursued (see Reporting Requirements (2) above) then the recipient, subrecipient, contractor, and/or subcontractor is considered to be in compliance with Section 3, absent evidence to the contrary.

**PREFERENCES FOR EMPLOYMENT AND TRAINING OPPORTUNITIES:**

1. Employment and Training
  - a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients, subrecipients, contractors, and/or subcontractors covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or Nonmetropolitan County) in which the project is located.

- b. Where feasible, priority for opportunities and training described in paragraph (1)(a) of this section should be given to:
    - i. Section 3 workers residing within the service area or the neighborhood of the project, and
    - ii. Participants in YouthBuild programs
2. Contracting
- a. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients, subrecipients, contractors, and/or subcontractors covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or Nonmetropolitan County) in which the project is located.
  - b. Where feasible, priority for contracting opportunities described in paragraph (1)(b) of this section should be given to:
    - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
    - ii. YouthBuild programs

Nothing in the above shall be construed to require the employment of a Section 3 Resident and/or a Section 3 Business concern who does not meet the qualifications of the position to be filled or work to be performed.

### **SECTION 3 CERTIFICATION**

#### 1. Section 3 Worker

- a. Any person seeking Section 3 preference shall complete the Section 3 Worker Certification. The person seeking Section 3 preference shall provide adequate documentation. A worker may qualify as a Section 3 worker through one of the following certifications:
  - i. A worker's self-certification that their income is below HUD's income limit from the prior calendar year.
  - ii. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing.
  - iii. Certification from a public housing authority (PHA), or an owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant based Section 8-assisted housing that the worker is a participant in one of their programs.
  - iv. An employer's certification that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
  - v. An employer's certification that the worker is employed by a Section 3 business concern.

#### 2. Targeted Section 3 Worker

- a. Any person seeking Targeted Section 3 preference shall complete the Section 3 Worker Certification. The person seeking Section 3 preference shall provide adequate documentation. A worker may qualify as a Targeted Section 3 worker by meeting the Section 3 worker requirements above and at least one of the following certifications:
  - i. An employer's confirmation that a worker's residence is within one mile of



the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census,

- ii. An employer's certification that the worker is employed by a Section 3 business concern, or
- iii. A worker's self-certification that the worker is a YouthBuild participant.

### 3. Section 3 Business Concern

- a. Any Business seeking Section 3 preference shall complete the Section 3 Business Concern Certification. The business seeking Section 3 Business concern shall provide adequate documentation. This is a self-certification, and Section 3 Business concerns ultimately bear the responsibility of maintaining their Section 3 status and complying with all related HUD regulations. A Section 3 business concern is defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period:
  - i. At least 51 percent owned and controlled by low- or very low-income persons,
  - ii. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or
  - iii. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

### **RECORD KEEPING**

The Department of Housing and Economic Development is available to provide technical assistance to recipients, subrecipients, contractors, and subcontractors participating in projects that are triggered by Section 3 requirements (24 CFR Part 75).

Recipients, subrecipients, contractors, and subcontractors are required to maintain and/or provide documentation to demonstrate compliance with the regulations including, but not limited to, documentation that shows hours worked by section 3 workers, Targeted section 3 workers, and any qualitative efforts to comply with Section 3 and be consistent with other recordkeeping requirements in 2 CFR Part 200.

Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

1. For a worker to qualify as a Section 3 worker, one of the following must be maintained:
  - a. A worker's self-certification that their income is below the income limit from the prior calendar year;
  - b. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
  - c. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
  - d. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
  - e. An employer's certification that the worker is employed by a Section 3 business concern.
2. For a worker to qualify as a Targeted Section 3 worker, one of the following must be

maintained:

- a. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- b. An employer's certification that the worker is employed by a Section 3 business concern; or
- c. A worker's self-certification that the worker is a YouthBuild participant.

The documentation described above must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

A recipient, subrecipient, contractor, and subcontractor may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

### **COMPLAINTS**

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

### **ADDITIONAL INFORMATION**

#### **Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents:**

1. Entering into "first sources" hiring agreements with organizations representing Section 3 Residents.
2. Sponsoring a HUD certified "Step-Up" employment and training program for Section 3 Residents.
3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 Residents in the building trades.
4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in 135.34) reside.
5. Advertising the training and employment positions by posting flyers (which identify the position to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other subrecipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
6. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD- assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

7. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
8. Arranging assistance in conducting job interviews and the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
9. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a subrecipient or contractor representative or representatives.
10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
11. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
12. Consulting with State and local agencies administering training programs funded through TPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for the HA's or contractor's training and employment positions.
13. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
14. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 Business Concerns identified in part 135), that will undertake, on behalf of the HA, other subrecipients or contractor, the efforts to match eligible and qualified Section 3 Residents with the training and employment positions that the HA or contractor intends to fill.
15. For an HA, employing section residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and 905.201(a)(6).)
16. Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.
17. Undertaking job counseling, education and related programs in association with local educational institutions.
18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
19. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 Residents to be trained or employed on the Section 3 covered assistance.
20. Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

**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.

**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.

**Section 3 - Acknowledgment and Intent to Comply**

*(HUD Regulation, 24 CFR Part 75)*

<b>Name of Subrecipient</b>			
<b>Business Address, City, State, &amp; Zip</b>			
<b>Business Phone Number</b>		<b>Contact Email</b>	
<b>Primary Contact Name</b>			
<b>Primary Contact Phone Number</b>		<b>Title</b>	

<b>Name of Contractor or Subcontractor</b>			
<b>Business Address, City, State, &amp; Zip</b>			
<b>Business Phone Number</b>		<b>Contact Email</b>	
<b>Primary Contact Name</b>			
<b>Primary Contact Phone Number</b>		<b>Title</b>	

**If awarded a HUD funded agreement and/or contract:**

- A. Insert the required Section 3 Clause language into all contracts and subcontracts associated with the federal funded projects;
- B. Is under no contractual or other impediment that would prevent it from complying with the requirements of Section 3 as set forth in 24 CFR Part 75; and
- C. Comply with HUD’s regulations in 24 CFR Part 75; and
- D. Submit all required and/or requested Section 3 documentation to include, but not limited to, total labors hours performed by Section 3 and Targeted Section 3 workers, total labor hours for the project, certifications of Section 3 and Targeted section 3 workers, and certifications for Section 3 business concerns; and
- E. Will not contract/subcontract with ant contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75; and
- F. Maintain documentation for the time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

We are (I am) committed to comply with the HUD Section 3 regulation and DHED Section 3 requirements. It is our (my) desire to ensure compliance, *to the greatest extent feasible*, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

<p><b>Subrecipient:</b></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Contractor/Subcontractor:</b></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**Section 3 Business Concern Application**

A Section 3 Business concern is defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period: 1. At least 51 percent owned and controlled by low- or very low-income persons, 2. More than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or 3. At least 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

Business Information				
<b>Business Name</b>				
<b>Business Address, City, State, &amp; Zip</b>				
<b>Business Phone Number</b>		<b>Business Website</b>		
<b>Primary Contact Name</b>				
<b>Primary Contact Phone Number</b>		<b>Email</b>		
Type of Business (Check applicable box):				
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture (JV)	<input type="checkbox"/> Non-profit

Business – Number of Employees:			
Full-time: _____	Part-time: _____	Total: _____	Section 3 Employees: _____

**Section 3 Certification Category**

Please select one of the three categories below to complete your Section 3 Business Concern verification including all required documentation *as documented within the last six months.*

<input type="radio"/> <b>Category 1 - 51% or more ownership by low- or very low income persons (required information):</b>	
<input type="checkbox"/> Complete Section 3 Worker Certification for each Business Owner	

<input type="radio"/> <b>Category 2 – Over 75% of Labor Hours Performed by Section 3 Workers for previous 3 month period (required information):</b>	
<input type="checkbox"/> List of all current employees	<input type="checkbox"/> Complete Attachment 3 – Worker Verification
<input type="checkbox"/> Complete Labor Hours Verification (Excel File)	

<input type="checkbox"/> <b>Category 3 – 51% or more ownership by Public Housing or Section 8 Residents (required information):</b>	
<input type="checkbox"/> Complete Section 3 Worker Certification for each Business Owner	<input type="checkbox"/> Submit public housing or Sec. 8 documentation

Name & Title		Ownership %	Section 3 Owner	
<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>

<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b>		%	Yes	No
<b>Title</b>			<input type="checkbox"/>	<input type="checkbox"/>

**Signature and Acknowledgement**

I, being a duly authorized representative of the applicant, do hereby attest that the statements, documents, and responses provided with this Section 3 Business concern certification are true and correct to the best of my knowledge. I further understand that additional information prior to, during, and at any time after Section 3 Certification has been submitted may be requested.

Name of Applicant (Business): \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_ Date of Signature: \_\_\_\_\_



# Palm Beach County      Department of Housing and Economic Development

## Section 3 Worker Certification

A Section 3 worker is any worker who currently fits, or when hired **within the past five years** fit, at least one of the following categories, as documented: 1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see chart below); 2. The worker is employed by a Section 3 business concern; or 3. The worker is a YouthBuild participant.

A Section 3 Targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who: (1) is employed by a Section 3 business concern; or (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or (ii) A YouthBuild participant.

### West Palm Beach and Boca Raton MSA FY2021 - \$80,200 Median Family Income Effective Date: April 1, 2021

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
<b>Income Very Low</b>	\$30,000	\$34,250	\$38,550	\$42,800	\$46,250	\$49,650	\$53,100	\$56,500
<b>Income Low</b>	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500	\$84,950	\$90,450

Individual Information			
<b>Name</b>			
<b>Home Street Address</b>			
<b>City, State &amp; Zip</b>			
<b>Phone Number</b>		<b>Email Address</b>	

Certification – Income and Residency			
Individual Income (is based on your previous or annualized calendar year and your family size)	Family Size		
Is your annual household income at or below the above listed incomes for low- and very low-income?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
I am currently a participant in a YouthBuild program or was on or after 11/30/2020.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
I am currently working for a certified Section 3 business concern.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
I currently live within the service area or the neighborhood of the project based on a 1-mile radius or within an area that encompasses a population of 5,000 people.		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 3 workers' labor hours may count for five years from when their status as a Section 3 worker is established, pursuant to 24 CFR 75.31. For purposes of reporting the labor hours for Section 3 workers, an employer may choose whether to define the workers as Section 3 workers for a five-year period at the time of the workers' hire, or when the workers are first certified as meeting the Section 3 worker definition. The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers hired prior to November 30, 2020 may be certified for a five-year period beginning November 30, 2020.

I certify that my answers are true and complete to the best of my knowledge.

Employed with \_\_\_\_\_ Hire Date: \_\_\_\_\_  
(Business Name)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 3 Labor Hours Summary Report** (*regulation 24 CFR Part 75*)

<b>1. Submitting Business Name:</b>	<b>2. Project Name:</b>	<b>3. Project Address / Location</b>

<b>4. Contact Person</b>	<b>5. Contact Number:</b>	<b>6. Contact Email Address</b>

<b>9. Project Dates:</b>		
<b>7. Reporting Period (Pay Week):</b>	<b>8. Date Report Submitted:</b>	<b>(Start Date - End Date)</b>

<b>10. Total Awarded Amount:</b>	<b>11. Funding Program Name and Amount: (HOME, CDBG, &amp; CDBG-CV)</b>		
	<b>HOME:</b>	<b>CDBG:</b>	<b>CDBG-CV:</b>

Columns A,B, C, E, and F are automatically filled in from their corresponding excel sheet/tab.

	A	B	C	D	E	F	
	Business Name	All Workers Labor Hours	Section 3 Workers Labor Hours	% of Section 3 Worker Labor Hours	Targeted Section 3 Workers Labor Hours	% of Targeted Section 3 Worker Labor Hours	Section 3 Trainees (If yes, enter "1")
1		0	0	#DIV/0!	0	#DIV/0!	0
2		0	0	#DIV/0!	0	#DIV/0!	0
3		0	0	#DIV/0!	0	#DIV/0!	0
4		0	0	#DIV/0!	0	#DIV/0!	0
5		0	0	#DIV/0!	0	#DIV/0!	0
6		0	0	#DIV/0!	0	#DIV/0!	0
7		0	0	#DIV/0!	0	#DIV/0!	0
8		0	0	#DIV/0!	0	#DIV/0!	0
9		0	0	#DIV/0!	0	#DIV/0!	0
10		0	0	#DIV/0!	0	#DIV/0!	0
11		0	0	#DIV/0!	0	#DIV/0!	0
12		0	0	#DIV/0!	0	#DIV/0!	0
	<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>	<b>0</b>	<b>#DIV/0!</b>	<b>0</b>

### Section 3 Labor Hours Verification (prior 3-month period) (24 CFR Part 75)

Please complete the form below for your entire workforce labor hours for a **3-month period**.

**1. Submitting Business Name:**      **2. Business Street Address, City, State, and Zip Code**

--	--

**4. Contact Person**                              **5. Contact Number**                              **6. Contact Email Address**

--	--	--

**7. Reporting Period (prior 3-months - "Month, Month, and Month")**                              **8. Date Report Submitted**

--	--

	A	B	C	D	E	F	G
	Months	Enter the Month		Enter the Month		Enter the Month	
Worker Name	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	All Workers Labor Hours	Section 3 Workers Labor Hours	
1	Worker Name 1						
2	Worker Name 2						
3	Worker Name 3						
4	Worker Name 4						
5	Worker Name 5						
6	Worker Name 6						
7	Worker Name 7						
8	Worker Name 8						
9	Worker Name 9						
10	Worker Name 10						
11	Worker Name 11						
12	Worker Name 12						
13	Worker Name 13						
14	Worker Name 14						
15	Worker Name 15						
16	Worker Name 16						
17	Worker Name 17						
18	Worker Name 18						
19	Worker Name 19						
20	Worker Name 20						
21	Worker Name 21						
22	Worker Name 22						
23	Worker Name 23						
24	Worker Name 24						
25	Worker Name 25						
26	Worker Name 26						
27	Worker Name 27						
28	Worker Name 28						
29	Worker Name 29						
30	Worker Name 30						
	<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Section 3 Labor Hours Percentage</b>		<b>#DIV/0!</b>		<b>#DIV/0!</b>		<b>#DIV/0!</b>

I certify that the total workforce labor hours and Section 3 workers labor hours provided are true and accurate. I will provide supporting documentation (i.e. certified payrolls, etc.) if requested.

**Print Name**

**Title**

**Signature**

**Date**

# STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0066  
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
		d. STATE	e. ZIP CODE		
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDFIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION			
10a. NAME OF PERSON SIGNING		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING					

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C			
B		D			
15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING					

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** May 19, 2022

**DEPARTMENT:** Golf and Financial Services

**TITLE:**

Resolution No. 33-2022 Tenth Operating Budget Amendment to appropriate \$10,000 of fund balance to replenish an operating account used to make an emergency purchase of golf cart batteries.

**SUMMARY:**

The current golf cart fleet needs replacement batteries while the City waits for the new golf carts to arrive.

**BACKGROUND AND JUSTIFICATION:**

In August, 2018, the City entered into a four-year delivery and purchase agreement with E-Z-Go Division of Textron, Inc., and master lease agreement with PNC Equipment Finance for the lease of 70 golf carts for the Lake Worth Municipal Golf Course. Due to the COVID-19 restrictions on Golf cart usage the current golf cart batteries could not keep up with the usage demand and have become faulty. With the battery shortage, the cost increase to fix the current fleet, and the fleet at the end of its useful life, the City investigated alternative options to replace its current fleet and keep up with the demand for golf carts.

In December 2021 the Commission authorized a purchase agreement with Club Car, LLC, to provide 70 Electric Tempo Lithium Ion Golf Carts to the Lake Worth Beach Municipal Golf Course and the lease financing agreement with De Lage Landen Public Finance, LLC, to finance the purchase. The new fleet is not expected to arrive until late May of 2022.

During the transition period between golf cart fleets numerous carts have become faulty and have required repairs to keep up with the demand for golf carts. The budget transfer will cover the cost for the faulty carts.

**MOTION:**

Move to approve/disapprove Resolution No. 33-2022 Tenth Operating Budget Amendment to appropriate \$10,000 of fund balance to replenish an operating account used to make an emergency purchase of golf cart batteries.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution No. 33-2022  
Exhibit A

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	10,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
404-8030-575.34-50	Recreation	Golf Course	Contractual Services/Other	N/A	645,728	258.97	10,000	0	10,258.97

1  
2  
3       **RESOLUTION NO. 33-2022, TENTH BUDGET AMENDMENT OF**  
4       **THE CITY OF LAKE WORTH BEACH, A MUNICIPAL**  
5       **CORPORATION OF THE STATE OF FLORIDA, MAKING**  
6       **SEPARATE AND SEVERAL BUDGET AMENDMENTS AND**  
7       **CORRESPONDING APPROPRIATIONS FOR THE CITY'S**  
8       **NECESSARY OPERATING EXPENSES, THE USES AND**  
9       **EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF**  
10       **THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021**  
11       **AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN**  
12       **EFFECTIVE DATE.**

13  
14       WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously  
15       adopted the Fiscal Year (FY) 2022 Annual Operating Budget pursuant to  
16       Resolution No. 60-2021 on September 27, 2021;

17       WHEREAS, the City finds it is necessary and essential to amend the FY  
18       2022 Annual Operating Budget as set forth in this Resolution; and

19       WHEREAS, adoption of the FY 2022 Annual Operating Budget  
20       amendments set forth herein serves a valid public purpose.

21       NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF  
22       THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

23  
24       Section 1.   The above recitals are hereby ratified and confirmed as being true  
25       and correct and are hereby incorporated into this Resolution.

26  
27       Section 2.   As hereinafter stated in this Resolution, the term "fiscal year" shall  
28       mean the period of time beginning October 1, 2021, and ending and including  
29       September 30, 2022.

30  
31       Section 3   The funds and available resources and revenues that are set out  
32       and attached as Exhibit "A" and incorporated herein by reference, be, and the  
33       same hereby are, appropriated to provide the monies to be used to pay the  
34       necessary operating and other expenses of the respective funds and  
35       departments of the City for the fiscal year.

36  
37       Section 4.   The sums, which are set out in Exhibit "A" and herein incorporated  
38       by reference, listed as operating and other expenses of the respective funds and  
39       departments of the City, be, and the same hereby are, appropriated and shall be  
40       paid out of the revenues herein appropriated for the fiscal year.

41  
42       Section 5.   The revenues and the expenses for which appropriations are  
43       hereby made, all set forth above, shall be as set out in the Amended City of Lake  
44       Worth Operating Budget for the fiscal year as attached in Exhibit "A".  
45

46 Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by  
47 reference and based upon departmental estimates prepared by the City Manager  
48 and the Finance Director, shall be, and the same hereby are, fixed and adopted  
49 as the amended budget for the operation of the City and its other enterprises for  
50 the fiscal year.

51

52 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY  
53 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

54

55 Section 8. This resolution shall become effective immediately upon passage.

56

57 The passage of this resolution was moved by Commissioner \_\_\_\_\_,  
58 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the  
59 vote was as follows:

60

61 Mayor Betty Resch  
62 Vice Mayor Christopher McVoy  
63 Commissioner Sarah Malega  
64 Commissioner Kimberly Stokes  
65 Commissioner Reinaldo Diaz

66

67 The Mayor thereupon declared this resolution duly passed and adopted  
68 on the 19<sup>th</sup> day of May 2022.

69

70

LAKE WORTH BEACH CITY COMMISSION

71

72

73

By: \_\_\_\_\_  
Betty Resch, Mayor

74

75

76

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80

81

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, CMC, City Clerk



		FY 2021	FY 2022	FY 2022	FY 2022
		Budget	Budget	Budget	Budget
		Adopted	Amendment	Amended	
<b><u>Expenditure</u></b>					
Administration					
	Wages	193,478	263,251	-	263,251
	Benefits	43,167	53,928	-	53,928
	Subtotal	236,645	317,180	-	317,180
	Operating Expenditures	1,015,857	1,096,876	10,000	1,106,876
	Total	1,252,502	1,414,056	10,000	1,424,056



**AGENDA  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, JUNE 07, 2022 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by

**PLEDGE OF ALLEGIANCE:** led by

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Presentation by Carolyn Beisner, Senior Environment Analyst at Palm Beach County Board of County Commissioners regarding the mangrove pod project

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**CITY MANAGER'S REPORT:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. Regular Meeting - May 3, 2022

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- A. Task Order # 3 with CPZ Architects, INC for the Lake Worth Beach Complex Conceptual Plans Design, Cost Estimates & Construction Design and Construction Phase Services
- B. Ordinance No. 2022-09 – First Reading – amending the City's Official Zoning Map by approving the creation of a Mixed Use Urban Planned Development (The Gulfstream Hotel) located primarily at 1 Lake Avenue

**CITY ATTORNEY'S REPORT:**

**ADJOURNMENT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (F.S. 286.0105)

DRAFT