



**AGENDA  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, APRIL 18, 2023 - 6:00 PM**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:** led by Commissioner Reinaldo Diaz

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

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

- A. Presentation regarding the donation of a small boat storage rack by Ted Johnson, Commodore of the Lake Worth Sailing Club, brought forward by Commissioner Diaz
- B. Proclamation declaring April 18, 2023 as Lineman Appreciation Day
- C. Proclamation declaring April 22, 2023 as Earth Day
- D. Proclamation declaring April 16-22, 2023 as National Volunteer Week
- E. Proclamation declaring April 23-29, 2023 as National Library Week
- F. PBSO Crime Stats Update by Capt. Todd Baer

**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 4, 2023](#)

**PUBLIC HEARINGS:**

- A. [Ordinance No. 05-2023 – Second Reading - Adopting a Single-Member Election Redistricting Map; Repealing Article II “Territorial Boundaries; Election Precincts,” Section 2 “Election Districts” of the Charter and Adopting a new Article II “Territorial Boundaries; Election Precincts,” Section 2 “Single-Member Election Districts” to reflect the Redistricting Map and its Boundaries](#)

**UNFINISHED BUSINESS:**

- A. [Fourth Amendment to Retail Lease with RTT - Benny's on the Beach, Inc., the current tenant/assignee](#)

**NEW BUSINESS:**

- A. [Construction Contract with TechGroupOne, Inc. for hurricane impact windows at the Lake Worth Beach Public Library](#)
- B. [Construction Agreement with E&F Florida Enterprises, Inc. dba Creative Contracting Group for improvements at Harold Grimes Memorial Park](#)
- C. [Discussion regarding public comment](#)
- D. [Discussion regarding City Commission Work Sessions](#)

**CITY ATTORNEY'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

April 25 - Utility @ 6 pm  
April 26 - Pre-agenda Work Session @ 9 am  
May 2 - Regular @ 6 pm

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). 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 4, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:27) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega (via Zoom), Kimberly Stokes and Reinaldo Diaz (via Zoom). Also present were City Manager Carmen Davis (via Zoom), City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (1:33) was led by Mayor Betty Resch.

**PLEDGE OF ALLEGIANCE:** (1:09) was led by Commissioner Reinaldo Diaz.

**ADDITIONS/DELETIONS/REORDERING:**

There were no changes to the agenda.

**PRESENTATIONS:** (2:11) (there is no public comment on Presentation items)

- A. Micro-Communal Housing Units (MCHUs): Truly Affordable Housing for People Making Less Than \$35,000 a Year presented by Taniel Koushakjian of Jetta Investment Company brought forward by Commissioner Diaz (2:37)
- B. Proclamation declaring April 2023 as Florida Water Professionals Month (13:13)
- C. Proclamation declaring April 2023 as Water Conservation Month (11:07)
- D. Proclamation declaring April 15-22, 2023 as National Dark Night Sky Week (15:42)

**DESIGNATION OF APPOINTMENTS:** (18:43)

- A. Appointment of Vice Mayor and Vice Mayor Pro Tem (20:26)

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner Stokes to appoint Vice Mayor McVoy as Vice Mayor.

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

**Action:** Motion made Commissioner Diaz and seconded by Commissioner Stokes to appoint Commissioner Stokes as Vice Mayor Pro Tem.

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

B. Appointment of commissioners to various organizations: (21:50)

**Action:** Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to keep the liaisons the same for another year.

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

1. Transportation Planning Authority plus alternates

Commissioner Diaz – liaison, Vice Mayor McVoy – alternate liaison

2. Palm Beach County League of Cities

Mayor Resch – liaison

3. Community Redevelopment Agency

Commissioner Malega – liaison

4. Neighborhood Association Presidents' Council

Commissioner Malega – liaison

5. Education Task Force

Commissioner Stokes – liaison

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

**COMMISSION LIAISON REPORTS AND COMMENTS:** (29:23)

**CITY MANAGER'S REPORT:** (48:34)

City Manager Davis provided the following report:

- announced that the Taco Fiesta would take place on April 22 at Bryant Park from 3 – 10 PM
- praised the Leisure Services team for their dedication and passion in working for the city

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (49:59)

**APPROVAL OF MINUTES:** (1:24:38)

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

- A. Regular Meeting - March 21, 2023
- B. Pre-Agenda Work Session - March 22, 2023

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

**CONSENT AGENDA:**

There were no items on the Consent Agenda.

**PUBLIC HEARINGS:** (1:30:21)

- A. Ordinance No. 2022-17 – Second Reading – Approval of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Residences at Lake Worth,” to construct three (3) mid-rise residential structures that are 5-stories in height with a total of 195 dwelling units (1:30:23)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-17 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NE CORNER OF 2ND AVE NORTH AND THE LWDD E-4 CANAL TO CONSTRUCT AN APPROXIMATELY 5-STORY, 195-UNIT RESIDENTIAL PLANNED DEVELOPMENT AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING A HEIGHT BONUS INCENTIVE THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Ordinance 2022-17 for a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Residences at Lake Worth”.

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

- B. Ordinance 2023-02 - Second Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-39 “Affordable/Workforce Housing Program” to provide clarification on the

combination of incentives, qualifications for affordability, participation in other entity programs, and providing additional affordability buy downs provisions. (1:49:30)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2023-02 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 SECTION 23.2-39 "AFFORDABLE/WORKFORCE HOUSING PROGRAM," PROVIDING FOR CLARIFICATION ON COMBINATION OF INCENTIVES, QUALIFICATIONS FOR AFFORDABILITY AND PARTICIPATION IN OTHER ENTITY PROGRAMS AND PROVIDING FOR ADDITIONAL AFFORDABILITY BUY DOWN PROVISIONS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Ordinance 2023-02 amending Chapter 23 "Land Development Regulations," Article 2 "Administration," Division 3 "Permits," Section 23.2-39 "Affordable/Workforce Housing Program" to provide clarification on the combination of incentives, qualifications for affordability, participation in other entity programs, and providing additional affordability buy downs provisions.

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

C. Ordinance Nos. 2023-03 & 2023-04 - Second Reading - A City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2023-03) and a Zoning Map amendment (Ordinance 2023-04) on behalf of For The Children Inc (Lessee) located on City owned property at 1718 South Douglas Street (1:51:07)

City Attorney Torcivia read the ordinances by title only.

ORDINANCE NO. 2023-03 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF PUBLIC RECREATION AND OPEN SPACE (PROS) TO THE PUBLIC (P) FLU DESIGNATION ON THE PROPERTY GENERALLY LOCATED AT THE EAST SIDE OF SOUTH DOUGLAS STREET, WEST OF THE FEC RAILWAY, SOUTH OF LATONA AVENUE, AND NORTH HILLBRATH DRIVE AT 1718 SOUTH DOUGLAS STREET, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

ORDINANCE NO. 2023-04 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF PUBLIC RECREATION AND OPEN SPACE (PROS) TO PUBLIC (P) ON THE PROPERTIES GENERALLY LOCATED AT THE EAST SIDE OF SOUTH DOUGLAS STREET, WEST OF THE FEC RAILWAY, SOUTH OF LATONA AVENUE, AND NORTH HILLBRATH DRIVE AT 1718 SOUTH DOUGLAS STREET, AND AS MORE

PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Ordinance 2023-03 approving a City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2023-03) on behalf of For The Children Inc (Lessee) located on City owned property at 1718 South Douglas Street and to transmit the adopted amendment to the Department of Economic Opportunity.

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

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2023-04 approving a City-initiated Zoning Map amendment on behalf of For The Children Inc (Lessee) located on City owned property at 1718 South Douglas Street.

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

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:** (1:53:04)

A. Continuing Contracts for Professional Services for Geotechnical Category (1:53:09)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the Agreements for Continuing Contracts for professional services for Geotechnical category with Tierra South Florida, Inc, Radise International LLC, GFA International, Inc dba Universal Engineering Services and Terracon Consultants, Inc.

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

B. Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the City for the FY 2024 Budget (1:55:20)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the City for the FY 2024 Budget.

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

C. Resolution No. 08-2023 - FDOT Local Agency Program Agreement – ADA Improvements (1:56:42)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 08-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE LOCAL AGENCY PROGRAM AGREEMENT 448301-1-58-01 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY IN THE AMOUNT NOT TO EXCEED \$1,107,854 IN FEDERAL-AID GRANT FUNDS FROM THE FEDERAL HIGHWAY ADMINISTRATION TRANSPORTATION ALTERNATIVES PROGRAM FOR THE LAKE WORTH BEACH CITY WIDE ADA IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Resolution No. 08-2023 - FDOT Local Agency Program Agreement – ADA Improvements.

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

D. Construction Agreement with M&M Asphalt Maintenance, Inc. for the Harold Grimes Memorial Park Improvement Project Phase 1B – Parking Lot Resurfacing (2:00:47)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the Construction Agreement with M&M Asphalt Maintenance, Inc. for the Harold Grimes Memorial Park Improvement Project Phase 1B – Parking Lot Resurfacing.

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

E. Ordinance No. 05-2023 – First Reading – Adopting a Single-Member Election Redistricting Map; Repealing Article II “Territorial Boundaries; Election Precincts,” Section 2 “Election Districts” of the Charter and Adopting a new Article II “Territorial Boundaries; Election Precincts,” Section 2 “Single-Member Election Districts” to reflect the Redistricting Map and its Boundaries (2:02:03)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2023-05 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A SINGLE-MEMBER ELECTION REDISTRICTING MAP; REPEALING ARTICLE II “TERRITORIAL BOUNDARIES; ELECTION PRECINCTS,” SECTION 2 “ELECTION DISTRICTS” OF THE CHARTER AND ADOPTING A NEW ARTICLE II “TERRITORIAL BOUNDARIES; ELECTION PRECINCTS,” SECTION 2 “SINGLE-MEMBER ELECTION DISTRICTS” TO REFLECT THE REDISTRICTING MAP AND ITS BOUNDARIES AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Ordinance No. 05-2023 on first reading and set the second reading and public hearing for April 18, 2023.



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

F. Discussion of City Manager's Annual Evaluation (2:02:59)

**CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

**UPCOMING MEETINGS AND WORK SESSIONS:**

April 12 Pre-Agenda Work Session @ 9 am  
April 13 Work Session @ 6 pm  
April 17 Work Session @ 5 pm  
April 18 Regular Meeting @ 6 PM

**ADJOURNMENT:** (2:42:54)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 8:47 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 April 18, 2023.

Item time stamps correspond to the video recording of the meeting on YouTube.

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** April 18, 2023

**DEPARTMENT:** City Attorney

**TITLE:**

Ordinance No. 05-2023 – Second Reading - Adopting a Single-Member Election Redistricting Map; Repealing Article II “Territorial Boundaries; Election Precincts,” Section 2 “Election Districts” of the Charter and Adopting a new Article II “Territorial Boundaries; Election Precincts,” Section 2 “Single-Member Election Districts” to reflect the Redistricting Map and its Boundaries

**SUMMARY:**

An ordinance adopting Alternative Districts: Option 5 redistricting map proposed by FAU and amending the City’s election districts to reflect the redistricting map boundaries.

**BACKGROUND AND JUSTIFICATION:**

On March 8, 2022, the qualified voters of the City approved, by referendum, an amendment to the City’s Charter changing the at-large voting system to a single-member district voting system (Ordinance No. 2021-22). To implement the single-member districts and to comply with the Voting Rights Act of 1965 and the Equal Protection Clause of the United States Constitution (14<sup>th</sup> Amendment), the City Commission began the process of evaluating the City’s four (4) at-large election districts based on apportionment data from the US Census Bureau. The City contracted with Florida Atlantic University (FAU) to conduct an analysis of the current at-large election districts to determine if the City needed to amend the district boundaries due to changes in population. According to FAU’s “Final Consultant Report: Redistricting Alternatives for the City of Lake Worth Beach” dated December 19, 2022, “Based on 2020 data, the election districts have a total deviation of 133.31% and a spread between the largest and smallest districts of 72.10%. Based on the 2020 Census Block data, the current districts are well above the 10% deviation (spread) threshold used to evaluate election districts for population equity.”

Alternative maps were presented by FAU and considered by the City Commission at the City Commission meetings on October 6, 2022, November 1, 2022, January 3, 2023, and February 7, 2023; and the maps were also presented at separate public meetings held on October 13, 2022, October 15, 2022, and February 4, 2023. To increase public access to the redistricting process, the City also created a webpage to disseminate the redistricting map alternatives, reports, and public comments. The City Commission voted to adopt “City of Lake Worth Beach Alternative Districts: Option 5” (“Map 5”) at its February 7, 2023, meeting. The adoption of the ordinance and the establishment of single-member districts is made necessary based upon (1) the City’s electors’ approval of single-member district voting in Ordinance No. 2021-22 (referendum) and (2) FAU’s findings that the current at-large election districts are well above the 10% deviation allowed under the Voting Rights Act (and the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution). The single-member districts set forth in Map 5, if adopted by the Commission, will be in effect for the next City Municipal Election scheduled in March 2024 and will continue in effect until redistricting occurs.

The ordinance was approved unanimously at the April 4, 2023 city commission meeting.



**MOTION:**

Move to approve/disapprove Ordinance No. 05-2023 adopting a Single-Member Election Redistricting Map; Repealing Article II “Territorial Boundaries; Election Precincts,” Section 2 “Election Districts” of the Charter and Adopting a new Article II “Territorial Boundaries; Election Precincts,” Section 2 “Single-Member Election Districts” to reflect the Redistricting Map and its Boundaries.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

Ordinance 05-2023

Alternative Districts – Option 5 (Redistricting Map)

1  
2  
3 **ORDINANCE 2023-05 - AN ORDINANCE OF THE CITY OF LAKE**  
4 **WORTH BEACH, FLORIDA, ADOPTING A SINGLE-MEMBER**  
5 **ELECTION REDISTRICTING MAP; REPEALING ARTICLE II**  
6 **“TERRITORIAL BOUNDARIES; ELECTION PRECINCTS,” SECTION 2**  
7 **“ELECTION DISTRICTS” OF THE CHARTER AND ADOPTING A NEW**  
8 **ARTICLE II “TERRITORIAL BOUNDARIES; ELECTION PRECINCTS,”**  
9 **SECTION 2 “SINGLE-MEMBER ELECTION DISTRICTS” TO REFLECT**  
10 **THE REDISTRICTING MAP AND ITS BOUNDARIES AND FOR OTHER**  
11 **PURPOSES; AND PROVIDING FOR SEVERABILITY, CONFLICTS,**  
12 **CODIFICATION AND AN EFFECTIVE DATE**

13  
14 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted  
15 municipality having such power and authority conferred upon it by the Florida Constitution  
16 and Chapter 166, Florida Statutes; and

17  
18 **WHEREAS**, on March 8, 2022, the qualified voters of the City approved, by  
19 referendum, an amendment to the City’s Charter changing the at-large voting system to  
20 a single-member district voting system (Ordinance No. 2021-22); and

21  
22 **WHEREAS**, to implement the single-member districts and to comply with the  
23 Voting Rights Act of 1965 and the Equal Protection Clause of the United States  
24 Constitution (14<sup>th</sup> Amendment), the City Commission began the process of evaluating the  
25 City’s four (4) at-large election districts based on apportionment data from the US Census  
26 Bureau; and

27  
28 **WHEREAS**, the City contracted with Florida Atlantic University (FAU) to conduct  
29 an analysis of the current at-large election districts to determine if the City needed to  
30 amend the district boundaries due to changes in population; and

31  
32 **WHEREAS**, the Equal Protection Clause requires “an honest and good faith effort  
33 to construct districts...as nearly of equal population as is practicable” *See Reynolds v.*  
34 *Sims*, 377 U.S. 533 (1964); and

35  
36 **WHEREAS**, based on data from the 2020 US Census, FAU conducted a  
37 population analysis and presented a total of five (5) map alternatives for the purposes of  
38 redistricting to the City Commission; and

39  
40 **WHEREAS**, according to FAU’s “Final Consultant Report: Redistricting  
41 Alternatives for the City of Lake Worth Beach” dated December 19, 2022 (“Final  
42 Consultant Report”), “Based on 2020 data, the election districts have a total deviation of  
43 133.31% and a spread between the largest and smallest districts of 72.10%. Based on  
44 the 2020 Census Block data, the current districts are well above the 10% deviation  
45 (spread) threshold used to evaluate election districts for population equity”; and

46  
47 **WHEREAS**, the City Commission considered and discussed FAU’s initial “District  
48 Analysis” that was presented at the September 12, 2022, work session; and  
49

50           **WHEREAS**, alternative maps were considered by the City Commission at the City  
51 Commission meetings on October 6, 2022, November 1, 2022, January 3, 2023, and  
52 February 7, 2023; and the maps were also presented at separate public meetings held  
53 on October 13, 2022, October 15, 2022, and February 4, 2023; and  
54

55           **WHEREAS**, to increase public access to the redistricting process, the City also  
56 created a webpage to disseminate the redistricting map alternatives, reports, and public  
57 comments; and  
58

59           **WHEREAS**, the City Commission voted to adopt “City of Lake Worth Beach  
60 Alternative Districts: Option 5” at its February 7, 2023, meeting; and  
61

62           **WHEREAS**, the City Commission finds and declares that the adoption of this  
63 ordinance is appropriate; the establishment of single-member districts is made necessary  
64 based upon (1) the City’s electors’ approval of single-member district voting in Ordinance  
65 No. 2021-22 (referendum) and (2) FAU’s findings that the current at-large election districts  
66 are well above the 10% deviation allowed under the Voting Rights Act (and the Equal  
67 Protection Clause of the Fourteenth Amendment of the United States Constitution); the  
68 adoption serves a public purpose and is in the best interest of the health, safety and  
69 welfare of the City, its residents and visitors.  
70

71           **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
72 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**  
73

74           **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as  
75 being true and correct and are made a specific part of this ordinance as if set forth herein.  
76

77           **Section 2:** The City Commission hereby adopts the findings, conclusions, and  
78 recommendations prepared by FAU in its Final Consultant Report, and the same is  
79 incorporated herein by this reference and made a part hereof. The City Commission  
80 hereby adopts FAU’s “City of Lake Worth Beach Alternative Districts: Option 5” (“Map 5”),  
81 as recommended, for the establishment of its single-member election districts. Map 5 is  
82 attached hereto as **Exhibit A** and is incorporated herein, and such map is hereby  
83 established as the current single-member election district boundaries within the limits of  
84 the City and shall continue until redistricting occurs. All candidates for the March 2024  
85 municipal election are hereby required to comply with Map 5’s single-member districts.  
86

87           **Section 3:** Article II “Territorial Boundaries; Election Precincts,” Section 2  
88 “Election districts” of the City of Lake Worth Beach Charter is hereby repealed in full.  
89

90           **Section 4:** Article II “Territorial Boundaries; Election Precincts,” Section 2  
91 “Single-member election districts” of the City of Lake Worth Beach Charter is hereby  
92 adopted to read as follows:  
93

94           Sec. 2. – Single-member election districts.  
95

96 To implement single-member district voting set forth in Article III, Section 1 of the  
 97 Charter, the boundaries for each of the four (4) single-member election districts of  
 98 the City of Lake Worth Beach are hereby established as follows:  
 99

100 (1) District No. 1. COMMENCING at the centerline intersection of Lake Worth  
 101 Road and the centerline of I-95; thence run westerly along the centerline of  
 102 Lake Worth Road to the city's western corporate limits and the POINT OF  
 103 BEGINNING; thence run easterly along the centerline of Lake Worth Road to  
 104 the centerline intersection of South A Street; thence run southerly along the  
 105 centerline of South A Street to the centerline intersection of 4<sup>th</sup> Avenue South;  
 106 thence run easterly along the centerline of said 4<sup>th</sup> Avenue South to centerline  
 107 intersection of the FEC Railway; thence run southerly and easterly along the  
 108 centerline of said FEC Railway to the city's southern corporate limits; thence  
 109 run westerly and northerly along the city's southern and western corporate  
 110 limits to the POINT OF BEGINNING.

111 (2) District No. 2. COMMENCING at the centerline intersection of Lake Worth  
 112 Road and the centerline of I-95; thence run westerly along the centerline of  
 113 Lake Worth Road to the city's western corporate limits and the POINT OF  
 114 BEGINNING; thence run easterly along the centerline of Lake Worth Road to  
 115 the centerline intersection of North A Street; thence run northerly along the  
 116 centerline of North A Street to the centerline intersection of 10<sup>th</sup> Avenue North;  
 117 thence run easterly along the centerline of 10<sup>th</sup> Avenue North to the centerline  
 118 intersection of Dixie Highway; thence run northerly along the centerline of  
 119 Dixie Highway to the city's northern corporate limits; thence run westerly,  
 120 southerly and easterly along the city's northern and western corporate limits  
 121 to the POINT OF BEGINNING.

122 (3) District No. 3. BEGINNING at the centerline intersection of Lake Worth Road  
 123 and North A Street; thence run northerly along the centerline of North A Street  
 124 to the centerline intersection of 10<sup>th</sup> Avenue North; thence run easterly along  
 125 the centerline of 10<sup>th</sup> Avenue North to the centerline intersection of Dixie  
 126 Highway; thence run northerly along the centerline of Dixie Highway to the  
 127 city's northern corporate limits; thence run easterly and southerly along the  
 128 city's northern and eastern corporate limits to the centerline intersection of the  
 129 city's eastern corporate limits and the easterly extension of 7<sup>th</sup> Avenue North;  
 130 thence run westerly along the centerline of 7<sup>th</sup> Avenue North to the centerline  
 131 intersection of North Federal Highway; thence run southerly along the  
 132 centerline of North Federal Highway to the centerline intersection of Lucerne  
 133 Avenue; thence run westerly along the centerline of Lucerne Avenue to the  
 134 POINT OF BEGINNING.

135 (4) District No. 4. BEGINNING at the centerline intersection of Lake Worth Road  
 136 and South A Street; thence run southerly along the centerline of South A  
 137 Street to the centerline intersection of 4<sup>th</sup> Avenue South; thence run easterly  
 138 along the centerline of said 4<sup>th</sup> Avenue South to centerline intersection of the  
 139 FEC Railway; thence run southerly and easterly along the centerline of said  
 140 FEC Railway to the city's southern corporate limits; thence run easterly and  
 141 northerly along the city's southern and eastern corporate limits to the

142 centerline intersection of the city’s eastern corporate limits and the easterly  
143 extension of 7<sup>th</sup> Avenue North; thence run westerly along the centerline of 7<sup>th</sup>  
144 Avenue North to the centerline intersection of North Federal Highway; thence  
145 run southerly along the centerline of North Federal Highway to the centerline  
146 intersection of Lucerne Avenue; thence run westerly along the centerline of  
147 Lucerne Avenue to the POINT OF BEGINNING.

148 The City of Lake Worth Beach’s single-member election districts, as described above, are  
149 depicted in the Alternative Districts Option 5 map adopted in Ordinance No. 2023-05.  
150 Said ordinance shall remain on file in the Office of the City Clerk and shall be available  
151 for inspection by the public upon request.

152  
153 **Section 5:** The City Manager or designee, with the assistance of the City Clerk,  
154 is hereby authorized and directed to transmit the following to the Palm Beach County  
155 Supervisor of Elections (the “Supervisor”) upon adoption: (1) a certified copy of this  
156 Ordinance along with **Exhibit A**; (2) a paper copy and shapefile of the redistricting map;  
157 and (3) and any other document required by the Supervisor.

158  
159 **Section 6:** Severability. If any section, subsection, sentence, clause, phrase or  
160 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
161 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
162 independent provision, and such holding shall not affect the validity of the remaining  
163 portions thereof.

164  
165 **Section 7:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
166 conflict herewith are hereby repealed to the extent of such conflict.

167  
168 **Section 8:** Codification. The sections of the ordinance may be made a part of  
169 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
170 accomplish such, and the word “ordinance” may be changed to “section”, “division”, or  
171 any other appropriate word.

172  
173 **Section 9:** Effective Date. This ordinance shall become effective 10 days after  
174 passage.

175  
176 The passage of this ordinance on first reading was moved by Commissioner  
177 Stokes, seconded by Vice Mayor McVoy, and upon being put to a vote, the vote was as  
178 follows:

179  
180 Mayor Betty Resch AYE  
181 Vice Mayor Christopher McVoy AYE  
182 Commissioner Sarah Malega AYE  
183 Commissioner Kimberly Stokes AYE  
184 Commissioner Reinaldo Diaz AYE

185  
186 The Mayor thereupon declared this ordinance duly passed on first reading on the  
187 4<sup>th</sup> day of April, 2023.

188  
189

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

193

194

195

Mayor Betty Resch

196

Vice Mayor Christopher McVoy

197

Commissioner Sarah Malega

198

Commissioner Kimberly Stokes

199

Commissioner Reinaldo Diaz

200

201

202 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
203 \_\_\_\_\_, 2023.

204

LAKE WORTH BEACH CITY COMMISSION

205

206

207

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

208

209

210 ATTEST:

211

212

213

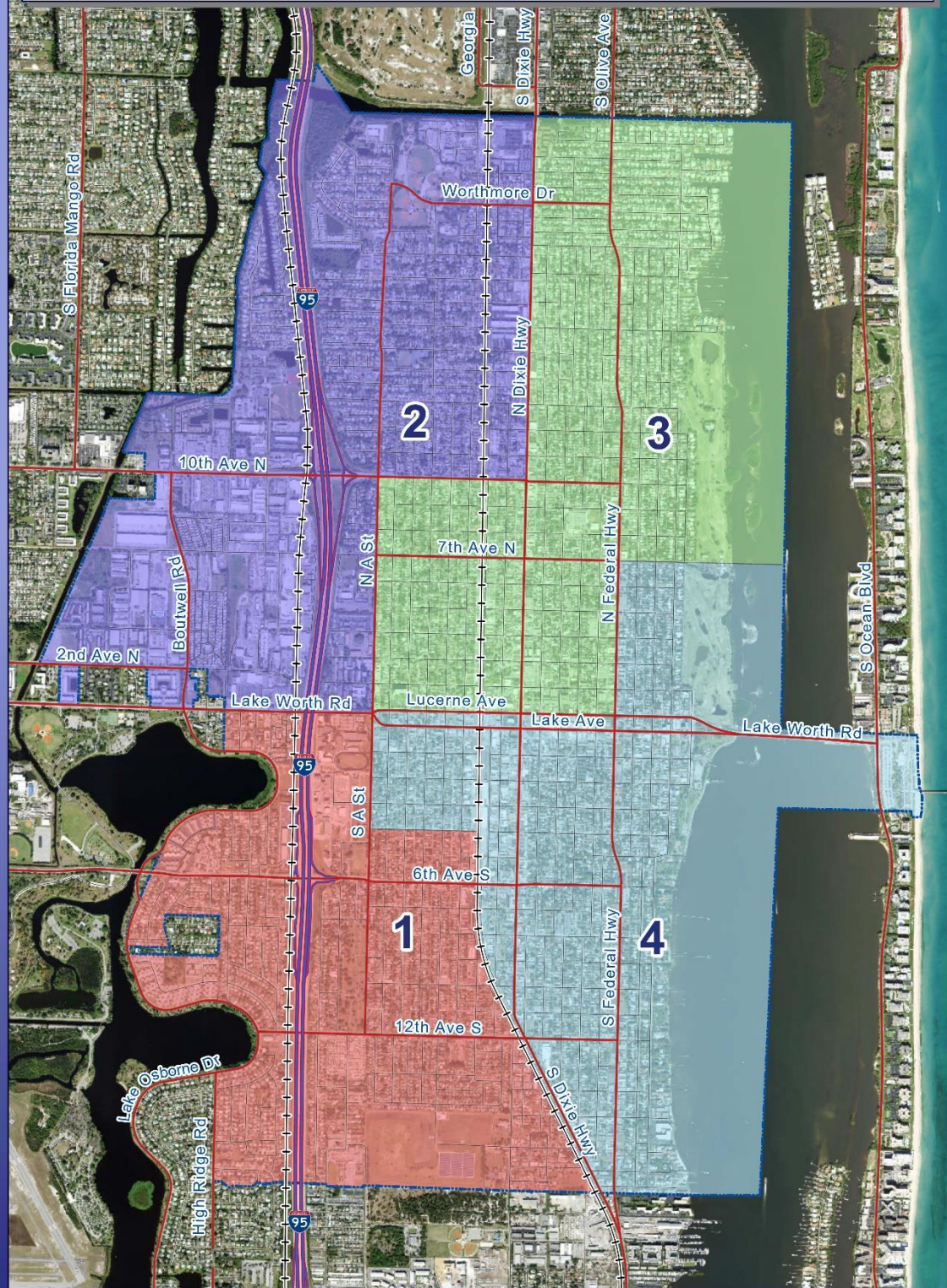
\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

214



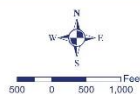
# City of Lake Worth Beach

## Alternative Districts: Option 5



Revision Date: 10/19/2022  
 Contact: James Carmack-Clark  
 Filename: Lake\_Worth\_Beach.aprx  
 Sources: U.S. Census Bureau  
 City of Lake Worth Beach  
 Florida Atlantic University

- District 1
- District 3
- District 2
- District 4



**City of Lake Worth Beach**  
 7 North Dixie Highway  
 Lake Worth Beach, FL 33460  
 Phone: (561) 596-1600



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** April 18, 2023

**DEPARTMENT:** Leisure Services

**TITLE:**

Fourth Amendment to Retail Lease with RTT - Benny's on the Beach, Inc., the current tenant/assignee

**SUMMARY:**

This amendment authorizes RTT - Benny's on the Beach, Inc., to extend its lease located at the Lake Worth Municipal Ocean Pier and provides for increases in rent during the extension.

**BACKGROUND AND JUSTIFICATION:**

On February 11, 2013, the City entered into a Lease agreement with RTT - Benny's on the Beach, Inc., for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use as a restaurant and a bait shop. The lease allowed for ten (10) years with the option of renewing initially for an additional eight years. After the initial renewal the lease allows for one additional renewal for twenty-three (23) months.

On August 5, 2015, the City and Tenant entered into the First Amendment of the Lease to address the use of additional outdoor patio area.

On May 19, 2020, the City and Tenant entered into the Second Amendment to the Lease to revise certain terms and conditions as a result of the COVID-19 pandemic.

On February 21, 2023, the City Commission approved a 90-day extension to the Third Amendment at the new lease terms (2% increase in rent) to allow for further negotiations of the proposed lease.

The Fourth Amendment will extend RTT - Benny's on the Beach, Inc., lease at the Lake Worth Municipal Pier for the full nine (9) years and eleven (11) months authorized under the Lease (i.e., eight (8) year "Initial Extension" option and 23 months "Second Extension" option). The amendment provides for an increase in rent beginning April 19, 2023 wherein the Tenant will pay \$42.00 per square foot for the Premises and \$15.30 per square foot for the Patio Area. This rent will increase during the second year of the extension, beginning on February 11, 2024 wherein the Tenant will pay \$44.00 per square foot for the Premises and \$15.30 for the Patio Area. For the remaining 3-9 years and 11 months of the extension, the rent for the Premises and the Patio Area will increase annually by 3.5 percent beginning on February 11<sup>th</sup> of each year.

**MOTION:**

Move to approve/disapprove the Fourth Amendment to the lease with RTT - Benny's on the Beach, Inc.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Exhibit A – Rental Payments  
Fourth Amendment Retail Lease  
Third Amendment Retail Lease  
Second Amendment Retail Lease 2020  
First Amendment Retail Lease 2015  
Benny's Lease Agreement 2013  
Market Rate Analysis Supplemental Information



**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	\$277,737	\$323,851	\$336,506	\$348,283	\$360,473
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$277,737</b>	<b>\$323,851</b>	<b>\$336,506</b>	<b>\$348,283</b>	<b>\$360,473</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Contract Award - Existing Appropriation</b>	
	Revenues
Department	Leisure Services
Division	Beach Fund
GL Description	Leased Properties
GL Account Number	140-0000-362.10-00 / 140-0000-362.40-10
Project Number	N/A
Requested Funds	N/A

## FOURTH AMENDMENT TO LEASE

**THIS FOURTH AMENDMENT TO THE LEASE** (“Amendment” hereinafter) is made this day of \_\_\_\_\_, 2023, between the City of Lake Worth Beach, Florida, a municipal corporation (the “Landlord”), and RTT-Benny’s on the Beach, Inc., a Florida corporation (the “Tenant”).

### RECITALS

WHEREAS, on February 11, 2013, the Landlord and Tenant (collectively, “Parties”) entered into a Lease agreement for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use by the Tenant as a restaurant with incidental retail sales and a bait shop (“Lease”); and,

WHEREAS, the Landlord and Tenant entered into the First Amendment to the Lease on August 5, 2015; and,

WHEREAS, on May 19, 2020, the Landlord and Tenant entered into the Second Amendment to the Lease to revise certain terms and conditions as a result of the COVID-19 pandemic; and,

WHEREAS, on February 21, 2023, the City Commission approved the Third Amendment to the Lease to extend the Lease for 90 days to allow for continued negotiations and to establish the Rent for such extension in the amount of Twenty Thousand Nine Hundred Ten dollars and 00/100 (\$20,910.00) which included a two percent (2%) increase; and

WHEREAS, the Landlord and Tenant desire to amend the Lease to extend the Lease for the full nine (9) years and eleven (11) month term (includes Initial and Second Extensions, as defined below, which includes the 90 day negotiations extension) and to address the rent for such renewal term; and,

WHEREAS, when the Lease is referenced hereinafter, it shall be defined to include the First Amendment, Second Amendment, and the Third Amendment; and,

WHEREAS, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, the Landlord and Tenant, in consideration of the mutual promises herein contained and contained in the Lease, the sufficiency of which is hereby acknowledged by both parties, agree to amend the Lease as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Amendment as true and correct statements of the Parties.
2. **City Commission Consideration.** This Amendment will be considered by the Landlord’s City Commission at a public meeting on April 18, 2023.
3. **No Default.** The Parties agree that the Lease remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Lease.

4. **Renewal Options.** In accordance with the Lease, the Tenant wishes to exercise its option to renew the Lease for eight (8) years (the “Initial Extension”) and to also exercise its option to extend the Lease an additional 23 months (the “Second Extension”) (includes the 90 days for the extension for continued negotiations) for a total of nine (9) years and eleven (11) months calculated from February 11, 2023 (date of expiration). The City hereby agrees to the exercise of both options herein. The Lease is hereby extended for an additional nine (9) years and eleven (11) months from February 11, 2023, through and including January 11, 2033 (hereinafter referred to as the “Extension”).

5. **Rent.** Paragraph 1.9 “Rent” of the Lease shall be deleted in full and replaced with the following language:

1.9 **Rent.** The Tenant shall pay Rent as follows for the Extension:

1.9.1 For year 1, the Tenant shall pay Rent (including the Patio Area Rent) in the amount of Twenty Thousand Nine Hundred Ten Dollars and 00/100 (\$20,910.00) per month from February 11, 2023 through April 18, 2023. For the remainder of year 1, from April 19, 2023 through February 10, 2024, the Tenant shall pay \$42.00 per square foot for the Premises, as more fully set forth herein, and \$15.30 per square foot for the Patio Area Rent, as defined in the First Amendment to the Lease.

1.9.2 For year 2 of the Extension (beginning February 11, 2024), the Tenant shall pay \$44.00 per square foot for the Premises and \$15.30 per square foot for the Patio Area Rent.

1.9.3 For years 3-9 plus 11 months of the Extension, the Rent for the Premises and the Patio Area shall increase by 3.5% per year beginning on February 11th of each year.

1.9.4 No security deposit shall be required under this Lease.

1.9.5 The Rent and the Patio Area Rent for the Extension are set forth in detail in **Exhibit A** which is attached hereto and incorporated herein.

6. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect.

7. **Controlling Documents.** To the extent that there exists a conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

8. **Entire Agreement.** The Parties agree that the Lease and this Amendment represent the entire agreement between the Parties and supersede all other negotiations, representations, or agreements, either written or verbal.

9. **Counterparts.** Each Party may sign one copy of this Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Amendment.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Lease on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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


ATTEST:

Approved as to form and legal sufficiency:

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

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

**TENANT: RTT-BENNY'S ON THE BEACH, INC.**

By:   
\_\_\_\_\_  
Lee M. Lipton, President

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence or [ ] online notarization, this 14<sup>th</sup> day of APRIL, 2023, by Lee M. Lipton, President, RTT-Benny's on the Beach, Inc., a Florida Corporation and who is personally known to me or who has produced the following FL DL as identification.



**SHAYLA S. ELLIS**  
Commission # HH 001281  
Expires September 19, 2024  
Bonded Thru Budget Notary Services

Notary Public

  
\_\_\_\_\_  
Signature of Notary Public – State of Florida

**SHAYLA ELLIS**

\_\_\_\_\_  
Print, Type, or Stamp  
Commissioned Name of Notary Public

**Exhibit A**

Premises square footage 7342      Patio square footage 400

FY2023	Base Rent	Patio Rent	Total
Oct	\$ 20,000.00	\$ 500.00	\$ 20,500.00
Nov	20,000.00	500.00	\$ 20,500.00
Dec	20,000.00	500.00	\$ 20,500.00
Jan	20,000.00	500.00	\$ 20,500.00
2/10/2023	7,142.86	178.57	\$ 7,321.43 <i>Pro-Rated (20,500*(10/28))</i>
2/11-2/28/2023	13,114.29	327.86	\$ 13,442.14 <i>Pro-Rated (20,910*(18/28))</i>
Mar	\$ 20,400.00	\$ 510.00	\$ 20,910.00

4/18/2023	12,240.00	306.00	\$ 12,546.00 <i>Pro-Rated (20,910*(18/30))</i>
4/19/30/2023	10,278.80	204.00	\$ 10,482.80 <i>Pro-Rated (26,207*(12/30))</i>
May	25,697.00	510.00	\$ 26,207.00
Jun	25,697.00	510.00	\$ 26,207.00
Jul	25,697.00	510.00	\$ 26,207.00
Aug	25,697.00	510.00	\$ 26,207.00
Sep	25,697.00	510.00	\$ 26,207.00
<b>FY23 STAFF REPORT TOTAL</b>			<b>\$ 277,737.37</b>

FY2024	Base Rent	Patio Rent	Total
Oct	25,697.00	510.00	\$ 26,207.00
Nov	25,697.00	510.00	\$ 26,207.00
Dec	25,697.00	510.00	\$ 26,207.00
Jan	25,697.00	510.00	\$ 26,207.00
2/10/2024	8,861.03	175.86	\$ 9,036.90 <i>Pro-Rated (26,207*(10/29))</i>
2/11-2/29/2024	17,637.68	334.14	\$ 17,971.82 <i>Pro-Rated (27,430.67*(19/29))</i>
Mar	26,920.67	510.00	\$ 27,430.67
Apr	26,920.67	510.00	\$ 27,430.67
May	26,920.67	510.00	\$ 27,430.67
Jun	26,920.67	510.00	\$ 27,430.67
Jul	26,920.67	510.00	\$ 27,430.67
Aug	26,920.67	510.00	\$ 27,430.67
Sep	26,920.67	510.00	\$ 27,430.67
<b>FY24 STAFF REPORT TOTAL</b>			<b>\$ 323,851.38</b>

FY2025	Base Rent	Patio Rent	Total
Oct	26,920.67	510.00	\$ 27,430.67
Nov	26,920.67	510.00	\$ 27,430.67
Dec	26,920.67	510.00	\$ 27,430.67
Jan	26,920.67	510.00	\$ 27,430.67
2/10/2025	9,614.52	182.14	\$ 9,796.67 <i>Pro-Rated (27,430.67*(10/28))</i>
2/11-2/28/2025	17,911.86	339.33	\$ 18,251.19 <i>Pro-Rated (28,390.74*(18/28))</i>
Mar	27,862.89	527.85	\$ 28,390.74
Apr	27,862.89	527.85	\$ 28,390.74
May	27,862.89	527.85	\$ 28,390.74
Jun	27,862.89	527.85	\$ 28,390.74
Jul	27,862.89	527.85	\$ 28,390.74
Aug	27,862.89	527.85	\$ 28,390.74
Sep	27,862.89	527.85	\$ 28,390.74
<b>FY25 STAFF REPORT TOTAL</b>			<b>\$ 336,505.70</b>

FY2026	Base Rent	Patio Rent	Total
Oct	27,862.89	527.85	\$ 28,390.74
Nov	27,862.89	527.85	\$ 28,390.74
Dec	27,862.89	527.85	\$ 28,390.74
Jan	27,862.89	527.85	\$ 28,390.74
2/10/2026	9,951.03	188.52	\$ 10,139.55 <i>Pro-Rated (28,390.74*(10/28))</i>
2/11-2/28/2026	18,538.77	351.21	\$ 18,889.98 <i>Pro-Rated (29,384.42*(18/28))</i>
Mar	28,838.09	546.32	\$ 29,384.42
Apr	28,838.09	546.32	\$ 29,384.42
May	28,838.09	546.32	\$ 29,384.42
Jun	28,838.09	546.32	\$ 29,384.42
Jul	28,838.09	546.32	\$ 29,384.42
Aug	28,838.09	546.32	\$ 29,384.42
Sep	28,838.09	546.32	\$ 29,384.42
<b>FY26 STAFF REPORT TOTAL</b>			<b>\$ 348,283.40</b>

Rent Payments through February 10, 2023		
Monthly	Annually	Per Sq. Ft.
\$ 20,000.00	\$ 240,000.00	\$ 32.69
500.00	6,000.00	15.00
20,500.00	246,000.00	

Rent Payments From Feb 11 to April 18, 2023 - Extension and 2% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 20,400.00	\$ 244,800.00	\$ 33.34
510.00	6,120.00	15.30
20,910.00	250,920.00	

Proposed from April 19, 2023 to Feb 10, 2024 - 42sf & 15.30sf (26% Increase)		
Monthly	Annually	Per Sq. Ft.
\$ 25,697.00	\$ 308,364.00	\$ 42.00
510.00	6,120.00	15.30
26,207.00	314,484.00	

Proposed from Feb 11, 2024 to Feb 10, 2025 - 44 sf & 15.30sf (5% Increase)		
Monthly	Annually	Per Sq. Ft.
\$ 26,920.67	\$ 323,048.00	\$ 44.00
510.00	6,120.00	15.30
27,430.67	329,168.00	

Proposed from Feb 11, 2025 to Feb 10, 2026 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 27,862.89	\$ 334,354.68	\$ 45.54
527.85	6,334.20	15.84
28,390.74	340,688.88	

Proposed from Feb 11, 2026 to Feb 10, 2027 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 28,838.09	\$ 346,057.09	\$ 47.13
546.32	6,555.90	16.39
29,384.42	352,612.99	

**Exhibit A**

Premises square footage 7342      Patio square footage 400

FY2027	Base Rent	Patio Rent	Total
Oct	28,838.09	546.32	\$ 29,384.42
Nov	28,838.09	546.32	\$ 29,384.42
Dec	28,838.09	546.32	\$ 29,384.42
Jan	28,838.09	546.32	\$ 29,384.42
2/10/2027	10,299.32	195.12	\$ 10,494.43
2/11-2/28/2027	19,187.63	363.50	\$ 19,551.13
Mar	29,847.42	565.45	\$ 30,412.87
Apr	29,847.42	565.45	\$ 30,412.87
May	29,847.42	565.45	\$ 30,412.87
Jun	29,847.42	565.45	\$ 30,412.87
Jul	29,847.42	565.45	\$ 30,412.87
Aug	29,847.42	565.45	\$ 30,412.87
Sep	29,847.42	565.45	\$ 30,412.87
<b>FY27 STAFF REPORT TOTAL</b>			<b>\$ 360,473.32</b>

Premises  
  
Patio

Proposed from Feb 11,2027 to Feb 10,2028 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 29,847.42	\$ 358,169.09	\$ 48.78
565.45	6,785.35	16.96
30,412.87	364,954.45	

FY2028	Base Rent	Patio Rent	Total
Oct	29,847.42	565.45	\$ 30,412.87
Nov	29,847.42	565.45	\$ 30,412.87
Dec	29,847.42	565.45	\$ 30,412.87
Jan	29,847.42	565.45	\$ 30,412.87
2/10/2028	10,292.22	194.98	\$ 10,487.20
2/11-2/29/2028	20,239.64	383.43	\$ 20,623.07
Mar	30,892.08	585.24	\$ 31,477.32
Apr	30,892.08	585.24	\$ 31,477.32
May	30,892.08	585.24	\$ 31,477.32
Jun	30,892.08	585.24	\$ 31,477.32
Jul	30,892.08	585.24	\$ 31,477.32
Aug	30,892.08	585.24	\$ 31,477.32
Sep	30,892.08	585.24	\$ 31,477.32
<b>FY28 STAFF REPORT TOTAL</b>			<b>\$ 373,103.00</b>

Premises  
  
Patio

Proposed from Feb 11,2028 to Feb 10,2029 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 30,892.08	\$ 370,705.01	\$ 50.49
585.24	7,022.84	17.56
31,477.32	377,727.85	

FY2029	Base Rent	Patio Rent	Total
Oct	30,892.08	585.24	\$ 31,477.32
Nov	30,892.08	585.24	\$ 31,477.32
Dec	30,892.08	585.24	\$ 31,477.32
Jan	30,892.08	585.24	\$ 31,477.32
2/10/2029	11,032.89	209.01	\$ 11,241.90
2/11-2/28/2029	20,554.27	389.39	\$ 20,943.66
Mar	31,973.31	605.72	\$ 32,579.03
Apr	31,973.31	605.72	\$ 32,579.03
May	31,973.31	605.72	\$ 32,579.03
Jun	31,973.31	605.72	\$ 32,579.03
Jul	31,973.31	605.72	\$ 32,579.03
Aug	31,973.31	605.72	\$ 32,579.03
Sep	31,973.31	605.72	\$ 32,579.03
<b>FY29 STAFF REPORT TOTAL</b>			<b>\$ 386,148.03</b>

Premises  
  
Patio

Proposed from Feb 11,2029 to Feb 10,2030 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 31,973.31	\$ 383,679.69	\$ 52.26
605.72	7,268.64	18.17
32,579.03	390,948.33	

FY2030	Base Rent	Patio Rent	Total
Oct	31,973.31	605.72	\$ 32,579.03
Nov	31,973.31	605.72	\$ 32,579.03
Dec	31,973.31	605.72	\$ 32,579.03
Jan	31,973.31	605.72	\$ 32,579.03
2/10/2030	11,419.04	216.33	\$ 11,635.37
2/11-2/28/2030	21,273.67	403.02	\$ 21,676.69
Mar	33,092.37	626.92	\$ 33,719.29
Apr	33,092.37	626.92	\$ 33,719.29
May	33,092.37	626.92	\$ 33,719.29
Jun	33,092.37	626.92	\$ 33,719.29
Jul	33,092.37	626.92	\$ 33,719.29
Aug	33,092.37	626.92	\$ 33,719.29
Sep	33,092.37	626.92	\$ 33,719.29
<b>FY30 STAFF REPORT TOTAL</b>			<b>\$ 399,663.22</b>

Premises  
  
Patio

Proposed from Feb 11,2030 to Feb 10,2031 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 33,092.37	\$ 397,108.47	\$ 54.09
626.92	7,523.04	18.81
33,719.29	404,631.52	

**Exhibit A**

Premises square footage 7342      Patio square footage 400

FY2031	Base Rent	Patio Rent	Total
Oct	33,092.37	626.92	\$ 33,719.29
Nov	33,092.37	626.92	\$ 33,719.29
Dec	33,092.37	626.92	\$ 33,719.29
Jan	33,092.37	626.92	\$ 33,719.29
2/10/2031	11,818.70	223.90	\$ 12,042.60 <i>Pro-Rated (33,719.29*(10/28))</i>
2/11-2/28/2031	22,018.25	417.13	\$ 22,435.37 <i>Pro-Rated (34,899.47*(18/28))</i>
Mar	34,250.61	648.86	\$ 34,899.47
Apr	34,250.61	648.86	\$ 34,899.47
May	34,250.61	648.86	\$ 34,899.47
Jun	34,250.61	648.86	\$ 34,899.47
Jul	34,250.61	648.86	\$ 34,899.47
Aug	34,250.61	648.86	\$ 34,899.47
Sep	34,250.61	648.86	\$ 34,899.47
<b>FY31 STAFF REPORT TOTAL</b>			<b>\$ 413,651.43</b>

Premises  
Patio

Proposed from Feb 11,2031 to Feb 10,2032 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 34,250.61	\$ 411,007.27	\$ 55.98
648.86	7,786.35	19.47
34,899.47	418,793.62	

FY2032	Base Rent	Patio Rent	Total
Oct	34,250.61	648.86	\$ 34,899.47
Nov	34,250.61	648.86	\$ 34,899.47
Dec	34,250.61	648.86	\$ 34,899.47
Jan	34,250.61	648.86	\$ 34,899.47
2/10/2032	11,810.55	223.75	\$ 12,034.30 <i>Pro-Rated (34,899.47*(10/29))</i>
2/11-2/28/2032	23,225.45	440.00	\$ 23,665.45 <i>Pro-Rated (36,120.95*(19/29))</i>
Mar	35,449.38	671.57	\$ 36,120.95
Apr	35,449.38	671.57	\$ 36,120.95
May	35,449.38	671.57	\$ 36,120.95
Jun	35,449.38	671.57	\$ 36,120.95
Jul	35,449.38	671.57	\$ 36,120.95
Aug	35,449.38	671.57	\$ 36,120.95
Sep	35,449.38	671.57	\$ 36,120.95
<b>FY32 STAFF REPORT TOTAL</b>			<b>\$ 428,144.27</b>

Premises  
Patio

Proposed from Feb 11,2032 to Jan 11,2033 - 3.5% Increase		
Monthly	Annually	Per Sq. Ft.
\$ 35,449.38	\$ 425,392.53	\$ 57.94
671.57	8,058.87	20.15
36,120.95	433,451.40	

FY2033	Base Rent	Patio Rent	Total
Oct	35,449.38	671.57	\$ 36,120.95
Nov	35,449.38	671.57	\$ 36,120.95
Dec	35,449.38	671.57	\$ 36,120.95
1/11/2033	12,578.81	238.30	\$ 12,817.11 <i>Pro-Rated (36,120.95*(11/31))</i>
Feb	-	-	\$ -
2/11-2/28/2033	-	-	\$ -
Mar	-	-	\$ -
Apr	-	-	\$ -
May	-	-	\$ -
Jun	-	-	\$ -
Jul	-	-	\$ -
Aug	-	-	\$ -
Sep	-	-	\$ -
<b>FY33 STAFF REPORT TOTAL</b>			<b>\$ 121,179.96</b>

### THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO THE LEASE (“Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Lake Worth Beach, Florida, a municipal corporation (“Landlord”), and RTT-Benny’s on the Beach, Inc., a Florida corporation (“Tenant”).

#### RECITALS

WHEREAS, on February 11, 2013, the Landlord and Tenant (collectively, “Parties”) entered into a Lease agreement for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use by the TENANT as a restaurant with incidental retail sales and a bait shop (“Lease”); and,

WHEREAS, the Landlord and Tenant entered into the First Amendment to the Lease on August 5, 2015; and,

WHEREAS, on May 19, 2020, the Landlord and Tenant entered into the Second Amendment to the Lease to revise certain terms and conditions as a result of the COVID-19 pandemic; and,

WHEREAS, the Landlord and Tenant are in negotiations to amend the Lease to extend the Lease for an additional term(s) and to address the Rent for such additional term(s); and,

WHEREAS, when the Lease is referenced hereinafter, it shall be defined to include the First Amendment and the Second Amendment; and,

WHEREAS, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, the Landlord and Tenant, in consideration of the mutual promises herein contained and contained in the Lease, the sufficiency of which is hereby acknowledged by both parties, agree to amend the Lease as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Amendment as true and correct statements of the Parties.
2. **City Commission Consideration.** This Amendment was considered by the Landlord’s City Commission at a public meeting on February 21, 2023, and the City Commission approved the same with direction to City staff to continue negotiations.
3. **No Default.** The Parties agree that the Lease remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Lease.
4. **Negotiations Extension.** The Lease is hereby extended for an additional ninety (90) days to allow for continued negotiations between the Parties (“Negotiations Extension”).
5. **Rent.** Unless otherwise agreed in writing by the Parties, for the duration of this Negotiations Extension, the Tenant shall pay as Rent the amount of **Twenty Thousand Nine Hundred Ten Dollars and 00/100 (\$20,910.00)** per month, plus applicable taxes, for the



**Hundred Ten Dollars and 00/100 (\$20,910.00)** per month, plus applicable taxes, for the Premises, as more fully set forth in the Lease. This Rent amount includes the Patio Area Rent and a two percent (2%) increase from the Rent currently paid under the Lease. No security deposit shall be required under this Negotiations Extension of the Lease.

6. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect.

7. **Controlling Documents.** To the extent that there exists a conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

8. **Entire Agreement.** The Parties agree that the Lease and this Amendment represent the entire agreement between the Parties and supersede all other negotiations, representations, or agreements, either written or verbal.

9. **Counterparts.** Each Party may sign one copy of this Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Amendment.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Lease on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

Witnesses (two for each):

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

ATTEST:

Approved as to form and legal sufficiency:

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

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

TENANT: RTT-BENNY'S ON THE BEACH, INC.

Witnesses (two):

Shona M. Smith  
Signature

Shona M. Smith  
Print Name

Francis J. Kelly  
Signature

FRANCIS J. KELLY  
Print Name

By: Lee M. Lipton  
Lee M. Lipton, President

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence or [ ] online notarization, this 14<sup>TH</sup> day of APRIL, 2023, by Lee M. Lipton, President, RTT-Benny's on the Beach, Inc., a Florida Corporation and who is personally known to me or who has produced the following FL DL as identification.



SHAYLA S. ELLIS  
Commission # HH 001261  
Expires September 19, 2024  
Bonded Thru Budget Notary Services

Notary Public  
Shayla S. Ellis  
Signature of Notary Public – State of Florida

**SHAYLA ELLIS**

Print, Type, or Stamp  
Commissioned Name of Notary Public

**SECOND AMENDMENT TO LEASE**

**THIS SECOND AMENDMENT TO THE LEASE** (“Second Amendment” hereinafter) is made this 19th day of May, 2020, between the **City of Lake Worth Beach**, Florida, a municipal corporation (the “Landlord”), and **RTT-Benny’s on the Beach, Inc.**, a Florida corporation (the “Tenant”).

**RECITALS**

**WHEREAS**, on February 11, 2013, the Landlord and Tenant (collectively, the “Parties”) entered into a Lease for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use by the Tenant as a restaurant with incidental pier management, retail sales and a bait shop (the “Lease”); and,

**WHEREAS**, the Landlord and Tenant entered into the First Amendment to the Lease on August 5, 2015, which addressed the use of the additional outdoor patio area by the Tenant; and,

**WHEREAS**, the Landlord and Tenant desire to amend the Lease to address changes to the terms and conditions of the Lease associated with the COVID-19 pandemic; and,

**WHEREAS**, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

**NOW THEREFORE**, the Landlord and Tenant, in consideration of the mutual promises herein contained and contained in the Lease, the sufficiency of which is hereby acknowledged by both parties, agree to amend the Lease as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated into this Second Amendment as true and correct statements of the Parties.
2. **NO DEFAULT.** The Parties agree that the Lease remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Lease.
3. **LANDLORD.** Subsection 1.1 of the Lease, entitled “Landlord”, is amended to reflect the new name of the Landlord as follows:

**1.1 Landlord.** CITY OF LAKE WORTH BEACH, a municipal corporation under the laws of the State of Florida.

4. **RENT ABATEMENT/DEFERRAL.** Subsection 4.4 of the Lease, entitled “Rent”, is amended to include a new sub-subsection, 4.4.1, as follows:

**“4.4.1 General.** Due to the COVID-19 pandemic, on March 20, 2020, Florida Governor Ron DeSantis issued Executive Order 20-70, which closed indoor premise service by restaurants with seating of more than ten (10) people. This resulted in Tenant having to close the leased premises on March 20, 2020. On May 11, 2020, the Governor through Executive Order 20-120 (based on Executive Order 20-112) authorized the Tenant to re-open indoor premise service so long as the Tenant adopted appropriate social distancing measures and limited Tenant’s indoor occupancy to no more than 25 percent of Tenant’s building occupancy. This Executive Order also allowed Tenant to start serving its outdoor areas (subject to mandatory social distancing between tables and limited to groups of 10 or less people). It is anticipated (but not known) that the Governor will continue to ease the COVID-19 restrictions and allow for further indoor premise service by Tenant. Based on the foregoing, the following amendments are made to this Subsection 4.4:

4.4.1.1 Tenant and Landlord agree that despite the COVID-19 restrictions, Tenant shall pay all March, April and May Rent as due under the Lease without any abatement or deferral of any amounts due as Rent.

4.4.1.2 If on **June 1, 2020 and each month thereafter until November 1, 2020**, there are still governmental COVID-19 pandemic restrictions in place on Tenant's indoor occupancy which restricts the Tenant's existing occupancy level, the Landlord agrees to abate and defer Tenant's Base Rent as follows: 50 percent of all Base Rent will be abated ("Abated Rent") and 50 percent of all Base Rent will be deferred ("Deferred Rent"). The Abated Rent amount shall not be paid by Tenant and not collected by Landlord. Tenant shall have one (1) year from the Date of Reopening (as defined below) to pay the Deferred Rent. If Tenant fails to pay the Deferred Rent within one (1) year from the Date of Reopening (as defined below), the Landlord, in addition to all other rights and remedies under this Lease and under applicable law, shall have the right to declare all Rent due under the then existing Lease term, including the Deferred Rent plus interest, as immediately due and payable. Failure to pay the Deferred Rent shall also be considered a Monetary Default under section 7 of the Lease. The Deferred Rent shall accrue interest from the Date of Reopening (as defined below) until paid in full at the rate set forth in section 55.03, Florida Statutes, regarding interest on judgments.

4.4.1.3 As of the Date of Reopening (as defined below), Tenant shall resume payment of all Rent due under the Lease without abatement or deferral under any provision of the Lease or under subsection 4.4.1.2 above.

4.4.1.4 For subsections 4.4.1.2 and 4.4.1.3 above, the "Date of Reopening" is defined as the earlier of the following dates: (1) the date that all federal, state and local restrictions related to COVID-19 are released; or, (2) **November 1, 2020.**"

5. **IMPOSSIBILITY OF PERFORMANCE.** Under Section 28 of the Lease, payment of Rent is not excused in the event of an "Unavoidable Delay" as defined therein. In light of COVID-19 restrictions and impacts on the Tenant, the Landlord and Tenant agree to add the following provision under Section 28:

"Notwithstanding the foregoing, **if on November 1, 2020 or thereafter**, governmental restrictions are imposed due to an infectious disease which restrictions limit the Tenant's use of its existing indoor occupancy, Tenant's payment of the then accruing Base Rent shall be deferred consistent with the extent that the governmental regulations restrict Tenant's existing indoor occupancy ("Additional Deferred Rent"). By way of example only, if governmental restrictions due to an infectious disease limits Tenant's existing indoor occupancy to 25 percent of Tenant's indoor occupancy, 75 percent of Tenant's then accruing Base Rent shall be deferred until the Date of Reopening (as defined below). During the period of time in which Tenant's Base Rent is deferred under this provision, Tenant shall not be entitled to any abatement of the Rent under this Lease or otherwise. Tenant shall have one (1) year from the Date of Reopening (as defined below) to pay the Additional Deferred Rent to the Landlord. If Tenant fails to pay the Additional Deferred Rent within one (1) year from the Date of Reopening (as defined below), the Landlord, in addition to all other rights and remedies under this Lease and under applicable law, shall have the right to declare all Rent due under the then existing Lease term, including the Additional Deferred Rent plus interest, as immediately due and payable. Failure to pay the Additional Deferred Rent shall also be considered a Monetary Default under section 7 of the Lease. The Additional Deferred Rent shall accrue interest from the Date of Reopening (as defined below) until paid in full at the rate set forth in section 55.03, Florida Statutes, regarding interest on judgments. As of the Date of Reopening (as defined below), Tenant shall resume payment of all Rent due under the Lease without abatement or deferral under any provision of the Lease or otherwise. For this provision regarding Additional Deferred Rent, the "Date of Reopening" is defined as the earlier of the following dates: (1) the date that all governmental restrictions related to the infectious disease are released; or, (2) one year from the date the governmental restrictions were put in place (even if governmental restrictions are still in place). If new governmental restrictions are mandated during the one

(1) year of Tenant’s repayment of the Additional Deferred Rent due to a new infectious disease, the Tenant’s repayment of the Additional Deferred Rent shall not be abated or deferred. However, this provision will apply to the new infectious disease and will allow for the deferral of the Tenant’s Base Rent then accruing consistent with the extent of the new mandated governmental restrictions on Tenant’s indoor occupancy.”

6. **SCRUTINIZED COMPANIES.** A new Section 32.15 is added to the Lease as follows:

32.15 **SCRUTINIZED COMPANIES.**

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

32.15.2 The Tenant agrees to observe the above requirements for applicable subleases entered into for performance under the Lease.

32.15.3 The Tenant agrees that the certifications in this section shall be effective and relied upon by the Landlord for the term of the Lease, including any and all renewals.

32.15.4 The Tenant agrees that if it or any of its sublessees’ status changes in regards to any certification herein, the Tenant shall immediately notify the Landlord of the same.

32.15.5 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.

7. **COUNTERPARTS.** Each party may sign one copy of this Second Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Second Amendment.

8. **ENTIRE AGREEMENT.** This Second Amendment is intended to amend the Lease as specified herein and shall take precedence over the Lease and the First Amendment. All other terms of the Lease, as previously amended by the First Amendment, that are not amended by this Second Amendment shall remain in full force and effect. No other agreements, statement, or promise relating to the subject matter of this Second Amendment and the Lease, as amended by the First Amendment, which are not contained herein or therein shall be valid or binding.

9. **EFFECTIVE DATE.** This Second Amendment shall not be binding upon the parties until approved by the Tenant and the City Commission of the City of Lake Worth Beach, as the Landlord. The Effective Date of this Second Amendment shall be the date this Second Amendment is approved and fully executed by the Landlord.

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

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Lease (with RTT-Benny's on the Beach, Inc., as the Tenant) to be executed by their duly authorized representatives on the date(s) set forth below.

LANDLORD: CITY OF LAKE WORTH BEACH, FLORIDA

Witness:  
By: [Signature]

Print Name: Wanda Maldonado

By: [Signature]  
Betty Resch, Mayor

Date: 8/18/21



ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

TENANT: RTT-BENNY'S ON THE BEACH, INC.

Witnesses (two):

[Signature]  
Signature

LEELA WHARWOOD  
Print Name

[Signature]  
Signature

Frank Block  
Print Name

By: [Signature]  
Print Name: LEE LIPTON  
Title: president

Date: 7/13/2021

STATE OF FLORIDA )  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 13 day of July, 2020, ~~2021~~ by LEE LIPTON as the PRESIDENT (title) of RTT-Bennys on the Beach Inc, and who is personally known to me or who has produced the following photo as identification.



Notary Public [Signature]  
Print name: LEELA WHARWOOD  
My commission expires: 6/1/2023



**FIRST AMENDMENT TO LEASE**

THIS FIRST AMENDMENT TO THE LEASE ("Amendment" hereinafter) is made this 5 day of <sup>July</sup> ~~July~~, 2015 between the **City of Lake Worth**, Florida, a municipal corporation ("Landlord" hereinafter), with its principal office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **RTT-BENNY'S ON THE BEACH, INC.**, a corporation authorized to do business in the State of Florida, ("Tenant" hereinafter).

**RECITALS**

WHEREAS, on February 11, 2014, the Landlord entered a Lease with the Tenant for premises located on the City of Lake Worth Municipal Pier for use by the Tenant as a restaurant with incidental retail sales and a bait shop (the "Lease" hereinafter);

WHEREAS, the Tenant approached the Landlord about using an extra 400 square feet of space adjacent to and west of the Lease premises for additional food and beverage services ("Patio Area" hereinafter);

WHEREAS, the Landlord and Tenant have negotiated a price of \$15 per square foot as the annual payment to the Landlord for the Patio Area, which is to be made in monthly installments of \$500 per month to the Landlord;

WHEREAS, the Tenant has been using the Patio Area since March 1, 2015 and agrees to pay the Landlord \$2000 in recognition of such use through July 1, 2015;

WHEREAS, the Landlord and Tenant desire to amend the Lease to provide terms and conditions for the Tenant's use of the Patio Area.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Landlord and Tenant agree to amend the Lease as follows:

**1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Amendment as true and correct statements.

**2: AMENDMENT TO LEASE.** A new paragraph 4.5 is added to the Lease as follows:

**4.5 PATIO.** So long as the federal, state, and local laws, codes, zoning restrictions, ordinances, regulations, and safety requirements permit, Landlord agrees that Tenant shall have a revocable license to use the area adjacent to and immediately outside of the Premises, as described on Exhibit "A" attached hereto and incorporated herein ("Patio Area" hereinafter); provided that, Tenant complies at all times with the following license requirements for the Patio Area:

- 4.5.1 Tenant's use of the Patio Area shall comply with all laws, codes, zoning restrictions, ordinances, regulations, safety requirements, approvals, permits and licenses relating thereto.
- 4.5.2 Tenant shall obtain at its sole cost and expense all necessary approvals, permits, and licenses in connection with use of the Patio Area (with copies furnished to Landlord) and keep the same in full force and effect during Tenant's use of the Patio Area; provided that, Tenant's failure to obtain such approvals, permits and licenses shall not be deemed to be a contingency of the effectiveness of the Lease or entitle Tenant to terminate the Lease.
- 4.5.3 Tenant shall install, at its sole cost and expense, all furniture and equipment (collectively, "Furniture") it deems desirable for its use in the Patio Area and Tenant shall be solely responsible for any destruction, damage, theft, or vandalism of, or to, the Furniture. If at any time the Furniture is damaged or is in need of repair or replacement, Tenant shall promptly repair or replace the same and maintain all Furniture to present a clean and functioning appearance.
- 4.5.4 Tenant hereby covenants and agrees that it shall not: (i) restrict access to the Premises or pedestrian flow through the areas outside the Patio Area; (ii) erect or place any canopy or other enclosure or covering on the Patio Area without Landlord's prior written approval; (iii) permit any music or other similar sounds to be played in the Patio Area without Landlord's prior written approval; or (iv) permit loitering in the Patio Area by persons who are not customers of Tenant.
- 4.5.5 Tenant shall clean and keep in good repair the Patio Area and shall remove all trash generated therefrom on a daily basis or more frequently as needed. If Tenant fails to clean or keep the Patio Area in good repair, or remove trash therefrom as required by this section, then in addition to and not in lieu of any other remedy to which Landlord may be entitled, Landlord shall have the right but not the obligation, upon 24 hours' prior written notice to Tenant, to clean and/or repair the Patio Area, or remove the trash on Tenant's behalf; and Tenant shall pay Landlord 125 percent of Landlord's cleaning, repair, or trash removal costs (including any overtime costs) immediately upon Landlord's demand therefore.
- 4.5.6 Tenant shall reimburse Landlord immediately upon Landlord's demand therefore, the cost of repairs or restoration of the common areas arising out of Tenant's use of the Patio Area or acts or



negligence of Tenant, its customers, employees, agents, contractors, invitees, or licensees.

- 4.5.7 Tenant agrees to pay the Landlord \$15.00 per square foot per annum for use of the Patio Area which shall be added to the Lease Rent and subject to all escalation clauses contained in this Lease document including lease renewal options ("Patio Area Rent"). The Tenant's payment of the Patio Area Rent shall be made in equal monthly installments (initially at the rate of \$500 per month) commencing July 1, 2015. The Patio Area Rent shall be paid at the same time and in the same manner as the Tenant's Rent is paid under the Lease. If Tenant terminates its use of the Patio Area or the City revokes the license to use the Patio Area, the Patio Area Rent will be terminated as of the effective date of said termination or revocation (with the amount prorated on a daily basis). Tenant shall also pay any and all taxes and assessments related to or arising out of Tenant's use of the Patio Area.
- 4.5.8 Tenant will cooperate with the Landlord and reasonably accommodate the Landlord's request to conduct special events in the Patio Area; provided that, the Landlord will use the food and beverage services of the Tenant for such special events.
- 4.5.9 Tenant's right granted herein to use the Patio Area is neither transferable nor assignable independently from its leasehold interest.
- 4.5.10 Landlord shall have no liability to Tenant if it is unable to use the Patio Area for any reason; provided that if Tenant is unable to use the Patio Area due to Landlord's negligence or wrongful acts or the failure of any governmental agency to issue required licenses or permits necessary to use the Patio Area as provided for in this Lease Amendment, the Patio Area Rent shall be abated for that period of time that Tenant is unable to use the Patio Area. Tenant must notify Landlord within five (5) business days of being unable to use the Patio Area , or the Tenant waives the right to have the Patio Area Rent abated.
- 4.5.11 Landlord shall be entitled, for reasonable cause, to revoke Tenant's license to use the Patio Area, upon 30 days' prior written notice to Tenant ("Revocation Notice") setting forth the reason for the revocation ("Defect") and providing Tenant with the right to cure the Defect within thirty (30) days of its receipt of the Revocation Notice ("Cure Period"). In the event Tenant has not cured the Defect within the Cure Period, or if the Defect is such that it cannot be reasonably cured within the Cure Period, if Tenant has not commenced the correction of the Defect within the Cure Period and diligently pursued its resolution, then in that event Landlord may remove Tenant therefrom; and, prior to the revocation

of such license, Tenant, at its sole cost and expense, shall remove its Furniture from the Patio Area and restore the Patio Area to its condition prior to Tenant's use thereof, ordinary wear and tear excepted. If Tenant fails to do so, then Landlord may remove Tenant's Furniture and restore the Patio Area, and Tenant shall pay the cost of such removal and restoration to Landlord, upon demand. Notwithstanding anything to the contrary in this Lease, Landlord, in its sole and absolute discretion, shall be entitled to revoke Tenant's license to use the Patio Area upon 180 days' prior written notice to Tenant.

- 4.5.12 Tenant shall be entitled, in its sole and absolute discretion, to terminate its use of the Patio Area, upon 30 days' prior written notice to Landlord; and, prior to the termination of such use, Tenant, at its sole cost and expense, shall remove its Furniture from the Patio Area and restore the Patio Area to its condition prior to Tenant's use thereof, ordinary wear and tear excepted. If Tenant fails to do so, then Landlord may remove Tenant's Furniture and restore the Patio Area, and Tenant shall pay the cost of such removal and restoration to Landlord, upon demand.
- 4.5.13 Should Landlord require the use of any portion of the Patio Area in connection with special events at the Premises or Beach; operation or maintenance of the Premises or Beach; or, for any other purpose or use, Tenant shall remove its Furniture and other personal property from the Patio Area for such periods of time as Landlord shall designate in order to accommodate such uses. Such Landlord use shall be limited to no more than five (5) times per calendar year.
- 4.5.14 To the fullest extent permitted by laws, Tenant shall indemnify, defend, save and hold harmless, Landlord, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the City's License of the Patio Area to Tenant and/or Tenant's use of the Patio Area by the Tenant, any of its contractors, agents, officers, employees, invitees or guests. Tenant shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including at all levels of trial and appeals). All costs and attorney's fees associated with any such defense shall be the responsibility of the Tenant. Nothing contained herein is intended nor shall it be construed to waive the Landlord's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

The Tenant's obligation to defend the Landlord in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Landlord's notice of claim to Tenant. Tenant's inability to evaluate liability or its evaluation of liability, shall not excuse the Tenant's duty to defend within 7 days after such notice is given by the Landlord. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Landlord solely negligent, shall excuse performance of this provision by Tenant and Tenant shall pay all costs and attorney's fees related to this obligation and its enforcement by the Landlord. The Landlord's failure to notify the Tenant of a claim shall not release the Tenant from the above duty to indemnify.

- 4.5.15 The parties hereto agree that the Landlord's right to terminate the license to use the Patio Area as stated herein is absolute and shall not result in any inequity to Tenant because of any Furniture purchased and used in the Patio Area or any authorized improvements by Tenant to the Patio Area. Accordingly, the license to use the Patio Area shall not be construed as an irrevocable license or a license coupled with an interest because of said Furniture or improvements.
- 4.5.16 The Tenant acknowledges that the Landlord and the public will be irreparably damaged if the terms and conditions of the license to use the Patio Area are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Tenant of the terms and conditions stated herein for the Patio Area, then the Landlord shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.
- 4.5.17 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this license on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this license intended to relieve or discharge the obligation or liability of any third person to any party to this license nor shall any provision give any third persons any right of subrogation or action over or against any party to this license.
- 4.5.18 Tenant shall ensure that all Furniture (in whole or in part) remains inside the Patio Area. Failure to keep all Furniture inside the Patio Area may result in the City immediately requiring Tenant to remove the Furniture; define the Patio Area with paint and/or other border; and/or, revoke Tenant's license to use the Patio Area.

4.5.19 Tenant shall extend its Commercial General Liability insurance (as required under the Lease) to the Patio Area and maintain the same at all times while the Tenant uses the Patio Area. Tenant shall provide proof of the extended insurance to the Landlord upon the execution of this Amendment.

4.5.20 For purposes of the rights and obligations of the parties under the Lease, the Patio Area shall be considered part of the Premises; however the provisions herein related to the license to use the Patio Area shall supersede any conflict provisions in the Lease regarding the Premises.

3: PAYMENT OF EARLIER PATIO AREA RENT. The Tenant agrees to pay the Landlord \$2,000 upon the execution of this Amendment as Patio Area Rent for the Tenant's use of the Patio Area from March 1, 2015 to June 30, 2015.

4: ENTIRETY OF AGREEMENT. The Landlord and Tenant agree that the Lease including this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. Except as may be provided for in the Lease, none of the provisions, terms and conditions contained in the Lease including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5: LEGAL EFFECT. This Amendment shall not become binding and effective until approved by the City Commission.

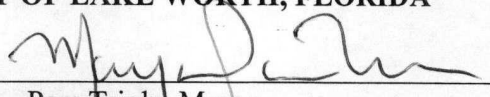
6: COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

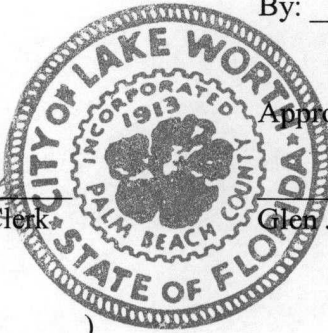
7: AMENDMENT. Except as stated herein, all other terms and conditions of the Lease shall remain in full force and effect.

(SIGNATURE PAGES FOLLOW)

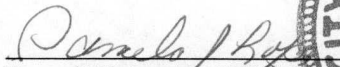
IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Lease on the day and year first above written.

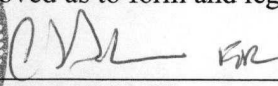
**CITY OF LAKE WORTH, FLORIDA**

By:   
Pam Triolo, Mayor



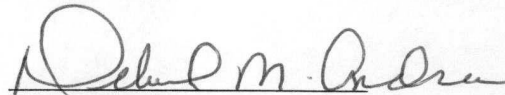
ATTEST:

  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:  
  
Glen J. Torcivia, City Attorney

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2015, by Pam Triolo, Mayor, and Pam Lopez, City Clerk, on behalf of the City of Lake Worth, and who are personally known to me.

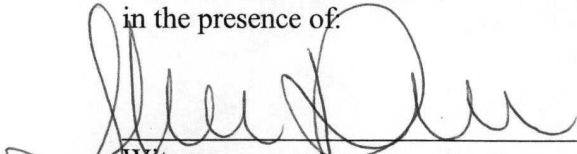
  
NOTARY PUBLIC

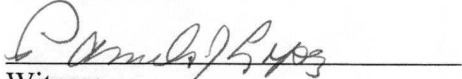


(SIGNATURE PAGE FOLLOWS)

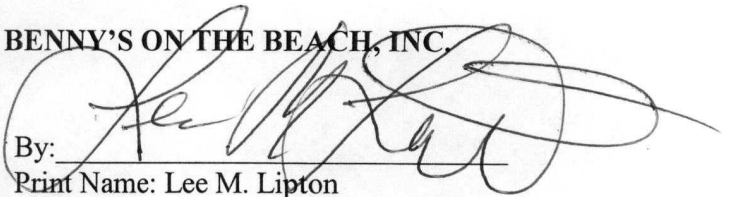


Signed, sealed and delivered  
in the presence of.

  
\_\_\_\_\_  
Witness  
Shanovia Denwiddie  
(print name of witness)

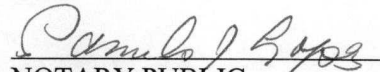
  
\_\_\_\_\_  
Witness  
Pamela J. Lopez  
(print name of witness)

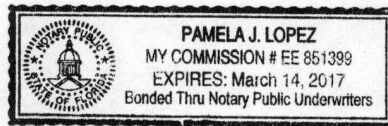
RTT- BENNY'S ON THE BEACH, INC.

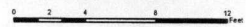
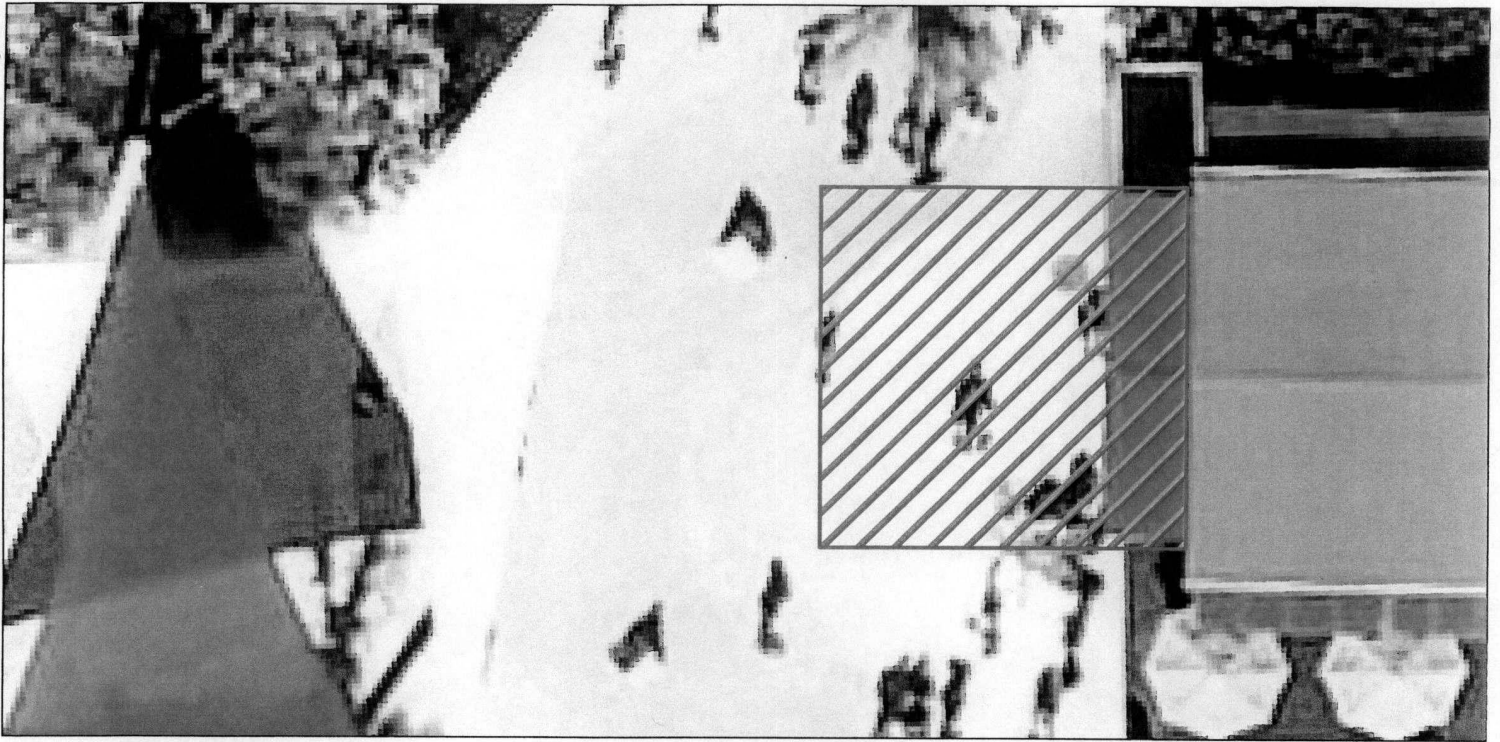
By:   
\_\_\_\_\_  
Print Name: Lee M. Lipton  
Title: President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of July, 2015, by Lee M. Lipton, as President of **RTT- BENNY'S ON THE BEACH, INC.**, a Florida corporation, on behalf of said company, who () is personally known to me or () produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC





PREPARED BY  
MICHAEL ELEVINS  
THE CITY OF LAKE WORTH  
COMMUNITY SUSTAINABILITY  
DEPARTMENT  
1960 S.W. 47th St.  
LAKE WORTH, FL 33461  
Tel: 561.532.3111  
Updated 01.26.2010



# Benny's Patio Area 20' x 20'



Exhibit A

**LEASE**

THIS LEASE (the "Lease") is made and entered into as of the Commencement Date of this Lease, by and between Landlord and Tenant

**WITNESSETH:**

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

**1. BASIC LEASE INFORMATION AND DEFINED TERMS.** The key business terms of this Lease and the defined terms used in this Lease are as follows:

**1.1 Landlord.** CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida.

**1.2 Tenant.** RTT-BENNY'S ON THE BEACH, INC., a Florida corporation.

**1.3 Tenant's Trade Name.** Benny's on the Beach.

**1.4 Premises.** The Premises is more particularly described as the following which are located on the Pier: Concession building (less the transformer room which is maintained and controlled by the Landlord); restroom; interior dining room; roof top deck; adjacent patio area; west end deck area; takeout service area; and, kitchen/preparation areas.

**1.5 Pier.** The Pier shall refer to the Lake Worth Municipal Ocean Pier owned by the Landlord, located in the County of Palm Beach, State of Florida, and excludes the Premises for purposes of this Lease. This Lease shall provide solely for the Management of the Pier by the Tenant, but shall not provide for the Tenant to acquire a leasehold interest in the Pier. Management of the Pier is as set forth in Section 15 of this Lease.

**1.6 Permitted Use of the Premises.** The Premises shall only be used for the following permitted uses: restaurant, incidental retail sales, and bait shop as further detailed in Article 4 of this Lease regarding use of the Premises.

**1.7 Commencement Date.** The Commencement Date shall be the date this Lease is approved by the City Commission.

**1.8 Lease Term.** The Lease Term shall be a term commencing on the Commencement Date and continuing for one hundred twenty (120) full calendar months (plus any partial calendar month in which the Commencement Date falls), as extended or sooner terminated under the terms of this Lease. If the Commencement Date falls on a day other than the first day of a month, the first month of the Lease Term shall commence on the first day of the calendar month immediately following the Commencement Date and the pro rata portion of the Rent shall be paid by Tenant for the partial month.

**1.9 Rent.** The Tenant shall pay twenty thousand dollars and no/100 (\$20,000.00) per month, plus applicable taxes, for the Premises, as more fully set forth herein. Tenant is an existing long term tenant of the Landlord at the current location pursuant to a Lease under which no security deposit is required. No security deposit shall be required under this Lease.

**1.10 Tenant's Notice Address.** 10 South Ocean Boulevard, Lake Worth, FL 33460 with a copy to The Young Law Firm at P.O. Box 2192, West Palm Beach, FL 33402 or to other such address as the Tenant shall notify the Landlord in writing.

**1.11 Landlord's Notice Address.** c/o City Manager, City of Lake Worth, 7 North Dixie Highway, Lake Worth, Florida 33460.

**1.12 Landlord's Broker.** N/A.

**1.13 Tenant's Broker.** N/A.



**1.14 Business Days.** All days other than Saturdays, Sundays, or Legal Holidays observed by the Landlord in the conduct of its business.

**2. TERM.** Tenant shall have and hold the Premises for the Lease Term. Tenant shall observe and perform all of its obligations under this Lease from the Commencement Date.

**3. OPTION TO EXTEND LEASE.** Provided that Tenant is not currently in default of the Lease, Tenant shall have the following options to extend the Lease Term: a) one initial eight (8) year option to extend the Lease Term ("Initial Extension"), and b) after exercising the Initial Extension, a second, twenty-three (23) month option to extend the Lease Term ("Second Extension"). All options to extend the Lease Term shall be effective provided that Tenant shall provide written notice to Landlord of its election to extend the Lease Term at least six (6), but not more than eighteen (18) months, prior to the expiration of the Initial or Second Extension of the Lease Term, with time being of the essence as to this notification period. Landlord shall have no obligation to notify Tenant hereafter of the required notification date to extend the Lease Term and Tenant shall be deemed to have waived its extension option(s) in the event Tenant fails to notify Landlord in writing by the required notification date. All terms and conditions of the Lease shall remain unchanged and in full force and effect upon Tenant's extension of the Lease Term; however, Rent for both the Initial and Second Extension of the Lease Term shall be negotiated and agreed to in writing by the parties prior to the commencement of the Initial Extension. The Rent negotiated for the Initial Extension shall also be the Rent amount for the Second Extension. The Rent demanded by Landlord for the Initial Extension shall not exceed an amount consistent with the rent for similar restaurant operations in similar locations located in Florida but shall take into consideration that the Rent will remain in effect for both the Initial and Second Extensions of the Lease Term.

**4. USE.**

**4.1 Permitted Use - Restaurant.** Tenant shall continuously use and occupy the Premises only for the use of the restaurant and incidental retail sales ("Permitted Use"), in keeping with the historical standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. Tenant shall conduct its business in the Premises solely under Tenant's Trade Name, Benny's on the Beach. The provisions of this article are in the nature of restrictive covenants running with the land. Tenant shall warehouse, store, and stock in the Premises only goods, wares, and merchandise that Tenant intends to offer for sale at, in, from, or upon the Premises.

**4.2 No Offensive or Illegal Use.** No use of the Premises during the Lease Term or extension thereof shall be offensive to the public by reason of odor, fumes, noise, or traffic; no illegal activity shall be conducted on the Premises by Tenant or by anyone claiming the right to use the Premises by or through Tenant; and no activities on the Premises shall be permitted by Tenant, or by anyone claiming the right to use the Premises by or through Tenant, which are, in the sole discretion of Landlord, immoral or lewd or capable of subjecting the Premises to an unfavorable reputation or reducing the sale or rental value of the Premises.

**4.3 Conduct of Business.** Throughout the Lease Term, Tenant shall actively conduct its restaurant business upon at least the Minimum Business Hours of 10:00am to 5:00pm, Monday through Saturday, and 12:00pm to 5:00pm on Sunday. Tenant shall be permitted to conduct its restaurant business during the same hours as the Pier operations. The Tenant shall be permitted to operate under a full liquor license within the Premises so long as it has the applicable state license. Interruption of Tenant's business because of any act of war, strike, fire, the elements, governmental action, or other cause beyond the reasonable control of the Tenant shall not constitute a default under this article, but no interruption of business shall affect the Tenant's responsibility to pay any form of rent due under this Lease except as specifically provided in section 15.6 regarding closure of the Pier. Tenant shall keep the Premises fully staffed with experienced personnel.

**4.4 RENT.** Tenant shall pay Rent (which includes applicable taxes) to Landlord in lawful United States currency. All Rent shall be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term and any extension thereof. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Rent, shall be denominated as Additional Rent. Except as otherwise provided, Additional Rent payments are due ten days after delivery of an invoice. Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord shall designate in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease. Tenant shall also be responsible for Real Estate Taxes apportioned to the Premises. The term "**Real Estate Taxes**" shall mean the

total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority, including real and personal property taxes, transit and other special district taxes, franchise taxes, and solid waste assessments that are assessed, levied, or in any manner imposed on the Premises. Real Estate Taxes are paid annually.

## 5. ASSIGNMENT OR SUBLETTING.

**5.1 General.** Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution or operation of law, without Landlord's prior written consent which shall not be unreasonably withheld. Tenant may not sublease, assign, mortgage or encumber the property. Any transfer by Tenant in violation of this article shall, at Landlord's option, be void. Tenant shall submit in writing to Landlord, not later than 30 days before any anticipated transfer, (a) the name and address of the proposed transferee, (b) a duly executed counterpart of the proposed transfer agreement, (c) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the space, and (d) banking, financial, or other credit information relating to the proposed transferee reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed transferee.

**5.2 Consent Criteria.** Notwithstanding the foregoing, Landlord's consent to a transfer may be withheld in Landlord's sole and absolute discretion, to any party who: (a) does not have the financial wherewithal to discharge its obligations under the Lease, (b) if Lessee is in default under this Lease beyond applicable notice and cure periods, or (c) the transferee has been disbarred, suspended or rendered ineligible to enter into contracts with Landlord, County of Palm Beach, or any other municipal, state or federal entity. In the event Landlord withholds consent to any transfer contrary to the provisions of this article, Tenant's sole remedy will be to seek injunctive relief against or specific performance by Landlord.

## 6. INSURANCE.

**6.1 Tenant's Insurance.** Tenant shall obtain and keep in full force and effect the following insurance coverages:

6.1.1. Commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form with combined single limits of \$1 million per occurrence / \$2 million aggregate; property insurance on the ISO causes of loss-special form, in an amount adequate to cover 100% of the replacement costs of all of Tenant's property at the Premises; and, fire legal liability in the amount of at least \$300,000 (which may be part of the GL policy).

6.1.2. Workers' compensation insurance; and,

6.1.3 Liquor liability insurance in the amount of \$1 million.

In addition, plate glass insurance with a deductible of not more than \$250 – is encouraged, but is not required. The commercial general liability insurance shall be primary and non-contributing to any insurance otherwise available to Landlord and shall not have any deductibles. Tenant shall comply with all requirements of the Board of Fire Underwriters of Florida any other similar body affecting the Premises and shall not use the Premises in a manner that shall increase the rate of fire insurance or other insurance of Landlord over that in effect during the year before the Commencement Date. Tenants insurance shall cover all property located within the Premises. The Landlord reserves the right to reasonably require additional insurance or modify the required insurance of the Tenant under the Lease. The City Manager or his or her designee is authorized to make such modification to the insurance requirements with such modification made by written notice to the Tenant.

**6.2 Insurance Requirements.** All Tenant's insurance policies shall be written with insurance companies and shall have coverage limits acceptable to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability insurance policy shall name Landlord and Landlord's managing agent (if any) as additional insureds. All policies shall provide that they may not be terminated or modified in any way that would materially decrease the protection afforded Landlord under this Lease without 30 days' advance notice to Landlord. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for Commercial General Liability and the 2003 edition of ACORD 28 for Property, with copies of declaration pages for each required policy). Coverage amounts for the commercial general liability insurance may be increased after commencement of the fifth full year of the Lease Term, if Landlord shall reasonably determine that an increase is necessary for adequate protection.

**6.3 Waiver of Subrogation.** Landlord and Tenant each expressly, knowingly, and voluntarily waive and release any claims that they may have against the other or the other's employees, agents, or contractors as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), to the extent any such claims are covered by the worker's compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease, or other property insurance that either party may carry at the time of an occurrence. Landlord and Tenant shall each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Premises and the property located in the Premises. This section shall control over any other provisions of the Lease in conflict with it and shall survive the expiration or sooner termination of this Lease.

## **7. DEFAULT.**

**7.1 Events of Default.** Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent or Additional Rent when due ("**Monetary Default**"); (b) Tenant fails to perform any other obligation under this Lease; (c) Tenant violates any requirement under the Use article of this Lease; (d) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant or any Guarantor; surety; (e) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (f) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (g) Tenant ceases to conduct business in the Premises for a period of 15 consecutive days, unless such cessation is authorized under other provisions of this Lease, or of court, or request of the Landlord; (h) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises; (i) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (j) Tenant transfers this Lease in violation of the Assignment or Subletting article; or (k) Tenant fails to deliver an estoppel certificate within the time period required by the Estoppel Certificates article of this Lease.

**7.2 Remedies.** If Tenant's default is other than a Monetary Default, Landlord shall deliver to Tenant a Notice of Default, providing that the Tenant shall have thirty (30) days to cure said default. If Tenant's default is a Monetary Default, Landlord shall deliver to Tenant a Notice of Default, providing that Tenant shall have ten (10) days to cure said default. If Tenant remains in material default after thirty (30) days have expired, or ten (10) days for a Monetary Default, in addition to all remedies provided by law, Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). In addition, Landlord may institute a distress for rent action and obtain a distress writ under Sections 83.11 through 83.19, Florida Statutes. If this Lease is rejected in any bankruptcy proceeding, Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated. **TENANT EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES (I) ALL CONSTITUTIONAL, STATUTORY, OR COMMON LAW BONDING REQUIREMENTS, INCLUDING THE REQUIREMENT UNDER SECTION 83.12, FLORIDA STATUTES, THAT LANDLORD FILE A BOND, IT BEING THE INTENTION OF THE PARTIES THAT NO BOND SHALL BE REQUIRED TO BE FILED BY LANDLORD IN ANY DISTRESS ACTION; AND (II) THE RIGHT UNDER SECTION 83.14, FLORIDA STATUTES, TO REPLEVY DISTRAINED PROPERTY.**

**7.3 Landlord's Right to Perform.** If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord within five days of rendition of a bill or statement to Tenant therefor.

**7.4 Late Charges, Interest, and Bad Checks.** If any payment due Landlord shall not be paid within five days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payments, or (b) \$250. All payments due Landlord shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by

Section 68.065, Florida Statutes. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank or by Federal Reserve wire transfer to Landlord's account.

**7.5 Limitations.** None of Landlord's officers, employees, agents, directors, shareholders, partners, members, managers, or affiliates shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights (other than Article 24, End of Term) to consequential damages, lost profits, punitive damages, or special damages of any kind.

**7.6 Security Interest.** Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings and other articles of personal property, and all proceeds of the sale or other disposition of such property (collectively, the "Collateral") to secure the payment of all Rent or Additional Rent to be paid by Tenant pursuant to this Lease. Such lien and security interest shall be in addition to any landlord's lien provided by law. This Lease shall constitute a security agreement under the Uniform Commercial Code, so that Landlord shall have and may enforce a security interest in the Collateral. Tenant authorizes Landlord to file a financing statement or statements and any further documents as Landlord may now or hereafter reasonably require to protect such security interest under such Code. Landlord, as secured party, shall be entitled to all rights and remedies afforded a secured party under such Code, which rights and remedies shall be in addition to Landlord's liens and rights provided by law or by the other terms and provisions of this Lease.

**8. ALTERATIONS.** "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made prior to Tenant's occupancy of the Premises. Tenant shall make no Alterations which affect utility services or plumbing and electrical lines or fire suppression or other systems of the Premises that are exterior to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion ("Material Alterations"). Tenant may make non-Material Alterations with Landlord's prior consent which consent shall not be unreasonably withheld. All Alterations shall be performed in accordance with Landlord's Tenant Alterations Rules and Requirements attached to this Lease as Exhibit "B" and incorporated herein. Before alterations commence, the general contractor shall obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes, as amended from time to time. In addition, a copy of the bond, the contractor's license(s) to do business in the jurisdiction(s) in which the Premises are located, the fully executed contract between Tenant and the general contractor, the general contractor's work schedule, list of all subcontractors, and all building or other governmental permits required for the Alterations shall be delivered to Landlord before commencement of the Alterations. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements in order to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation insurance as required by law, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), and commercial general liability insurance written on an occurrence basis with minimum limits of \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit; which coverage limits may be effected with umbrella coverage (including contractual liability, broad form property damage and contractor's protective liability coverage).

**9. LIENS.** The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for Alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the Lease" under applicable Florida case law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims

arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens.

**10. ACCESS TO PREMISES.** Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter and inspect the Premises, to make repairs and alterations Landlord deems necessary, and in the last nine months of the Lease Term to exhibit the Premises to prospective tenants, with reasonable prior notice, except in cases of emergency. Landlord shall provide Tenant with twenty four (24) hours' notice of its intent to enter and inspect unless except in the case of emergency, in which event no notice shall be required.

**11. COMMON AREAS.** The "Common Areas" shall be those areas used by all tenants of the Landlord upon the public property at the Lake Worth Beach ("Project"). The Common Areas shall include such areas and facilities as delivery facilities, walkways, landscaped and planted areas, and parking facilities and are those areas designated by Landlord for the general use in common of occupants of the Project, including Tenant. Landlord shall provide Common Area restrooms and supplies. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas. Landlord may increase, reduce, improve, or otherwise alter the Common Areas, otherwise make improvements, alterations, or additions to the Project, and change the name or number by which the Project is known. Landlord may also temporarily close the Common Areas to make repairs or improvements. In addition, Landlord may temporarily close the Common Areas and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, for pest extermination, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for entertainment, carnival type shows, rides, outdoor shows, displays, automobile and other product shows, the leasing of kiosks, or other uses that in Landlord's judgment tend to attract the public. Further, the Landlord reserves the right to utilize the lighting standards and other areas of the parking areas for advertising purposes and holiday decorations. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Project.

**12. CASUALTY DAMAGE.** If the Premises and/or the Pier are damaged by acts beyond the control of the Tenant and Landlord, the Landlord shall restore, repair and/or reconstruct the Premises and/or the Pier if sufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or Pier to substantially the same condition they were in immediately before the happening of the damage but only to the extent of Landlord's obligations as set forth in Article 14 herein on the Commencement Date for the Premises. If insufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or the Pier, the Landlord may budget and appropriate funds to reconstruct, restore or repair the Premises and/or the Pier to substantially the same condition they were in immediately before the happening of the casualty but only to the extent of Landlord's obligations as set forth in Article 14 herein on the Commencement Date for the Premises. If the Landlord, in its sole discretion, declines to budget and appropriate funds to reconstruct, restore or repair the Premises and/or the Pier or if insufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or the Pier, the Landlord may, within 90 days after the damage, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the tenth day after the notice is delivered. If Landlord terminates the Lease under this Article 12 and thereafter reconstructs, restores or repairs the Premises within five (5) years of the damage to substantially the same condition or a better condition that they were in immediately before the happening of the damage and the total term of this Lease (including all extension options) has not expired, this Lease shall be reestablished at Tenant's written request for the balance of the term of this Lease (including all extension options) plus an extension of the term for the time it took to reconstruct, restore or repair the Premises up to an additional five (5) years. The Tenant's written request to reestablish this Lease must be received by the Landlord no later than ninety (90) days after substantial completion of the reconstruction, restoration or repairs of the Premises. "Net insurance proceeds" as used herein means that amount of funds delivered to the Landlord under any of its insurance policies (if any) for casualty damage to the Premises and/or the Pier after payment of all applicable deductibles and other related fees and charges. In determining whether sufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or Pier, the cost, if any, to comply with newer building codes and regulations shall be included.

**13. CONDEMNATION.** If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Project is taken, at Landlord's option, this Lease shall terminate on the date on which possession of such portion of the Project is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price. Notwithstanding the foregoing, if the condemning authority is the Landlord or any agency acting on behalf of Landlord, the Tenant shall be entitled to business damages for the remainder of the Lease.

#### **14. REPAIR, MAINTENANCE AND OPERATIONS.**

**14.1 Landlord's Obligations.** The Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, only the roof, the outside walls (excluding storefronts), the structural portions of the Premises (exclusive of structural elements constructed by Tenant), and the portions of the electrical and plumbing systems servicing the Premises which are located outside the exterior boundaries of the building located on the Premises. However, unless the Waiver of Subrogation section of this Lease applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of Tenant, its employees, agents, or contractors. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs.

**14.2 Tenant's Obligations.** Except to the extent Landlord is obligated to repair and maintain the Premises as provided in the Landlord's Obligations section of this article, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, storefronts, ceilings, and floors in the Premises and electrical, plumbing (including grease traps), mechanical, fire protection, life safety, sprinklers, and HVAC systems servicing the Premises exclusively), in a clean, attractive, first-class condition. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Tenant shall enter into and maintain an annual maintenance contract with an air conditioning service firm.

**14.3 Replacement of Improvements.** At any time during the Lease Term after the tenth anniversary of the Commencement Date, and thereafter at any time after the tenth anniversary of the completion of any replacements of improvements under this section, if Landlord determines, in Landlord's sole reasonable discretion, that any leasehold improvements made to the Premises by Landlord or Tenant, as a result of wear, normal depreciation, or any other cause are of a quality which in Landlord's reasonable judgment is not consistent with the level of quality of, or generally prevailing within, the Project, Tenant will cause those improvements to be replaced. Any such worn or depreciated improvements will be replaced with materials and workmanship of a quality at least equal to the original installation for which replacement is made.

**14.4 Food Services.** If Tenant's operations include the services and/or preparation of food and/or beverages, Tenant shall comply with all Health Department and other governmental rules and regulations applicable to Tenant's operations in the Premises and shall promptly (a) furnish or cause to be furnished to Landlord copies of all Health Department and other governmental reports, notices, and citations issued with respect to the Premises, and (b) immediately cure or otherwise eliminate all deficiencies and violations noted by the Health Department and other governmental authorities. Tenant shall sanitize the dumpster designated for its use by Landlord and the area surrounding the dumpster on a regular basis, but no less than once a week. If Tenant does not properly dispose of its refuse, Landlord may have the area cleaned and Tenant shall pay all cleaning charges incurred by Landlord, plus an administrative fee equal to the greater of \$50.00 or 20% of the cleaning charges.

**14.5 Grease Traps.** Tenant shall install, maintain, repair, and replace all grease traps and other equipment necessary to maintain the restaurant in a clean and sanitary manner and free from insects, rodents, vermin, and other pests. No discharge of grease or grease laden water or other materials or food stuffs shall be introduced by Tenant into the waste water disposal or drainage systems serving the Project, Premises or Pier, but if a discharge should occur, in addition to all other rights and remedies under this Lease, Tenant shall be responsible for all costs and expenses (including any fines or penalties imposed by governmental authorities) which Landlord may incur.

**14.6 Exhaust Equipment.** Tenant shall maintain all exhausts, filtering or other devices (the "Exhaust Equipment") so as to prevent odors from emanating from the Premises. Tenant shall continuously operate the Exhaust Equipment during all hours of operation of Tenant's business in the Premises, and shall maintain and repair (or if necessary, replace) the Exhaust Equipment in good working order at all times at Tenant's sole cost. In the event Landlord notifies Tenant in writing that odors are emanating from the Premises, Tenant shall, within three days after notice from Landlord, commence in good faith to install such other reasonable control devices or procedures, at Tenant's cost and expense, as is reasonably required to eliminate such odors within a reasonable time, not to exceed seven days. If Tenant fails to take such action, Landlord may, at its sole discretion (i) cure such failure at Tenant's cost and expense, or (ii) treat such failure to eliminate such odors as a default under this Lease.

**14.7 Dumpster.** Tenant shall provide a dumpster and make arrangements for daily pick up. Tenant shall keep the dumpster area and other equipment washing and cleaning area in a clean and sanitary condition.

#### **15. PIER.**

**15.1 Hours:** The Tenant shall be permitted to conduct its Pier operations every day from 6:00am to 12:00am (November 1<sup>st</sup> – April 30<sup>th</sup>); and every day from 6:00am to 10pm during turtle season (from May 1<sup>st</sup> – October 31<sup>st</sup>), unless more further restricted by the Sea Turtle Protection and Sand Preservation regulations in the Palm Beach County ULDC. The hours may also be restricted by the Pier Master as set forth in subsection 15.3 below.

**15.2 Maintenance:** Tenant shall maintain the Pier and service areas adjacent to the Premises in good repair and in a good, clean, attractive, first-class condition and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises. Tenant shall be responsible for placing all its trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground adjacent to the dumpsters or trash bins. If Tenant does not properly dispose of its trash and garbage, Landlord may have the area cleaned in which event Tenant upon Landlord's demand shall pay all charges incurred by Landlord therefor, plus an administrative charge equal to the greater of \$50 or 20% of the charges incurred by Landlord. These charges shall be considered additional rent and shall be paid to Landlord upon presentation of a bill therefor.

**15.3 Pier Master:** Tenant shall engage a Pier Master who shall be present at all times when the Pier is open to the public. The Pier Master shall be responsible for the managing of the Pier and advising persons thereon, when necessary, of applicable rules, regulations, and ordinances pertaining to the use of said Pier. The Pier Master shall have the authority to open and close the Pier to the public based upon a threat to public safety including, but not limited to, weather related occurrences. Additional Rules and Regulations are appended hereto as Exhibit "A". The Rules and Regulations in Exhibit "A" may be amended by agreement of the Tenant and the City Manager, the City Manager being specifically granted by the Landlord to be its agent for modifications to the Rules and Regulations set forth on Exhibit A. However, changes to Exhibit A shall not affect any of the Landlord's rights under this Lease.

**15.4 Entrance Fees:** The Tenant shall be entitled to collect entrance fees from the public which shall operate as a management fee to the Tenant. The entrance fee rates shall be set by the Landlord, subject to the provisions of Exhibit "A".

**15.5 Repair/Reconstruction:** In the event that Landlord, and its Agents, shall require access to the Pier for purposes of maintenance or reconstruction, the following shall apply: (a) Landlord shall have the right to remove any canopies over the Adjacent Patio Area; (b) Landlord shall have the right to place a construction crane on the Pier through the Adjacent Patio Area. The crane shall remain on the Pier unless a Small Craft Advisory, Tropical Storm Watch, Hurricane Watch or other occurrence that creates a hazardous marine condition is issued necessitating the movement of the crane; (c) the Landlord and its Agents shall have access to the Adjacent Patio Area for the movement of construction supplies and equipment to the Pier, the Landlord shall notify the Lessee in advance the hours needed for access through the Adjacent Patio Area, preferably the afternoon prior to the next day's activities; (d) the Landlord and its Agents' work shall be perpetual with no significant intentional delay or stoppage as weather permits; (e) the temporary easements and powers shall last as long as reasonably needed to complete the needed Pier repairs or re-constructions; (f) after the completion of the repairs or re-constructions, the Landlord shall promptly restore the canopies, if any, over the Adjacent Patio Area and restore the Premises to its original condition before the repairs or re-constructions were done. All work shall be done in a good and workmanlike manner in compliance with all laws, rules, regulations and orders. Any damage to the Premises during the repairs or re-constructions shall be repaired promptly, without delay and prior to any further work being performed on the Pier. Tenant's Rent for the Premises shall be abated during the reconstruction based upon the monthly percentage of the Premises' square feet needed by the Landlord for Pier repair access (if any) in relations to the Premises' total leased square footage.

**15.6 Pier Closure:** Notwithstanding anything to the contrary in this Lease, in the event that the Pier is closed for more than 10 (ten) consecutive days for reasons not within the Tenant's control, the Tenant shall be entitled to a reduction in Rent of \$300.00 per day for the number of days that the Pier is closed beyond the 10 (ten) consecutive days. The aforementioned reduction in rent shall terminate at midnight the day before the Pier re-opens.

**16. ESTOPPEL CERTIFICATES.** From time to time, Tenant, on not less than five days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to Landlord and any mortgagee or prospective mortgagee or purchaser of the Project, Premises or Pier. Tenant shall indemnify, defend, and hold Landlord harmless from all damages resulting from Tenant's failure to comply strictly with its obligations under this article.

**17. SUBORDINATION.** This Lease is and shall be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Premises and/or the Pier, and to all renewals, modifications, consolidations, replacements, and extensions of the leases and mortgages. This article shall be self-operative and no further instrument of subordination shall be



necessary. However, in confirmation of this subordination, Tenant shall execute promptly any certificate that Landlord may request. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease.

**18. INDEMNIFICATION.** The Tenant shall indemnify and hold harmless the Landlord, including its officials, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Tenant, its officers, directors, employees, representatives and agents including, without limitation, those representatives and agents employed or utilized by the Tenant, which relates to or arises out of this Lease. The Tenant shall not be responsible for indemnifying or holding harmless that Landlord, its officials, employees and agents for the Landlord's own negligence or the negligence of the Landlord's officials, employees and agents. The Landlord agrees to be responsible for its own negligence. Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against either the Tenant or Landlord, nor shall this Lease be construed as a waiver of sovereign immunity for the Landlord beyond the waiver provided in section 768.28, Florida Statutes. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease and shall not be deemed a waiver of any rights of sovereign immunity that Landlord may have under applicable law. Either party's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party's obligations under this Indemnification article.

**19. NO WAIVER.** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then existing default by Tenant or of the right of Landlord to enforce the payment of any other Rent reserved in this Lease or to pursue eviction or any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article modify the common law rules of waiver and estoppel and the provisions of any statute which might dictate a contrary result.

**20. SERVICES AND UTILITIES.**

**20.1 Services Furnished.** Landlord shall have no obligation to provide any utilities or services to the Premises. Tenant shall be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters for the Premises. Tenant shall contract directly with the local utility providers for such services. Tenant shall be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises, and for interior janitorial, pest control, and waste removal services. Landlord may at any time change the electrical utility provider for the Premises. Tenant's use of electrical and heating, water, ventilating, and air conditioning services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Premises, and, if required by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usage, including separate submetering, shall be paid by Tenant as additional rent. Tenant may be required, upon request of Landlord, to provide Tenant's energy consumption data to Landlord in reasonable format required by Landlord.

**20.2 Interruption of Services.** In no event shall Landlord be liable for damages resulting from the failure to furnish HVAC, water, electric, or other service, unless caused by the negligence or intentional acts of Landlord, and any interruption or failure shall in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease.



**21. SECURITY DEPOSIT.** Intentionally Deleted.

**22. GOVERNMENTAL REGULATIONS.** Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities pertaining to Tenant or its use of the Premises, management of the Pier and/or activities on or about the Project, including the Americans with Disabilities Act of 1990 (“ADA”) and all applicable environmental laws. The Tenant shall be responsible for compliance with provisions of the ADA within the Premises; the Landlord being responsible for compliance with the ADA on the Pier and all areas within the Project. If Tenant’s operations require the ongoing use of hazardous or toxic substances, then Tenant shall supply Landlord with copies of reports and any other monitoring information required by applicable laws. Tenant agrees to pay, and shall indemnify defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this article, and as a result of any contamination of the Premises and/or the Pier because of Tenant’s use of hazardous or toxic substances on the Premises and/or the Pier. Tenant shall obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, shall release Tenant from the performance and observance of Tenant’s obligations under this Lease.

**23. SIGNS.**

**23.1 Landlord’s Consent Required.** Tenant will not place or permit to be placed or maintained on any portion of the Premises and/or the Pier, including on any exterior door, wall, or window of the Premises, or within the interior of the Premises, if visible from the exterior of the Premises, any signage or advertising matter of any kind, except as is currently existing, without first obtaining Landlord’s written approval and consent, which will not be unreasonably withheld. All signage shall comply with applicable governmental regulations and restrictions affecting the Premises and/or Pier.

**23.2 Exterior Alterations.** Any signs or other exterior Alterations, including awnings, canopies, decorations, lettering, advertising matters, or other things as may be approved by Landlord shall be maintained by Tenant in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the Premises and/or Pier. Upon the expiration or sooner termination of this Lease, if Landlord shall so elect, Tenant at its own expense shall remove all signs and restore the exterior of Premises and/or the Pier to its original condition. This obligation of Tenant shall survive the expiration or sooner termination of this Lease.

**24. BROKER.** Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

**25. END OF TERM/HOLDOVER.** Tenant shall surrender the Premises and Pier to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom-clean, except for reasonable wear and tear. Tenant shall be liable to Landlord for all damages, including any consequential damages and holdover rent in accordance with state law, that Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify, defend, and save Landlord harmless against all costs, claims, loss, or liability resulting from delay by Tenant in so surrendering the Premises and Pier, including any claims made by any succeeding tenant founded on any delay. All Alterations made by Landlord or Tenant to the Premises and/or the Pier shall become Landlord’s property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises and/or Pier all of Tenant’s personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises and/or Pier caused by the removal. Any items of Tenant’s property that shall remain in the Premises and/or Pier after the expiration or sooner termination of the Lease Term, may, at the option of Landlord, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant’s expense. “**Tenant’s Property**” shall mean all moveable personal property, machinery, furniture, and equipment, including moveable trade fixtures, that are installed in the Premises and/or Pier by or for the account of Tenant without expense to Landlord and that can be removed without damage to the Premises and/or the Pier.

**26. ATTORNEYS’ FEES.** The prevailing party in any litigation arising out of or in any manner relating to this Lease between the Landlord and Tenant, including the declaration of any rights or obligations under this Lease, shall be entitled to recover from the losing party reasonable attorneys’ fees and costs. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant’s interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys’ fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant. Notwithstanding the

foregoing, Tenant shall not owe Landlord for any costs, expenses or attorneys' fee and disbursements for litigation or actions brought by a third party against the Landlord which arises out of Landlord's ownership of the Pier and which does not arise out of or in any manner relate to this Lease or the Tenant's obligations hereunder.

**27. NOTICES.** Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by facsimile, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

**28. IMPOSSIBILITY OF PERFORMANCE.** For purposes of this Lease, the term "Unavoidable Delay" shall mean any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this article shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises or Pier at the end of the Lease Term, and shall not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

**29. FINANCIAL REPORTING.** Within 15 days after a request from Landlord, Tenant shall furnish to Landlord a balance sheet of Tenant as of the end of the most recently ended fiscal year of Tenant and a statement of income and expense for the year then ended, together with a certificate of the chief financial officer of Tenant to the effect that the financial statements have been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Tenant as of and for the period covered.

**30. ADVERTISING.**

**30.1 Advertised Name and Address.** Tenant shall not use the name of the Lake Worth Municipal Ocean Pier for any purpose other than as the address of the business to be conducted by Tenant in the Premises and/or Pier and Tenant shall not acquire any property right in or to any name which contains the name of the Pier as a part of the name. Tenant shall not use the name of Landlord in any advertisement or otherwise. Tenant shall use in its advertising and promotional activities for its business in the Premises such references to the name of the Pier and such identifying lettering, logos, marks, or symbols referring to the Pier as Landlord shall specify from time to time. Notwithstanding the foregoing, Landlord shall have the right to prohibit the use by Tenant of the name, marks, and symbols of the Pier in any manner determined to be unacceptable to Landlord in its sole discretion.

**30.2 Trademark License.** During the Lease Term, Tenant grants Landlord a non-exclusive and royalty-free license and limited right to use Tenant's trade names, trademarks, logos, and designs in the printing, publication, and distribution of promotional newsletters, advertisements, marketing brochures, and other materials (the "Marketing Materials") by Landlord and related entities.

**31. MOLD.** Tenant is advised that mold and/or other microscopic organisms ("Mold Conditions") are prevalent in Florida's humid climate and locations, especially in proximity to bodies of water. Mold Conditions may cause allergic reactions, respiratory reactions or other problems, particularly in persons with immune system problems, young children and elderly persons. Tenant acknowledges that it is fully responsible to maintain the proper operation of the HVAC system in the Premises at all times during the Lease Term to inhibit Mold Conditions. Tenant shall ensure property maintenance of the Premises and Pier to limit the accumulation of water and excessive moisture inside the Premises and on the Pier. Tenant shall notify Landlord immediately of any water intrusion conditions arising within the Premises or excessive water intrusion conditions on the Pier. TENANT ACKNOWLEDGES THE FOREGOING, AND AGREES TO ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL RISKS RELATED TO MOLD CONDITIONS IN THE PREMISES AND PIER. TENANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY LANDLORD, LANDLORD'S OFFICERS, AGENTS, EMPLOYEES, AND SUCCESSORS FROM ANY AND ALL LIABILITY OR DAMAGES, WHETHER FINANCIAL OR OTHERWISE, ARISING FROM OR RELATED TO MOLD CONDITIONS IN THE PREMISES AND ON THE PIER.

## **32. GENERAL PROVISIONS.**

**32.1 Construction Principles.** The words “including” and “include” and similar words will not be construed restrictively to limit or exclude other items not listed. This Lease has been negotiated “at arm’s-length” by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Lease. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. This Lease shall constitute the entire agreement of the parties concerning the matters covered by this Lease. All prior understandings and agreements had between the parties concerning those matters, including all preliminary negotiations, lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses the understanding of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease.

**32.2 No Representations by Landlord.** Neither Landlord nor Landlord’s agents have made any representations or promises concerning the physical condition of the Pier or the Premises, Tenant’s ability to use the Premises or the Pier for the uses permitted under this Lease, the area of the Premises or Pier or the manner of calculating such area, anticipated Operating Costs, or any other matter affecting or relating to the Premises or Pier, except as expressly set forth in this Lease and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.

**32.3 Radon Gas.** The following notification is provided under Section 404.056(6), Florida Statutes: “Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

**32.4 JURY WAIVER; COUNTERCLAIMS.** LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY NON-COMPULSORY COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

**32.5 SDN COMPLIANCE.** Tenant hereby represents, warrants and certifies that neither (i) Tenant, nor (ii) any of persons or entities that control or are controlled by Tenant (each a “**Tenant Party**”), has been, is currently, or at any time in the future shall be listed on the Specially Designated National list (“**SDN List**”) maintained by the United States Department of the Treasury Office of Foreign Assets Control (“**OFAC**”). At its option, Landlord shall have the right to immediately terminate this Lease if any Tenant Party becomes listed on the SDN List.

**32.7 VENUE/CHOICE OF LAW:** Any action brought under this action shall be brought in Palm Beach County, Florida. The choice of law shall be the laws of the State of Florida.

**32.8 PUBLIC ENTITY CRIMES.** Tenant 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. The Tenant will advise the Landlord promptly if it becomes aware of any violation of this statute.

**32.9 PREPARATION.** This Lease shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**32.10 PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the Tenant acknowledges that this Lease may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Tenant

is advised to review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance.

**32.11 TIME OF ESSENCE.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**33.12 NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

**32.13 INCORPORATION BY REFERENCE.** Exhibits attached hereto and/or referenced herein shall be deemed to be incorporated into this Lease by reference.

**32.14 EFFECTIVENESS.** This Lease is expressly contingent upon the approval of the Landlord's City Commission and shall become effective only when signed by all parties and approved by the Landlord's City Commission. Except where specifically authorized in this Lease, all modifications to this Lease require approval of the Landlord's City Commission.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANKSIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Commencement Date of this Lease.

WITNESSES:

[Signature]  
Signature of Witness 1

Deborah M. Andrea  
Print or type name of Witness 1

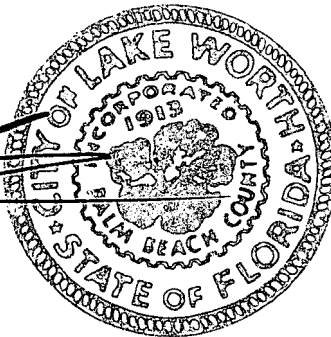
[Signature]  
Signature of Witness 2

Pamela J. Lopez  
Print or type name of Witness 2

ATTESTS:

By: [Signature]  
Pamela J. Lopez, City Clerk

By: [Signature]  
Michael Bornstein, City Manager



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] FOR  
Glen J. Torcivia, City Attorney

[Signature]  
Signature of Witness 1

JUAN RUIZ  
Print or type name of Witness 1

[Signature]  
Signature of Witness 2

BRAD LUKAS  
Print or type name of Witness 2

LANDLORD:

CITY OF LAKE WORTH,  
a municipal corporation under the laws of the State of Florida

By: [Signature]  
Name: Pam Triolo  
Title: Mayor

Date Executed: 2/11/13

TENANT:

RTT-BENNY'S ON THE BEACH, INC.  
a Florida corporation

By: [Signature]  
Name: Peter Thanopoulos  
Title: Owner

[CORPORATE SEAL]

Date Executed: 1/30/2013

## EXHIBIT "A"

### RULES FOR OPERATION OF THE PIER

#### A. RULES AND REGULATIONS

Notwithstanding any provisions to the contrary, the following shall control the operations of the Pier.

1. The Landlord is responsible for the replacement of wood boards and wood railings on the Pier in case of damage.
2. Tenant agrees to pressure wash the Pier once a quarter and maintain the Pier clear of debris and litter.
3. The Landlord will provide Benny's with appropriate trash can and recycling receptacles for the Pier.
4. Landlord agrees to install additional signage regarding Shark Fishing not being permitted from the Pier. All sharks hooked on the Pier must be water released and not brought onto the Pier.
5. Tenant agrees to maintain a professional staff to oversee the Pier operation and to conduct business with the daily public for all posted hours of operation. Tenant agrees to contact Landlord if circumstances prevent Tenant from staffing the Pier for any period of time.
6. Tenant agrees to design and operate a website dedicated to the Pier with calendar of events, fishing report and other applicable promotional information to inform the public of activities taking place on the Pier.
7. Tenant agrees to cover the cost of Refuse Service for their share of usage at the Pier, which shall be an amount to be determined by Public Services and the calculations provided to Tenant for verification.
8. Rates for general access to the Pier shall be set by the Landlord, but shall not be less than the rates advertised on the date of this Lease without the written approval of Tenant.
9. Any monetary sums collected by the Tenant for parking upon the Landlord's parking lots, including, without limitation, the lot at the Project ("Parking Pass"), shall be transmitted monthly to the Landlord. A Parking Pass is defined as only those parking amounts collected from individuals for self-parking. This shall not apply if the Tenant has a valid valet parking arrangement with the Landlord for parking at the Premises.
10. Tenant agrees to abide by and assist in the enforcement of the regulations and restrictions set forth in the Code of Ordinances of the City of Lake Worth for the Pier. Violations of the regulations and restrictions set forth in the Code of Ordinances of the City of Lake Worth for the Pier shall be promptly brought to the attention of the Landlord for further enforcement purposes.

#### B. CITY ACCESS

The Landlord may access the Pier for special events upon thirty (30) days' notice to the Tenant. The Landlord shall be responsible any additional security necessitated by the special event. The Landlord and Tenant shall enter into an event plan to coordinate the Landlord's occupancy of the Pier, including provisions for waste, additional restroom facilities, kiosks and other special provisions. For purposes of Landlord coordinated events on the Pier pursuant to this section, the Landlord shall retain the right to use a food and beverage provider of the of the Landlord's choosing to provide their event food and beverage services; provided however, that the Landlord shall not permit a food and beverage provider selling for commercial gain. This restriction does not apply to events taking place off the Pier for which the Landlord may utilize food and beverage vendors of the Landlord's choosing.

## EXHIBIT "B"

### TENANT ALTERATION REQUIREMENTS

#### **A. Requirements Prior to Commencement of Any Work in the Premises:**

1. Two (2) copies of Tenant's general contractor's or any subcontractor, as may apply, liability insurance naming Landlord and its managing agent as additional insureds.
2. Two (2) copies of approved building permit. Permit to include sufficient information to describe the work and designate the name and suite number of Tenant or if the work is extensive provide copies of plans and specifications as approved by the Building Department with the permit. (Landlord reserves the right to review and approve additional items and comments that may be required by the Building Department before commencement of the work.)
3. Prepare two (2) copies for Landlord's approval of a recordable "Notice of Commencement" executed by Tenant as "Owner".
4. Two (2) copies of Contractor "Certificate of Liability Insurance" prepared in accordance with the requirements of the Project, and evidencing the existence of builder's risk, commercial general liability, and workers' compensation insurance complying with the requirements of the Insurance article of this Lease.
5. One (1) copy of the Contractor's Florida Contracting License.
6. Two (2) copies of the work/project's completion schedule.
7. Two (2) copies of project vendor list with contact information.
8. Tenant, at its expense, will provide and furnish to Landlord payment and performance bonds (or other similar assurances agreed by Landlord), by a surety company reasonably acceptable to Landlord, in amounts equal to 150% of the costs and expenses of the work to be performed by the Tenant.

#### **B. General Requirements:**

1. Tenant and all construction personnel shall abide by Landlord's job site rules and regulations and fully cooperate with Landlord's construction representatives in coordinating all construction activities in the Premises, including rules and regulations concerning working hours, parking, and use of the construction elevator, if applicable.
2. Tenant shall be responsible for cleaning up any refuse or other materials left behind by construction personnel at the end of each work day.
3. Tenant shall deliver to Landlord all forms of approval provided by the appropriate local governmental authorities to certify that the Tenant Improvements and Alterations have been completed and the Premises are ready for occupancy, including original building permit and a final, unconditional certificate of occupancy.
4. At all times during construction, Tenant shall allow Landlord access to the Premises for inspection purposes. On completion of any Alterations and Tenant Improvements, Tenant's general contractor shall review the Premises with Landlord and Tenant and secure Landlord's and Tenant's acceptance of the Tenant Improvements and Alterations.
5. Workers shall provide their own temporary toilet facilities, trash facilities, water coolers, and construction materials dumpsters and shall locate them along with any construction trailers or field offices in areas specifically designated by Landlord.

6. No painting or spraying of chemicals, varnishes, lacquers, finishes, or paint will be allowed during normal business hours. Such activities shall only occur during days and times specifically preapproved by Landlord.

7. Any work that may disturb tenants of the Project ("Tenants") (including welding, cutting torch, drilling or cutting of the concrete floor slab or temporary interruption of any utility service), shall only occur before or after normal business hours and with Landlord's prior consent. Any unduly loud noise complained of by other Tenants will be immediately diminished to Landlord's reasonable satisfaction or the work will cease until the noise is so diminished.

8. Reasonable quantities of water and electricity for lighting, portable power tools, and other common uses as well as use of the construction elevator will be furnished to the contractor at a cost to be assigned at the completion of the job based on usage during the build-out period (including Building standard charges for use of the elevator). The contractor shall make all connections, furnish any necessary extensions, and promptly and professionally remove such connections and extensions on completion of work.

9. If a shutdown of plumbing, sprinkler, electrical, air conditioning and/or other equipment becomes necessary in connection with Tenant's work, Tenant will notify Landlord in advance and Landlord will determine when such shutdown may be made, and at Landlord's election any such shutdown will be done only when a representative of Landlord is present. In all instances where this is done, the system shall not be left inoperable overnight or over a prolonged period.

10. If applicable, all equipment installed shall be compatible with the base building fire alarm system and the contractor shall warrant that any connection to the base building fire alarm system shall only occur after proper notification to Landlord and on an after-hours basis. Any disruption to the existing fire alarm system or damage as a result of contractor's work will be the sole responsibility of Tenant.

11. All additional electrical circuits added to existing electrical panels or any new circuits added to new electrical panels will be appropriately labeled as to the area or equipment serviced by the circuit in question. Any electrical panel covers removed to facilitate installation or connection shall be reattached.

12. All workers must stay in their designated work areas and the use of radios, loud music, alcoholic beverages, narcotics, or cigarette smoking is prohibited in the Premises.

13. Any roof opening required at the Premises shall be performed by Landlord's roofing contractor if Landlord so demands, at Tenant's expense. Such openings shall include supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.

14. Any damage to any part of the Premises or Pier that occurs as a result of any work performed by Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord.

15. Tenant, at its expense, will promptly repair or replace, or at Landlord's election reimburse Landlord for the cost of repairing or replacing, property of Landlord that may be damaged, lost or destroyed in the performance of the work or as a result thereof.

16. Landlord will have no responsibility for or in connection with the work; Tenant, at its expense, will remedy and be responsible for all defects in the work, whether appearing during its progress or after completion and whether the same affect the Premises in particular or any of portion of the Premises or the Pier.

17. Demolition of partitions and removal of rubbish will be done during hours first approved by Landlord's City Manager in writing. All such materials are to be taken from the Premises through the delivery entrance of the Premises, by the freight elevator only (if any); or, if not freight elevator exists, only through the rear entrance of the Premises.

18. Electrical and power panel balancing will be maintained by and at the expense of Tenant during the entire period of Tenant Work.

19. Tenant and its contractors will not demolish or remove any of the Premises' or Pier's structure.



20. Roof openings (including, supporting structures, angles, curbs, flashing, ducts, vents and grills) are subject to Landlord's City Manager's prior written consent in each instance, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Landlord's City Manager may refuse to give its consent to any roof opening that in Landlord's City Manager's judgment exceeds the capability of the structural system. Any roof openings consented to by Landlord's City Manager must be made only by Landlord's roofing contractor at Tenant's expense, or such duly licensed roofing contractor as Landlord's City Manager may designate or approve in writing in its sole discretion.

21. All corridor, elevator, and lobby finishes require protection during construction.

22. There is a Two Hundred Fifty and 00/100 Dollar (\$250.00) penalty for "false alarms".

**C. Upon Completion of the Work, Tenant Shall Provide to the Landlord:**

1. Two (2) copies each of final inspection report and Certificate of Occupancy or Completion indicating that the work has been completed in accordance with the permit issued by the applicable Building Department.

2. Two (2) copies each of "as-built" drawings indication the alterations and relocating of existing construction (mechanical, electrical, etc...) if applicable, in PDF file format or on CD's.

3. Two (2) copies each of "Final Releases" in accordance with the Florida Lien Laws from general contractor, subcontractors, vendors, and suppliers associated with the work and Contractor's Final Affidavit indicating that all subcontractors have been paid in full for the work.

4. Two (2) copies each of permit plans including approved fire sprinkler drawings.

5. Two (2) copies of all equipment operating and maintenance manuals and demonstration of any equipment that will become the property of Landlord.

6. Two (2) copies of general contractor's one (1) year warranty on labor and materials for the work.

7. Two (2) copies of all other manufacturer guarantees/warranties on the improvements. Manufacturer's guarantees/warranties shall name Landlord as beneficiary where Landlord is or shall become responsible for the repair and maintenance of the installation.

8. Two (2) original copies of a letter from the architect of record indicating that the improvements have been installed in accordance with the approved plans and specification for the Building.

9. Two (2) copies of Tenant's completed "punch list" signed off by the Architect or Tenant's representative that the work has been satisfactorily completed by the Contractor.

10. Extra attic stock materials used in the build-out such as flooring, ceiling, base, paint, wall covering, etc materials to be stored in Tenant's suite for future use.

11. Two (2) copies of an independent HVAC Test and Balance report, if applicable.

12. Two (2) original copies of the Contractor's Final Owner (Tenant) Affidavit which is necessary to terminate the Notice of Commencement once the work has been concluded and the "Notice to Terminate the Notice of Commencement" document prepared by Tenant's Contractor and recorded by the Tenant.

13. Two (2) copies of the final payment application from the general contractor and accounting of the construction contract amounts (final AIA application for payment).

**The above required documentation must be delivered to Landlord prior to the release of any payments that may be due under the Lease.**

**D. Sustainability Requirements:**

1. Tenant shall comply with any recycling requirements enacted by Landlord, including the separation of construction materials/debris, paper, cardboard, plastics and glass.

2. Tenant shall provide all contractors performing work with a copy of these Rules and Regulations and a copy of the Lien section of the Lease indicating that no liens may be placed against Landlord's interest in the Premises or Pier for work performed by Tenant.

**MARKET RENT ANALYSIS OF RETAIL AND RESTAURANT SPACE SITUATED  
WITHIN THE LAKE WORTH BEACH CASINO AND PIER COMPLEX LOCATED AT  
10 SOUTH OCEAN BOULEVARD LAKE WORTH BEACH, FLORIDA 33460**

**FOR**

**LAUREN BENNETT, CPRP CITY OF LAKE WORTH BEACH**

**BY**

**ROBERT B. BANTING, MAI, SRA CERT GEN RZ4**

**WITH**

**ANDERSON & CARR, INC.**

**521 SOUTH OLIVE AVENUE WEST PALM BEACH, FLORIDA 33401**

**DATE OF INSPECTION: AUGUST 30, 2022 DATE OF REPORT: SEPTEMBER 14, 2022**

**DATE OF VALUE: AUGUST 30, 2022**

**FILE NO.: 2220385.000 CLIENT REFERENCE: 10 SOUTH OCEAN  
BOULEVARD**



September 14, 2022

Ms. Lauren Bennett, CPRP  
 City of Lake Worth Beach  
 17 South M Street  
 Lake Worth Beach, FL 33460

Dear Ms. Bennett, CPRP:

Pursuant to your request, we have personally performed a market rent analysis of the subject premises, consisting of retail and restaurant space situated within the Lake Worth Casino and Beach Complex. There is a total of (4) spaces in which the market rent is being surveyed; Benny's on the Beach, Mama Mia's Pizzeria, Kilwin's, and BF Enterprises dba Lake Worth Beach Tee Shirt Co.

The subject premises are located at the eastern terminus of Lake Avenue, on the west side of Lake Worth Public Beach and right side of South Ocean Boulevard in Lake Worth Beach. The property address is 10 South Ocean Boulevard, Lake Worth Beach, Florida. The subject premises are situated within the Lake Worth Casino and Beach Complex which features a new oceanfront park, restaurants, shops, ballroom, restrooms, picnic facilities, the William O. Lockhart Municipal Pier, and municipal pool (currently closed). The improvements contain a total of approximately 28,145 square feet of building area situated on approximately 21.41 acres of land. The complex offers ample metered parking spaces. Below is a table with a description of the subject premises:

<b>Lake Worth Casino and Beach Complex</b>					
<b>10 South Ocean Boulevard, Lake Worth Beach, Florida 33460</b>					
Tenant (Trade Name)	Suite #	Description	Rentable Area (SF)	Patio Area (SF)	Total SF
Benny's on the Beach	LW Pier	Restaurant	7,342	400	7,742
Mama Mia's	1 & 2	Restaurant	1,332	436	1,768
Kilwin's	3 & 4	Retail	1,332	367	1,699
LW Tee Shirt Co.	5 & 6	Retail	1,348	N/A	1,348

The purpose of this assignment is to estimate the market rent for the subject property as of August 30, 2022. The intended use of the report is to assist the client and intended user in establishing a market rental rate for negotiating lease renewals. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this report is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.



# ANDERSON CARR

City of Lake Worth Beach  
Lauren Bennett, CPRP  
Page 2  
September 14, 2022

As a result of our analysis, we have developed an opinion that the market rent (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of August 30, 2022 was as follows in the below table:

Lake Worth Casino and Beach Complex 10 South Ocean Boulevard, Lake Worth Beach, Florida 33460				
Tenant (Trade Name)	Suite #	Description	Current Base Rent Excluding Patio (Annual)	Market Base Rent Excluding Patio (Annual)
Benny's on the Beach	LW Pier	Restaurant	\$240,000.00	\$242,000.00
Mama Mia's	1 & 2	Restaurant	\$63,531.07	\$66,500.00
Kilwin's	3 & 4	Retail	\$45,383.90	\$60,000.00
LW Tee Shirt Co.	5 & 6	Retail	\$64,301.50	\$61,000.00
Base Rents DO NOT include Patio Area(s), where applicable				
Does not include applicable sales tax or CAM charges				

The following presents our market rent survey analysis. This letter must remain attached to the report, which contains 45 pages plus related exhibits, in order for the market rent conclusions set forth to be considered valid.

Respectfully submitted,

ANDERSON & CARR, INC.

Robert B. Banting, MAI, SRA  
Cert Gen RZ4

RBB:

**ANDERSON CARR****TABLE OF CONTENTS**

	Page No.
Summary Of Important Facts And Conclusions .....	5
Certification .....	8
General Limiting Conditions .....	9
Area/Location Maps .....	12
Aerial Photographs .....	13
Subject Property Photos (Taken August 30, 2022) .....	14
Purpose And Date Of Report .....	28
Subject Premises .....	28
Intended Use And User .....	28
Client.....	28
Definition Of Market Rent .....	28
Typical Lessee Profile .....	29
Scope Of Assignment .....	29
Premises Sketch .....	30
Summary of Subject Leases .....	32
Market Rent Analysis .....	36
Rental Location Map .....	39
Market Rent Conclusion .....	42

Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4



DRAFT



**SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS**

<b>Client:</b>	City of Lake Worth Beach Lauren Bennett, CPRP
<b>Intended User:</b>	City of Lake Worth Beach
<b>Analysis Performed:</b>	Market Rent Analysis
<b>Special Assumptions Reference:</b>	None
<b>Unusual Market Externality:</b>	Covid-19 Pandemic
<b>Location:</b>	The subject premises are located within the Lake Worth Beach Casino and Beach Complex at the eastern terminus of Lake Worth Road, on the west side of Lake Worth Public Beach and right side of South Ocean Boulevard in Lake Worth Beach. The property address is 10 South Ocean Boulevard, Lake Worth Beach, Florida.
<b>Year Built:</b>	1920's, rebuilt in 1940's and 1970's, rebuilt new in 2012
<b>Total Building Area:</b>	28,145 square feet
<b>Total Rentable Area:</b>	Benny's: 7,342 square feet plus 400 square foot patio Mama Mia: 1,332 square feet plus 436 square foot patio Kilwins: 1,332 square feet plus 367 square foot patio LW Tee Shirt Co.: 1,348 square feet
<b>Site/Land Area:</b>	932,620 square feet or 21.41 acres of land area
<b>Zoning:</b>	BAC- Beach and Casino by City of Lake Worth Beach
<b>Number of Floors:</b>	2
<b>Basic Construction:</b>	CBS and wood frame
<b>Exterior Finish:</b>	Painted Stucco
<b>Roof Support/Covering:</b>	Flat roof (the covering was not inspected; however, it is



assumed to be typical built-up or membrane type covering in good working condition), barrel tile mansard

**Doors:**

Glass store front doors

**Windows:**

Fixed glass in metal frame storefronts

**Floors:**

Benny's: Ceramic Tile, wood decking

Mama Mia: Ceramic Tile

Kilwins: Ceramic Tile, vinyl

LW Tee Shirt Co.: Wood

**Ceiling:**

Benny's: Drywall

Mama Mia: Acoustical Ceiling Tiles

Kilwins: Exposed and acoustical ceiling tiles

LW Tee Shirt Co.: Exposed

**Interior Walls:**

Benny's: Drywall, wall paper, FRP in kitchen

Mama Mia: Drywall, decorative stone

Kilwins: Drywall

LW Tee Shirt Co.: Drywall

**Lighting:**

Fluorescent and incandescent fixtures, trac lighting

**Fire Detection:**

Benny's: Fire alarm, fire extinguisher

Fire sprinkler system, fire alarm, fire extinguisher (Mama Mia's, Kilwins and LW Tee Shirt Co.)

**AC/Heating:**

Central HVAC

**Parking:**

Metered public parking



**Building Comments/Condition:**

Property appeared to be in good overall condition. There were no signs of deferred maintenance noted during the inspection of the subject premises.

**Description of Premises:**

Benny's: The premises is a fully built out restaurant space containing a total of approximately 3,400 square feet of enclosed rentable area with an additional outdoor dining, bar and patio areas totaling approximately 4,342 square feet. The premises is situated on the Lake Worth Beach Pier with the southern portion of the pier being utilized as outdoor dining area. The premises also consists of an enclosed upper dining area, small air conditioned dining area, an outside covered bar, tent and patio areas, and (2) restrooms. Additionally, there is a small "bait shop" where admittance to the pier is paid and where patrons can purchase bait and concession. The restaurant is responsible for maintaining the pier and collecting fees for guest parking and guest utilization of the pier.

Mama Mia's: The premises is situated in Units 1 & 2 on the ground floor of the Lake Worth Casino building and contains 1,332 square feet of enclosed building area as well as a 436 square foot patio/outdoor dining area. The premises is a fully built out restaurant with kitchen, pizza ovens, walk in freezer and dining area.

Kilwins: The premises is situated in Units 3 & 4 on the ground floor of the Lake Worth Casino building and contains 1,332 square feet of enclosed building area as well as a 367 square foot patio/outdoor area. The premises contains a walk in freezer, ice cream serving counter, retail displays and indoor/outdoor seating areas.

LW Tee Shirt Co.: The premises contains 1,348 square feet and is fully built out as a retail store with a small office. The premises is situated in Units 5 & 6 on the ground floor of the Lake Worth Casino building.

Mama Mia's, Kilwins, and LW Tee Shit Co. utilize common area public restrooms which are located nearby within the building.

**Current Use:**

Commercial/Restaurant/Retail



**Market Rent Conclusions:**

Benny's on the Beach:  
Net Annual Market Rent: \$248,000  
Net Monthly Market Rent: \$20,666.67

Mama Mia's Pizzeria:  
Net Annual Market Rent: \$73,000  
Net Monthly Market Rent: \$6,083.33

Kilwins:  
Net Annual Market Rent: \$65,500  
Net Monthly Market Rent: \$5,458.33

BF Enterprises (Lake Worth Tee Shirt Co.):  
Net Annual Market Rent: \$61,000  
Net Monthly Market Rent: \$5,083.33

**Date of Inspection:** August 30, 2022  
**Date of Report:** September 14, 2022  
**Date of Value:** August 30, 2022

**CERTIFICATION**

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Robert B. Banting, MAI, SRA has made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.



-  
Robert B. Banting, MAI, SRA  
Cert Gen RZ4

**GENERAL LIMITING CONDITIONS**

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.
3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.



4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.
5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.
6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.
7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.
8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.
9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.
10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in postappraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.
11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.
12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials



may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

13. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.

14. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.

15. The rent estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of rent in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

16. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.

17. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of rent contained in this report is based.

18. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

19. This appraisal report has been prepared for the exclusive benefit of the client and intended users, City of Lake Worth Beach. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

20. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct





evidence relating to this issue, possible non-compliance with the requirements of the ADA in estimating the value of the property has not been considered.

21. ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.



AREA/LOCATION MAPS





AERIAL PHOTOGRAPHS







SUBJECT PROPERTY PHOTOS (TAKEN AUGUST 30, 2022)



West side of Benny's On The Beach





East side of Benny's On The Beach





South side of Benny's On The Beach/Outdoor dining area



North side of Benny's On The Beach







Indoor Dining Area



Upper Level Dining Area- Benny's On The Beach





Kitchen- Benny's On The Beach



Outdoor Dining Area- Benny's On The Beach







Tent Area- Benny's On The Beach

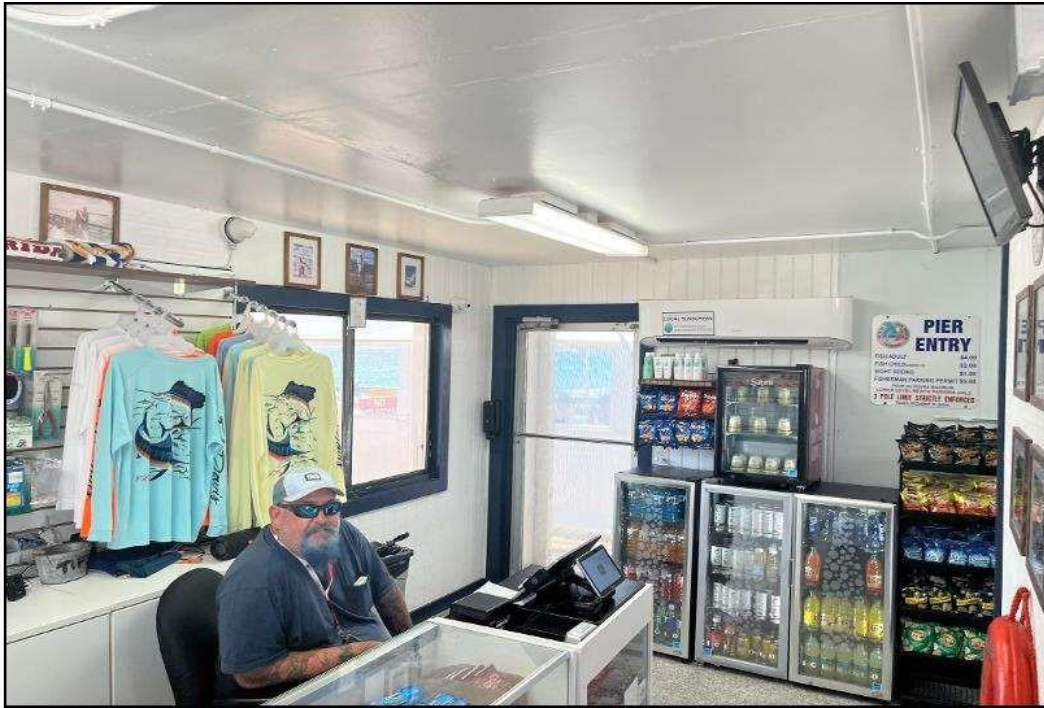


Outdoor Bar Area- Benny's On The Beach



Pier Entrance





Bait Shop



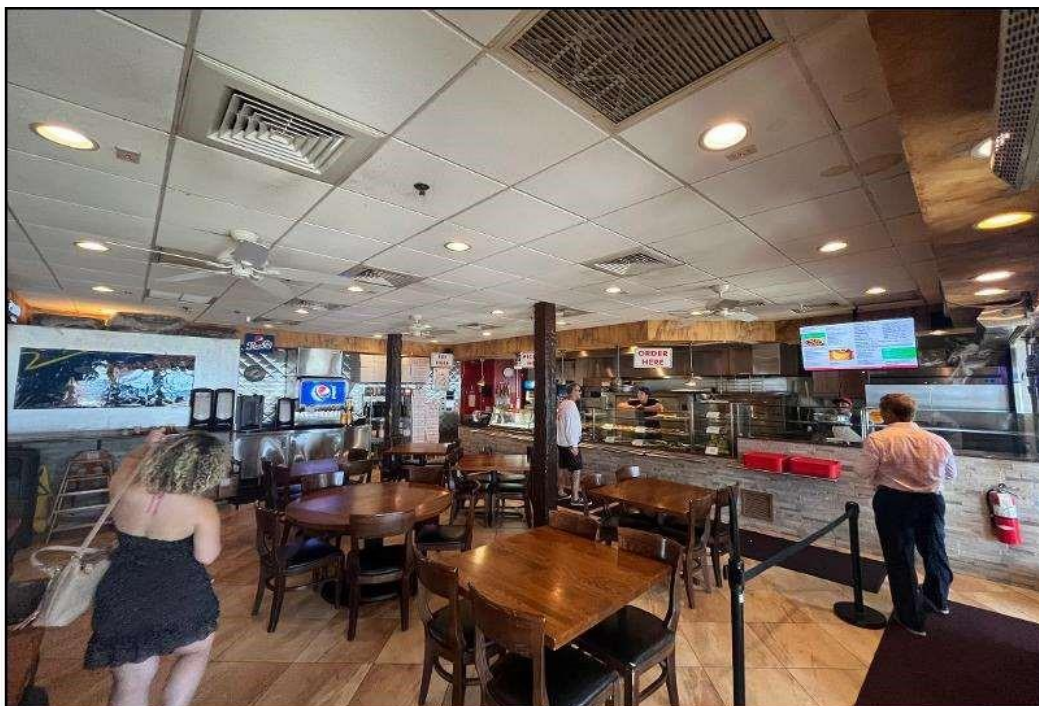
Lake Worth Beach Pier







Mama Mia's Pizzeria



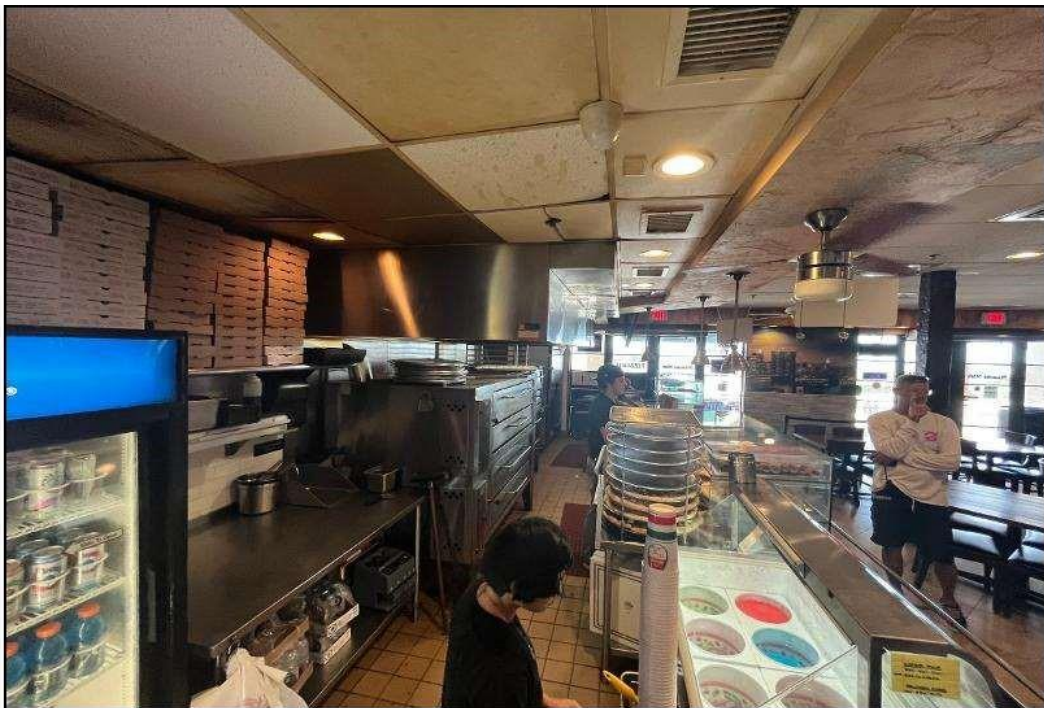
Dining Area- Mama Mia's Pizzeria







Kitchen- Mama Mia's Pizzeria



Counter/Pizza Ovens- Mama Mia's Pizzeria







Outdoor Dining Area- Mama Mia's Pizzeria



Kilwins







Kilwins- Interior



Storage/Prep Area- Kilwins







Freezer- Kilwins



Outdoor Dining Area- Kilwins







Lake Worth Tee Shirt Co.



Lake Worth Tee Shirt Co.





Lake Worth Tee Shirt Co.



Access Road facing south







Access Road facing north

**PURPOSE AND DATE OF REPORT**

The purpose of this assignment is to estimate the market rent for negotiating a lease renewal of the subject property as of August 30, 2022.

**SUBJECT PREMISES**

We have completed a market rent analysis of the subject premises which consists of (4) spaces: Benny’s on the Beach situated on the Lake Worth Beach Pier; a restaurant containing approximately 3,400 square feet of enclosed building area and 4,342 square feet of outdoor dining/bar/patio area, Mama Mia’s Pizzeria situated in the Lake Worth Beach Casino Building; a restaurant space containing approximately 1,332 square feet of enclosed building area and a 436 square foot patio/outdoor dining area, Kilwins; a retail space containing 1,332 square feet of enclosed building area and a 367 square foot outdoor seating/patio area situated in the Lake Worth Beach Casino Building, and Lake Worth Beach Tee Shirt Co.; a retail space containing 1,348 square feet of enclosed building area situated in the Lake Worth Beach Casino Building. The improvements are situated within the Lake Worth Beach Casino and Beach Complex on a site containing a total of approximately 21.41 acres of land area.

The subject premises are located within the Lake Worth Casino and Beach Complex at the eastern terminus of Lake Avenue, on the west side of Lake Worth Public Beach and right side of South Ocean Boulevard in Lake Worth Beach. The property address is 10 South Ocean Boulevard, Lake Worth Beach, Florida.



**INTENDED USE AND USER**

The intended use of this report is to assist the client and intended user in negotiating a lease renewal(s). The intended user of the report is City of Lake Worth Beach and/or otherwise specified in writing

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.

**CLIENT**

City of Lake Worth Beach c/o Ms.  
Lauren Bennett, CPRP  
17 South M Street  
Lake Worth Beach, FL 33460

**DEFINITION OF MARKET RENT**

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (The Dictionary of Real Estate Appraisal, 5th ed., Chicago: Appraisal Institute, 2010)

**TYPICAL LESSEE PROFILE**

The typical lessee of the subject premises would be a retail, restaurant or other commercial type user.

**SCOPE OF ASSIGNMENT**

The scope of this assignment encompasses an examination of the subject property and a comparison with other competing space for analysis of market rent.

Rental data was gathered through the use of online services such as MLS, CoStar.com, and Loopnet.com as well as a search of the local market around the subject, discussions with area real estate brokers, Palm Beach County and other local municipalities, property owners and a review of this office’s past appraisal files for similar assignments.

Physical data pertaining to the subject property was obtained from personal inspection and public information sources such as the Palm Beach County Property Appraisers records.

The property was inspected on August 30, 2022. It is assumed that the subject does not suffer from any unapparent conditions that would have a significant impact on its ability to be effectively marketed and leased. Such conditions include





but are not limited to faulty electrical or mechanical systems, roof or plumbing leaks, and the presence of mold or contamination.

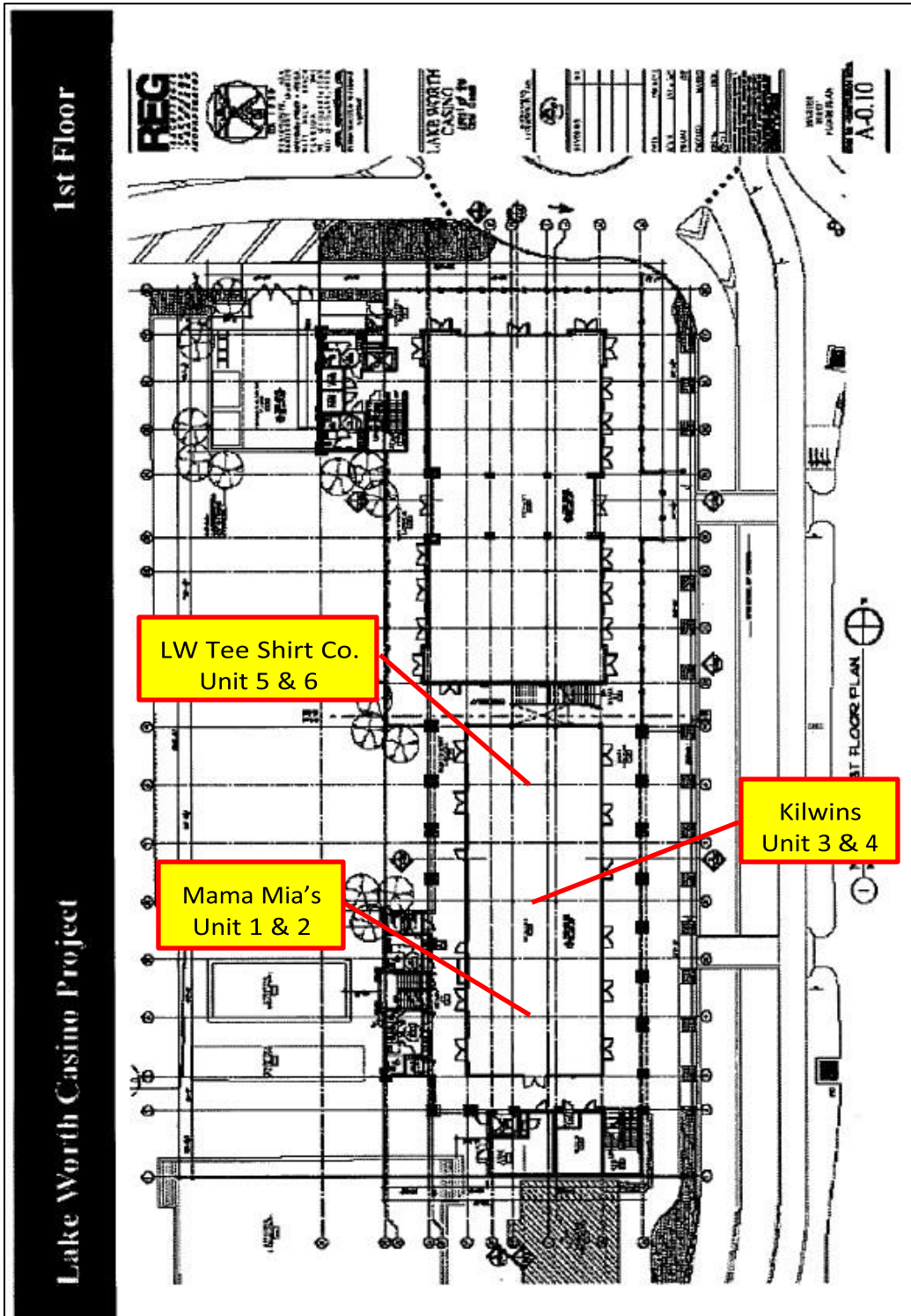
An exterior inspection of the comparables was also made.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified information. We have relied upon the square footage for the subject unit as provided to us by the client/landlord. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being analyzed. Additionally, we may have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

**PREMISES SKETCH (TAKEN FROM ORIGINAL LEASE)**





BENNY'S ON THE BEACH (NO SKETCH AVAILABLE)







**SUMMARY OF SUBJECT LEASE**

**(BENNY'S ON THE BEACH)**

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.

Lessor: City of Lake Worth

Lessee: RTT-Benny's on the Beach, Inc. DBA Benny's on the Beach

Address: 10 South Ocean Boulevard, Lake Worth Beach (on the Pier)

Use of Premises: Restaurant, retail, bait shop

Date of Lease: February 11, 2013 (amended from time to time)

Rent Commencement Date: March 1, 2013

Lease Expiration Date: February 28, 2023

Total SF Leased: Rentable Area: 7,342 square feet  
Patio Area: 400 square feet

Current Base Rent: Restaurant: \$240,000 per annum or \$32.69 per square foot

Rental Increase: None

Renewal Options: Renewal Option (1) for 8 years; Renewal Option (2) for 23 months

Comments: Tenant pays real estate tax. Tenant is responsible for garbage collection, repairs and maintenance of the premises and Lake Worth Pier (except replacing wood boards and railings) including pressure washing the Pier once a quarter, collecting entrance fees and maintaining the bait shop to the Pier. Tenant keeps the Pier entrance fees which operates as a management fee to the tenant.

400 SF Patio: \$6,000 per annum or \$15.00 per square foot



**SUMMARY OF SUBJECT LEASE**

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Additional Rent (CAM): Real Estate Taxes (undisclosed amount)

**(MAMA MIA'S PIZZERIA)**

appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.

Lessor: City of Lake Worth

Lessee: Mama Mia's on the Beach, Inc. (Assigned to RVRA, LLC on May 7, 2019)

Address: 10 South Ocean Boulevard, Unit 1 & 2, Lake Worth Beach

Use of Premises: Restaurant

Date of Lease: February 23, 2012 (amended from time to time)

Rent Commencement Date: October 1, 2012

Lease Expiration Date: September 30, 2022

Total SF Leased: Enclosed Area: 1,332 square feet  
Patio/Outdoor Dining Area: 436 square feet

Current Base Rent: \$63,531.07 per annum or \$47.696 per square foot  
Patio: \$8,039.28 per annum or \$18.44 per square foot

Additional Rent (CAM): \$8.23 per square foot, Real Estate Taxes (undisclosed amount)





**SUMMARY OF SUBJECT LEASE**

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Rental Increase: 3.5% Annually

Renewal Options: (2) for 5 years each

Comments: Tenant pays real estate tax and operating expenses including common area maintenance (CAM). Tenant is responsible for garbage collection, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. The Landlord is responsible for roof, structure and outside walls (excluding store fronts), and portions of electrical and plumbing located outside the exterior boundaries of the premises.

**(KILWINS)**

appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.

Lessor: City of Lake Worth

Lessee: Maxplan Enterprises (Assigned to Pura Vida Treats, Inc. on March 2, 2021) DBA Kilwins

Address: 10 South Ocean Boulevard, Unit 3 & 4, Lake Worth Beach

Use of Premises: Retail

Date of Lease: February 2, 2012 (amended from time to time)



**SUMMARY OF SUBJECT LEASE**

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Rent Commencement Date: October 1, 2012

Lease Expiration Date: September 30, 2022

Total SF Leased: Enclosed Area: 1,332 square feet  
Patio/Outdoor Dining Area: 367 square feet

Current Base Rent: \$45,383.90 per annum or \$34.07 per square foot  
Patio: \$5,898.96 per annum or \$16.07 per square foot

Additional Rent (CAM): \$13.39 per square foot, Real Estate Taxes (undisclosed amount)

Rental Increase: 3.5% Annually

Renewal Options: (2) for 5 years each

Comments: Tenant pays real estate tax and operating expenses including common area maintenance (CAM). Tenant is responsible for garbage collection, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. The Landlord is responsible for roof, structure and outside walls (excluding store fronts), and portions of electrical and plumbing located outside the exterior boundaries of the premises.

**(LAKE WORTH TEE SHIRT CO.)**

appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.





**SUMMARY OF SUBJECT LEASE**

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Lessor: City of Lake Worth

Lessee: B.F. Enterprises DBA Lake Worth Tee Shirt Company

Address: 10 South Ocean Boulevard, Unit 3 & 4, Lake Worth Beach

Use of Premises: Retail

Date of Lease: June 6, 2012 (amended from time to time)

Rent Commencement Date: November 1, 2012

Lease Expiration Date: October 31, 2017 (First 5 year renewal option exercised)

First Option Expiration Date: October 31, 2022

Total SF Leased: Enclosed Area: 1,348 square feet

Current Base Rent: \$64,301.50 per annum or \$47.70 per square foot

Additional Rent (CAM): \$13.64 per square foot, Real Estate Taxes (undisclosed amount)

Rental Increase: 3.5% Annually

Renewal Options: (3) remaining for 5 years each

Comments: Tenant pays real estate tax and operating expenses including common area maintenance (CAM). Tenant is responsible for garbage collection, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. The Landlord is responsible for roof, structure and outside walls (excluding store fronts), and portions of electrical and plumbing located outside the exterior boundaries of the premises.



## MARKET RENT ANALYSIS

### Rent Discussion

We have surveyed rents for similar building space in the subject's market area. Rents can be quoted either on a gross basis or a net basis. A net rental basis is where most of the expenses including real estate taxes are passed along to the tenant in the form of a "pass through" charge that is paid in addition to a base rental rate. This charge is commonly referred to as the CAM, or common area maintenance charge. It may include additional expense items such as real estate taxes, insurance costs and management fees, depending on the lease structure.

A gross rental method is where the landlord is responsible for most of the expenses including real estate taxes and the tenant pays one single rental rate. The rents in this market were generally quoted on a net basis. The subject premises are currently renting on a net basis. We have analyzed rents on a net basis in this analysis and projected market rent on a net basis. The appraisers felt this most appropriate as it accounts for the differences in CAM charges among different buildings.

### Subject Lease Summary

Benny's On The Beach: The subject premises contains 3,400 square feet of enclosed building area and 4,342 square feet of patio/outdoor dining/bar area. The subject is currently built-out and occupied by a restaurant. There is also a +/-400 square foot "bait shop" where the tenant operates and manages the Lake Worth Pier. The tenant leased the premises beginning on February 11, 2021. The original lease term was for 10 years with two renewal options. The first renewal option is for (1) 8 year term and the second renewal option is for (1) 23 month term. The expiration date of the current base term is February 28, 2023. The current net annual rent is \$240,000 plus \$6,000 for the 400 SF Patio. This equates to \$32.69 per square foot per year and \$15.00 per square foot of patio per year. There are no increases for the current base lease term and the renewal options are subject to the Landlord and Tenant negotiating a fair market rate for the Demised Premises. The Tenant is responsible for operating and maintain the Lake Worth Pier. The tenant is responsible for paying real estate taxes and for repairs and maintenance of the premises and pier, indirect and direct utilities (water, gas, garbage collection, sewer and electricity).

Mama Mia's Pizzeria: The subject premises contains 1,332 square feet of enclosed building area and 436 square feet of patio/outdoor dining area. The current rent rate is \$47.70/SF for the enclosed area and \$18.44/SF for the patio area. The subject is currently built-out and occupied by a pizza restaurant. The tenant leased the premises beginning on February 23, 2012. The original lease term was for 10 years with two 5-year renewal options. The lease was amended a number of times and was Assigned to the current Tenant as of May 7, 2019. There are no increases remaining on the base term and the rent for the renewal options shall increase by 3.5% or fair market rent, whichever is lower. The tenant is also responsible for paying additional rent (CAM). The current CAM charges are \$8.23 per square foot of rentable building area. The tenant is responsible for paying real estate taxes, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. In addition, the Tenant is responsible for indirect and direct utilities (water, gas, garbage collection, sewer and electricity).



Pura Vida Treats, Inc. (Kilwins): The subject premises contains 1,332 square feet of enclosed building area and 367 square feet of patio/outdoor dining area. The current rent rate is \$34.07/SF for the enclosed area and \$16.07/SF for the patio area. The subject is currently built-out and occupied by a retail tenant. The tenant leased the premises beginning on February 2, 2012. The original lease term was for 10 years with two 5-year renewal options. The lease was amended a number of times and was Assigned to the current Tenant as of March 2, 2021. There are no increases remaining on the base term and the rent for the renewal options shall increase by 3.5% or fair market rent, whichever is lower. The tenant is also responsible for paying additional rent (CAM). The current CAM charges are \$13.39 per square foot of rentable building area. The tenant is responsible for paying real estate taxes, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, fire and life safety protection, and HVAC systems servicing the premises exclusively. In addition, the Tenant is responsible for indirect and direct utilities (water, gas, garbage collection, sewer and electricity).

B.F. Enterprises (Lake Worth Tee Shirt Company): The subject premises contains 1,348 square feet of rentable building area. The current rent rate is \$47.70/SF area. The subject is currently built-out and occupied by a retail tenant. The tenant leased the premises beginning on June 6, 2012. The original lease term was for 5 years with four 5-year renewal options. The Tenant is currently in the fifth year of their first 5-year renewal option. There are no increases remaining on the first renewal term and the rent for the remaining renewal options shall increase by 3.5% or fair market rent, whichever is lower. The tenant is also responsible for paying additional rent (CAM). The current CAM charges are \$13.64 per square foot of rentable building area. The tenant is responsible for paying real estate taxes, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, fire and life safety protection, and HVAC systems servicing the premises exclusively. In addition, the Tenant is responsible for indirect and direct utilities (water, gas, garbage collection, sewer and electricity).

Rent Roll

Lake Worth Casino and Beach Complex 10 South Ocean Boulevard, Lake Worth Beach, Florida 33460 Rent Roll as of August 2022								
Tenant (Trade Name)	Suite #	Rentable Building Area (SF)	Patio Area (SF)	Total Building Area (SF)	Annual Rent (Building Area)	Rent/SF (Building Area)	Annual Rent (Patio)	Rent/SF (Patio)
Benny's on the Beach	LW Pier	7,342	400	7,742	\$240,000.00	\$32.69	\$6,000.00	\$15.00
Mama Mia's	1 & 2	1,332	436	1,768	\$63,531.07	\$47.70	\$8,039.28	\$18.44
Kilwin's	3 & 4	1,332	367	1,699	\$45,383.90	\$34.07	\$5,898.96	\$16.07
LW Tee Shirt Co.	5 & 6	1,348	N/A	1,348	\$64,301.50	\$47.70	N/A	N/A

Rental Survey

We have surveyed rents for similar building space in the subject’s market area. These market rental rates were then reconciled with the current subject rents to give an indication as to whether the current rental rates achieved by the



subject are within the market norms. The rents in this market were generally quoted on a net basis. As noted previously, the subject is currently renting on a net basis. Accordingly, we have analyzed rents on a net basis.

Our rental survey is composed of a mix of actual rents and asking rents as comparables. The following chart summarizes the data collected in our rent survey along with a map showing their location in relation to the subject property.

ANNUAL RENT COMPARABLES SUMMARY TABLE						
Comp. No.	Address Date of Survey	Rentable Area and Use	Location	Net Annual Rent Per SF a	Lease Date	Comments
1	10 South Ocean Blvd Lake Worth Beach Aug-22	1,768 SF Restaurant	Mama Mia's Pizzeria Lake Worth Casino & Beach Complex	\$47.70	10/1/2012	Tenant pays a net rent of \$47.70/SF for 1,332 SF of enclosed area plus an additional \$18.44/SF for a 436 SF patio. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 10 of a 10 year term.
2	10 South Ocean Blvd Lake Worth Beach Aug-22	1,699 SF Retail	Kilwins Lake Worth Casino & Beach Complex	\$34.07	2/12/2012	Tenant pays a net rent of \$34.07/SF for 1,332 SF of enclosed area plus an additional \$16.07/SF for a 367 SF patio. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 10 of a 10 year term.
3	10 South Ocean Blvd Lake Worth Beach Aug-22	1,348 SF Retail	Lake Worth Tee Shirt Co. Lake Worth Casino & Beach Complex	\$47.70	11/1/2012 Option 1: 11/1/2017	Tenant pays a net rent of \$47.70/SF for 1,348 SF of enclosed area. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 5 of the first 5 year renewal option.
4	10 South Ocean Blvd Lake Worth Beach Aug-22	6,857 SF Restaurant	Viva La Playa Lake Worth Casino & Beach Complex	\$40.89	5/26/2020	Tenant pays a net rent of \$40.89/SF for 5,002 SF of enclosed area plus an additional \$19.08/SF for a 1,855 SF patio. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 3 of a 10 year term.
5	601 South SR A1A Jupiter Aug-22	1,300 SF Restaurant	Carlin Park	\$60.00	N/A	RFP for a County owned restaurant space on the ground floor of a 2 story building containing 1,300 SF plus an additional +/-700 SF covered patio area. This rate is the minimum guaranteed annual rent required by the County. The County also requires a monthly Percentage Rent equal to 8% of gross revenues. There will be a 2% annual increase in rent.
6	2345 South Ocean Blvd Palm Beach Aug-22	1,852 SF Restaurant	Al Fresco Town of Palm Beach Par 3 Golf Course	\$80.99	7/1/2013	Tenant pays a guarantee rent of \$150,000/year with a Percentage Rent Clause equal to 10.5% of gross yearly revenue in excess of \$1,500,000. Tenant is responsible for real estate taxes, janitorial, fire prevention and repair/maintenance on FF&E only. Town of Palm Beach is responsible for all utilities and repairs/maintenance to any capital improvements.



RENTAL LOCATION MAP







## RENTAL DISCUSSION

All of the comparables are municipal/county owned properties located on or adjacent to the beach/Atlantic Ocean similar in utility when compared to the subject property.

### Benny's on the Beach Discussion:

The subject premises is a built-out restaurant situated on the Lake Worth Pier. The current annual rent is \$240,000 or \$32.69/SF plus an additional \$6,000/year for a 400 SF patio (\$15.00/SF). The tenant is responsible for paying the real estate taxes, utilities, garbage collection and repairs/maintenance to the building. In addition, the tenant is responsible for the management and upkeep of the Lake Worth Pier, excluding replacing wood boards and railings. Additionally, the tenant is responsible for collecting entrance fees to the pier at a rate determined by the City and operating the "bait shop." The tenant keeps the entrance fees which operate as a management fee.

Comparables 1, 2, 3 and 4 are all situated within the Lake Worth Casino & Beach Complex and are similar in size, location and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is higher than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the lower portion of the indicated range set by the comparables.

### Mama Mia's Pizzeria Discussion:

The subject premises is a built-out restaurant situated within the Lake Worth Casino & Beach Complex. The current rent is \$47.70/SF plus an additional \$18.44/SF for a 400 SF patio on a net basis. The tenant is responsible for paying the real estate taxes, CAM, utilities, garbage collection and repairs/maintenance to the building.

Comparables 1, 2, 3 and 4 are all situated within the same building as the subject premises and are similar in size, condition and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is lower than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the middle portion of the indicated range set by the comparables.

### Kilwins Discussion:

The subject premises is a retail space situated within the Lake Worth Casino & Beach Complex. The current rent is \$34.07/SF plus an additional \$16.07/SF for a 367 SF patio on a net basis. The tenant is responsible for paying the real estate taxes, CAM, utilities, garbage collection and repairs/maintenance to the building.





Comparables 1, 2, 3 and 4 are all situated within the same building as the subject premises and are similar in size, condition and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is lower than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the middle portion of the indicated range set by the comparables.

### Lake Worth Tee Shirt Co. Discussion:

The subject premises is a retail space situated within the Lake Worth Casino & Beach Complex. The current rent is \$47.70/SF on a net basis. The tenant is responsible for paying the real estate taxes, CAM, utilities, garbage collection and repairs/maintenance to the building.

Comparables 1, 2, 3 and 4 are all situated within the same building as the subject premises and are similar in size, condition and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is lower than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the middle portion of the indicated range set by the comparables.

### Percentage Clause Discussion:

Comparables 5 and 6 are leased spaces in municipally owned buildings. Comparables 5 and 6 include a “Break Through” point at which if and when the gross annual sales exceed a predetermined figure, the rent will be increased at a predetermined percentage.

The development of the subject leases should include a clause minimum rent is set at a percentage of gross sales ranging from 5% to 6%. Based on the percentage of gross sales, we have found that the market typically rents restaurant space based on a minimum rental at around 6% of gross sales. This is prevalent on municipal leases.

### **Market Rent Conclusion**

We have been asked to value the subject properties on an “as-is” basis. We have considered the current condition of the space(s) and forecast rent at a rate we feel appropriate with the consideration that the tenant(s) will lease the space on an “as-is” basis.

### Benny’s on the Beach Conclusion:



Based on the preceding, and considering the fact that the Tenant is responsible for the operation and management of the Lake Worth Pier, the appraisers conclude that the first year’s annual market rent of leasable building area is \$33.00 per square foot on a net basis for the enclosed space, bar area, outdoor dining area, tent area and “bait shop” and \$15.00 per square foot on a net basis for the patio area, as of August 30, 2022.

Enclosed space: 7,342 SF of rentable area @ \$33.00 per SF = **\$242,286 per year** Patio space:  
400 SF of rentable area @ \$15.00 per SF = **\$6,000 per year**

**Combined Gross Annual Income (rounded): \$248,000 per year**

**Net Monthly Market Rent Conclusion: \$20,666.67 per month**

Note that the preceding assumes there is a minimum rent percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.

Lake Worth Pier Conclusion:

The tenant provides a service to the City of Lake Worth Beach by operating and maintaining the Lake Worth Pier, therefore; we believe that the tenant should not be charged rent for the Lake Worth Pier.

Mama Mia’s Pizzeria Conclusion:

Based on the preceding, and factoring in the premises being a build out restaurant which typically rent for a higher rate, the appraisers conclude that the first year’s annual market rent of leasable building area is \$50.00 per square foot on a net basis for the enclosed space, and \$15.00 per square foot on a net basis for the patio area, as of August 30, 2022.

Enclosed space: 1,332 SF of rentable area @ \$50.00 per SF = **\$66,600 per year** Patio space:  
436 SF of rentable area @ \$15.00 per SF = **\$6,540 per year**

**Combined Gross Annual Income (rounded): \$73,000 per year**

**Net Monthly Market Rent Conclusion: \$6,083.33 per month**

Note that the preceding assumes there is a percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.



Kilwins Conclusion:

Based on the preceding, the appraisers conclude that the first year's annual market rent of leasable building area is \$45.00 per square foot on a net basis for the enclosed space, and \$15.00 per square foot on a net basis for the patio area, as of August 30, 2022.

Enclosed space: 1,332 SF of rentable area @ \$45.00 per SF = **\$59,940 per year**    Patio space:  
367 SF of rentable area @ \$15.00 per SF = **\$5,505 per year**

**Combined Gross Annual Income (rounded):** **\$65,500 per year**

**Net Monthly Market Rent Conclusion:** **\$5,458.33 per month**

Note that the preceding assumes there is a minimum rent percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.



Lake Worth Tee Shirt Co. Conclusion:

Based on the preceding, the appraisers conclude that the first year's annual market rent of leasable building area is \$45.00 per square foot on a net basis for the enclosed space, as of August 30, 2022.

Enclosed space:      1,348 SF of rentable area @ \$45.00 per SF =                      **\$60,660 per year**

**Combined Gross Annual Income (rounded):**    **\$61,000 per year**

**Net Monthly Market Rent Conclusion:**    **\$5,083.33 per month**

Note that the preceding assumes there is a minimum rent percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.



## Benny's Lease Agreement Supplemental Information

### Future Base and Patio Rent plus 2% annual increase

<b>Years</b>	<b>Future Value (2.00%)</b>
2023	\$ 250,920.00
2024	\$ 255,938.40
2025	\$ 261,057.17
2026	\$ 266,278.31
2027	\$ 271,603.88
2028	\$ 277,035.96
2029	\$ 282,576.67
2030	\$ 288,228.21
2031	\$ 293,992.77
2032	\$ 299,872.63

### Pier fishermen parking pass revenue:

There is no rent payment requirement per the lease agreement; Benny's operates the Pier and bait shop and assumes all expenses related to the operation for the bait shop and some of the maintenance of the pier (per the lease pressure washing). The City receives revenue for the parking passes sold to the fishermen that use the pier.

### Revenues from fishermen parking passes sales

2014	\$ 27,163.29
2015	\$ 19,363.24
2016	\$ 24,099.06
2017	\$ 24,237.18
2018	\$ 30,951.39
2019	\$ 28,013.52
2020	\$ 26,906.53
2021	\$ 29,294.39
2022	\$ 26,056.07
2023	\$ 10,476.96
<b>Total</b>	<b>\$ 246,561.63</b>

### Property Taxes paid by Benny's

2022	\$ 43,976.02
2021	\$ 42,486.48
2020	\$ 40,182.83
2019	\$ 38,179.39
2018	\$ 34,924.04
2017	\$ 31,519.70
2016	\$ 29,371.33
2015	\$ 28,760.30
2014	\$ 27,591.10
2013	\$ 26,330.51
<b>Total</b>	<b>\$ 343,321.70</b>



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** April 18, 2023

**DEPARTMENT:** Public Works

**TITLE:**

Construction Contract with TechGroupOne, Inc. for hurricane impact windows at the Lake Worth Beach Public Library

**SUMMARY:**

The construction contract with TechGroupOne, Inc. authorizes the vendor to furnish, fabricate, and install new hurricane impact windows at the Lake Worth Beach Public Library.

**BACKGROUND AND JUSTIFICATION:**

The existing windows at the Library have been identified by City staff as inefficient, beyond their useful life, and inadequate protection during storm events. The existing windows are constructed of single pane glass in a jalousie design and are over 20 years old. The existing windows do not provide an effective seal for the building and contribute to difficulties conditioning the building and result in higher cooling costs. Due to the single pane of glass, the existing windows do little to mitigate outdoor noise from intruding into the building. The existing windows are not rated for hurricanes and the City is required to install mesh hurricane screens over them in the event a storm is approaching. Replacing the old windows with hurricane rated impact windows will address all of the above-mentioned concerns.

On March 1, 2023, the City accepted bid proposals from vendors for the replacement of the existing windows with new impact rated hurricane windows. TechGroupOne, Inc. was the lowest, most responsive and responsible bidder at a cost not to exceed \$119,008.93, which is inclusive of a \$10,000 construction contingency allowance.

**MOTION:**

Move to approve/disapprove the Construction Contract with TechGroupOne, Inc. at a cost not to exceed \$119,008.93.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Construction Contract  
Bid Tab

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Current Appropriation	119,008.93	0	0	0	0
Operating	0	0	0	0	0
Capital	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>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>New Appropriation Fiscal Impact:</b>		
	<b>Revenue Source</b>	<b>Expenditure</b>
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

<b>Budget Transfer Impact</b>		
	<b>Revenue Source</b>	<b>Expenditure</b>
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

<b>Contract Award - Existing Appropriation</b>		
	<b>Expenditure</b>	
Department	Non-Departmental	
Division	Non-Departmental	
GL Description	Other/Improve Other than Build	
GL Account Number	301-9010-589.63-00	
Project Number	AP2318	
Requested Funds	\$119,008.93	

**CONSTRUCTION CONTRACT  
(CITY OF LAKE WORTH BEACH LIBRARY WINDOW REPLACEMENT)**

**THIS CONSTRUCTION CONTRACT** (“Contract”) is dated on the \_\_\_\_\_, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”) and **TechGroupOne, Inc.**, a corporation located at 8504 NW 66<sup>th</sup> St. Miami, FL 33166, authorized to do business in the State of Florida (“Contractor”).

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued on January 29, 2023 an Invitation for Bid (IFB# 23-104) for the City of Lake Worth Beach Library Window replacement project (“IFB”), which IFB is not attached but incorporated by the reference into this Contract; and

**WHEREAS**, the City received two (2) responsive bids to the IFB; and

**WHEREAS**, Contractor was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

**WHEREAS**, the City desires to accept the Contractor’s bid in order for Contractor to replace the City of Lake Worth Beach Library windows pursuant to the terms and conditions of this Contract; and

**WHEREAS**, the Contractor further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, this Agreement may be funded, in whole or in part, by the Federal agencies, in which case, the Contractor agrees that any services performed pursuant to the IFB and this Agreement will comply with all applicable Federal law, Federal regulations, executive orders, Federal policies, procedures, and directives and special clauses as provided for in **Exhibit “A”**;

**WHEREAS**, the City finds entering this Contract with the Contractor as described herein serves a valid public purpose.

**NOW THEREFORE**, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**ARTICLE 1. RECITALS AND WORK.**

1.1 The Recitals set forth above are incorporated into this Contract as true and correct statements and incorporated herein as if set forth in the body of this Contract.

1.2 Contractor shall complete all Work as specified and indicated in the IFB as amended and Contract Documents. The Work is generally described as City of Lake Worth Beach Library Window Replacement Project (“Project”).





## ARTICLE 2. CONTRACT TIME.

2.1 The Work will be substantially completed within **273 calendar days** from the date of the Notice to Proceed. Final completion of the Work that includes final replacement of the library windows replacement shall be within **304 calendar days** from the Notice to Proceed.

2.2 Time is of the essence under this Contract.

2.3 **LIQUIDATED DAMAGES.** The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 2.1.

2.4 In the City's sole discretion, a requested extension of time may be denied for delays resulting 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 City.

## ARTICLE 3. CONTRACT PRICE.

3.1 City shall pay Contractor for completion of the Work in accordance with the Contract Documents a lump sum, not to exceed amount of **One Hundred Nineteen Thousand and Eight Dollars Ninety-Three Cents (\$119,008.93)**, which shall be payable in accordance with Article 4 of this Contract. The Contract Price includes **Ten Thousand Dollars (\$10,000.00)** as a contingency for unforeseen changes and potential additional changes requested by the City ("Contingency"). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City's Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor.

## ARTICLE 4. PAYMENT PROCEDURES.

4.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth Beach  
Attn: Financial Services Department  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

The City's Contract Administrator will review each invoice submitted by the Contractor. If approved by the City's Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

4.2 Payment to the Contractor shall be made pursuant to the Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the



City will withhold ten percent (5%) of each payment to the Contractor as retainage until final work completion.

4.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agencies with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed, all charges have been invoiced to the City and all material suppliers have been paid in full. If paid, this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

4.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

4.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

**4.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

#### **ARTICLE 5. INDEMNITY AND INSURANCE.**

5.1 The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section,



the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any services, Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the City.

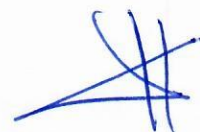
<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence  \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**ARTICLE 6. TERMINATION.**

6.1 **TERMINATION BY CITY:** The City (through its City Manager or designee) may terminate the Contract Documents if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to prosecute the Work in a timely manner;
3. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
4. disregards or takes action contrary to any laws, ordinances, or rules, regulations orders of a public authority having jurisdiction;





5. takes action, short of declaring bankruptcy, evidencing insolvency;
6. fails or refuses to provide and/or maintain insurance or proof of insurance or the public construction bond as required by the Contract Documents; or,
7. otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor written notice and five (5) days to cure, terminate the Contract and Contract Documents and may:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
2. finish the Work by whatever reasonable method the City may deem expedient.

The Contractor shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the Work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

**6.2 TERMINATION BY THE CITY FOR CONVENIENCE:** The City may, at any time, terminate the Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

## **ARTICLE 7. CONTRACT DOCUMENTS.**

**7.1 Contract Documents.** The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of the terms and conditions set forth in this Contract, the IFB including all Project plans/drawings and issued addenda; the bid submitted by the Contractor; and any duly executed and City issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the Work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of





the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- |                  |   |
|------------------|---|
| First Priority:  | Change Orders, Work Directive Changes, Field Orders and Amendments approved and executed by the parties |
| Second Priority: | Terms and conditions of this Contract   |
| Third Priority:  | The IFB, addenda issued with the IFB, and Project plans   |
| Fourth Priority: | Contractor's Bid  |

7.2 Contract Administrator. Whenever the term "Contract Administrator" is used herein, it is intended to mean the City Manager or designee, for the City of Lake Worth Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

#### **ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND SCOPE OF WORK.**

8.1 In order to induce City to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Project site ("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.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
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 Contract Documents, especially with respect to any 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 Contract Documents, 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.
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.

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. 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.

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.

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

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.

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

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

13. Contractor agrees to be solely responsible for compliance with all applicable environmental and safety laws and regulations, for any liability arising from non-compliance with the laws and regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).





8.2 The Project and Work includes all materials and services and other things necessary for the Contractor to complete the Project as described the Contract Documents.

8.3 The Contractor represents to the City that the Work provided under the Contract Documents shall be in accordance with accepted and established trade practices and procedures recognized in the Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with the Contract Documents.

8.4 The Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under the Contract Documents. The Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

8.5 The Work shall be performed by the Contractor or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Work. All of the Contractor's personnel (and all subcontractors), shall comply with all applicable laws and regulations governing safety and security.

8.6 Should the City require additional materials or services not included in the Contract Documents, fees and payment for such work will be set forth in a separate written amendment or change order prior to any such additional materials or services being provided by the Contractor. The Contractor has no authority to approve any changes to the Contract Documents without prior written authorization from the City's Contract Administrator.

8.7 The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the City Commission or funds otherwise being available to pay the Contractor. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new purchase order for the remaining approved goods and/or services but the terms of such purchase order shall not apply; the Contract Documents shall control.

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

9.1 *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.

9.2 *Successors and assigns.* City 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.

9.3 *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 City 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.

9.4 *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.

9.5 *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.

9.6 *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.

9.7 *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.

9.8 *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 City. 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.

9.9 *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 City 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.

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

9.11 *Public Records Law.* As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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.
3. 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 City.





4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**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 CONTRACT, 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.**

9.12 *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.

9.13 *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 City 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.

9.14 *Assignment of warranties.* Contractor shall assign to City 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 City.

9.15 *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 City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City 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 City, 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.

9.16 *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.

9.17 *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 CITY 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 City 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.

9.18 *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 City's execution of this Contract, the City may immediately terminate this Contract upon written notice to the Contractor and the City shall have no further obligation to the Contractor under the Contract Documents. In the event of such termination, the Contractor shall also forfeit its bid security to the City.

9.19 *Scrutinized Companies.*

1. 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 Contract 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 Contract.

2. If this Contract 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 Contract 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 Contract.

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





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

5. 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.

6. 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.

9.20 *Counterparts*: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. Further, this Contract may be executed by electronic signature as authorized by the City.

9.21 *Entire Contract and Amendment*: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof.

9.22 *Governing Law; Consent to Jurisdiction*: This Contract (together with the other Contract Documents) shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and, to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

9.23 *Third Party Beneficiary rights*: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

9.24 *Severability*: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.25 *Effective date*: The effective date of this Contract is the date the Contract is approved by the City Commission or City Manager as appropriate.

9.26 *Compliance*: Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.27 *Work for Hire*: All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent



such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

9.28 *Continuing Obligations:* Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.29 *Notice:* Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier or by hand-delivery as follows to the City:

City of Lake Worth Beach  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

and to the Contractor as follows:

TechGroupOne, Inc.  
Attn: Juan C. Maggi, President  
8504 NW 66<sup>th</sup> St.  
Miami, FL 33166

Either party may amend this provision by written notice to the other party. Notice shall be deemed provided upon receipt of certified mail (signed receipt) or overnight courier (signed receipt) or hand-delivery (signed receipt).

9.30 *Warranty/Guaranty:* All Work, materials, labor, and equipment to be furnished and/or installed by the Contractor under the Contract Documents shall be guaranteed by the Contractor or manufacturer, if any, for a period of one year from the date of final approval of the Project against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected Work, labor, materials, or equipment shall be repaired and/or replaced promptly by the Contractor or the manufacturer at no expense to the City. In the event the Contractor fails to make the necessary repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the repairs and/or replacements at the expense of the Contractor.

9.31 *Protection of Work and Property:* The Contractor shall continuously maintain adequate protection of all Work from damage, and shall protect such Work and the City's property from injury



or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly caused by the City or its employees, the Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until final acceptance of the Project by the City, the Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, and the Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

9.32 *Subcontractors*: The total work to be accomplished by subcontractors is listed in the Contractor's bid (if any) and may not be changed unless approved in writing by the Contract Administrator. The balance of Work must be accomplished by the Contractor's own forces. The Contractor shall be responsible for the acts or omissions of its subcontractors. The subcontractors shall have insurance consistent with the insurance required of the Contractor as set forth in the Contract Documents unless otherwise agreed in writing by the Contract Administrator.

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

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

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



IN WITNESS WHEREOF, the City and Contractor have caused this Contract for the City of Lake Worth Beach Library Window Replacement to be executed the day and year shown below.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

TechGroupOne, Inc.

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


[Corporate Seal]

Print Name: JUAN C. MAGGI

Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

THE FOREGOING instrument was acknowledged before me by means of • physical X  
presence or • online notarization on this 31 day of MARCH 2023, by  
JUAN C. MAGGI, as the PRESIDENT [title] of TechGroupOne, Inc.,  
a Florida Corporation, 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 Seal:

\_\_\_\_\_  
  
Notary Public Signature  
Magdalena Audisio  
GG # 913977  
My Commission Expires 9/17/2023

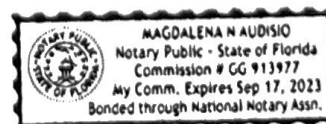




Exhibit "A"

**Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this IFB, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 compensation; 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 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, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) 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.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and



remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

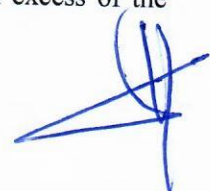
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor 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 paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to 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 paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the





standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY 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 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 contractor, 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 paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section.

#### Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

#### Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

#### Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.





(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

#### DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.





**Compliance with Federal Law, Regulations, and Executive Orders.**

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

**No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Affirmative Steps. Required Affirmative Steps**

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Domestic preferences for procurements.**

(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Prohibition on certain telecommunications and video surveillance services or equipment.**

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain;
- (b) Extend or renew a contract to procure or obtain; or
- (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment





produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph

(1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS**

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security,

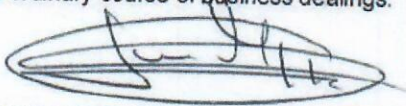




without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

JUAN C. MAGGI

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

2/28/2023

Date



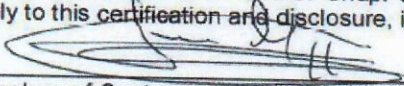
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor TECHGROUPONE, INC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

JUAN C. MAGGI - PRESIDENT  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

2/28/2023  
\_\_\_\_\_  
Date



**City of Lake Worth Beach**

**IFB 23-104 City of Lake Worth Beach Library Window Replacement**



**Bid Tab**

			Garabar, Inc.	TechGroupOne, Inc.
ITEM #	DESCRIPTION	QTY	TOTAL	TOTAL
1	total price for complete window replacement inclusive of all materials and services for the City of Lake Worth Beach Library	1	\$121,495.00	\$109,008.93
<b>Preference:</b>			\$0.00	\$5,450.44
<b>*This total is for ranking purposes only based on preference points*</b>			\$121,495.00	\$103,558.49
Bid Form (B1)			Submitted	Submitted
Bidder's Minimum Qualifications (B2)			Submitted	Submitted
Bid (B3)			Submitted	Submitted
Schedule of Unit Prices (B4)			Submitted	Submitted
Substitution Sheet (B5)			Submitted	Submitted
Schedule of Subcontractors (B6)			Submitted	Submitted
Contractor Verification Form (B7)			Submitted	Submitted
Reference List (B8)			Submitted	Submitted
Affidavit of Prime Bidder re Non-collusion (B9)			Submitted	Submitted
Drug Free Certification (B10)			Submitted	Submitted
Campaigning Contribution Statement (B11)			Submitted	Submitted
Scrutinized Companies Certification (B12)			Submitted	Submitted
Veteran Owned Enterprise, Small Business (B13)			N/A	Submitted
Addendums Acknowledgment			Submitted	Submitted
Technical Specifications			Submitted	Submitted
License and Insurance			Submitted	Submitted
Certification Regarding Debarments, Suspension and Other Responsibility Matters (B14)			Submitted	Submitted
Certification for Contracts, Grants, Loans, and Cooperative Agreements (B15)			Submitted	Submitted
Project Work Schedule			Submitted	Submitted
Bond			Submitted	Submitted
Comments				Small Business Enterprise Palm Beach County School District
<b>BID COMPLIANCE</b>			<b>Compliant</b>	<b>Compliant</b>

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** April 18, 2023

**DEPARTMENT:** Public Works/Leisure Services

**TITLE:**

Construction Agreement with E&F Florida Enterprises, Inc. dba Creative Contracting Group for improvements at Harold Grimes Memorial Park

**SUMMARY:**

The Agreement with E&F Florida Enterprises, Inc. dba Creative Contracting Group authorizes the contractor to construct restroom, and storage area improvements as well as construct a new concession area at Harold Grimes Memorial Park at a cost not to exceed \$339,300.00.

**BACKGROUND AND JUSTIFICATION:**

The City identified improvements that were necessary to bring the pavilion at Harold Grimes Memorial Park to an improved, safe and functional standard. The City applied for Community Development Block Grant (CDBG) funding last year (2022) for the Fiscal Year 2023 grant cycle. The City was successful in receiving the grant allocation from the Palm Beach County Department of Housing and Urban Development in the amount of \$306,691.

Harold Grimes Memorial Park is located in District 1. It currently serves as a complex for the multi-use athletic field and public pavilion. The proposed project will modernize the restroom facilities and bring them into ADA compliance. The project will increase the storage space used by various athletic programs. The project will also include the construction of a new concession facility to better serve the public that comes to watch games and practices. The project duration is two hundred seventy-five (275) calendar days for completion.

The City advertised and accepted bids via the public procurement process and on March 14, 2023 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 E&F Florida Enterprises, Inc. dba Creative Contracting Group met the requirements of a responsive and responsible bidder. The Agreement with E&F Florida Enterprises, Inc. dba Creative Contracting Group is at a cost not to exceed \$339,300.00 and is being funded by CDBG grant funds as well as funds from the City's general fund in the amount of \$306,691 and \$32,609, respectively.

**MOTION:**

Move to approve/disapprove the Agreement with E&F Florida Enterprises, Inc. dba Creative Contracting Group for the Harold Grimes Memorial Park Improvement Project Phase 2 – Pavilion Modifications, Alterations & Additions Project.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Construction Agreement

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	\$339,300	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Current Appropriation	\$339,300	0	0	0	0
Operating	0	0	0	0	0
Capital	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>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Contract Award - Existing Appropriation</b>	
	<b>Expenditure</b>
Department	Recreation
Division	Recreation
GL Description	Improve Other than Build/Improve Other than Build
GL Account Number	301-8060-572.63-63
Project Number	GV2304
Requested Funds	\$306,691.00
<b>Contract Award - Existing Appropriation</b>	
	<b>Expenditure</b>
Department	Public Services
Division	Maintenance
GL Description	Buildings/Improvements
GL Account Number	001-5062-519.62-10
Project Number	GV2304
Requested Funds	\$32,609.00



# **CITY OF LAKE WORTH BEACH**

**IFB#23-106**

**Harold Grimes Memorial Park  
Improvement Project  
Phase 2 – Pavilion Modifications,  
Alterations & Additions**

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## **CONTRACT**

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



City of Lake Worth Beach  
 Harold Grimes Memorial Park Improvement Project  
 Phase 2– Pavilion Modifications, Alterations & Additions  
 IFB #23-106

**TABLE OF CONTENTS**

		<u>NO. OF PAGES</u>
<u>BIDDING AND CONTRACT DOCUMENTS</u>		
00020	INVITATION TO BID .....	2
00100	INSTRUCTIONS TO BIDDERS .....	10
00300	BID FORM .....	11
00310	BIDDERS’S QUALIFICATION QUESTIONAIRE.....	5
00500	AGREEMENT .....	11
00501	OPINION OF ATTORNEY .....	1
00620	CONSTRUCTION PAYMENT AND PERFORMANCE BOND .....	3
00630	NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES.....	1
00670	CONTRACTOR'S AFFIDAVIT TO OWNER .....	1
00680	APPLICATION FOR PAYMENT .....	1
00681	SCHEDULE OF VALUES AND WORK COMPLETED .....	1
00700	GENERAL CONDITIONS .....	72
00800	SUPPLEMENTARY CONDITIONS .....	6
00820	SPECIAL CONDITIONS .....	2
00840	RESIDENT PROJECT REPRESENTATIVE .....	3
00850	CAMPAIGN CONTRIBUTION STATEMENT .....	2
00851	SCRUTINIZED COMPANIES CERTIFICATION FORM.....	1
00900	ADDENDUM 1.....	2
	NOTICE OF INTENT TO AWARD.....	1
	BID BOND .....	2
	DOCUMENTATION SUBMITTED WITHIN CONTRACTOR BID PACKAGE .....	16
01000	Palm Beach County Department of Housing & Economic Development Requirements for Federally Funded Projects Documentation..... Part 1 – General Requirement and Forms	73

Part 2 – DBRA Requirements and Use of Online Labor Compliance Reporting System  
(Elation)  
Wage Decision: FL20230220 Mod 1 Building 1/13/2023  
HUD 2516 Reporting Form  
Subcontractor Statement of Acknowledgment  
Section 3 Handbook

ARCH drawings .....	.8
MEP drawings .....	7
STRUCT drawings .....	4

**City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
Phase 2– Pavilion Modifications, Alterations & Additions  
IFB #23-106**

**00020  
INVITATION TO BID**

The City of Lake Worth Beach is soliciting bids from responsible and experienced contractors for the Pavilion modifications, alterations and additions at the Harold Grimes Memorial Park 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, March 14, 2023** 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. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Bidders may deliver bids directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If bids are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** 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 with the site visit is scheduled for February 21, 2023 at 9:00 a.m. at Harold Grimes Memorial Park located at 520 Sunrise Court, Lake Worth Beach FL 33460.**

**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 # 23-106 City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project, Pavilion Modifications, Alterations & Additions.**

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 3 project and all Section 3 requirements per 24 CFR Part 75 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 **February 27, 2023** 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: February 12, 2023 – Palm Beach Post & City Website



**City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
Phase 2– Pavilion Modifications, Alterations & Additions  
IFB #23-106**

**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** or by e-mail to **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 **February 27, 2023 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.



**The original and one (1) electronic copy maximum size of 5 MB file on USB drive of the bid must be submitted in a sealed envelope, marked on the outside of the envelope with the Bid number, title, and date and hour bids are scheduled to be received.**

**All bids must be mailed or delivered by March 14, 2023 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 #23-106 City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project, Phase 2– Pavilion Modifications, Alterations & Additions**

### **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

**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:** Creative Contracting Group

**PROJECT:** City of Lake Worth Beach Harold Grimes Memorial Park IFB  
Phase 2- Pavilion Modifications, Alterations & Additions  
IFB #23-106

**DATE:** 3-14-23  
(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
<u>3-1-23</u>	<u>#1</u>

(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 244 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 275 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     Bid 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):

*Numerous documents added to back of Bid package.*

9. Communications & questions concerning this Bid shall be submitted [lakeworthbeachfl.bidsandtenders.net](mailto:lakeworthbeachfl.bidsandtenders.net) or [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov).

The phone number and address of BIDDER indicated below.

Contractor Address: *3141 Fortune Way S-16  
Wellington FL 33414*

Contractor Phone Number: *561-333-1445*

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. *CGC 1513410*.

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 N/A (SEAL)  
(Individual's Name)

(Signature)

doing business as \_\_\_\_\_

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

Phone No. : \_\_\_\_\_ e-mail: \_\_\_\_\_

A Partnership

By N/A (SEAL)  
(Firm Name)

(General Partner) (Signature)

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

Phone No. : \_\_\_\_\_ e-mail: \_\_\_\_\_

A Corporation

By E+F Florida Enterprises Inc db/a creative Contracting Group (SEAL)  
(Corporation Name)  
Florida  
(State of Incorporation)

By Lisa Addis  
(Name of Person Authorized to Sign)

V.P.  
(Title)  
[Signature]  
(Signature)

(Corporate Seal) N/A

Attest Frank Addis  
(Secretary)  
[Signature]  
(Signature)

Business address: 3141 Fortune Way #16  
Wellington FL 33414

Phone No. : 561-333-1445 e-mail: creative contractor@comcast.net

**City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project**  
**Phase 2- Pavilion Modifications, Alterations & Additions**  
**IFB #23-106**

**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, Phase 2, Pavilion Modifications, Alterations & Additions. Said costs shall be complete and inclusive of all labor, permits, inspection, taxes, bond(s), insurance, miscellaneous costs, record drawings, warranty, overhead and profit.

Item	Description	Cost
	<b>Site Improvements</b>	
1	Demolition	4,000
2	Sidewalk & Concrete Pads	2,500
3	Sod & Prep	1,300
4	Plantings	500
5	Irrigation	1,200
	<b>Building Renovation &amp; Additional Costs</b>	
6	Demolition	13,000
7	New Masonry/Concrete	39,000
8	Stucco & Paint	26,000
9	Interior Finishes	30,000
10	Doors & Overhead Shutters	26,000
11	Plumbing	52,000
12	Electrical	39,000
13	HVAC	39,000
14	Roofing	32,500
15	Life Safety	1,300
16	Specialties	2,000
17	Miscellaneous	20,000
	<b>CONTINGENCY:</b>	<b>\$10,000.00</b>
		<b>339,300.<sup>00</sup></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: 14

DAYS TO COMPLETE: 200

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

City of Lake Worth Beach  
 Harold Grimes Memorial Park Improvement Project  
 Phase 2- Pavilion Modifications, Alterations & Additions  
 IFB #23-106

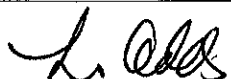
**TRENCH SAFETY AFFIDAVIT**

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

Creative Contracting Group (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 - Less than 5 feet.	\$
		\$
		\$
		\$
	Total	\$

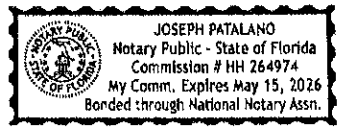
3-13-23  
 \_\_\_\_\_  
 (Signature) (date)

STATE OF Florida  
 COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 13 day of March 2023, by Lisa Addis, as the V.P. [title] of Creative Contracting Group [vendor's name], a Corporation [corporate description], who is personally known to me or who has produced N/A 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:





SCHEDULE OF MAJOR SUBCONTRACTORS

List Proposed Major Subcontractors

Category of Work

Kase Services LLC	Electric
Romark A/C + Plumbing	Plumbing
Friendly Roofing	Roofing
South Florida Air	Mechanical

**SCHEDULE OF MAJOR EQUIPMENT AND MATERIALS**

Description	Manufacturer	Model
Landscaper TRUCK	2014 Mitsubishi	FUSO
Excavator	2012 CAT/Tiphar	252B
Excavator	2015 New Holland	L185
Box truck	Ford 2005	E-350
Landscaper truck	2007 Mitsubishi	FUSO
Blowers	Numerous	Numerous
Power tools	Numerous	Numerous
Concrete -	Cemex	
Paint -	Sherwin Williams	
Electrical -	City Electric	
Plumbing -	Action Supply	
Roofing -	Sunshine Roofing Supply	
Mechanical -	CARRIER	
Misc.	MANVAM, Home Depot	

**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 LALE WORTH BEACH  
by LISA ADDIS V.P. [print name of the public entity]  
for CREATIVE CONTRACTING GROUP  
[print name of entity submitting sworn statement]  
whose business address is 3141 Fortune Way S-16  
Wellington FL 33414

and (if applicable) its Federal Employer Identification Number (FEIN) is 200261053

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

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.

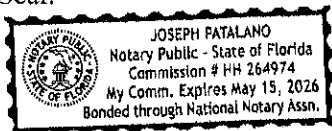
[Signature]  
[signature]  
3-13-23  
[date]

STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 13 day of March 2023, by Lisa Addis, as the V.P. [title] of Creative Contracting Group [vendor's name], a corporation [corporate description] who is personally known to me or who has produced N/A 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.

[Signature]  
Notary Public Signature

Notary Seal:



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



## CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Creative Contracting Group 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

City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
Phase 2- Pavilion Modifications, Alterations & Additions  
IFB #23-106

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.

Lisa Addis

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

19.5 years.

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

19.5 years.

2. We normally perform 70 % of the work with our own forces.

List trades below: Sheetrock, Framing, Flooring, painting,  
remodeling inside + out, sidewalks, decking etc.  
plumbing, electrical, HVAC, roofs etc w/ subs.

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 parking lot resurfacing projects within the past 5 years.
  2. Managed a project on \$200,000 - \$300,000 dollar scale.

List these projects below (or attach).

Project #1 Name: JUPITER NORTH + SOUTH PODS RENOVATIONS

Contract Amount: 279,000.

Owner: TOWN OF JUPITER Phone No: 561-741-2281

Consultant /Engineer Kimberly Horn Phone No. 561-845-0665

Owner Contact: SCOTT ISBERNER Phone No. 561-741-2281

Description of Project: renovate two Public restrooms + resurface parking lots.

Date Completed: 3/21

Contract Schedule (days): 120

Actual Completion Schedule: 150 days w/ numerous C.O.'s by the town./ENGINEER

Project #2 Name: NORTH PALM BEACH COUNTRY CLUB TEMP WORK SITE.

Contract Amount: 342,424

Owner: NORTH PALM BEACH Phone No: 561-348-0697

Consultant /Engineer FRACOCK + LEWIS Phone No. 561-626-9704

Owner Contact: CHUCK HUFF Phone No. 561-348-0697

Description of Project: resurface/remodel parking lot, pathways, ramps etc.

Date Completed: 2/2018

Contract Schedule (days): 90

Actual Completion Schedule: 115 days w/ numerous C.O.'s by Village/ENGINEER

Project #3 Name: JUPITER LOVE ST. PARKING LOT.

Contract Amount: 407,700

Owner: JUPITER (TOWN OF) Phone No: 561-741-2281

Consultant /Engineer Hazen + Sawyer Phone No. 561-997-8070

Owner Contact: SCOTT ISBERNER Phone No. 561-741-2281

Description of Project: renovate + resurface parking lot, sidewalks, elec, etc.

Date Completed: 11/2019

Contract Schedule (days): 150 days

Actual Completion Schedule: 170 days with numerous C.O.'s by town/ENG.

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: Town Hall Pavers + Sidewalks (Wellington)

Contract Schedule (days) 20

Actual Completion Schedule (days) 20

*\* see additional pages at end of bid package*

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: NONE.

LD Amount: \_\_\_\_\_

LD Unit Price: \_\_\_\_\_

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: Edmond D'Eusario + Frank Addis

Position: Project Managers.

Years of Experience with BIDDER: 19.5 years / 17.5 years

Type of Work Responsible For: ALL ASPECTS OF CONSTRUCTION.

License: N/A (V.P. Lisa Addis holds G.C. Licence)

9. BIDDER shall provide information related to the job safety and safety rating of the corporation: see attached pages at end of bid package.

10. Bonding Capacity

(a) Please state your bonding capacity per project. 750,000

(b) Please state your total bonding capacity. 750,000

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



Nielson, Rosenhaus + ASS

220 Congress Park Dr. 5100 Delray Beach 33445

Kaitlee Stone 561-454-8202

12. What equipment do you own that is available for the proposed work?

LANDSCAPE TRUCKS, BOX TRUCKS, EXCAVATORS,  
BOB CATS, MISC. POWER TOOLS, LADDERS, SCAFFOLDING  
SAFETY EQUIPMENT, ETC.

13. What equipment will you purchase for the proposed work?

NONE

14. What equipment will you rent for the proposed work?

NONE.

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).

NONE.

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.

NONE

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).

ETF Florida Enterprises inc LISA Addis V.P.  
FRANK ADDIS, secretary, NO President at this time

- (a) The business is a Corporation

- (b) The address of the principal place of business is: 3141 Fortune Way S-16  
Wellington FL 33414
- (c) The name of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

LISA Addis V.P.  
FRANK Addis, Secretary.

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

Date 3-13-23

Bidder: creative Contracting Group

By: LISA Addis, [Signature]

Title: V.P.

Mailing Address: EA 3141 Fortune Way S-16  
Wellington FL 33414

END OF BIDDER'S QUALIFICATION QUESTIONNAIRE

**City of Lake Worth Beach Harold Grimes Memorial Park Improvement Project Phase 2  
Pavilion Modifications, Alterations & Additions  
IFB #23-106**

**00500  
AGREEMENT**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_\_, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **E & F Florida Enterprises Inc dba Creative Contacting Group** (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 Phase 2– Pavilion Modifications, Alterations & Additions IFB #23-106, 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, Phase 2– Pavilion Modifications, Alterations & Additions, IFB #23-106.

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 DAVID MILLER & ASSOCIATES, P.A. 319 Clematis Street Suite 802, West Palm Beach, Fl 33401 , 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 244 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 275 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 Two Hundred and 00/100 dollars (\$ 200.00) 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 Two Hundred and 00/100 dollars (\$200.00) 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 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:

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 Three Hundred Thirty-Nine Thousand Three Hundred Dollars (\$339,300.00 )**

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 (pages 1 to xx, inclusive);
  - b. Contractor's Bid (page 00300-X, inclusive);
  - c. Permits (pages \_\_\_\_ to \_\_\_\_, inclusive);
  - d. Other: \_\_\_\_\_
- 8.3 Performance Bond and Payment Bond consisting of 1 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     pages.
- 8.10 Drawings listed with Specifications 19 pages.
- 8.11 Addenda numbers 1 \_\_\_\_\_ to 1 \_\_\_\_\_, inclusive.
- 8.12 Contractor's Bid consisting of     pages.
- 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: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

By: Lisa Addis

[Corporate Seal]

Print Name: LISA Addis

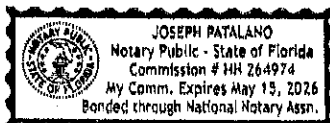
Title: VICE President

STATE OF Florida )  
COUNTY OF Palm Beach )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 4<sup>th</sup> day of April, 2023, by LISA Addis, as the V.P. [title] of ETA Florida Enterprises Inc. [vendor's name], a Corporation [corporate description], who is personally known to me or who has produced N/A 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.

[Signature]  
Notary Public Signature

Notary Seal:



AGREEMENT  
00500-11

**City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
Phase 2– Pavilion Modifications, Alterations & Additions  
IFB #23-106**

**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**  
**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)



City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
Phase 2- Pavilion Modifications, Alterations & Additions  
IFB #23-106

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 4<sup>th</sup> day of April, 2023.

E+H Florida Enterprises Inc.  
(name of Contractor)

Lisa Addis  
(signature)

LISA Addis  
(print name)

V.P.  
(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 \_\_\_\_\_ 2023, 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#23-106 City of Lake Worth Beach Harold Grimes Memorial Park Improvement Phase 2- Pavilion Modifications, Alterations & Additions**

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 \_\_\_\_\_ 2023, 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.

DAVID MILLER & ASSOCIATES, P.A.

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
Phase 2- Pavilion Modifications, Alterations & Additions
IFB #23-106

CONTRACTOR \_\_\_\_\_

FOR PERIOD BEGINNING \_\_\_\_\_ ENDING \_\_\_\_\_

TO ACCOMPANY APPLICATION NO. \_\_\_\_\_

Table with 6 columns: ITEM, Unit Price, Quantity, Amount, Work Completed (Quantity), Amount. Includes notes about contractor schedule preparation and change order handling.

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

MATERIALS SUITABLY STORED

NOTE: CONTRACTOR TO ITEMIZE AND ATTACH APPROPRIATE INVOICES

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

Accompanying Documentation (Contractor to itemize):

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.

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology .....	1
1.01 Defined Terms .....	1
1.02 Terminology .....	5
Article 2 – Preliminary Matters .....	6
2.01 Delivery of Bonds and Evidence of Insurance .....	6
2.02 Copies of Documents .....	6
2.03 Before Starting Construction.....	6
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	7
2.05 Initial Acceptance of Schedules.....	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse .....	8
3.01 Intent .....	8
3.02 Reference Standards .....	8
3.03 Reporting and Resolving Discrepancies .....	8
3.04 Requirements of the Contract Documents .....	9
3.05 Reuse of Documents .....	10
Article 4 – Commencement and Progress of the Work.....	10
4.01 Commencement of Contract Times; Notice to Proceed .....	10
4.02 Starting the Work .....	10
4.03 Reference Points .....	10
4.04 Progress Schedule .....	10
4.05 Delays in Contractor’s Progress.....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	12
5.01 Availability of Lands.....	12
5.02 Use of Site and Other Areas .....	12
5.03 Subsurface and Physical Conditions .....	13
5.04 Differing Subsurface or Physical Conditions .....	14
5.05 Underground Facilities .....	15

5.06	Hazardous Environmental Conditions at Site.....	17
Article 6 – Bonds and Insurance .....		19
6.01	Performance, Payment, and Other Bonds .....	19
6.02	Insurance—General Provisions .....	19
6.03	Contractor’s Insurance .....	20
6.04	Owner’s Liability Insurance .....	23
6.05	Property Insurance.....	23
6.06	Waiver of Rights .....	25
6.07	Receipt and Application of Property Insurance Proceeds.....	25
Article 7 – Contractor’s Responsibilities.....		26
7.01	Supervision and Superintendence .....	26
7.02	Labor; Working Hours .....	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals” .....	27
7.05	Substitutes.....	28
7.06	Concerning Subcontractors, Suppliers, and Others .....	29
7.07	Patent Fees and Royalties .....	31
7.08	Permits .....	31
7.09	Taxes.....	32
7.10	Laws and Regulations .....	32
7.11	Record Documents.....	32
7.12	Safety and Protection.....	32
7.13	Safety Representative .....	33
7.14	Hazard Communication Programs .....	33
7.15	Emergencies .....	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification .....	37
7.19	Delegation of Professional Design Services .....	37
Article 8 – Other Work at the Site .....		38
8.01	Other Work.....	38
8.02	Coordination.....	39
8.03	Legal Relationships.....	39

Article 9 – Owner’s Responsibilities .....	40
9.01 Communications to Contractor .....	40
9.02 Replacement of Engineer .....	40
9.03 Furnish Data .....	40
9.04 Pay When Due .....	40
9.05 Lands and Easements; Reports, Tests, and Drawings .....	40
9.06 Insurance .....	40
9.07 Change Orders.....	40
9.08 Inspections, Tests, and Approvals .....	41
9.09 Limitations on Owner’s Responsibilities .....	41
9.10 Undisclosed Hazardous Environmental Condition .....	41
9.11 Evidence of Financial Arrangements .....	41
9.12 Safety Programs .....	41
Article 10 – Engineer’s Status During Construction .....	41
10.01 Owner’s Representative .....	41
10.02 Visits to Site .....	41
10.03 Project Representative .....	42
10.04 Rejecting Defective Work.....	42
10.05 Shop Drawings, Change Orders and Payments .....	42
10.06 Determinations for Unit Price Work .....	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work .....	42
10.08 Limitations on Engineer’s Authority and Responsibilities.....	42
10.09 Compliance with Safety Program .....	43
Article 11 – Amending the Contract Documents; Changes in the Work.....	43
11.01 Amending and Supplementing Contract Documents.....	43
11.02 Owner-Authorized Changes in the Work .....	44
11.03 Unauthorized Changes in the Work .....	44
11.04 Change of Contract Price.....	44
11.05 Change of Contract Times .....	45
11.06 Change Proposals .....	45
11.07 Execution of Change Orders.....	46
11.08 Notification to Surety .....	47
Article 12 – Claims .....	47

12.01	Claims .....	47
Article 13	– Cost of the Work; Allowances; Unit Price Work .....	48
13.01	Cost of the Work .....	48
13.02	Allowances .....	50
13.03	Unit Price Work .....	51
Article 14	– Tests and Inspections; Correction, Removal or Acceptance of Defective Work .....	52
14.01	Access to Work.....	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work.....	53
14.06	Owner May Stop the Work .....	54
14.07	Owner May Correct Defective Work.....	54
Article 15	– Payments to Contractor; Set-Offs; Completion; Correction Period.....	55
15.01	Progress Payments .....	55
15.02	Contractor’s Warranty of Title .....	58
15.03	Substantial Completion .....	58
15.04	Partial Use or Occupancy .....	59
15.05	Final Inspection .....	59
15.06	Final Payment.....	59
15.07	Waiver of Claims.....	61
15.08	Correction Period .....	61
Article 16	– Suspension of Work and Termination.....	62
16.01	Owner May Suspend Work .....	62
16.02	Owner May Terminate for Cause .....	62
16.03	Owner May Terminate For Convenience .....	63
16.04	Contractor May Stop Work or Terminate .....	63
Article 17	– Final Resolution of Disputes.....	64
17.01	Methods and Procedures.....	64
Article 18	– Miscellaneous.....	64
18.01	Giving Notice .....	64
18.02	Computation of Times.....	64
18.03	Cumulative Remedies.....	64



18.04	Limitation of Damages .....	65
18.05	No Waiver.....	65
18.06	Survival of Obligations.....	65
18.07	Controlling Law.....	65
18.08	Headings.....	65

## 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.

**Replace with:**

G. *Additional insured*: The Commercial General Liability policy shall be endorsed to include “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

**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:	<u>Statutory</u>
--------	------------------

Applicable Federal (e.g. Longshoreman's and Harbor Workers' Compensation, Maritime, Jones Act, etc.):	<u>Statutory</u>
---	------------------

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
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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



City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
Phase 2- Pavilion Modifications, Alterations & Additions  
IFB #23-106

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:  \_\_\_\_\_

Print Name: LISA Addis

Print Title: V. P.

Print Name of Business: creative Contracting Group

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

Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. 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.]

- \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.
- \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.
- \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.
- \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.

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

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

**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.

City of Lake Worth Beach  
Harold Grimes Memorial Park Improvement Project  
Phase 2- Pavilion Modifications, Alterations & Additions  
IFB #23-106

00851

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, LISA Addis, on behalf of Creative Contracting Group (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: [Signature]

Name: LISA Addis Title: V.P.

Date: 3-13-23

STATE OF Florida

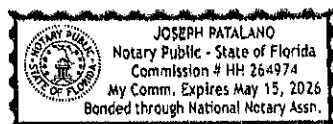
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 13 day of MARCH 2023, by LISA Addis, as the V.P. [title] of Creative Contracting Group [vendor's name], a Corporation [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.

[Signature]

Notary Public Signature

Notary Seal:



SCRUTINIZED COMPANIES CERTIFICATION FORM

00851 - 1



**INVITATION FOR BID  
IFB 23-106  
Addendum No. 1**

**IFB#23-106 Harold Grimes Memorial Park Phase 2 Pavilion Modifications, Alterations & Additions**

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

**Questions & Answers:**

**Question 1:** I can't figure out how to submit my bid for the overhead doors?

**Answer 1:** A bid must be submitted for the entire scope of work provided. The bid is not broken out into individual construction aspects.

**Question 2:** Are there any LED LIGHTS requirements?

**Answer 2:** LED light are required to be utilized.

**Question 3:** Are there ANY Led Lighting Required for this Project? Interior or Exterior

**Answer 3:** See answer to question #2.

**Question 4:** We are LED lights suppliers, I see that the project requires 1x4 Lithonia Lights. we need to know how many lights are required for this project? Can we submit Alternate lights which are superior to Lithonia Lights?

**Answer 4:** Please follow instructions for substitution protocol.

**Question 5:** What is the budget/ Estimate for this project?

**Answer 5:** \$300,000.00

**Question 6:** Who pays for all the permits?

**Answer 6:** Please see form 00100 Instructions to Bidders, Paragraph 21 PREPARATION EXPENSE.

**Question 7:** Is there fire sprinklers required?

**Answer 7:** The architect for the project does not expect fire sprinklers to be required for the project but the final determination will be made by the Fire Marshall once they review the permit application.

**Question 8:** Can we work late and on Saturdays?

**Answer 8:** Work after hours and on weekends will only be allowed when absolutely necessary and only after approval by the City for specific dates and times.

**Question 9:** What is the estimated or set budget for this project?

**Answer 9:** See Answer to Question 5.



FINANCE DEPARTMENT  
7 NORTH DIXIE HIGHWAY  
LAKE WORTH BEACH, FL 33460

## **NOTICE OF INTENT TO AWARD**

**TO:** All Interested Parties

**FROM:** Anthony Hernandez, Purchasing Agent II

**DATE:** March 22, 2023

**REF:** IFB#23-106 Harold Grimes Memorial Park Phase 2 Pavilion Modifications, Alterations & Additions

**SUBJECT:** Notice of Intent to Award

Based on the results and the thorough review of the proposals submitted in response to the above-referenced solicitation, the City of Lake Worth Beach has determined that **E&F Florida Enterprises, Inc. dba Creative Contracting Group** is of the best value to the City and is being recommended for award of this solicitation. The effective date of this posting is March 22, 2023.

The City will be advising you of the required documents needed so that contract documents can be completed and prepared for the Commission approval.

If you have any additional questions, feel free to contact me via email, at [ahernandez@lakeworthbeachfl.gov](mailto:ahernandez@lakeworthbeachfl.gov). If you are unable to contact me via email, please call at (561) 586-1770.

Attachment: IFB#23-106 Harold Grimes Memorial Park Phase 2 Pavilion Modifications, Alterations & Additions - Bid Tab



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

E&F Florida Enterprises, Inc. dba Creative Contracting Group

3141 Fortune Way, Suite 16

Wellington, FL 33449

### OWNER:

(Name, legal status and address)

City of Lake Worth Beach

1749 3rd Avenue South

Lake Worth Beach, FL 33460

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

IFB#23-106 - Harold Grimes Memorial Park Improvement Project Phase 2 - Pavilion Modifications, Alternations & Additions

### SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07960

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

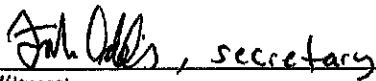
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 14th day of March, 2023

  
\_\_\_\_\_  
(Witness)


  
\_\_\_\_\_  
(Witness)

E&F Florida Enterprises, Inc. dba Creative Contracting Group

\_\_\_\_\_  
(Principal) (Seal)

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

United States Fire Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Brett Rosenhaus Attorney-in-Fact

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0272523

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Brett Rosenhaus, Dale Belts, Christian Collins*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14<sup>th</sup> day of March 2023

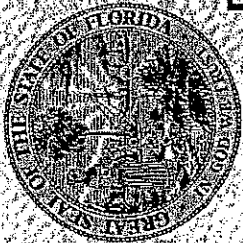
UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



Ron DeSantis, Governor



Melanie S. Griffin, 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



**ADDIS, LISAM**

GREATIME CONTRACTING GROUP  
3141 FORTUNE WAY  
SUITE 16  
WELLINGTON FL 33414

LICENSE NUMBER: GGC1513410

EXPIRATION DATE: AUGUST 31, 2024

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



Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.



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

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

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

3141 fortune WAY BAY 16  
 WELLINGTON, FL 33449

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ADDIS LISA M	CGC1513410	B22.598274 - 07/11/22	\$27.50	B40142062

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

STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2022/2023 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 201465581**  
**EXPIRES: SEPTEMBER 30, 2023**



25  
 6-6725

CREATIVE CONTRACTING GROUP  
 E AND F FLORIDA ENTERPRISES INC  
 3141 FORTUNE WAY BAY 16  
 WELLINGTON, FL 33449



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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2022

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

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

<b>PRODUCER</b> Insured Choice of North America 706 W. Boynton Beach Blvd. #110  Boynton Beach FL 33426		<b>CONTACT NAME:</b> Troy Slssom <b>PHONE (A/C, No, Ext):</b> (561) 736-6022 <b>E-MAIL ADDRESS:</b> insuredchoice@insuredchoice.com		<b>FAX (A/C, No):</b> (561) 736-6052	
<b>INSURED</b> E & F Florida Enterprises Inc 3141 Fortune Way Suite 16 Wellington FL 33414		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> JAMES RIVER INS CO		12203	
		<b>INSURER B:</b> CENTURY SURETY CO		36951	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y		00115201-1	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			3296897A	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

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

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

<b>PRODUCER</b> Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	<b>CONTACT NAME:</b> Ana Grajales <b>PHONE (A/C, No, Ext):</b> (954) 302-4531 <b>E-MAIL ADDRESS:</b> ana@floridiancoastline.com	<b>FAX (A/C, No):</b> (954) 692-3941
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414	<b>INSURER A:</b> Travelers	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL16122103216

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-6N351568-21-42-G	10/03/2022	10/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM \$ 500,000	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Juan Carlos Cruz/ANA

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E&FFL-1

OP ID: NG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2022

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

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

<b>PRODUCER</b> Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC	561-392-3300	<b>CONTACT NAME:</b> Workers Compensation Group <b>PHONE (A/C, No, Ext):</b> 561-392-3300 <b>FAX (A/C, No):</b> 561-361-1132 <b>E-MAIL ADDRESS:</b> certs@workerscompgroup.com
<b>INSURED</b> E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> BusinessFirst Ins Co <b>NAIC #</b> 11697
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	521-12678	04/16/2022	04/16/2023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>PROOF OF</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>Proof of Insurance Only</b> XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	AUTHORIZED REPRESENTATIVE 



Company ID Number: 1634027

**Approved by:**

<b>Employer</b> E & F Florida Enterprises Inc	
<b>Name (Please Type or Print)</b> LISA ADDIS	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/26/2021
<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> 01/26/2021

# *State of Florida*

## *Department of State*

I certify from the records of this office that E&F FLORIDA ENTERPRISES INC. is a corporation organized under the laws of the State of Florida, filed on October 9, 2003.

The document number of this corporation is P03000112054.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 26, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Nineteenth day of March, 2019*



*Raymond R. Rice*  
**Secretary of State**

Tracking Number: 3808679411CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
E&F FLORIDA ENTERPRISES INC.

### Filing Information

**Document Number** P03000112054  
**FEI/EIN Number** 20-0261053  
**Date Filed** 10/09/2003  
**State** FL  
**Status** ACTIVE

### Principal Address

3141 FORTUNE WAY  
SUITE 16  
wellington, FL 33414

Changed: 05/28/2020

### Mailing Address

17682 SEALAKES DRIVE  
BOCA RATON, FL 33498

### Registered Agent Name & Address

BUDNER, MORDECAI  
17682 SEALAKES DRIVE  
BOCA RATON, FL 33498

### Officer/Director Detail

#### **Name & Address**

Title VP

ADDIS, LISA  
17682 SEALAKES DRIVE  
BOCA RATON, FL 33498

Title Secretary

ADDIS, FRANK  
11376 REGATTA LANE  
WELLINGTON, FL 33449

### Annual Reports

**APPLICATION FOR RENEWAL OF FICTITIOUS NAME**

REGISTRATION# G14000016274

**FILED  
Mar 01, 2019  
Secretary of State  
G19000029069**

**Fictitious Name:** CREATIVE CONTRACTING GROUP

**Current Mailing Address:**

4210 SEA MIST WAY  
WELLINGTON, FL 33449

**New Mailing Address:**

4210 SEA MIST WAY  
WELLINGTON, FL 33449 US

**Current County of Principal Place of Business:**

PALM BEACH

**New County of Principal Place of Business:**

**Current FEI Number:**

20-0261053

**New FEI Number:**

**Current Owner(s):**

Document #: P03000112054 ( ) Delete  
FEI #: 20-0261053  
Name: E&F FLORIDA ENTERPRISES, INCE  
Address: 3141 FORTUNE WAY, SUITE 16  
City-St-Zip: WELLINGTON, FL 33414

**Additions/Changes to Owner(s):**

Document #: ( ) Change ( ) Addition  
FEI #:  
Name:  
Address:  
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

LISA ADDIS

03/01/2019

Electronic Signature(s)

Date

**Certificate of Status Requested (X)**

**Certified Copy Requested ( )**

CURRENT EXPERIENCE

SCHEDULE A

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Village of Wellington PLY SPACE Palm Springs	Name: Walter Sander, Address: 226 Cypress Ln Palm Springs Ca Telephone: 561-641-3419	Name: Wintonman Corp Company: REG ARCHITECTS CHRISTINE MERRILL Telephone: 541-659-2382x108	2/2022	Office Remodel	95%	309,300
Village of Wellington Home town Repairs	Name: Gloria Kelly Address: 12300 Corner Hill Blvd Wellington, FL Telephone: 561-791-4105	Name: N/A Company: N/A Telephone: N/A	NUMEROUS PROJECTS	POLES, REMOVALS WINDOWS, DOOR etc.	10% to 95%	NUMEROUS PROJECTS FROM 20K to 20K
PBC DEPT of Economic Sustainability.	Name: Mani BERTANO Address: 100 Australiana Ave S-520 W08 St. Telephone: 561-233-3682	Name: N/A Company: N/A Telephone: N/A	NUMEROUS PROJECTS	POLES, SIDEWALKS DRIVEWAYS REMOVALS etc.	10% to 90%	NUMEROUS PROJECTS FROM 30K to 100K
Quinn Residence	Name: Mark Quinn Address: 16883 Crown Blvd Delray Beach Telephone: 561-400-3603	Name: N/A Company: N/A Telephone: N/A	1/2023	Basketball COURT	75%	
Valencia Point Pickle Ball + Bocce CTS	Name: MEGAN TROTTER Address: 6395 Castle Gate Blvd Beverly Hills 33437 Telephone: 561-424-0238	Name: VANN BUCKLE Company: GREG BUCKLE Telephone: 772-634-2084	9/22	CONCRET PICKLE BALL + BOCCE CTS.	95%	91,667
Polo Club Concrete Restoration	Name: ERICA LONG Address: 73388 Polo Rd W Wellington FL Telephone: 561-351-6146	Name: FABIO AUGUSTAS Company: PROSERS CLASSIC LLC Telephone: 954-667-7803	11/2022	CONCRETE RESTORATION	Waiting or Refinit	287,600
	Name: Address: Telephone:	Name: Company: Telephone:				



SCHEDULE B

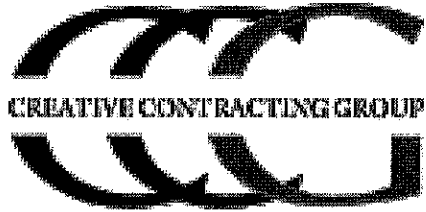
PREVIOUS EXPERIENCE (Include All Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Love St. Parking Lot Town of Jupiter	Name: Scott Esberner Address: 210 Military Trl Jupiter FL Telephone: 561-741-7719	Name: Mike Lowe Company: Horvath Sawyer Telephone: 561-997-8070	11/2019	Side walks Asphalt curbing landscaping lighting etc.	100%	407,700
Palmetto Park Palms Springs	Name: Walter Sanchez Address: 226 Cypress Ln Palms Springs FL Telephone: 561-641-3419	Name: WGI Company: Krista S. S. S. S. Telephone: 561-687-2220	4/2021	Side walks drive ways curbing storage etc.	100%	505,065
Wellago HOA Pickle Board Courts	Name: Davika Obanastor Address: 6825 Bellagio Lakeside Lake Worth FL Telephone: 561-439-8211	Name: VAVV buckle Company: GR09 buckle Telephone: 772-634-2289	6/2020	Constructed Four Pickleball Courts, asphalt curbing etc.	100%	190,000
Palms Beach County Horus's Avn. Sidewalks, concrete 201-20	Name: LA Ovarnal Pace Address: 3432 W 45th St Largo FL 33407 Telephone: 561-684-2160 x107	Name: N/A Company: Telephone:	11/2021	Side walks grindings curbing stucco	100%	46,900
Lake Worth warehouse conversion to offices	Name: Paul Nicholas Address: 1900 2nd ave P Lake Worth FL Telephone: 561-533-3683	Name: G Martens Consulting Company: Rubeco Tequis Telephone: 561-655-6175	12/20	Office Renovation from scratch elect, flooring etc.	100%	228,500
Swensen north south PDS Renovations	Name: Scott Esberner Address: 210 Military Trl Jupiter FL Telephone: 561-741-2281	Name: Brett Johnson Company: Kimberly Horn & ASS. Telephone: 561-845-0665	3/21	Parking lot Improvements Bathrooms restrooms etc	100%	279,000
Lakeview Rd Deo Lane Palms Springs	Name: Walter Sanchez Address: 226 Cypress Ln Palms Springs FL Telephone: 561-641-3419	Name: BGS Company: KESAVANAN Telephone: 561-687-2220	7/2019	Sidewalks drive ways curbing etc.	100%	229,000

PREVIOUS EXPERIENCE (include ALL Projects Completed within last 5 years)

SCHEDULE B

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Boynhor Bch Ocean front Bch. Retainers wall & stairs	Name: GRILL MOORE Address: 222 PG 6th Ave Boynhor Bch Telephone: 561-307-2185	Name: GARY DUNN Company: BOYNHOR BCH Telephone: 561-945-9394	3/2013	Repair retaining wall, stairs, sidewalks, railings.	100%	119,800
Four level paved + sidewalks Wellington	Name: MARCO ROSELLI Address: 12300 Forest Hill Blvd Wellington Telephone: 561-791-4127	Name: N/A Company: N/A Telephone: N/A	6/2020	Sidewalks curbing pavers	100%	24,590
Rivera Bch MARINA POSEIDON	Name: Andre Lewis Address: 2001 Bradway Riv Bch Telephone: 561-714-7719	Name: Sons + Ass Company: N/A Telephone: 561-655-2423	8/2018	Removed + replaced sea walls facing, railings	100%	285,600
Villasolo Hoa Annual Sidewalk repairs	Name: Vicky Carr Address: 6935 Via Bernardi Lance west Telephone: 561-967-7814	Name: N/A Company: N/A Telephone: N/A	2010 - Present	Sidewalks curbing driveways	100%	MISC.
Green acres Volleyball	Name: DARIO RUBIO Address: 8400 Pinehurst Dr Green acres Telephone: 561-642-2072	Name: IN HOUSE Company: N/A Telephone: N/A	12/2021	Construct four volleyball courts	100%	90,860
New Haven + IS/and sidewalks + curbing	Name: SCOTT FISHER Address: 210 Mulberry Rd Sup Telephone: 561-741-2281	Name: Kimberly Horn Company: + ASS. Telephone: 561-845-0665	10/2022	Sidewalks curbing driveways asphalt	100%	202,078
Edwards Residence	Name: SOVAN EDWARDS Address: 12198 Quecas Ln Wellington Telephone: 561-306-0130	Name: N/A Company: N/A Telephone: N/A	12/2021	Home Remodel kitchen, bath, flooring, etc	100%	63,500.



**3141 FORTUNE WAY STE 16  
WELLINGTON, FL 33414  
561-333-1445 / USECCG.COM  
Lic # CGC1513410**

***Safety rating and Info***

We never had an occupational injury or illness.

We never had an OSHA citation or notification of penalty.

We never had a safety citation or violation.

We average between .88 and .90 Workers compensation EMR

We have a zero Workers compensation TRFR

We have a zero Workers compensation DART

Thanks,

Lisa Addis V.P.



**NHC**

**NIELSON, ROSENHAUS & ASSOCIATES**  
A NIELSON HOOVER GROUP COMPANY



January 4, 2022

Re: E&F Florida Enterprises, Inc. dba Creative Contracting Group  
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for E&F Florida Enterprises, Inc. dba Creative Contracting Group. Their Surety is Philadelphia Indemnity Insurance Company which carries an A.M. Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to \$750,000 for a single bond and \$750,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

E&F Florida Enterprises, Inc. dba Creative Contracting Group is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus  
Florida Licensed Agent

220 Congress Park Drive

Suite 100

Delray Beach, FL 33445

P: 561.454.8210

F: 561.455.4787

W: nielsonbonds.com

# *State of Florida*

## *Department of State*

I certify from the records of this office that E&F FLORIDA ENTERPRISES INC. is a corporation organized under the laws of the State of Florida, filed on October 9, 2003.

The document number of this corporation is P03000112054.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 11, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of  
February, 2023*



A handwritten signature in black ink, appearing to be "J. B. ...", is written over a horizontal line.

*Secretary of State*

Tracking Number: 7553409256CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P03000112054

**Entity Name:** E&F FLORIDA ENTERPRISES INC.

**Current Principal Place of Business:**

3141 FORTUNE WAY  
SUITE 16  
WELLINGTON, FL 33414

**Current Mailing Address:**

3141 FORTUNE WAY  
SUITE 16  
WELLINGTON, FL 33414 US

**FEI Number:** 20-0261053

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

BUDNER, MORDECAI  
17682 SEALAKES DRIVE  
BOCA RATON, FL 33498 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title           VP  
Name           ADDIS, LISA  
Address        17682 SEALAKES DRIVE  
City-State-Zip: BOCA RATON FL 33498

Title           SECRETARY  
Name           ADDIS, FRANK  
Address        11376 REGATTA LANE  
City-State-Zip: WELLINGTON FL 33449

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** LISA ADDIS

**VICE PRESIDENT**

**03/11/2022**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date



**IFB #23-106**

**Harold Grimes Memorial Park  
Improvement Project  
Phase 2 – Pavilion Modifications,  
Alterations & Additions**

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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 - Grimes Memorial Park Improvements Ph2
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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>	FL20230220 Mod 1 Building 1/13/2023
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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:

<u>Timetables</u>	<u>Goals for minority participation for each trade</u>	<u>Goals for female participation in each trade</u>
	22.4%	6.9%

Area covered:                      Palm Beach County                      All trades for the life of the project

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

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

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

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 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.



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)."

\*\*\*\*\*

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

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

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

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

\*\*\*\*\*

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

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

\*\*\*\*\*

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

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

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

**SECTION 3 CLAUSE**

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.

\*\*\*\*\*

**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 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

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

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued 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.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) She is V.P. of Creative Contracting Group, the Bidder that has submitted a Bid to perform work for the following project:

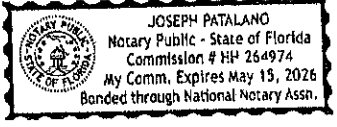
Contract #: IFBA 23106 Project Name: Harold Grimes Memorial Park Improvement Project

- (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: [Handwritten Signature]

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 13 day of MARCH 2023 by LISA Addis, who is  personally known to me or  who has produced N/A as identification.

NOTARY SEAL:



Notary Signature: [Handwritten Signature]

Notary Name: Joseph Patalano  
Notary Public-State of Florida

Commission No. HH 264974

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) I am V.P. of Creative Contracting Group, the bidder that has  
submitted a proposal to perform work for the following project:

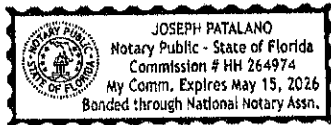
Contract #: IFB # 23-106 Project Name: Harold Grimes Memorial Park Improvement project

(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, CITY OF LAKE WORTH BEACH 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: [Handwritten Signature]

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online  
notarization, this 13 day of MARCH 2023 by  
LISA Addis, who is  personally known to me or  who has produced  
N/A as identification.

NOTARY SEAL:



Notary Signature: [Handwritten Signature]

Notary Name: Joseph Patalano  
Notary Public-State of Florida

Commission No. HH 264974

**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

(1) He/she is the v.p. of Creative Contracting Group, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 151 3410 Expiration Date: 8/31/24  
who submitted a proposal to perform work for the following project:

Contract #: IFB # 23-106 Project Name: Harold Grimes Memorial Park Imp Project

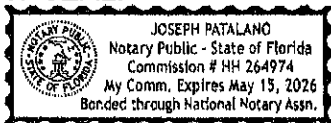
- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest 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 13 day of March 2023 by

LISA Addis, who is  personally known to me or  who has produced N/A as identification.

NOTARY SEAL:



Notary Signature: [Handwritten Signature]

Notary Name: Joseph Patalano  
Notary Public-State of Florida

Commission No. HH 264974

**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: Harold Grimes Memorial Park Improvements Project

Company Name and Address: Creative Contracting Group  
3141 Fortune Way S16  
Wellington FL 33414

  
\_\_\_\_\_  
Signature

LISA Addis V.P  
\_\_\_\_\_  
Name and Title

3-13-23  
\_\_\_\_\_  
Date



**WORKFORCE PROJECTION**

<b>PROJECT NAME:</b>	<i>Harold Grimes Memorial Park Improvements Project</i>
----------------------	---

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:
- Other:

**OTHER WORK CLASSIFICATIONS**

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: \_\_\_\_\_)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- 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: *LISA Addis, LAA*  
*Creative Contracting Group*

Date: 3-13-23

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

**(SUBCONTRACTORS)**

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

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: \_\_\_\_\_

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

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

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By:

Name and 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	
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					

**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)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

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	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)

□

**Palm Beach County  
Board of County  
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

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.



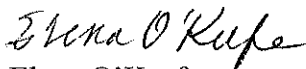
Your request shall be in the form of a letter as follows:

- 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: FL20230220 01/13/2023

Superseded General Decision Number: FL20220220

State: Florida

Construction Type: Building

County: Palm Beach County in Florida.

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

Note: 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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0060-001 09/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.03	15.62

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CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

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ELEC0728-001 09/01/2022

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.40	13.63

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\* ELEV0071-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.26	37.335+a+b

FOOTNOTE:

a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit;

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

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ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.75	9.20

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ENGI0487-020 05/01/2016

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 26.04	9.23

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ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

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IRON0402-005 10/01/2021

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 25.50	14.66

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PLUM0630-006 07/01/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 30.16	16.64

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PLUM0630-007 07/01/2022

	Rates	Fringes
PLUMBER.....	\$ 30.16	16.64

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\* SFFL0821-004 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.28	21.90

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SHEE0032-002 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 19.33	14.65

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\* SUFL2014-029 08/16/2016

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation.....	\$ 16.98	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06 **	0.70
IRONWORKER, REINFORCING.....	\$ 18.67	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.39 **	0.00
LABORER: Pipelayer.....	\$ 13.56 **	1.34
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00 **	2.82
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00 **	3.48
ROOFER.....	\$ 20.45	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

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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 (\$16.20) or 13658  
(\$12.15). 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.

=====  
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.

# 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					

**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>
---	---

**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 FY2022 - \$90,300 Median Family Income Effective Date: April 18, 2022**

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
<b>Income Very Low</b>	\$32,200	\$36,800	\$41,400	\$46,000	\$49,700	\$53,400	\$57,050	\$60,750
<b>Income Low</b>	\$51,550	\$58,900	\$66,250	\$73,600	\$79,500	\$85,400	\$91,300	\$97,200

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>	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**

**Title**

**Signature**

**Date**

# Pavilion Modifications, Alterations & Additions

## Lake Worth Memorial Park

### Harold Grimes Memorial Park,

520 Sunrise Ct.

Lake Worth Beach FL 33460

REVISIONS		
NO.	TITLE	DATE

ISSUANCES		
DATE	TITLE	
2.01.2023	BID	
	PERMIT	
	CONSTRUCTION	

Pavilion Modifications, Alterations & Additions  
**Lake Worth Memorial Park**  
 Harold Grimes Memorial Park,  
 520 Sunrise Ct., Lake Worth Beach FL 33460  
**COVER SHEET**

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND NO REUSE OR REUSE BY ANY METHOD IN WHOLE OR IN PART, WITHOUT EXPRESS WRITTEN CONSENT BY THE ARCHITECT IS STRICTLY PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT. WHERE NECESSARY, VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

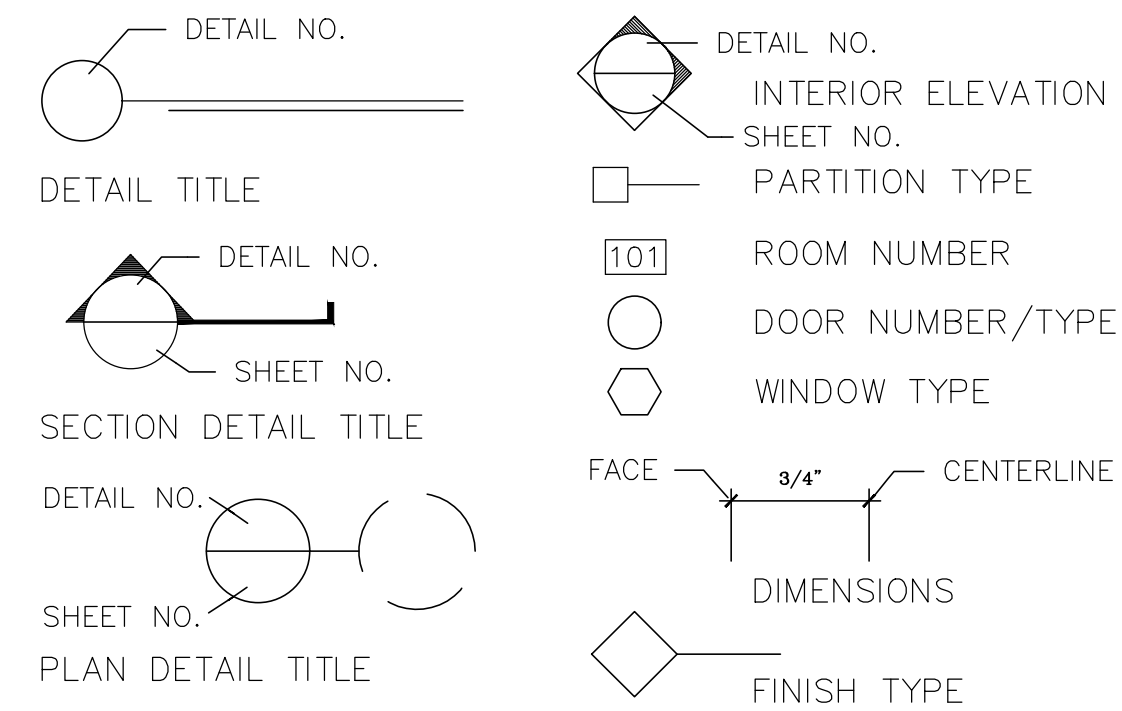
**DAVID MILLER & ASSOCIATES, P.A.**  
 AIA 26000063  
 319 Clematis Street Suite 802  
 West Palm Beach, FL 33401  
 Ph. (561) 833-0164 Fax (561) 833-0165 DMA@DavidMillerArchitect.com

DAVID R. MILLER AR 9417  
 STATE OF FLORIDA

DRAWN BY: SCS  
 CHECKED BY: DMA  
 SCALE: AS NOTED  
 DATE: 2.01.2023

SHEET NUMBER  
**CS-1**  
 1 OF 10

### SYMBOL LEGEND



### MISCELLANEOUS REQUIREMENTS

#### GENERAL NOTES

- All Work shall be performed in strict accordance with the Florida Building Code, 2020, seventh edition, and all local ordinances. Reference to other standard specifications or codes shall mean the latest standard or code adopted and published.
- The General Contractor shall be responsible for complying with all codes, ordinances and shall obtain and pay for all permits, certifications and the like, both temporary, permanent and special permits when required.
- The Contractor shall provide all required insurance for protection against public liability and property damage for the duration of the Work. Contractor shall provide and maintain complete workman's compensation, builders risk insurance, and other necessary insurance as may be required. Proof of insurance shall be submitted to the Owner prior to commencement of Work.
- All required tests shall be performed by an approved testing laboratory at the Owner's expense. Test results shall be submitted to the Architect/engineer. Tests resulting in failure shall be reimbursable to the owner.
- The Contractor's Request for Payment shall include release of liens for all materials, supplies, and subcontractors' work relating to request.
- All Change Orders shall be approved by the Owner and signed by Architect and Owner prior to commencement of any changes in the Work.
- It shall be the responsibility of the Contractor to familiarize himself with all conditions of the site relative to existing work and the construction documents prior to commencing Work. Job site measurements are the full responsibility of the Contractor and/or Subcontractors.
- The Contractor shall verify all dimensions in the field. Discrepancies shall be reported to the Architect prior to the commencement of the Work.
- The Contractor shall coordinate the work of all trades at the time the work is performed on this structure. No additional payments shall be made for the Contractor's failure to correct conflicting field conditions. Correction of defects shall be completed without additional charge and shall include replacement or repair of any other phase of installation that may have been damaged during repair of such work.
- It is not the intent of these plans to show every minor detail of construction, the Contractor is expected to furnish and install all items necessary to complete final work.
- Do not scale drawings to obtain dimensions. Any dimensions not indicated on drawings are to be confirmed with Architect prior to commencement of Work.
- Contractor shall comply with all statutory requirements related to waste disposal and safety precautions as required by local ordinances.
- The Contractor shall clean all areas of work after construction is complete. All trash and debris shall be removed from job site at the Contractor's expense.
- See architectural plans, elevations, details, and schedules for additional notes and information, refer to specifications for specific material requirements.
- Contractor shall include in his bid all costs associated with materials, handling, delivery and storage. Unless where noted otherwise, provide all labor, material, equipment and incidentals necessary for complete Work. Contractor shall warrant and guarantee all materials and workmanship for a period of one year from date of final completion and acceptance by Owner.
- In the event of any need for special sequencing of work is required, the Contractor shall arrange a conference with any parties deemed necessary for the purpose of special scheduling before Work begins.
- Contractor shall provide a construction schedule to the Owner indicating proposed timing prior to commencing Work.
- All finishes to meet Type A flame spread ratings.

#### ABBREVIATIONS

ABV.	Above	F.C.U.	Fan Coil Unit	P.L.	Property Line
AC.	Air Conditioning	F.D.	Fire Damper	PL.	Plaster
ACUJST.	Acoustical Ceiling	F.DRN.	Floor Drain	PLWD.	Plywood
A.C.T.	Administrative	F.H.C.	Fire House Cabinet	PNT.	Point
ADMN.	Administrative	FIN.	Finish	POL.	Polished
A.DRN.	Area Drain	FIN.FLR./ F.F.	Finish Floor	POL.	Polished
A.F.F.	Above Finished Floor	FLR.	Floor	P.T.D.	Paper Towel Dispenser
A.H.U.	Air Handling Unit	GALV.	Galvanized	P.V.C.	Polyvinyl Chloride
ALUM.	ALuminum	GL.	Glass	PTD.	Painted
ANDD.	Anodized	GRD.	Ground	R.	Riser
APPROX.	Approximately	GRP.	Ground	R.A.	Return Air
ASB.	Asbestos	GYR.BD./G.B.	Gypsum Board	RAD.	R.Radius
ASH.	Asphalt	H.	High	R.C.	Reinforced Concrete
ASST.	Assistant	HDWR	Hardware	R.D.	Roof Drain
BATT.	Battery	H.M.	Hollow Metal	REFL.	Reflected
BD.	Board	HORIZ.	Horizontal	REFRIG.	Refrigerator
BLDG.	Building	H.P.T.	High Point	RET.	Retaining
BLK.	BLK.G.Block, Blocking	HCT	Hollow Clay Tile	RM.	Room
BM.	Beam	HT.	Height	R.O.	Rough Opening
BOT.	Bottom	H.V.	High Voltage	R.W.D.P.	Rain Water Drain Pipe
BR.	Brick	H.W.H.	Hot Water Heater	SCHED.	Schedule
BRK.	Breaker	I.D.	Interior Design	S.DWGS.	Structural Drawings
BRNZ.	Bronze	I.D.A./I.D.inside Diameter		SERV.	Service
BTW.	Between	INSUL.	Insulation	SH.	Shower
CEM.	CEM.T.Cement, Plaster	INT.	Interior	SHT.	Sheet
C.C.	Center to Center	J.	Joint	SN.	Similar
CEM.	Cement	JT.	Joint	SLD.	Sliding
CER.T.	or C.T.Ceramic Tile	KIT.	Kitchen	S.N.D.	Sanitary Napkin Disposal
C.G.	Corner Guard	LAV.	Lavatory(Washbasin)	S.N. DISP.	Sanitary Napkin Dispenser
C.H.	Ceiling Height	L.C.	Low Point	SNAP DISP.	Soap Dispenser
C.I.	Cast Iron	L.P.	Low Point	SP.	Special
C.J.	Control Joint	L.L.	Light	SPECS.	Specifications
C.L.	Center Line	L.V.	Low Voltage	SPK.	Sprinkler
CLG.	Ceiling	M.	Meter(s)	SQ.	Square
CLR.	Clear	MACH.	Machine	S.S.	Stainless Steel
CMU.	Concrete Masonry Unit	MAS.	Masonry	S.STL./ST.ST.	Stainless Steel
COL.	Column	MAX.	Maximum	STL.	Steel
COMP.	Compressor	M.C.	Medicine Cabinet	STN.	Stain
CONC.	Concrete	M.D.F.	Main Distribution Frame	STRUC.	Structural
CONT.	Continuous	MECH.	Mechanical	STOR.	Storage
CPT.	Carpet	MECH.	MECH.Mechanical	STRUC.	Structural
DET.	Detail	MEMB.	Membrane	SUSP.	Suspended
D.F.	Drinking Fountain	M.	Manufacturer	T.	Tread
D.I.A.	or D.Diameter	MFR.	Manufacturer	T.O.C.	Top of Curb
DIR.	Director	MGR.	Manager	TELE.	Telephone
DN.	Down	MIN.	Minimum	TEMP.	Tempered
D.O.	Door Opening	MISC.	Miscellaneous	TH.	Threshold
D.O.H.	Door Opening Height	MM.	Millimeter(s)	THK.	Thick
D.O.W.	Door Opening Width	M.D.	Masonry Opening	T.O.S.	Top of Slab
DR.	Door	M.T.	Metal Threshold	T.P.H.	Toilet Paper Holder
DWG.S.	Drawings	MTL.	Metal	TRANS.	Transformer
EA.	Each	MULL.	Mullion	TRAN.	Transform
E.J.	Expansion Joint	N.C.	Not in Contract	TRZ.	Terrazzo
ELEC.	Electrical	ND.	Number	T.O.W.	Top of Wall
E.O.S.	Edge of Slab	NOM.	Nominal Dimension	TYP.	Typical
EQ.	Equal	N.T.S.	Not to Scale	UR.	Urinal
EQUIP.	Equipment	O.C.	On Center	V.C.T.	Vinyl Composition Tile
ESCAL.	Escalator	O.D.	Outside Diameter	VERT.	Vertical
EX.	Exposed	OFCI	Owner Furnished Contractor Installed	VEST.	Vestibule
EXH.	Exhaust	OFF.	Office	V.T.R.	Vent Thru Roof
EXST.	Existing	OPNG.	Opening	W/	With
EXP.	Exposed	OPP.HD.	Opposite Hand	W.C.	Water Closet
EXT.	Exterior	PASS.	Passenger	WD.	Wood
F&B	Food & Beverage	P.C.	Precast Concrete	W.O.	Where Occurs
		P.DWGS.	Plumbing Drawings	WP.	Waterproof
		PL.	Plate	W.R.M.	Wet Riser Main

#### BUILDING CODE ANALYSIS

<b>BUILDING DATA</b>	
CODES:	2020, 7th EDITION FLORIDA BUILDING CODE CURRENT LIFE SAFETY CODE NFPA 101 ALL LOCAL CODES
OCCUPANCY:	ASSEMBLY (GROUP A)
CONSTRUCTION TYPE:	TYPE VB
SPRINKLERED:	NO
FIRE DISTRICT:	N/A
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	3,335 S.F.
<b>LIFE SAFETY SYSTEM:</b>	
EMERGENCY LIGHTING AND EXIT SIGNS:	N/A
FIRE ALARM AND SMOKE DETECTION SYSTEM:	N/A
PANIC HARDWARE:	RESTROOMS ONLY
OCCUPANT LOAD:	ASSEMBLY WITHOUT FIXED SEATS 3,335 GROSS SF @ 15 SF/PERSON = 223 OCCUPANTS

#### SCOPE OF WORK:

- Renovate the existing CMU 14'-10" x 21'-6" structure currently housing (2) single fixture toilet rooms and concession area to provide new women's and men's restrooms. This renovation includes expansion of the structure to the east under the roof of the existing pavilion structure. New interior walls are CMU.
- Addition to the existing CMU 18'-8" x 23'-8" Storage building 10'-0" to the west. This addition will extend beyond the roof of the existing pavilion structure, so will require a new roof structure tying into the pavilion roof.
- Provide new CMU Concession enclosure in the space between the existing Toilet Room and Storage buildings. This structure is to be provided with a transaction counter / opening with lockable shutter, air-conditioned, electric for owner designated equipment, and provided with plumbing fixtures as required by Code.
- Scope of the project includes demolition and new construction including masonry and concrete, stucco and paint, new lighting and power, new plumbing fixtures, distribution and all associated work.

### PROJECT TEAM

#### CLIENT

CITY OF LAKE WORTH BEACH  
 7 N. DIXIE HIGHWAY  
 CITY OF LAKE WORTH BEACH, FLORIDA 33460

#### ARCHITECT

DAVID MILLER & ASSOCIATES, P.A.  
 319 CLEMATIS STREET, SUITE 802  
 WEST PALM BEACH, FL 33401

#### STRUCTURAL ENGINEER

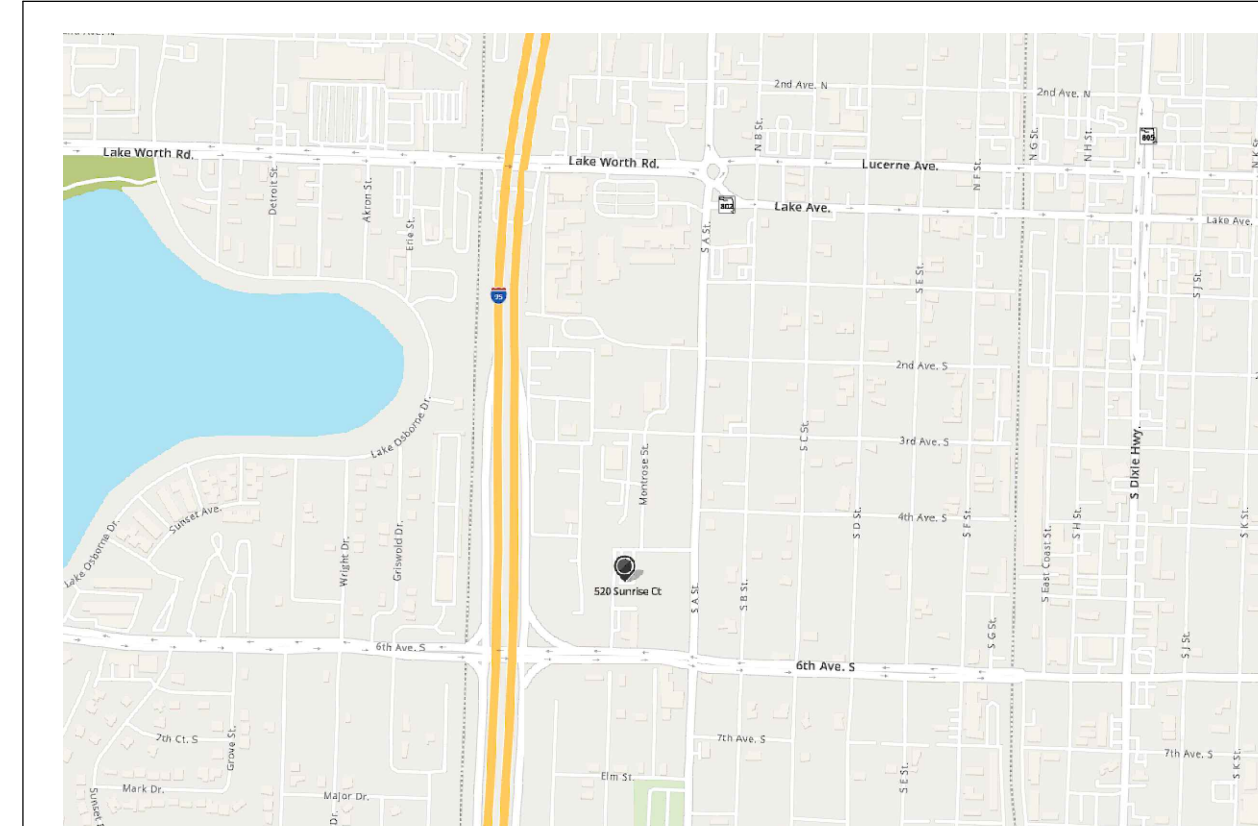
WARREN J. VON WERNE, P.E., INC.  
 11388 OKEECHOBEE BLVD., SUITE B-101  
 ROYAL PALM BEACH, FL 33411

#### M.E.P. ENGINEER

ELLIS CONSULTING ENGINEERS, INC.  
 1106 NORTH G STREET, SUITE B  
 LAKE WORTH BEACH, FL 33460

### DRAWING LIST

CS-1	COVER SHEET
SP-1	SITE PLAN
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
D-1	DEMOLITION PLAN & NOTES
A-1	FLOOR PLAN & CEILING PLAN
A-2	LARGE SCALE PLANS & DETAILS
A-3	INTERIOR ELEVATIONS & DETAILS
A-4	EXTERIOR ELEVATIONS & DETAILS
A-5	ADA NOTES & DETAILS
STRUCTURAL DRAWINGS BY OTHERS	
M.E.P. DRAWINGS BY OTHERS	



**LOCATION MAP**  
N.T.S.

SEC. 28 / TWP. 43S / RGE 44E



**GENERAL NOTES**

- CONTRACTOR SHALL FIELD VERIFY TYPE OF SOILS. IF CORROSIVE SOILS ARE ENCOUNTERED, TAKE NECESSARY PRECAUTIONS FOR ALL UNDER GROUND WORK.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON DRAWINGS FOR CONFLICTS PRIOR TO CONSTRUCTION. THE CONTRACTOR WILL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. DO NOT SCALE DRAWINGS.
- BIDDERS ARE INSTRUCTED TO CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS AND SITE.
- NO STRUCTURE OF ANY KIND TO BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE PUBLIC UTILITY EASEMENTS EXCEPT WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AND / OR PAVING.
- CONTRACTOR TO COORDINATE STAGING AREAS AS REQUIRED WITH LANDLORD AND OWNER.
- ANY DAMAGE BY G.C. OR SUBCONTRACTOR TO EXISTING ASPHALT PAVEMENT AND / OR EXISTING LANDSCAPING OUTSIDE OF CONSTRUCTION LIMIT LINE SHALL BE REPAIRED AT NO COST TO OWNER.
- SIDEWALK ELEVATIONS TO BE COORDINATED WITH SITE AS-BUILT CONDITIONS. ARCHITECT TO BE NOTIFIED OF ANY DISCREPANCIES.
- G.C. TO COORDINATE LOCATION & REPLACEMENT OF GREASE REMOVAL SYSTEM WITH PLUMBING CONTRACTOR. FILED VERIFY ANY (E) SITE CONDITIONS THAT MAY IMPEDE INSTALLATION AND / OR OPERATION OF SUCH.
- APPROVED NUMBERS OR ADDRESSES SHALL BE MAINTAINED AND AS CURRENTLY PLACED ON BUILDING.
- NO MATERIALS SHALL BE STORED ON PUBLIC PROPERTY UNLESS AN ENCROACHMENT PERMIT IS FIRST OBTAINED FROM THE PUBLIC WORKS DEPARTMENT.
- ALL DIMENSIONS ARE TO FACE OF GYPSUM BOARD AT FRAMED WALLS AND SOFFITS, TYPICAL UNLESS OTHERWISE NOTED. AT MILLWORK LOW WALLS, DIMENSIONS ARE TO FACE OF FINISHED WALL, TYPICAL.
- CONTRACTOR SHALL PROVIDE CONSTRUCTION FENCE FOR PEDESTRIAN PROTECTION ACCORDING TO LOCAL REGULATIONS AND BUILDING CODE.
- TEMPORARY TOILET FACILITIES SHALL BE PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE SECURITY AND SAFETY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETE.
- CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE OCCUPANTS AND WORKERS AT ALL TIMES.
- ALL DEBRIS SHALL BE REMOVED FROM THE PREMISES DAILY AND WORK AREAS SHALL BE LEFT IN A CLEAN (BROOM) CONDITION AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE A LIST OF SUBCONTRACTORS TO THE OWNER.
- CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL RULES AND REGULATIONS CONCERNING LICENSING WHICH THE APPLICABLE GOVERNING AUTHORITY MAY HAVE ADOPTED.
- ALL WEATHER-EXPOSED SURFACES SHALL HAVE A WEATHER-RESISTIVE BARRIER TO PROTECT THE INTERIOR WALL COVERING. EXTERIOR OPENINGS SHALL BE FLASHED IN SUCH A MANNER AS TO MAKE THEM WATERPROOF.
- GENERAL CONTRACTOR SHALL PLACE ORDERS FOR ALL FINISHES, ALL MATERIALS, EQUIPMENT, ETC. AT THE START OF THE PROJECT. SUBSTITUTIONS ARE NOT ACCEPTED FOR ANY ITEMS, UNLESS NOTED OTHERWISE. OWNER AND ARCHITECT MUST BE INFORMED OF LEAD TIME PROBLEMS WITHIN THE FIRST TWO WEEKS OF THE PROJECT.
- NOT USED.
- SIGNS ARE REQUIRED FOR ALL MP AND E ROOMS AND SPRINKLER CONTROL VALVE ROOMS.
- PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE APPLICANT SHALL HAVE EVIDENCE OF CURRENT WORKMAN'S COMPENSATION INSURANCE COVERAGE ON FILE WITH THE DEPARTMENT IN COMPLIANCE WITH THE LOCAL LABOR CODE.
- AFTER OBTAINING BUILDING PERMIT AND BEFORE COMMENCING WITH THE WORK, THE GENERAL CONTRACTOR SHALL SHOW EVIDENCE OF ALL THE INSURANCE REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND OBTAIN ALL PERMITS AND LICENSES AND PAY REQUIRED FEES.
- CONTRACTOR SHALL BE FAMILIAR WITH ALL LANDLORD REQUIREMENTS AND SHALL BE RESPONSIBLE FOR COMPLIANCE WITH SAME. CONTRACTOR SHALL INVESTIGATE LOCAL CODES AND PROCEDURES AND SHALL COMPLY WITH ALL REQUIREMENTS.
- A COPY OF LANDLORD'S FINAL APPROVED PLANS MUST BE ON SITE DURING CONSTRUCTION.
- REMOVE ALL ABANDONED IMPROVEMENTS, INCLUDING ELECTRICAL AND MECHANICAL, IF ANY.
- INSPECT SITE: VERIFY FIELD DIMENSIONS BEFORE COMMENCING CONSTRUCTION. NOTIFY TENANT AND LANDLORD IMMEDIATELY IF THERE ARE ANY SIGNIFICANT DISCREPANCIES.
- WHERE FACTORY FINISHED OR FACTORY PRIMED ITEMS OCCUR, SUCH AS GRILLES, DIFFUSERS, METAL TRIM AND ACCESSORIES, ETC. THEY SHALL BE PAINTED TO MATCH THE ADJACENT SURFACE AND AS DIRECTED BY THE OWNER.
- CONTRACTOR SHALL, IN THE WORK OF ALL TRADES, PERFORM ANY AND ALL CUTTING, PATCHING, REPAIRING, RESTORING AND THE LIKE NECESSARY TO COMPLETE THE WORK AND TO RESTORE ANY DAMAGED OR AFFECTED SURFACES RESULTING FROM THE WORK OF THIS CONTRACT TO THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE OWNER.
32. THERE SHALL BE NO EXPOSED PIPE, CONDUITS, ETC. IN PUBLIC AREAS, UNO, ALL SUCH LINES SHALL BE CONCEALED OR FURRED AND FINISHED.
- GENERAL CONTRACTOR SHALL COORDINATE WORK PERFORMED BY OTHER CONTRACTORS. DISCREPANCIES IF ANY, SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.
- SHOULD THE DRAWINGS DISAGREE WITH THEMSELVES OR WITH THE SPECIFICATIONS OR SHOULD THE SPECIFICATIONS DISAGREE WITH THEMSELVES, THE BETTER QUALITY AND/OR GREATER QUANTITY OF WORK OR MATERIAL SHALL BE ESTIMATED UPON AND UNLESS OTHERWISE ORDERED IN WRITING SHALL BE FURNISHED AND INSTALLED.
- NO SUBSTITUTIONS ARE PERMITTED UNLESS PRIOR APPROVAL BY THE OWNER.
- IF ANY DISCREPANCIES APPEAR IN CONTRACT DOCUMENTS, CONTRACTOR SHALL NOTIFY ARCHITECT IN WRITING OF SUCH DISCREPANCIES PRIOR TO BID.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY ARRIVAL OF ALL SPECIFIED FINISH MATERIALS EQUIPMENT, LIGHT FIXTURES AND ANY OTHER SUCH MATERIAL (S) TO BE UTILIZED ON THE PROJECT. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING WITHIN 10 DAYS OF THE DATE OF CONTRACT OF THOSE SPECIFIED ITEMS THAT MAY NOT BE READILY AVAILABLE. IF NOTIFICATION IS NOT RECEIVED BY THE OWNER THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR THE PROPER ORDERING AND FOLLOW-UP OF SPECIFIED ITEMS AND WILL PURSUE WHATEVER MEANS NECESSARY AT NO ADDITIONAL COST TO THE OWNER, INSURE AVAILABILITY OF ALL SPECIFIED ITEMS SO AS NOT TO CREATE A HARDSHIP ON THE OWNER AND NOT DELAY PROGRESS OF THE WORK. NO EXTENSION OF TIME TO THE CONTRACT WILL BE ALLOWED.
- MECHANICAL CONTRACTORS SHALL VERIFY EXACT DIMENSIONS WITH EQUIPMENT

- MANUFACTURERS. MECHANICAL CONTRACTOR SHALL VERIFY ALL SIZES AND LOCATIONS OF DUCT OPENINGS BEFORE INSTALLATION AND VERIFY DISCREPANCIES, IF ANY.
39. ALL EXTERIOR WALL OPENINGS, FLASHING, COUNTER FLASHING, COPING AND EXPANSION JOINTS SHALL BE WEATHERPROOF.
40. CAULKING AND SEALANTS: ALL OPEN JOINTS PENETRATIONS AND OTHER OPENINGS IN THE BUILDING ENVELOPE SHALL BE SEALED, CAULKED, GASKETED, OR WEATHER STRIPPED TO LIMIT AIR AND WATER LEAKAGE.
41. USE ACOUSTICAL SEALANT AROUND ALL PIPES, DUCTS CONDUITS, OUTLETS, SWITCHES, ETC. ON BOTH SIDES OF CROSSING/PENETRATING WALLS WITH THERMAL AND ACOUSTIC INSULATION.
42. ALL NOISE BARRIER BATTS (SOUND INSULATION) SHALL BE NON-COMBUSTIBLE.
43. EACH CONTRACTOR SHALL LEAVE THE SITE IN A NEAT, CLEAN AND ORDERLY CONDITION ON A DAILY BASIS AND UPON CONCLUSION OF HIS WORK. ALL WASTE, RUBBISH AND EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE PROMPTLY. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL TRASH GENERATED BY OWNERS CONTRACTORS FOR THE DURATION OF THE PROJECT.
44. SAFETY: ALL CONDUIT, WORK EQUIPMENT AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST SAFETY RULES AND REGULATIONS OF ALL AUTHORITIES AND AGENCIES HAVING JURISDICTION OVER THE WORK.
45. CONSULT PROPERTY UTILITY PLANS BEFORE SAW CUTTING CONCRETE SLAB, IF ANY.
46. THE ARCHITECT WILL NEITHER HAVE CONTROL OVER OR CHARGE OF, NOR BE RESPONSIBLE FOR, THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, SINCE THESE ARE SOLELY THE CONTRACTORS' RIGHTS AND RESPONSIBILITIES.

**FIRE SAFETY DURING CONSTRUCTION, ALTERATION OR DEMOLITION OF A BUILDING**

- DURING CONSTRUCTION, YOU MUST PROVIDE AND MAINTAIN AN ALL WEATHER ROAD DESIGNED TO SUPPORT THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING UP TO 85,000 POUNDS. SITES SHALL HAVE TWO POINTS OF ACCESS OR AS INDICATED AT PLAN REVIEW OR BY THE FIRE INSPECTOR. UNPAVED SURFACES SHALL HAVE A MINIMUM ABC 6" DEPTH COMPACTION TO 95% AND 20" WIDE. NO VEHICLE PARKING OR BUILDING MATERIAL OFF-LOADING ALLOWED ON THE EMERGENCY ACCESS ROAD. FIRE LANE SIGNS ARE REQUIRED TO BE POSTED ALONG THE ROAD.
- A SIGN SHALL BE POSTED AT THE MAIN STREET ENTRANCE INDICATING EMERGENCY VEHICLE ENTRANCE, THE PROJECT NAME, THE PROJECT ADDRESS, AND AN EMERGENCY CONTACT NUMBER OF A COMPANY REPRESENTATIVE. THE SIGN SHALL BE A MINIMUM OF 24" HIGH X 36" WIDE WITH WHITE REFLECTIVE BACKGROUND AND 3" RED REFLECTIVE LETTERS. IN ADDITION ALL OFF-SITE WORK SHALL HAVE A SIGN POSTED AT THE MAIN STREET ENTRANCE THAT IS REFLECTIVE OF THE GEOGRAPHICAL LOCATION TO THE PROJECT. THE SIGN SHALL INCLUDE THE PROJECT NAME FOLLOWED BY THE CAPTION "OFF SITE" AND THE GEOGRAPHICAL LOCATION.
- ALL SITE HYDRANTS SHALL BE INSTALLED AND ACCEPTED BY THE TOWN ENGINEERING DEPARTMENT PRIOR TO COMBUSTIBLE MATERIALS BEING DELIVERED TO THE CONSTRUCTION SITE.
- BUILDINGS UNDERGOING CONSTRUCTION, ALTERATION OR DEMOLITION SHALL BE IN ACCORDNCE WITH CFC CHAPTER 14.

**ACCESSIBILITY NOTES**

- ACCESS TO THESE FACILITIES SHALL BE PROVIDED AT PRIMARY ENTRANCES, AS REQUIRED BY ADA.
- WALKS & SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDS 1/2" & SHALL BE A MIN. OF 48" IN WIDTH.
- SURFACES WITH A SLOPE OF LESS THAN 6% GRADIENT SHALL BE AT LEAST AS SLIP RESISTANT AS THAT DESCRIBED AS A MEDIUM SALTED FINISH.
- SURFACES WITH A SLOPE OF 6% GRADIENT OR GREATER SHALL BE SLIP RESISTANT.
- SURFACE CROSS SLOPES SHALL NOT EXCEED 1/4" PER FOOT.
- WALKS, SIDEWALKS & PEDESTRIAN WAYS SHALL BE FREE OF GRATING WHENEVER POSSIBLE. FOR GRATINGS LOCATED IN THE SURFACE OF ANY OF THESE AREAS, GRID OPENINGS IN THE GRATINGS SHALL BE LIMITED TO 1/2" IN THE DIRECTION OF TRAFFIC FLOW.
- WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS 1 VERTICAL TO 20 HORIZONTAL, IT SHALL COMPLY WITH THE PROVISIONS OF A PEDESTRIAN RAMP.
- ABRUPT CHANGES IN LEVEL ALONG ANY ACCESSIBLE ROUTE SHALL NOT EXCEED 1/2". WHEN CHANGES IN LEVEL DO OCCUR, THEY SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2, EXCEPT THAT LEVEL CHANGES NOT EXCEEDING 1/4" MAY BE VERTICAL. WHEN CHANGES IN LEVELS GREATER THAN 1/2" ARE NECESSARY, THEY SHALL COMPLY WITH THE REQUIREMENTS FOR CURB RAMPS.
- EVERY REQUIRED EXIT DOORWAY SHALL BE SIZED FOR A DOOR NOT LESS THAN 3 FT. WIDE BY NOT LESS THAN 6'-8" HIGH CAPABLE OF OPENING 90° & MOUNTED SO THAT THE CLEAR WIDTH OF THE EXIT WAY IS 32" MIN.
- THRESHOLDS TO BE A MAX. 1/2" ABOVE ADJACENT FINISH FLOOR.
- MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 5 LBS FOR ALL DOORS, SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT THE CENTER PLANE OF SLIDING OR FOLDING DOORS. COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED TO THE MAXIMUM ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 LBS.
- THE BOTTOM 10" OF ALL DOORS EXCEPT AUTOMATIC & SLIDING SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE.
- PROVIDE LEVER-TYPE HARDWARE PANIC BARS, PUSH - PULL ACTIVATING BARS OR OTHER HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP THE OPENING HARDWARE. (30" TO 44" A.F.F.)
- THERE SHALL BE A LEVEL & CLEAR FLOOR OR LANDING ON EACH SIDE OF A DOOR. THE LEVEL ARE SHALL HAVE A LENGTH IN THE DIRECTION OF DOOR SWING OF AT LEAST 60" & THE LENGTH OPPOSITE THE DIRECTION OF DOOR SWING OF 48" AS MEASURED AT RIGHT ANGLES TO THE PLANE OF THE DOOR IN THE CLOSED POSITION. SUBMIT FOR ARCHITECTS REVIEW.
- ALL WALKS WITH CONTINUOUS GRADIENTS SHALL HAVE LEVEL AREAS AT LEAST 5'-0" IN LENGTH AT INTERVALS OF AT LEAST EVERY 400'.
- ABRUPT CHANGES IN LEVEL, EXCEPT BETWEEN A WALK OR SIDEWALK & AN ADJACENT STREET OR DRIVEWAY, EXCEEDING 4" IN A VERTICAL DIMENSION SHALL BE IDENTIFIED BY CURBS PROJECTING AT LEAST 6" IN HEIGHT ABOVE THE WALK OR SIDEWALK SURFACE TO WARN THE BLIND OF A POTENTIAL DROP OFF. WHEN A GUARDRAIL OR HANDRAIL IS PROVIDED, NO CURB IS REQUIRED. WHEN A GUIDE RAIL IS PROVIDED, CENTER 3" (PLUS OR MINUS 1"), ABOVE THE SURFACE OF THE WALK OR SIDEWALK, THE WALK IS 5% OR LESS GRADIENT OR NO ADJACENT HAZARD EXISTS.
- WALKS, HALLS, CORRIDORS, PASSAGEWAYS, AISLES OR OTHER CIRCULATION SPACES SHALL HAVE 80" MINIMUM CLEAR HEADROOM.

- EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE. HAND-ACTIVATED DOOR OPENING HARDWARE SHALL BE CENTERED BETWEEN 30" & 44" ABOVE THE FLOOR. LATCHING & LOCKING DOORS THAT ARE HAND-ACTIVATED & WHICH ARE IN A PATH OF TRAVEL, SHALL BE OPENABLE WITH A SINGLE EFFORT BY LEVER- TYPE HARDWARE, BY PANIC BARS, PUSH/PULL ACTIVATING BARS OR OTHER HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP THE OPENING HARDWARE. LOCKED EXIT DOORS SHALL OPERATE AS ABOVE IN EGRESS DIRECTION.
19. GROUND & FLOOR SURFACES ALONG ACCESSIBLE ROUTES & IN ACCESSIBLE ROOMS & SPACES, INCLUDING FLOORS, WALKS, RAMPS, STAIRS & CURB RAMPS, SHALL BE STABLE, FIRM, & SLIP-RESISTANT.
20. OBJECTS PROJECTING FROM WALLS WITH THEIR LEADING EDGES BETWEEN 27" & 80" ABOVE THE FINISH FLOOR SHALL PROTRUDE NO MORE THAN 4" INTO WALKS, HALLS, CORRIDORS, PASSAGEWAYS OR AISLES. OBJECTS MOUNTED AT OR BELOW 27" ABOVE FINISH FLOOR MAY PROTRUDE ANY AMOUNT.

**DIVISION 01 - GENERAL REQUIREMENTS**

- THE WORK INCLUDES NEW IMPROVEMENTS IN AN EXISTING BUILDING.
- CONTRACTORS SHALL VISIT THE PREMISES WHILE BIDDING & SHALL FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS & THE REQUIREMENTS OF THE PROJECT PRIOR TO DEVELOPING THEIR BID. MATERIAL QUANTITIES SHALL BE BASED ON ACTUAL FIELD CONDITIONS & MEASUREMENTS. DO NOT RELY ON SCALING PLANS FOR ACCURATE DIMENSIONING.
- PRIOR TO BEGINNING THE WORK, VERIFY ALL EXISTING DIMENSIONS & SQUARE FOOTAGES; NOTIFY THE OWNER OF COMPLIANCE OR DISCREPANCIES, COMPARING THOSE DISCREPANCIES TO THE NUMBERS ON THE TITLE SHEET.
- CONTRACTORS SHALL TAKE CARE TO PROTECT ADJACENT AREAS FROM DUST & DAMAGE DURING THE CONSTRUCTION PROCESS & SHALL CLEAN UP AFTER THEMSELVES AT THE END OF EACH WORKING DAY. ANY DAMAGE DONE TO ADJACENT AREAS MUST BE REPAIRED TO MATCH ORIGINAL CONDITIONS.
- ALL RUBBISH & TRASH SHALL BE REMOVED FROM THE PREMISES & PROPERLY DISPOSED OF EACH DAY. NO RUBBISH SHALL BE LEFT IN THE PREMISES AFTER WORK IS COMPLETED EACH DAY.
- ALL DRAWINGS HEREIN CREATE AN ENTIRE PACKAGE. ALL TRADES SHALL BE RESPONSIBLE FOR REVIEWING THEIR RESPECTIVE REQUIREMENTS & COORDINATING THEIR HIDDEN OR EXPOSED WORK WITH OTHER RELATED TRADES. COORDINATE ALL WORK OF THE VARIOUS TRADES & SUBCONTRACTORS TO ASSURE EFFICIENT & ORDERLY INSTALLATION.
- PROVIDE ACCOMMODATION FOR ITEMS INSTALLED AT A LATER DATE. VERIFY THAT CHARACTERISTICS OF ELEMENTS OF INTERRELATED OPERATING EQUIPMENT ARE COMPATIBLE; COORDINATE WORK OF VARIOUS SECTIONS WHICH HAVE INTERDEPENDANT RESPONSIBILITIES FOR INSTALLING, CONNECTING TO, & PLACING IN SERVICE, SUCH EQUIPMENT. COORDINATE SPACE REQUIREMENTS & INSTALLATION OF MECHANICAL & ELECTRICAL WORK & FIRE SPRINKLER SYSTEM WHICH ARE INDICATED, DETAILED, OR IMPLIED DIAGRAM-SPRINKLERS ON DRAWINGS.
- UNLESS SPECIFICALLY NOTED, PROVIDE & PAY FOR LABOR, MATERIALS & EQUIPMENT, TOOLS, CONSTRUCTION EQUIPMENT & MACHINERY & OTHER FACILITIES & SERVICES NECESSARY FOR PROPER EXECUTION & COMPLETION OF WORK, INCLUDING PERMITS. TEMPORARY UTILITIES SHALL BE ARRANGED & PAID FOR BY GENERAL CONTRACTOR.
- GENERAL CONTRACTOR SHALL PURCHASE & MAINTAIN INSURANCE COVERAGE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LANDLORD & THE TENANT. VERIFY & COORDINATE WITH THE TENANT'S PROJECT MANAGER ANY ADDITIONAL REQUIREMENTS.
- FURNISH ALL REQUIRED TEMPORARY FACILITIES & ALL TEMPORARY UTILITIES IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED FOR USE IN CONVENIENCE OF ALL THOSE ENGAGED IN THE PROJECT WORK.
- ALL CONTRACTORS MUST STAY BEHIND THE BARRIERS & MAINTAIN ACCESS TO SUCH AREAS CLEAN & FREE OF CONSTRUCTION MATERIALS & DEBRIS. FAILURE TO MAINTAIN CLEAN STREETFONT WILL RESULT IN BUILDING MANAGEMENT HAVING SUCH MATERIALS & DEBRIS REMOVED & ALL CHARGES FOR MAINTENANCE BILLED TO GENERAL CONTRACTOR.
- COORDINATE ALL CONSTRUCTION & SCHEDULING WITH THE BUILDING MANAGER REVIEWING ALL SCHEDULED ACTIVITIES AT OUTSET OF CONSTRUCTION.
- THE OWNER OR THE OWNER'S SUBCONTRACTORS MAY OCCUPY PORTIONS OF THE PROJECT DURING THE FINAL STAGE OF CONSTRUCTION. COORDINATE & COOPERATE WITH THE OWNER TO MINIMIZE CONFLICT & FACILITATE THE OWNER'S OPERATION.
- ALL DIMENSIONS & FINISHES SHALL BE VERIFIED & COORDINATED WITH EXISTING CONDITIONS PRIOR TO CONSTRUCTION, FABRICATION, OR PURCHASING. IN CASE OF CONFLICT BETWEEN THE PROJECT REQUIREMENTS AND/OR EXISTING CONDITIONS, THE ARCHITECT OR OWNER SHALL BE CONTACTED FOR DIRECTION.
- PERFORM ALL WORK IN ACCORDANCE WITH ACCEPTABLE TRADE PRACTICE TO INSURE THE HIGHEST QUALITY FINISHED PRODUCT - EXPRESSED OR IMPLIED. PERFORM ALL WORK BY SKILLED MECHANICS IN ACCORDANCE WITH ESTABLISHED STANDARDS OF WORKMANSHIP IN EACH OF THE VARIOUS TRADES.
- COORDINATE BLOCKING REQUIREMENTS WITH ADJACENT OR RELATED TRADES, ACCESSORIES, EQUIPMENT & FIXTURES. INSTALL REQUIRED BLOCKING AT NO ADDITIONAL COST TO THE CONTRACTOR.
- REPAIR PROPERTY DAMAGE BY THE INSTALLERS TO A LIKE NEW CONDITION OR REPLACE DAMAGED SURFACES & MATERIALS OF THE PREVIOUSLY INSTALLED WORK BY OTHER TRADES, INSTALLERS & SUBCONTRACTORS.
- WHERE REQUESTED BY THE OWNER TO CERTIFY CONFORMANCE TO TRADE STANDARDS OR THE PROJECT REQUIREMENTS, THE CONTRACTOR SHALL ENLIST A TESTING LABORATORY AT THE OWNER'S COST. IF THE REQUESTED TEST SHOWS NON-CONFORMANCE TO GENERALLY ACCEPTED TRADE STANDARDS OR THE PROJECT REQUIREMENTS, THE CONTRACTOR SHALL CORRECT THE DEFICIENCY AT NO ADDITIONAL COSTS TO THE OWNER & REIMBURSE ALL THE COSTS OF THE TESTING TO THE OWNER, UNLESS THE CONTRACTOR HAS USED PRODUCTS INCORRECTLY LABELED BY THE MANUFACTURER OR HAS MADE PREVIOUSLY APPROVED CHANGES.
- PROVIDE SECURITY OF THE WORK, INCLUDING TOOLS & UNINSTALLED MATERIALS. PROTECT THE WORK, STORED PRODUCTS, CONSTRUCTION EQUIPMENT & OWNER'S PROPERTY FROM THEFT & VANDALISM & THE PREMISES FROM ENTRY BY UNAUTHORIZED PERSONNEL UNTIL FINAL ACCEPTANCE BY OWNER.
- MAINTAIN AN ACTIVE FIRE EXTINGUISHER AT THE PROJECT.
- DO NOT USE MATERIAL OR EQUIPMENT FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY DESIGNED OR SPECIFIED. ALL MATERIALS & EQUIPMENT THAT ARE SIMILAR SHALL BE THE SAME TYPE, MODEL, & STYLE FOR THE SAME USE THROUGHOUT THE PROJECT OR THEY SHALL BE REJECTED.
- WHEN THE PROJECT REQUIREMENTS REQUIRE THAT THE INSTALLATION OF WORK SHALL COMPLY WITH MANUFACTURER'S INSTRUCTIONS, PERFORM THE WORK IN STRICT ACCORDANCE WITH THE MOST CURRENT WRITTEN MANUFACTURER'S INSTRUCTIONS.
- ALL PRODUCTS & EQUIPMENT SHALL BE DELIVERED IN UNDAMAGED CONDITION & STORED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS TO AVOID DISRUPTION OF THE WORK OR DAMAGE TO THE ITEMS. REPLACE DAMAGED OR UNFIT MATERIALS, AT NO COST TO THE OWNER.

- NOTIFY THE OWNER WHEN THE WORK IS SUBSTANTIALLY COMPLETE & READY FOR INSPECTION. UPON INSPECTION, PROVIDE WRITTEN OPERATION & MAINTENANCE INSTRUCTIONS & GUARANTEES FOR ALL EQUIPMENT & MATERIALS INSTALLED. PROVIDE WRITTEN GUARANTEES FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK.
- PROVIDE FINAL CLEAN-UP & DAMAGE REPAIR AT THE PROJECT CONCLUSION. LEAVE THE PREMISES NEAT, CLEAN & CLEAR OF TOOLS, EQUIPMENT & SURPLUS MATERIALS.
- GENREAL CONTRACTOR SHALL PLACE ORDERS FOR ALL FINISHES, ALL MATERIALS, EQUIPMENT, ETC. AT THE START OF THE PROJECT. SUBSTITUTIONS ARE NOT ACCEPTED FOR ANY ITEMS, UNLESS NOTED OTHERWISE. OWNER & ARCHITECT MUST BE INFORMED OF LEAD TIME PROBLEMS WITHIN THE FIRST TWO WEEKS OF THE PROJECT.

**DIVISION 02 - EXISTING CONDITIONS**

- THE WORK MAY INCLUDE DEMOLITION OF EXISTING CONSTRUCTION, REMOVAL OF VARIOUS ITEMS OF EQUIPMENT & CONSTRUCTION & THE CUTTING OR ALTERATION OF EXISTING CONSTRUCTION AS SHOWN, NOTED OR IMPLIED ON THE DRAWINGS. CONTRACTOR SHALL DETERMINE & INVENTORY ALL NECESSARY DEMOLITION & ALTERATION OF ITEMS TO PROVIDE FOR A COMPLETE INSTALLATION OF NEW WORK. ALL COSTS OF REMOVAL OR REPAIR OF EXISTING WORK SHALL BE INCLUDED IN THE BID. ADDITIONAL COSTS FOR DEMOLITION OF ITEMS HIDDEN OR INACCESSIBLE DURING THE BIDDING PHASE, SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BEGINNING THE WORK.
- AT ALTERED CONSTRUCTION, REPAIR CUT EDGES, REPLACE CONSTRUCTION & FIT NEW TO EXISTING CONSTRUCTION TO MATCH EXISTING WORK. MAKE JOINTS OF NEW & EXISTING PATCHES VERY SMOOTH, EVEN & PRACTICALLY INVISIBLE. COORDINATE ALL REPLACEMENT & REPAIR REQUIREMENTS WITH LANDLORD'S CONSTRUCTION CRITERIA & TENANT'S COORDINATOR.
- SAW-CUT CONCRETE WITH DIAMOND SAW. JACKHAMMERING WILL NOT BE PERMITTED EXCEPT WITH THE EXPRESSED WRITTEN APPROVAL OF THE LANDLORD. CUT IN ACCURATELY LOCATED, STRAIGHT LINES & BREAK OUT SECTIONS. FLOOR MAY BE CORE DRILLED WHERE APPROPRIATE FOR INSTALLATION OF PIPES & SIMILAR ITEMS. COORDINATE ALL CORE LOCATIONS & SLAB MODIFICATIONS WITH LANDLORD'S STRUCTURAL ENGINEER. WHERE EXISTING PIPING & OTHER SIMILAR ITEMS ARE UNDER EXISTING SLABS, EXERCISE CARE TO PROTECT FROM DAMAGE. EXERCISE CARE WHEN CUTTING ADJACENT TO EXISTING WALLS TO AVOID DAMAGE TO WALLS. IF DAMAGED, REPAIR AS REQUIRED TO ORIGINAL CONDITION.
- DOORS & FRAMES: IF DOORS & FRAMES ARE TO BE REUSED ON THE WORK, CAREFULLY REMOVE DOORS FROM FRAMES & REMOVE FRAMES FROM OPENING. TAKING CARE TO AVOID DAMAGE. REMOVE HARDWARE, CLEAN, REFURBISH & STORE FOR REINSTALLATION WHERE INDICATED. FOR DOORS & FRAMES TO BE SALVAGED, CAREFULLY REMOVE FROM OPENING & DELIVER FOR STORAGE WHERE INDICATED.
- PREVENT MOVEMENT OR SETTLEMENT OF STRUCTURE. PROVIDE & PLACE BRACING & SHORING & BE RESPONSIBLE FOR SAFETY & SUPPORT OF STRUCTURE. AS DETERMINED BY G.C. ENLISTED STRUCTURAL ENGINEER. ASSUME LIABILITY FOR SUCH MOVEMENT, SETTLEMENT DAMAGE OR INJURY.
- ARRANGE & PAY FOR DISCONNECTING, REMOVING & CAPPING UTILITY SERVICES WITHIN AREAS AFFECTED BY DEMOLITION. PLACE MARKERS TO INDICATE LOCATION OF DISCONNECTED SERVICES. LOCATE SPRINKLER SHUT-OFF VALVE & SMOKE ALARM PRIOR TO COMMENCING WORK. COORDINATE REQUIRED MODIFICATION WITH LANDLORD.
- CAREFULLY REMOVE MATERIALS & EQUIPMENT WHICH ARE INTENDED TO BE REUSED. STORE IN A SECURE LOCATION. REMOVE DEBRIS, REFUSE & MATERIALS BEING DEMOLISHED IMMEDIATELY FROM THE SITE.
- ERECT & MAINTAIN WEATHERPROOF & DUSTPROOF CLOSURES & PARTITIONS TO PREVENT WEATHER DAMAGE OR SPREAD OF DUST, FUMES & SMOKE TO OTHER PARTS OF THE BUILDING. IN ACCORDANCE WITH MALL GUIDELINES & STIPULATIONS.
- PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION.
- REPAIR ALL DEMOLITION IN EXCESS OF THAT REQUIRED AT NO COST TO THE OWNER.
- REMOVE FROM SITE CONTAMINATED, VERMIN INFESTED OR DANGEROUS MATERIALS ENCOUNTERED, DISPOSE OF BY SAFE MEANS TO PROTECT HEALTH OF WORKERS & PUBLIC.

**DIVISION 03 - CONCRETE**

- WORK INCLUDES: PATCHING OF SLAB AFTER DEMOLITION & REMOVAL OF FINISHES; FILLING & LEVELING JOINTS & CRACKS; FILLING ABANDONED ELECTRICAL BOXES & ANY HOLES GREATER THAN 1/2".
- USE RAECO-LITH "R-35" AS UNDERLAYMENT FOR PATCHING OR APPROVED EQUAL. MIX SHALL BE TWO PARTS - MORTAR MIX & LATEX BINDER. MIX & INSTALL PER MANUFACTURER'S LATEST WRITTEN & RECOMMENDED DIRECTIONS.

**DIVISION 05 - METALS**

- PROVIDE ALL MISCELLANEOUS METAL ITEMS INCLUDING MATERIALS, FABRICATIONS, FASTENERS & ACCESSORIES REQUIRED FOR FINISHED INSTALLATION AS INDICATED & SPECIFIED.
- STEEL SHALL BE ASTM A366 AMERICAN OPEN HEARTH SHEET STEEL, FREE FROM SCALE & PITTING & OTHER DEFECTS AFFECTING APPEARANCE.
- TUBING SHALL CONFORM TO REQUIREMENTS OF ASTM A500 OR A501 AS APPROVED.
- WHERE METAL ITEMS ARE TO BE ERECTED & IN CONTACT WITH DISSIMILAR MATERIALS, PROVIDE CONTACT SURFACES WITH COATING OF AN IMPROVED ZINC CHROMATE PRIMER IN A MANNER TO OBTAIN NOT LESS THAN 1.0 MIL DRY FILM THICKNESS.
- SHEET STEEL SHALL CONFORM TO REQUIREMENTS OF ASTM A606.
- CARBON STEEL BARS SHALL CONFORM TO REQUIREMENTS OF ASTM A321.
- ALUMINUM EXTRUSIONS SHALL CONFORM TO ASTM B221. REVEALS TO BE CLEAR ANODIZED FINISH (UNLESS OTHERWISE NOTED).
- FASTENERS SHALL BE AS REQUIRED FOR ASSEMBLY & INSTALLATION OF FABRICATED ITEMS.
- BOLTS SHALL BE LOW CARBON STEEL EXTERNALLY & INTERNALLY THREADED FASTENERS CONFORMING WITH REQUIREMENTS OF ASTM A307; INCLUDE NECESSARY NUTS & PLAIN HARDENED WASHERS. FOR MEMBERS FOR SUPPORT OF STRUCTURAL MEMBERS OR CONNECTION THERETO, USE FASTENERS CONFORMING WITH ASTM A325. FOR STAINLESS STEEL & NON-FERROUS ITEMS, USE TYPE 302 & 304 STAINLESS STEEL FASTENERS.
- MISCELLANEOUS MATERIALS: PROVIDE ALL INCIDENTAL ACCESSORY MATERIALS, TOOLS, METHODS & EQUIPMENT REQUIRED FOR FABRICATION & INSTALLATION OF MISCELLANEOUS METAL ITEMS AS INDICATED ON DRAWINGS.
- VERIFY DIMENSIONS PRIOR TO FABRICATION OR CASTING. FORM METAL ITEMS TO ACCURATE SIZES & CONFIGURATIONS AS INDICATED ON DRAWINGS & OTHERWISE REQUIRED FOR PROPER INSTALLATION; FABRICATE WITH ALL LINES STRAIGHT & ANGLES SHARP, CLEAN & TRUE; DRILL, COUNTERSINK, TAP & OTHERWISE PREPARE ITEMS FOR CONNECTION WITH WORK OF OTHER TRADES. MAKE PERMANENT CONNECTIONS BY WELDING & GRIND ALL EXPOSED WELDS SMOOTH TO MATCH ADJACENT SURFACES; ROUGH JOINT SURFACES NOT PERMITTED. AVOID USING BOLTS & SCREWS UNLESS SPECIFICALLY INDICATED OR APPROVED; WHEN USED, DRAW UP TIGHT & TIE THREADS TO PREVENT LOOSENING.

REVISIONS		
NO.	TITLE	DATE

ISSUANCES	
DATE	TITLE
2.01.2023	BID
	PERMIT
	CONSTRUCTION

Pavilion Modifications, Alterations & Additions  
**Lake Worth Memorial Park**  
 Harold Grimes Memorial Park,  
 520 Sunrise Ct., Lake Worth Beach FL, 33460  
**GENERAL NOTES**

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND NO REVISION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION, PUBLICATION OR REUSE BY ANY METHOD, IN WHOLE OR IN PART, WITHOUT EXPRESS WRITTEN CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

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CHECKED BY DMA	DATE 2.01.2023

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12. ALL FERROUS METAL ITEMS SHALL BE SHOP FINISHED. TOUCH-UP OR REPAIR DAMAGED AREAS PRIOR TO INSTALLATION WITH SAME MATERIAL.
13. PROVIDE CONTACT SURFACES WITH CONCRETE MASONRY OR OTHER DISSIMILAR MATERIALS WITH A MINIMUM ONE POINT ZERO (1.0) MIL DRY THICKNESS OF AN APPROVED ZINC CHROMATE PRIMER.
14. PROVIDE ALL STEEL BLOCKING & BRACING IN METAL STUD FRAMED PARTITIONS NECESSARY FOR A COMPLETE INSTALLATION. INCLUDE AS REQUIRED FOR SUPPORT OF ALL WALL-MOUNTED EQUIPMENT & FABRICATIONS AS INDICATED ON DRAWINGS. PROVIDE SUPPORTS AT JAMBS OF DOORS & ELSEWHERE, AS REQUIRED.
15. FABRICATE ALL MISCELLANEOUS FRAMING & BRACING ITEMS TO DETAIL OF STRUCTURAL SHAPES, PLATES & BARS. WELD JOINTS WHERE PRACTICAL; PROVIDE BOLTS & OTHER CONNECTION DEVICES REQUIRED. INCLUDE ANCHORAGES, CLIP ANGLES, SLEEVES, ANCHOR PLATE & SIMILAR DEVICES, WHETHER IMPLIED OR INDICATED. SET ACCURATELY IN POSITION AS REQUIRED & ANCHOR SECURELY TO BUILDING CONSTRUCTION WITH FASTENERS APPROPRIATE TO THE INSTALLATION

**DIVISION 06 - WOOD , PLASTICS, COMPOSITES**

1. PROVIDE ROUGH LUMBER & PLYWOOD IN STANDARD DIMENSIONS. MOISTURE CONTENT NOT MORE THAN 19%.
2. PROVIDE ALL NECESSARY ROUGH HARDWARE IN SIZES & QUANTITIES REQUIRED BY LOCAL CODE OR APPROVED BY ARCHITECT.
3. USE FINISH OR CASING NAILS FOR EXPOSED WORK. USE TYPE "S" TRIM HEAD SCREWS FOR ATTACHMENT OF WOOD TRIM TO METAL STUDS, RUNNERS OR FURRING.
4. RELIEVE BACKS OF WOOD TRIM. KERF BACKS OF MEMBERS MORE THAN 5" WIDE & 1" NOMINAL THICKNESS; EASE ALL EXTERNAL CORNERS.
5. INSTALL LAMINATES ONLY WHEN RECEIVING SURFACES ARE IN A SATISFACTORY CONDITION FOR INSTALLATION.
6. PROTECT FROM DAMAGE BY OTHER TRADES WORKING ADJACENT TO THE INSTALLATION. REPLACE DAMAGED SURFACES.
7. REMOVE EXCESS ADHESIVE & CLEAN SURFACES USING MANUFACTURER'S RECOMMENDED SOLVENT & CLEANING PROCEDURES.
8. FILL IN ALL SEAMS WITH MANUFACTURER'S APPROPRIATE COLOR SEAM COMPOUND.
9. INSTALL WOODS & PLASTICS IN CONFORMANCE WITH DETAILS WITH THE FOLLOWING CONSIDERATIONS & REQUIREMENTS:
  - a. INSTALL ALL MATERIAL WITH TIGHT JOINTS.
  - b. MITER CASINGS & MOLDINGS.
  - c. ALL RUNNING TRIM ONE (1) PIECE UP TO 10'-0". MATCH GRAIN & COLOR PIECE TO PIECE.
  - d. USE FINISH NAILS EXCEPT WHERE SCREWS ARE SPECIFICALLY CALLED FOR OR WHERE SCREWS DO NOT SHOW.
  - e. SET FASTENERS FOR PUTTYING.
  - f. WHERE SCREW ATTACHMENT REQUIRED, SPACE SCREWS AT EQUAL INTERVALS; SINK & PUTTY IN FINISH WOOD SURFACES.
  - g. ALL MEMBERS & LINES LEVEL & PLUMB.
  - h. SELECT & CUT MATERIAL TO EXCLUDE DAMAGED, MARKED OR DEFECTIVE AREAS.
  - i. FINISH EXPOSED SURFACES SMOOTH, FREE FROM TOOL & MACHINE MARKS.
  - j. EASE ALL EXPOSED WOOD EDGES 1/8" MINIMUM RADIUS.
  - k. INSTALL FIRE RATED DOORS IN ACCORDANCE WITH REQUIREMENTS OF NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) RECOMMENDATIONS.

**DIVISION 07 - SEALANTS & CAULKING**

1. PROVIDE NON-SAG SEALANT COMPLYING WITH REQUIREMENTS OF FEDERAL SPECIFICATIONS TTS-1543 OR FS TT-S-230 TYPE "II", CLASS "A". PROVIDE ACOUSTICAL SEALANT WHICH SHALL BE NON-HARDENING, NON-DRYING SYNTHETIC RUBBER SEALING COMPOUND WITH MINIMUM 90% SOLIDS. USE AT ALL INTERIOR JOINTS AT INTERSECTIONS BETWEEN PLANES. AROUND DOOR & WINDOW FRAMES PRIMER SHALL BE MADE OR RECOMMENDED BY SEALANT MANUFACTURER FOR THE SPECIFIC CONDITIONS & SUBSTRATES.
2. PROVIDE BACKING MATERIAL BY DOW "ETHAFOAM" OR APPROVED EQUAL. APPLY SEALANT OVER BACKING TO UNIFORM THICKNESS IN CONTINUOUS BEADS FILLING ALL JOINTS & VOIDS. SOLID, SUPERFICIAL POINTING WITH THE SKIM BEAD WILL NOT BE ACCEPTED. JOINTS OVER 1/4" IN WIDTH MUST BE REDUCED / ADJUSTED PRIOR TO SEALING. ALL GAPS WIDE ENOUGH TO ACCEPT A SLIP OF PAPER MUST BE SEALED.
3. ALL SURFACES SHALL BE ADEQUATELY CLEANED & PREPARED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS PRIOR TO INSTALLATION.
4. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SEALING ALL OTHER GAPS INCLUDING, WOOD BASE TO VCT, LAMINATE PANELS TO TRIM, CASING, ETC. W/ CLEAR OR PAINTABLE SEALANT AT DRYWALL / PAINT AS REQUIRED & REQUESTED BY INSPECTORS & OWNER.
5. ALL PENETRATIONS IN MILLWORK ARE TO BE SEALED BY G.C. EXPOSED WOOD SURFACES IN CABINETS / COUNTERS ARE TO BE SEALED BY MILLWORK CONTRACTOR.

**DIVISION 08 - OPENINGS**

1. HARDWARE REINFORCEMENT & ANCHORS (ERECTION, FLOOR & JAMB) SHALL BE AS REQUIRED FOR A SECURE INSTALLATION & SHALL BE IN ACCORDANCE WITH TRADE REQUIREMENTS FOR THE SPECIFIED HARDWARE & INTENDED USE.
2. INSTALL FRAMES IN ACCURATE LOCATIONS AS INDICATED ON DRAWINGS. INSTALL RIGID, PLUMB, LEVEL & TRUE. ALIGN WITH ADJACENT CONSTRUCTION. SECURE FLOOR ANCHORS TO FLOOR CONSTRUCTION WITH APPROVED TYPE MECHANICAL FASTENINGS; ANCHOR TO ADJOINING WALLS WITH SPECIFIED ANCHORS. BRACE FRAMES TO RETAIN POSITION & CONTINUOUSLY CHECK ALIGNMENT DURING CONSTRUCTION OF ADJACENT WALLS. ADJUST FRAME LOCATIONS AS NECESSARY USING SHIMS BEFORE FASTENING. LEAVE READY TO RECEIVE SEALANT AS REQUIRED. INSTALL DOOR SILENCERS AT ALL INTERIOR FRAMES.
3. HANG DOORS AS SCHEDULED ON DRAWINGS, IN ACCURATE LOCATIONS WITH 1/8" CLEARANCE AT TOPS & 3/8" CLEARANCE AT BOTTOM, UNLESS SPECIFICALLY NOTED FOR "UNDERCUTS" OR OTHER DEVIATIONS IN FIT. MAKE NO JOIST FIT IN CUTS UNLESS APPROVED. HANG PAIRS OF DOORS AS SPECIFIED WITH 3/32" CLEARANCE AT MEETING EDGES. DEMONSTRATE THAT DOORS OPEN FREELY WITHOUT BINDING, & WHEN CLOSED, WILL LATCH PROPERLY.
4. ACCESS DOORS TO BE PROVIDED BY GENERAL CONTRACTOR AS REQUIRED. PROVIDE ACCESS DOORS.
5. PROVIDE WEATHERSTRIPPING AT ALL EXTERIOR DOORS, AS REQUIRED TO PROVIDE NO VISIBLE LIGHT LEAKS. WEATHERSTRIPPING IS TO BE FASTENED TYPE. ADHERED RUBBER TYPE STRIPS ARE NOT ACCEPTABLE. PROVIDE VERTICAL BRUSH TYPE STRIP BETWEEN LEADING EDGES AT DOUBLE DOORS.
6. THRESHOLDS ARE TO BE SEALED TO FLOOR AT ALL LOCATIONS.

**DIVISION 09 - FINISHES**

**METAL SUPPORT SYSTEM (WALL STUDS)**

1. PROVIDE CHANNEL-SHAPED ROLL FORMED SHEET STEEL MEMBERS CONFORMING WITH ASTM C540, HOT DIPPED FINISH WHERE EXPOSED TO MOISTURE NOT LESS THAN 20 GAUGE. PROVIDE 16 GAUGE AT DOOR JAMBS.
2. PROVIDE COLD, ROLLED STEEL CHANNELS NOT LESS THAN 16 GAUGE.
3. PROVIDE ROLL HAT-SHAPED CHANNELS MINIMUM 25 GAUGE, 7/8" DEEP WITH 1/2" HEMMED EDGES. HOT DIPPED FINISH WHERE NOTED.
4. PROVIDE TIE WIRES OF GALVANIZED ANNEALED WIRES NOT LESS THAN 16 GAUGE.
5. PROVIDE GALVANIZED HANGERS OF STEEL WIRE IN ACCORDANCE WITH ASTM C754.
6. PROVIDE JACK STUDS BETWEEN BOTTOM TRACK & WINDOW AND/OR RELIEF SILLS BETWEEN LINTELS & HEADERS IN TOP TRACKS.
7. PROVIDE BLOCKING & FRAMING FOR ALL WALL MOUNTED FINISH HARDWARE & EQUIPMENT, INCLUDING DOOR STOPS.
8. PROVIDE CEILING SEISMIC BRACING IN ACCORDANCE WITH REQUIREMENTS OF APPLICABLE CODES & AS INDICATED ON DRAWINGS.
9. PROVIDE DOUBLE BEAD TO BUTYL SEALANT AT FLOOR TRACKS. APPLY DOUBLE BEAD TO CEILING TRACK & TO STUDS ABUTTING OTHER CONSTRUCTION.
10. PROVIDE CHANNEL SHAPED BLOCKING SUPPORT OR GALVANIZED STRIP SUPPORT OF WALL-HUNG CABINETS, EQUIPMENT, FIXTURES & ACCESSORIES OF NOT LESS THAN 22 GA. MATERIAL. PROVIDE SUPPORT IN WALL OR PARTITION FRAMING SYSTEM WHEREVER WALL HUNG CABINETS & EQUIPMENT ARE INDICATED ON DRAWINGS, & WHERE REQUIRED FOR MOUNTING OF MISCELLANEOUS ITEMS REQUIRING BACKING.
11. SET FLOOR TRACKS IN ACCURATE LOCATIONS & SECURELY ANCHOR IN ACCORDANCE WITH ASTM STANDARDS. ERECT STUDS ON 16" OR 24" (AS INDICATED) CENTERS & SECURE TO TRACK. INSTALL HEAD TRACK IN ACCORDANCE WITH DETAILS. INSTALL BLOCKING, BRACING & ANCHOR STRIPS; LEAVE READY TO RECEIVE FINISH MATERIALS.
12. ERECT ALL COMPONENTS FOR CEILING & SOFFIT FRAMING IN ACCURATE LOCATIONS AS INDICATED, TRUE TO LINE, LEVEL & PLUMB & IN ACCORDANCE WITH APPLICABLE ASTM STANDARDS AS REFERENCED ABOVE, USING A LASER LEVEL. ADJUST SUPPORTS, SPANS OR OTHERWISE FOR INSTALLATION WITHIN SPECIFIED TOLERANCES.
13. PROVIDE KICK BRACING IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WALL STUDS, CEILING MEMBERS, DRAFT OR SMOKE STOPS & CURTAIN WALLS.

**PAINTING**

1. PROVIDE PAINT FINISHES FOR BUILDING & OTHER SURFACES AS SCHEDULED ON DRAWINGS OR AS SPECIFIED HEREINAFTER INCLUDING SEALING OF CONCRETE FLOOR AT CORRIDOR & STOCKROOM. NO PAINT FINISH IS REQUIRED ON ITEMS HAVING COMPLETE FACTORY FINISH, EXCEPT AS MAY BE SPECIFIED HEREINAFTER; PUTTY AND/OR SEALANT AT ALUMINUM WINDOWS; NON-FERROUS METAL UNLESS SPECIFICALLY MENTIONED IN THE PAINTING SCHEDULE. STAINLESS STEEL; INTERIOR OR EXTERIOR OF EXISTING BUILDING, EXCEPT WHERE ALTERATIONS OCCUR OR WHERE SCHEDULED. PAINT GRILLES & DIFFUSERS. NO PAINTING IS REQUIRED FOR INSULATING PIPING, EXCEPT WHERE EXPOSED IN FINISH, NON-MECHANICAL ROOM SPACES.
2. PROTECT WORK OF OTHER TRADES FROM DAMAGE & DEFACEMENT CAUSED BY THIS WORK. REPAIR ANY DAMAGE CAUSED BY THE WORK OF THIS SECTION. REMOVE ELECTRICAL OUTLET & SWITCH PLATES, MECHANICAL DIFFUSERS, GRILLES, ESCUTCHEONS, REGISTERS, SURFACE HARDWARE, FITTINGS & FASTENINGS PRIOR TO COMMENCING THE WORK. STORE, CLEAN, & REPLACE UPON COMPLETION.
3. PAINT CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR IF ANY SURFACE TO BE PAINTED OR STAINED IS FOUND TO BE UNSUITABLE TO PRODUCE PROPER FINISH. APPLY NO FINISH MATERIAL UNTIL THE UNSUITABLE SURFACES HAVE BEEN MADE SATISFACTORY.
4. FINISH WORK SHALL BE UNIFORM, OF APPROVED COLOR, SMOOTH & FREE FROM RUNS. MAKE ENDS OF PAINT ADJOINING OTHER MATERIALS OR COLORS SHARP & CLEAN. WHERE HIGH GLOSS ENAMEL IS USED, LIGHTLY SAND UNDERCOAT TO OBTAIN A SMOOTH FINISH COAT.
5. PROVIDE ALL NEWLY PAINTED SURFACES WITH (1) COAT TINTED PRIMER & (2) COATS FINAL COLOR COAT, UNLESS OTHERWISE RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
6. DELIVER ALL PAINT TO JOBSITE IN UNOPENED CONTAINERS BEARING THE MANUFACTURER'S LABEL, & SHOWING PAINT TYPE, SHEEN & COLOR.
7. PAINT TYPES USED SHALL BE THOSE SPECIFICALLY RECOMMENDED BY THE MANUFACTURER FOR THE MATERIAL TO WHICH THEY WILL BE APPLIED. PAINTING CONTRACTOR SHALL FOLLOW MANUFACTURER'S INSTRUCTIONS FOR PROPER APPLICATION OF THE PAINT.
8. ALL SURFACES TO BE PAINTED SHALL BE THOROUGHLY CLEANED, & PREPARED FOR PAINTING PRIOR TO APPLICATION OF PAINT. PROVIDE VENTILATORS AS REQUIRED TO PREVENT BUILD-UP OF FUMES.
9. SANDPAPER ALL NEW WOOD TO SMOOTH & EVEN SURFACE & DUST OFF. AFTER PRIMING COAT HAS BEEN APPLIED, THOROUGHLY FILL ALL NAIL HOLES & OTHER SURFACE IMPERFECTIONS WITH PUTTY TINTED WITH PRIMER OR STAIN TO MATCH WOOD COLOR. SAND ALL WOOD- WORK BETWEEN COATS TO A SMOOTH SURFACE.
10. PRIME ALL SURFACES, WHICH RECEIVE PAINT PRIOR TO APPLICATION OF FINAL FINISH, IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
11. BACK PRIME ALL EXTERIOR & INTERIOR WOOD & TRIM PRIOR TO INSTALLATION. THOROUGHLY CLEAN SURFACES & APPLY NO FINISH UNLESS SURFACES ARE DRY & READY FOR APPLICATION. SANDPAPER SURFACES OF TRIM SMOOTH & WIPE CLEAN. AFTER STAIN COAT HAS BEEN APPLIED, FILL CRACKS & HOLES WITH PLASTIC WOOD OR PUTTY. IF STAIN HAS BEEN USED, TINT CRACK FILLER TO MATCH; PRIME BACKS OF TRIM. PRIME BARE WOOD SCHEDULED TO RECEIVE PAINT FINISH; FINISH NAIL HOLES, CRACKS & OTHER IMPERFECTIONS WITH PUTTY & SAND SMOOTH.
12. AT COMPLETION, TOUCH-UP & RESTORE FINISH WHERE DAMAGED & LEAVE ALL SURFACES IN GOOD & CLEAN CONDITION. PROVIDE FOR MULTIPLE SITE VISITS AS REQUIRED FOR TOUCH-UP & REFINISHING.
13. OTHER PAINT MANUFACTURER'S MAY NOT BE SUBSTITUTED.
14. FINISH INTERIOR SURFACES, AS SCHEDULED ON DRAWINGS, EXCEPT AS MODIFIED & SUPPLEMENTED HEREINAFTER & UPON WRITTEN OWNER APPROVAL. IN GENERAL, USE EGGSHELL SHEEN FOR WALL BOARD SURFACES; SEMI-GLOSS FOR HOLLOW METAL & WOOD TRIM; & FLAT FOR DUCTWORK.

**CEILING METAL SUSPENDED SYSTEM CEMENT PLASTER**

**QUALITY ASSURANCE**

1. USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED & EXPERIENCED IN THE NECESSARY CRAFTS & WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS & THE METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK OF THIS SECTION.

**METAL CHANNELS, RUNNERS & ACCESSORIES**

1. FURRING CHANNELS: SHALL BE MINIMUM 25 GAUGE X 7/8" DEEP X 2-5/8" HAT SHAPED GALVANIZED STEEL CHANNELS.
2. MAIN RUNNER CHANNELS: SHALL BE 1-1/2" COLD ROLLED, 16 GAUGE STEEL CHANNELS, COATED WITH A RUST INHIBITIVE PAINT.
3. HANGER WIRES: SHALL BE OF SIZE/GAUGE INDICATED, DOUBLE ANNEALED & GALVANIZED, CONFORMING TO TYPE 1, FS QQ-W-461.
4. SCREWS: (FOR GYPSUM WALLBOARD APPLICATION) - SHALL BE TYPE S, 1-1/4", 1-5/8" 1-7/8" OR LENGTH AS REQUIRED FOR PENETRATION OF GYPSUM BOARD & CONNECTION TO SUPPORT CHANNELS, & AS RECOMMENDED BY MANUFACTURER.

**SURFACE CONDITIONS**

1. EXAMINE THE AREAS & CONDITIONS UNDER WHICH WORK OF THIS SECTION WILL BE PERFORMED. CORRECT CONDITIONS DETRIMENTAL TO TIMELY & PROPER COMPLETION OF THE WORK. DO NOT PROCEED UNTIL UNSATISFACTORY CONDITIONS ARE CORRECTED.

**INSTALLATION**

1. PROVIDE 1-1/2" MAIN RUNNER CHANNELS SPACED ON 4 FOOT CENTERS & METAL FURRING CHANNELS SPACED ON NOT OVER 16" CENTERS. NEITHER MAIN RUNNERS NOR CROSS FURRING SHALL BE LET INTO NOR COME IN CONTACT WITH ABUTTING MASONRY WALLS OR PARTITIONS. LOCATE A MAIN RUNNER WITHIN 6" OF THE WALL TO SUPPORT THE ENDS OF THE FURRING CHANNELS, & LOCATE HANGERS TO SUPPORT THE ENDS OF THE MAIN RUNNERS.
2. ALLOW 1" CLEARANCE BETWEEN END OF FURRING CHANNELS & ABUTTING WALLS. WHERE MAIN RUNNERS OR FURRING CHANNELS ARE SPLICED, OVERLAP THE ENDS NOT LESS THAN 8" & SECURELY TIE NEAR EACH END OF THE SPLICE WITH TWO (2) LOOPS OF 16 GAUGE GALVANIZED WIRE.
3. SUSPEND MAIN RUNNERS FROM STRUCTURE ABOVE WITH ONE (1) NO. 8 GAUGE HANGER WIRE AT 48" O.C. ALONG CARRYING CHANNEL & WITHIN 6" OF EACH END. ALL WIRE HANGERS SHALL BE OF SUCH LENGTH SO THAT THE LOWER ENDS MAY BE SADDLETTED OR WRAPPED AROUND THE MAIN RUNNERS SO AS TO PREVENT TURNING OR TWISTING OF THE RUNNERS
4. SECURELY CLIP METAL FURRING CHANNELS AT RIGHT ANGLES TO MAIN RUNNERS, USING FURRING CHANNEL CLIPS OR SADDLETTIE WITH 2 STRANDS OF 16 GAUGE TIRE WIRE. INSTALL FURRING CHANNEL CLIPS ON ALTERNATE SIDES OF THE MAIN CHANNEL RUNNER.
5. AT LIGHTS OR OTHER OPENINGS THAT INTERRUPT THE MAIN RUNNER OR FURRING CHANNELS, REINFORCE GRILLAGE WITH 3/4" COLD-ROLLED CHANNELS, WIRE TIED ATOP & PARALLEL TO THE MAIN RUNNER CHANNELS. PROVIDE NECESSARY REINFORCING TO MAINTAIN INTEGRITY OF CEILING & TO SUPPORT FIXTURES.
6. APPLY WALLBOARD WITH LONG DIMENSION AT RIGHT ANGLES TO THE FURRING CHANNELS. WITH ALL ABUTTING ENDS & EDGES OCCURRING OVER THE WEB SURFACE OF THE FURRING CHANNEL. USE WALLBOARD OF MAXIMUM POSSIBLE LENGTH TO MINIMIZE END JOINTS. NEATLY FIT & STAGGER END JOINTS. INSTALL WALLBOARD WITH 1-5/8" SCREWS SPACED 8" ON CENTER IN THE FIELD OF THE BOARD, AT ALL BEARINGS, & LONG ABUTTING EDGES.

**LEVELING**

1. CEILING GRID SYSTEM SHALL BE HUNG TRUE & LEVEL AT HEIGHT AS INDICATED ON DRAWINGS. SO THAT AFTER CEILING HAS BEEN HUNG & FINISHED, IT WILL BE PERFECTLY LEVEL WITH NO SAGGING OR BOWS IN CEILING.

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	CONSTRUCTION

Pavilion Modifications, Alterations & Additions  
**Lake Worth Memorial Park**  
 Harold Grimes Memorial Park  
 520 Sunrise Ct., Lake Worth Beach, FL 33460  
**GENERAL NOTES**

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND NO REVISIONS THEREOF IS EXPRESSLY LIMITED TO SUCH USE. WITHOUT EXPRESS WRITTEN CONSENT BY ANY METHOD, IN WHOLE OR IN PART, THE ARCHITECT IS STRICTLY PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

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**GN-2**  
 4 OF 10



**DEMOLITION NOTES:**

- Demolition consists of performing all demolition as shown on these drawings, and of any existing construction which in its present position will interfere with new construction. The Contractor will provide and perform any cutting or patching of existing construction as shown on the drawings, or as reasonably inferred.
- All debris resulting from demolition and construction shall be removed entirely from the construction site on a daily basis to a waste area provided by the Contractor. The costs of proper disposal of all construction debris including dumpsters, landfill fees, etc. are the responsibility of the Contractor.
- All surfaces, not scheduled for demolition, which are disturbed by demolition, cutting, patching or in any other way by the Contractor shall be restored to match existing adjacent surfaces. All patches shall be imperceptible.
- Existing walls which are to remain are to be protected in a manner determined by the Contractor to adequately protect the surface finishes.
- The Contractor shall locate existing walls which are indicated to remain and verify that the in place location is the same as the location for any new construction. Any discrepancies between as-built and new work shall be called to the attention of the Architect in writing before proceeding with work. The Contractor shall be responsible for coordinating with the Architect to determine proper course of action.
- The Contractor shall be responsible for any damage which may occur during demolition to: "Existing to remain", equipment, building features or other related property of the Owner. The Owner may elect to repair any damage caused by the Contractor, and charge the Contractor with those costs associated with the repairs.
- The Contractor shall be responsible for all costs and fees associated with the Demolition.
- All Electrical demolition is to be performed by properly licensed Electrical Subcontractors utilizing qualified personnel. All electrical devices which are removed must be properly safed off. No exposed wiring or hazards will be permitted to remain. Cap or remove wiring to junction boxes or panels. Provide As-Built information on any electrical devices or circuitry affected as a part of this demolition work.

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Pavilion Modifications, Alterations & Additions  
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 Harold Grimes Memorial Park  
 520 Sunrise Ct., Lake Worth Beach FL 33460  
**DEMOLITION PLAN, ELEVATIONS AND NOTES**

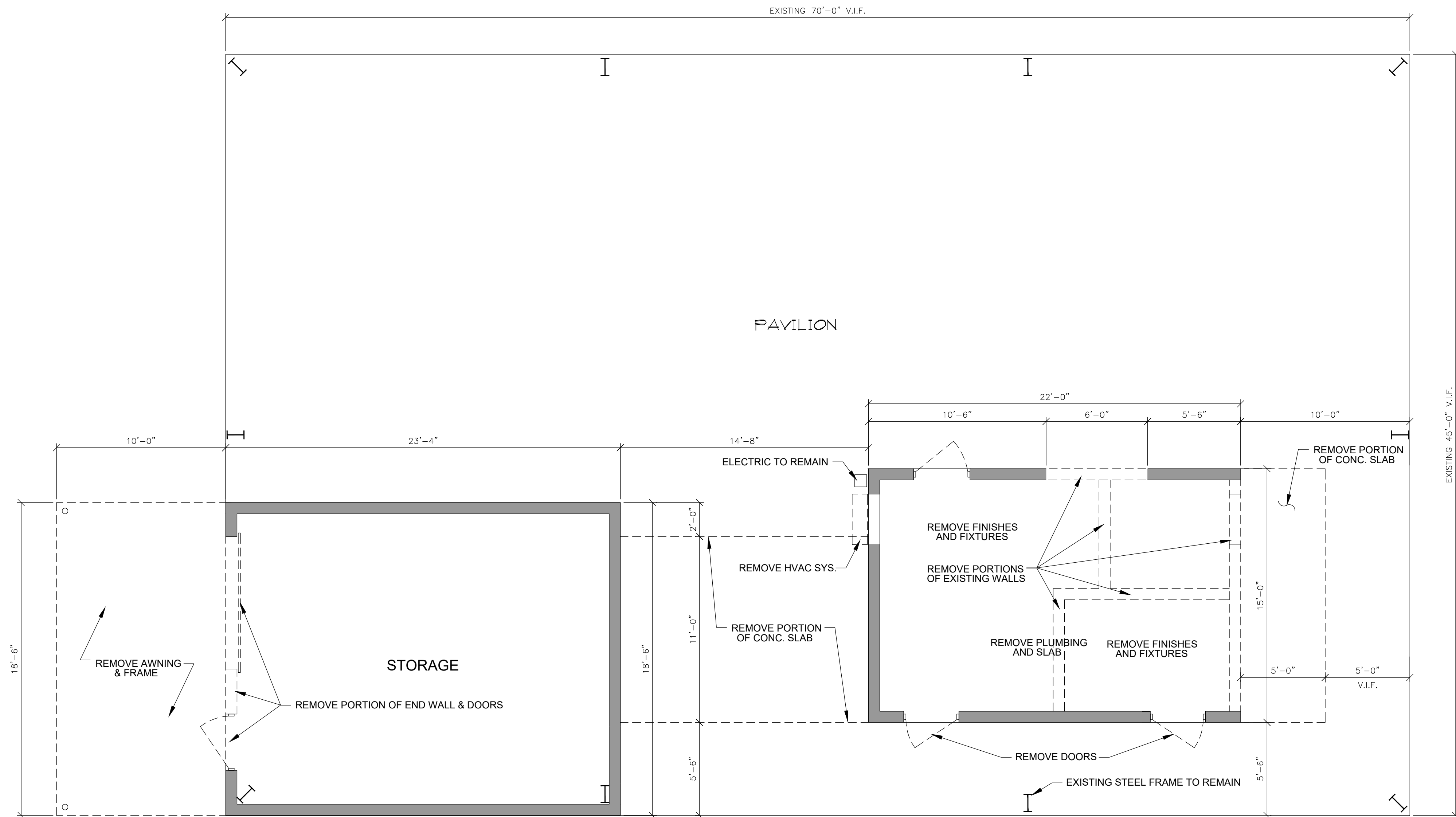
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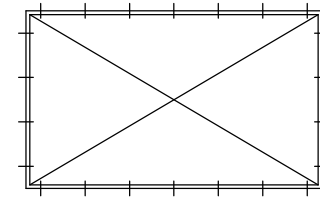
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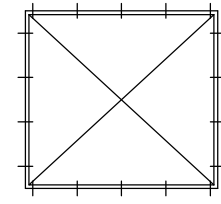
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**D-1**  
 5 OF 10



**Demolition Plan**  
 SCALE: 1/4"=1'-0"



(WINDOW & DOOR OPENINGS  
7'-0" WIDE AND LARGER)  
2" X P.T. BUCK W/ 1/4"Ø  
X 1 1/4" CONC. EMBEDMENT  
TAPCON W/ 1"Ø WASHER AT  
8"o.c., START 3" FROM CORNERS.

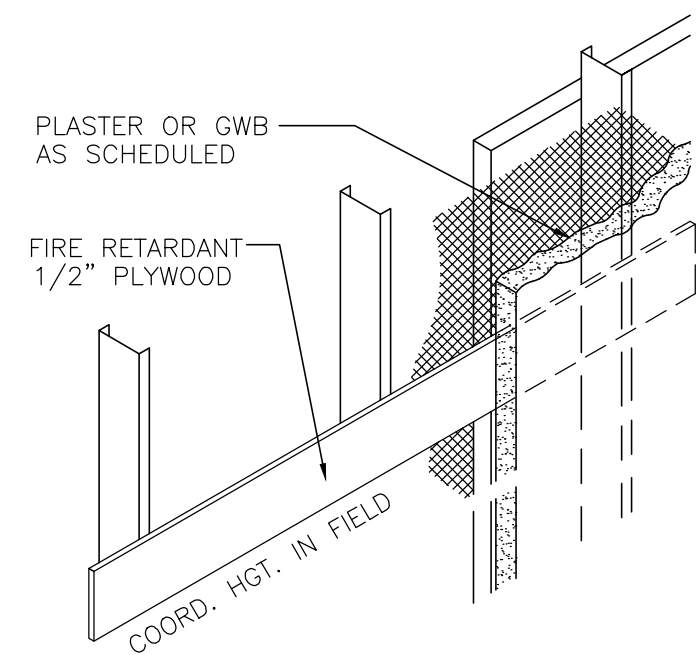
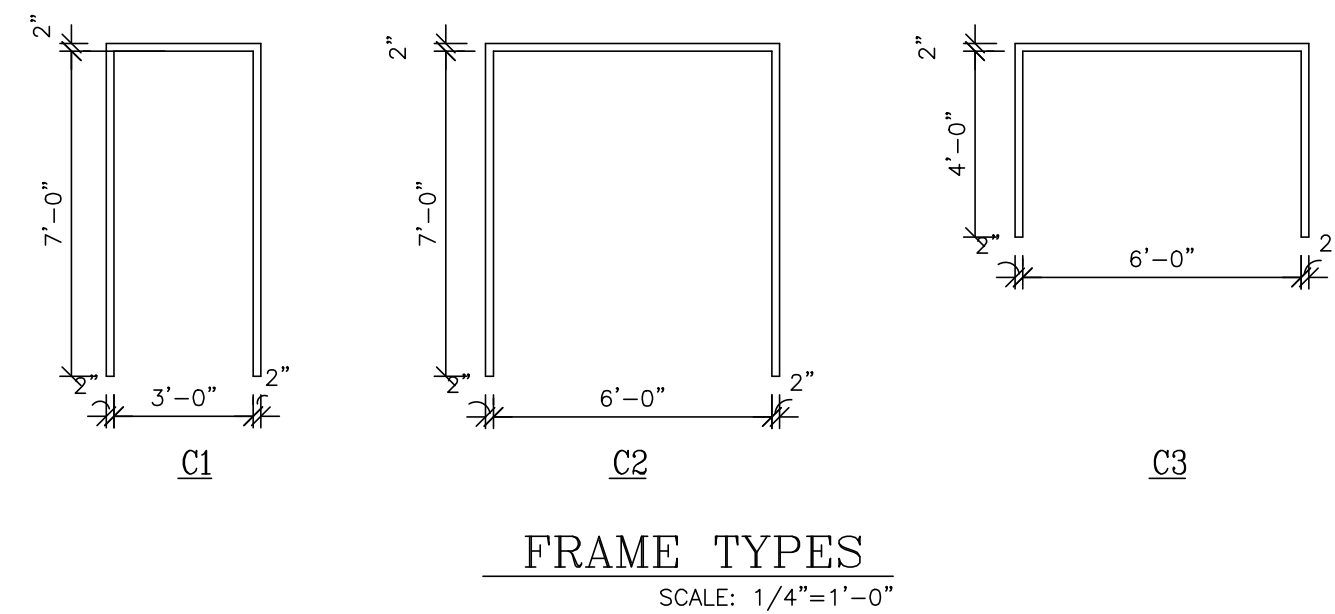
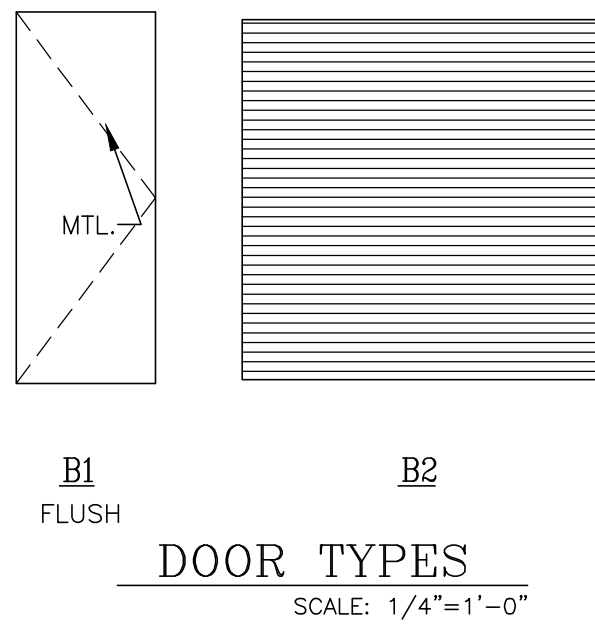


(WINDOW & DOOR OPENINGS  
6'-6" WIDE AND SMALLER)  
2" X P.T. BUCK W/ 1/4"Ø  
X 1 1/4" CONC. EMBEDMENT  
TAPCON W/ 1"Ø WASHER AT  
12"o.c., START 3" FROM CORNERS.

BUCKS TO BE FASTENED HORIZONTALLY AND VERTICALLY TO  
CONCRETE BEAMS AND COLUMNS OR CONCRETE FILLED MASONRY.  
1x BUCKS SIMILAR, UTILIZE SHORTER TAPCONS.  
G.C. TO COORDINATE OPENING DIMENSIONS.

**TYPICAL WOOD BUCK TO CONCRETE  
CONNECTION DETAIL**

- SEE MANUFACTURER'S DATA FOR BUCK SIZE (1x OR 2x P.T. BUCKS.)  
ENSURE MINIMUM EMBED OF TAPCONS OF 1 1/4".



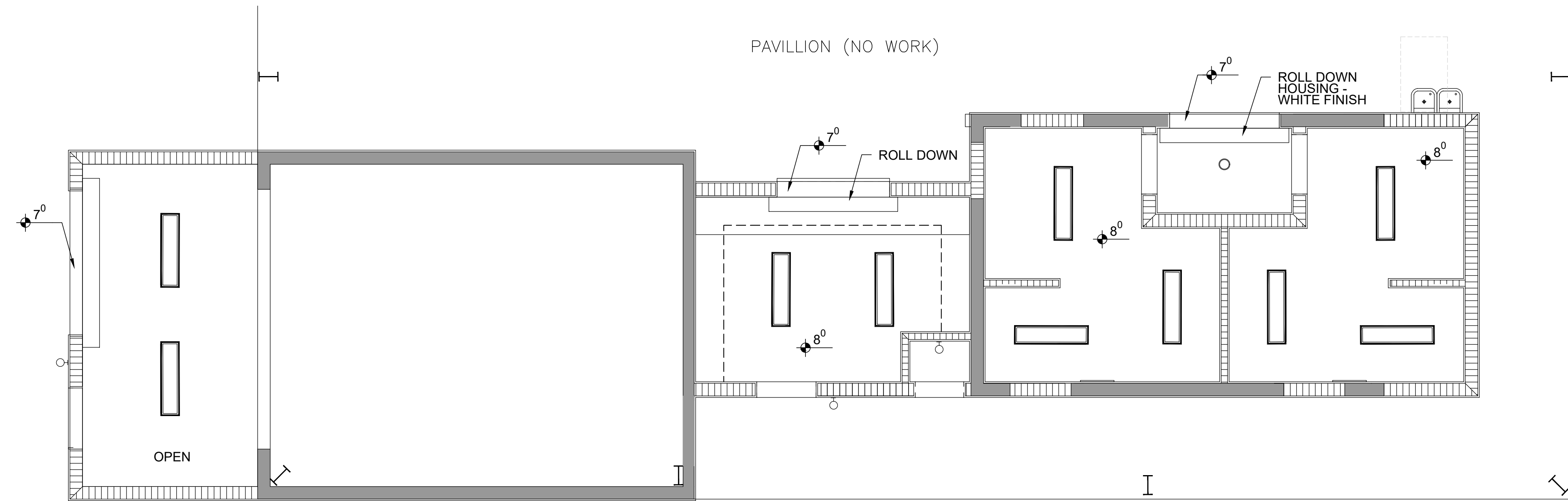
DOOR SCHEDULE							
DOOR MARK	TYPE	MATL	SIZE	FRAME TYPE	REMARKS	HARDWARE	
1	B1	HM	3'-0"x7'-0"	C1	MTL.	EXT. MAIN DOOR (FLUSH)	H1
2	B1	HM	7'-4"x7'-0"	C1	MTL.	EXT. MAIN DOOR (FLUSH)	H1
3	B1	HM	3'-0"x7'-0"	C1	MTL.	EXT. MAIN DOOR (FLUSH)	H2
4	B2	OH	8'-0"x7'-0"	C2	MTL.	OVER-HEAD DOOR	BY MFR
5	B2	OH	6'-0"x7'-0"	C2	MTL.	OVER-HEAD DOOR	BY MFR
6	B2	OH	6'-0"x4'-0"	C3	MTL.	OVER-HEAD DOOR	BY MFR

FINISH SCHEDULE						
ROOM NAME	FLOOR	BASE	WALLS	CEILING	CEILING HEIGHT	REMARKS
STORAGE	EPOXY PAINT	COVERED EPOXY FLOOR BASE 4"	STUCCO EPOXY PAINT	STUCCO PAINT	SEE PLANS	
CONCESSION	EPOXY PAINT	COVERED EPOXY FLOOR BASE 4"	STUCCO EPOXY PAINT	STUCCO PAINT	SEE PLANS	
VESTIBULE	EPOXY PAINT	COVERED EPOXY FLOOR BASE 4"	STUCCO EPOXY PAINT	STUCCO PAINT	SEE PLANS	
MEN	EPOXY PAINT	COVERED EPOXY FLOOR BASE 4"	STUCCO EPOXY PAINT	STUCCO PAINT	SEE PLANS	
WOMEN	EPOXY PAINT	COVERED EPOXY FLOOR BASE 4"	STUCCO EPOXY PAINT	STUCCO PAINT	SEE PLANS	

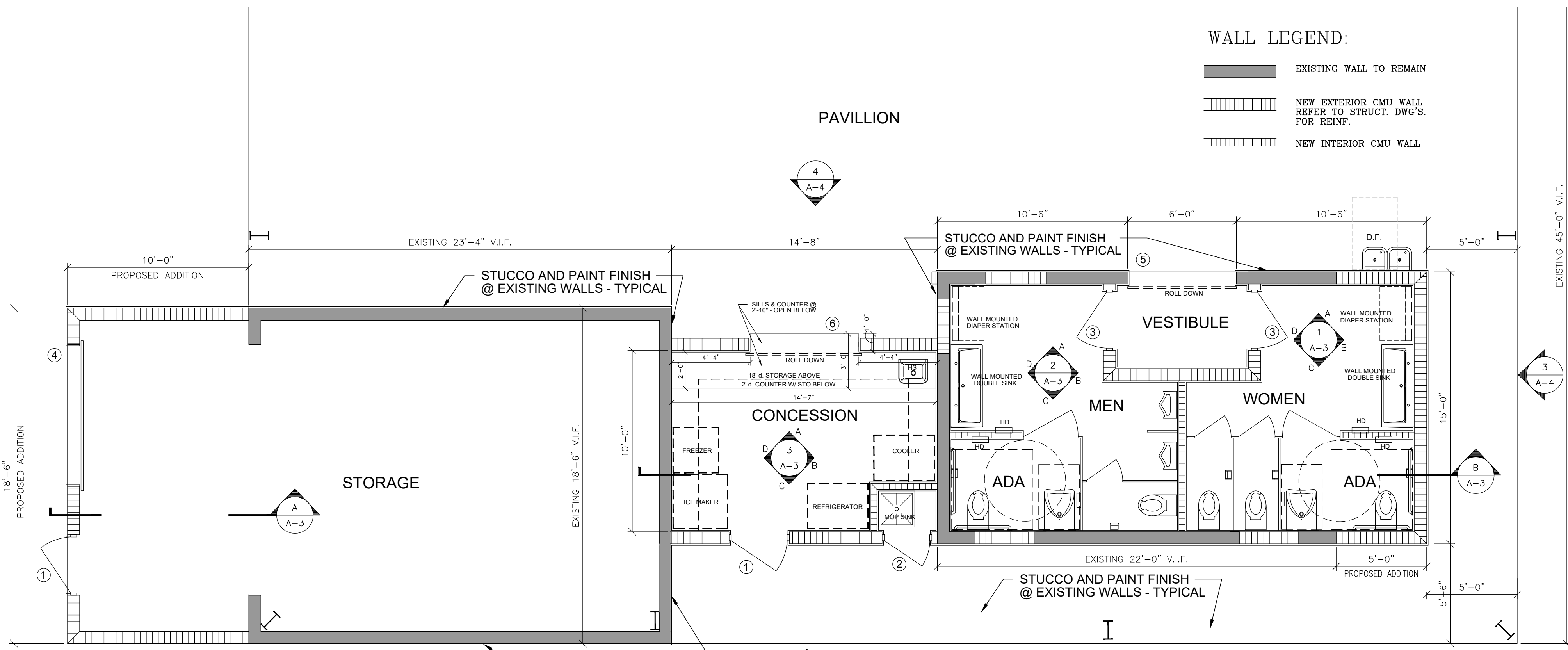
**HARDWARE LEGEND**

- SET HW-1  
3 Pair  
1  
1 Set  
SET HW-2  
3 Pair  
1  
1 Set  
2
- Butt Hinges  
Threshold / Lockset  
Deadbolt / Lockset  
Weatherstripping  
Butt Hinges  
Clear  
Push / Pulls handles with latch  
Door Stops



**Reflected Ceiling Plan**

SCALE: 1/4"=1'-0"



**WALL LEGEND:**

- EXISTING WALL TO REMAIN
- NEW EXTERIOR CMU WALL REFER TO STRUCT. DWG'S. FOR REINF.
- NEW INTERIOR CMU WALL

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Pavilion Modifications, Alterations & Additions  
**Lake Worth Memorial Park**  
Harold Grimes Memorial Park  
520 Sunrise Ct., Lake Worth Beach, FL 33460

**FLOOR PLAN & CEILING PLAN  
DOOR & FINISH SCHEDULES**

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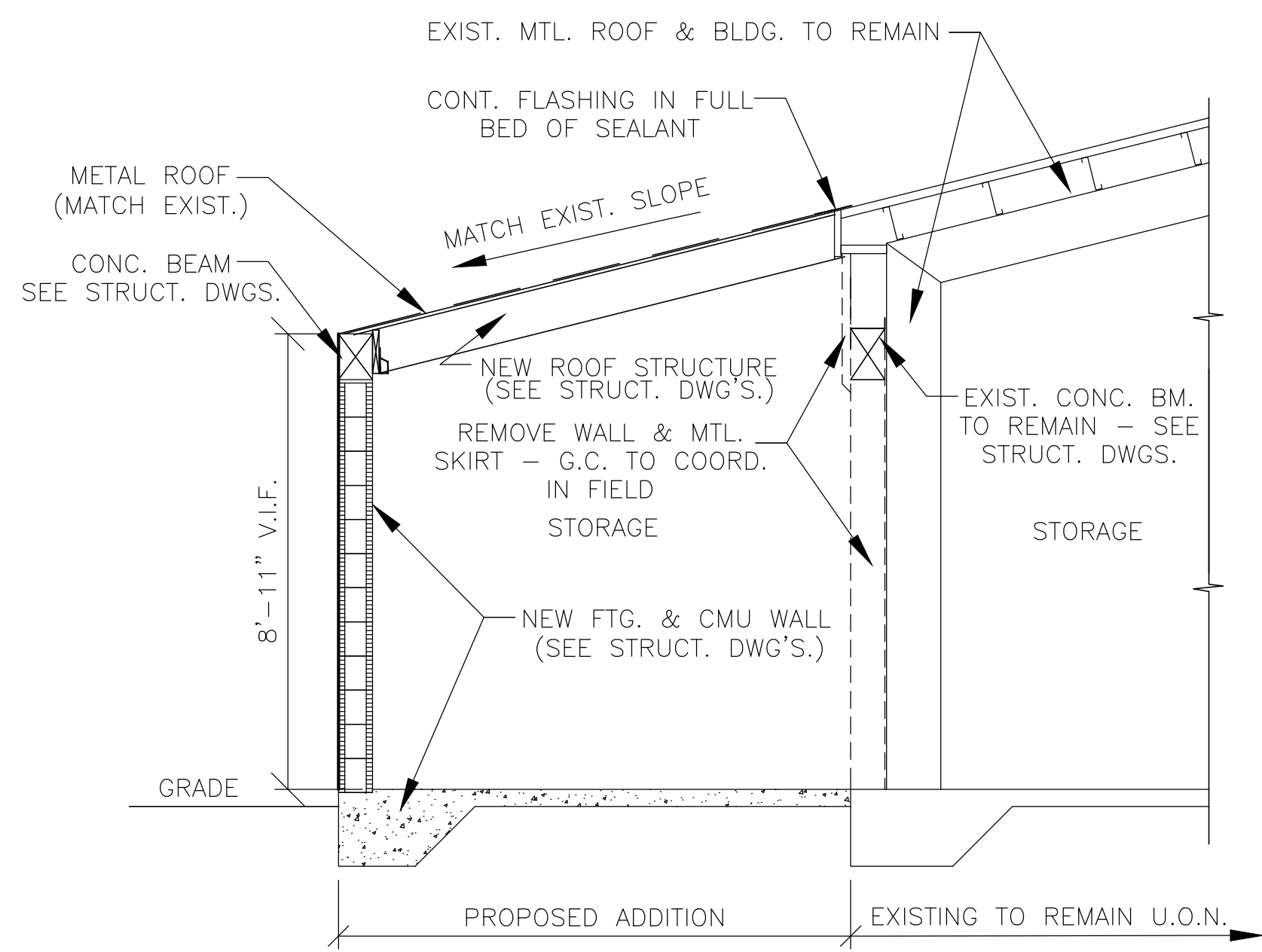
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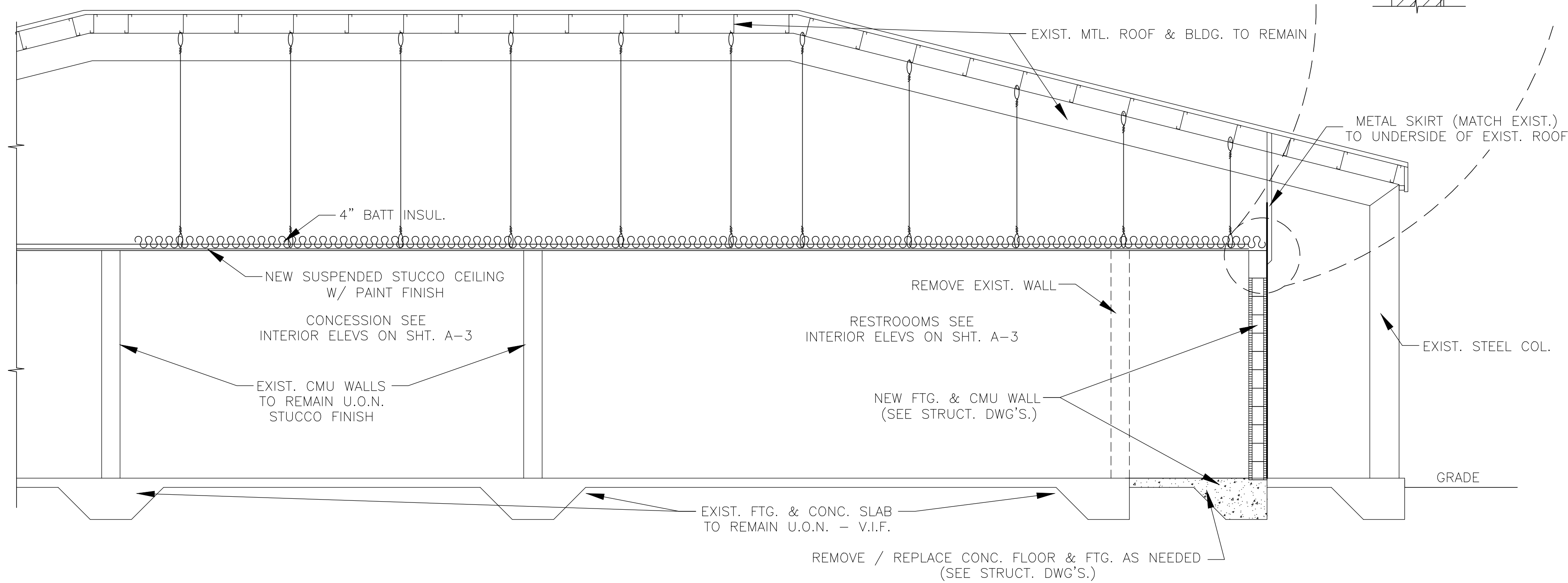
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**A-1**  
6 OF 10

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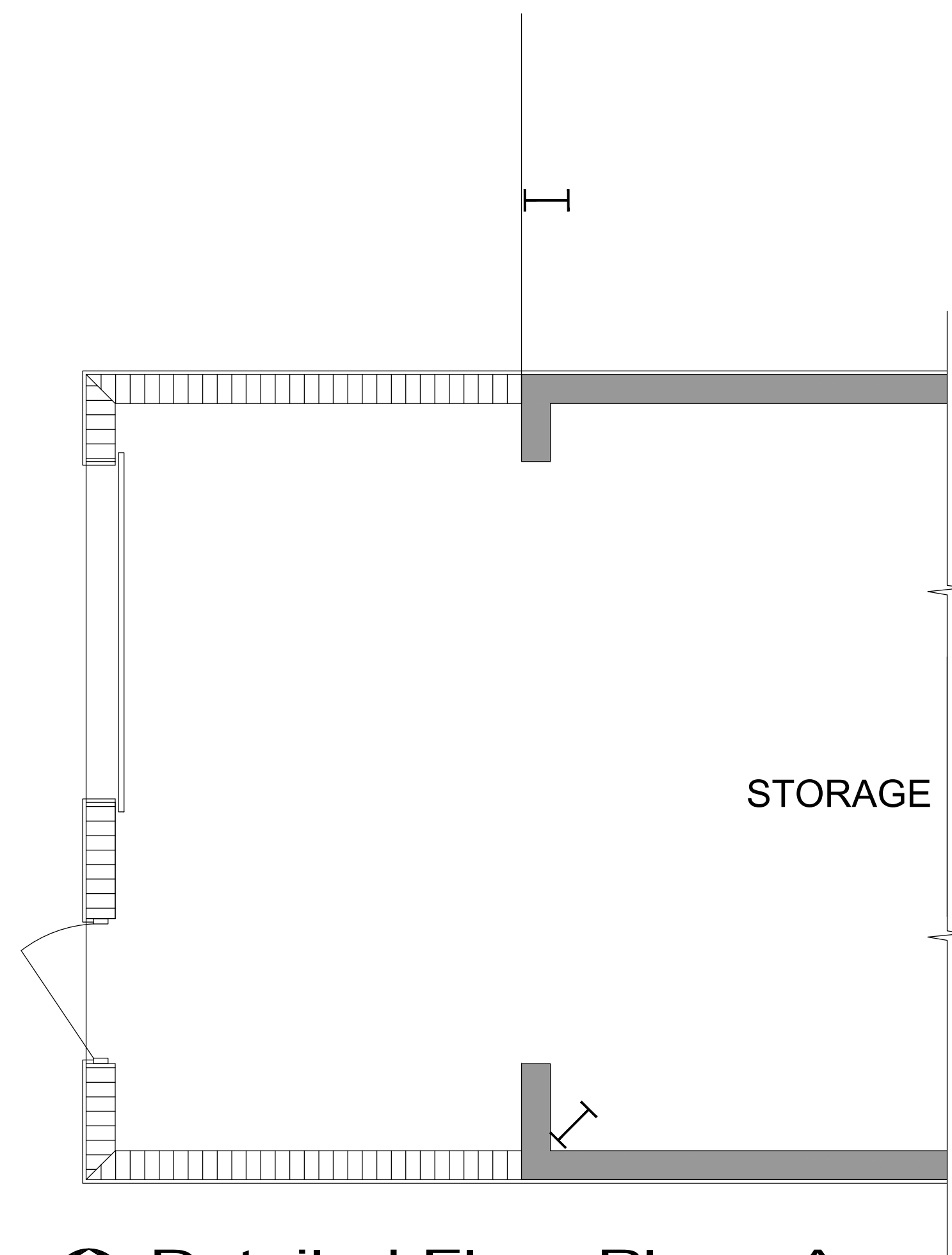
**Section A-A**

Scale: 3/8" = 1'-0"



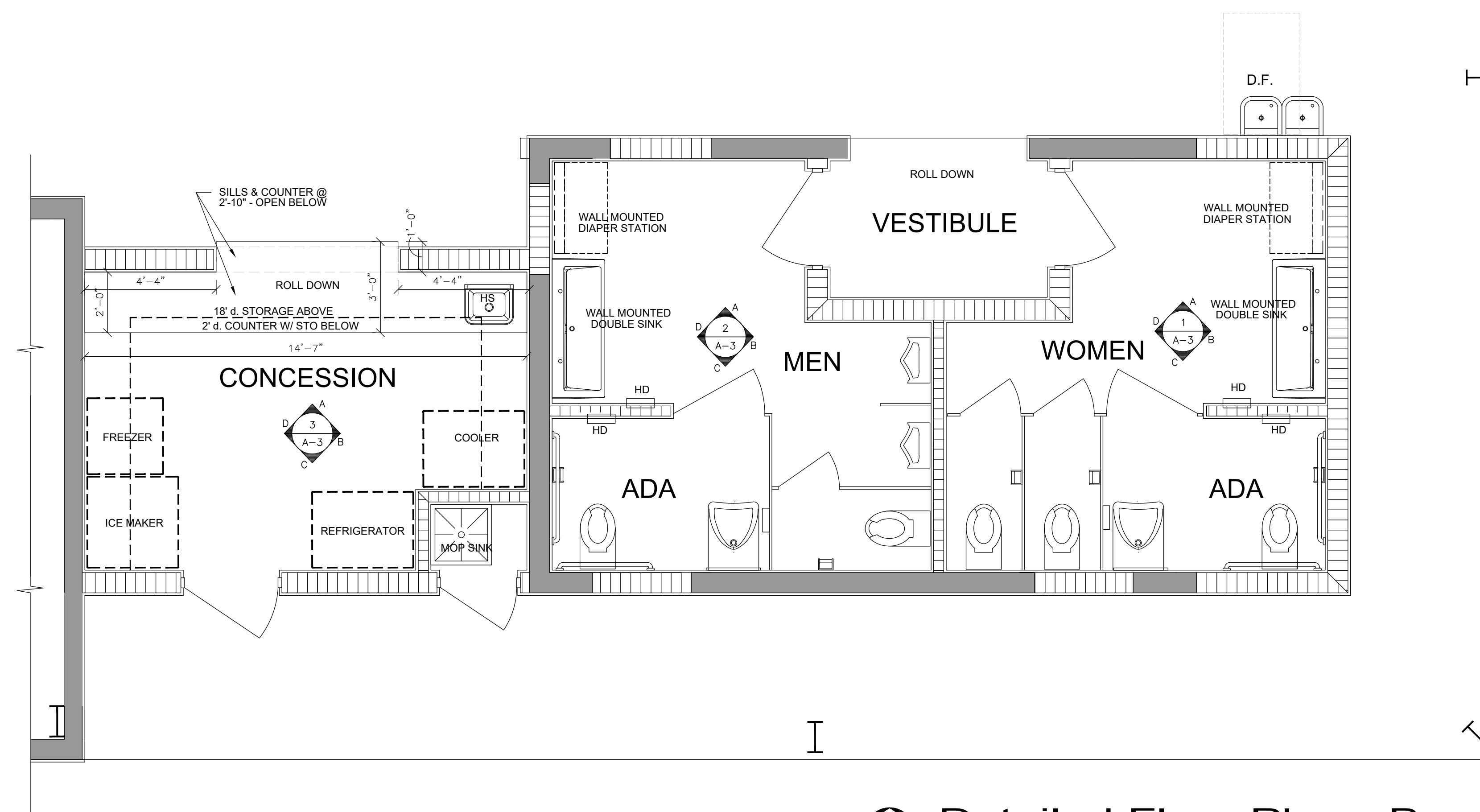
**Section B-B**

Scale: 3/8" = 1'-0"



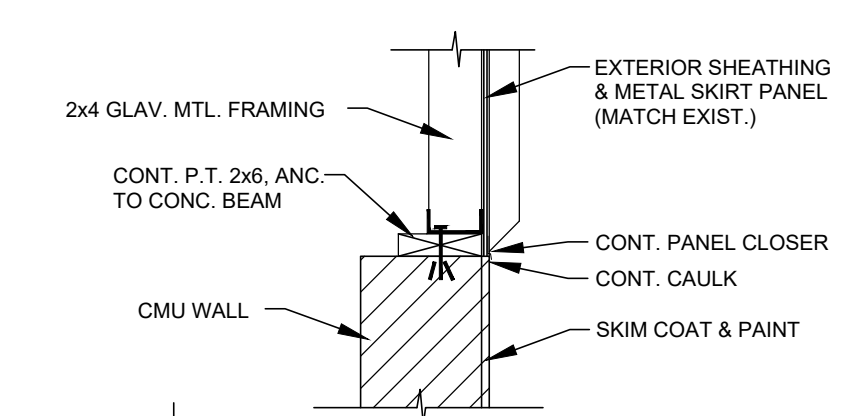
**Detailed Floor Plan - A**

SCALE: 3/8" = 1'-0"



**Detailed Floor Plan - B**

SCALE: 3/8" = 1'-0"



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Pavilion Modifications, Alterations & Additions  
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 Harold Grimes Memorial Park,  
 520 Sunrise Ct. Lake Worth Beach FL 33460  
**LARGE SCALE PLAN & DETAILS**

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 7 OF 10

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Pavilion Modifications, Alterations & Additions  
**Lake Worth Memorial Park**  
 Harold Grimes Memorial Park,  
 520 Sunrise Ct. Lake Worth Beach FL 33460

**INTERIOR ELEVATIONS & DETAILS**

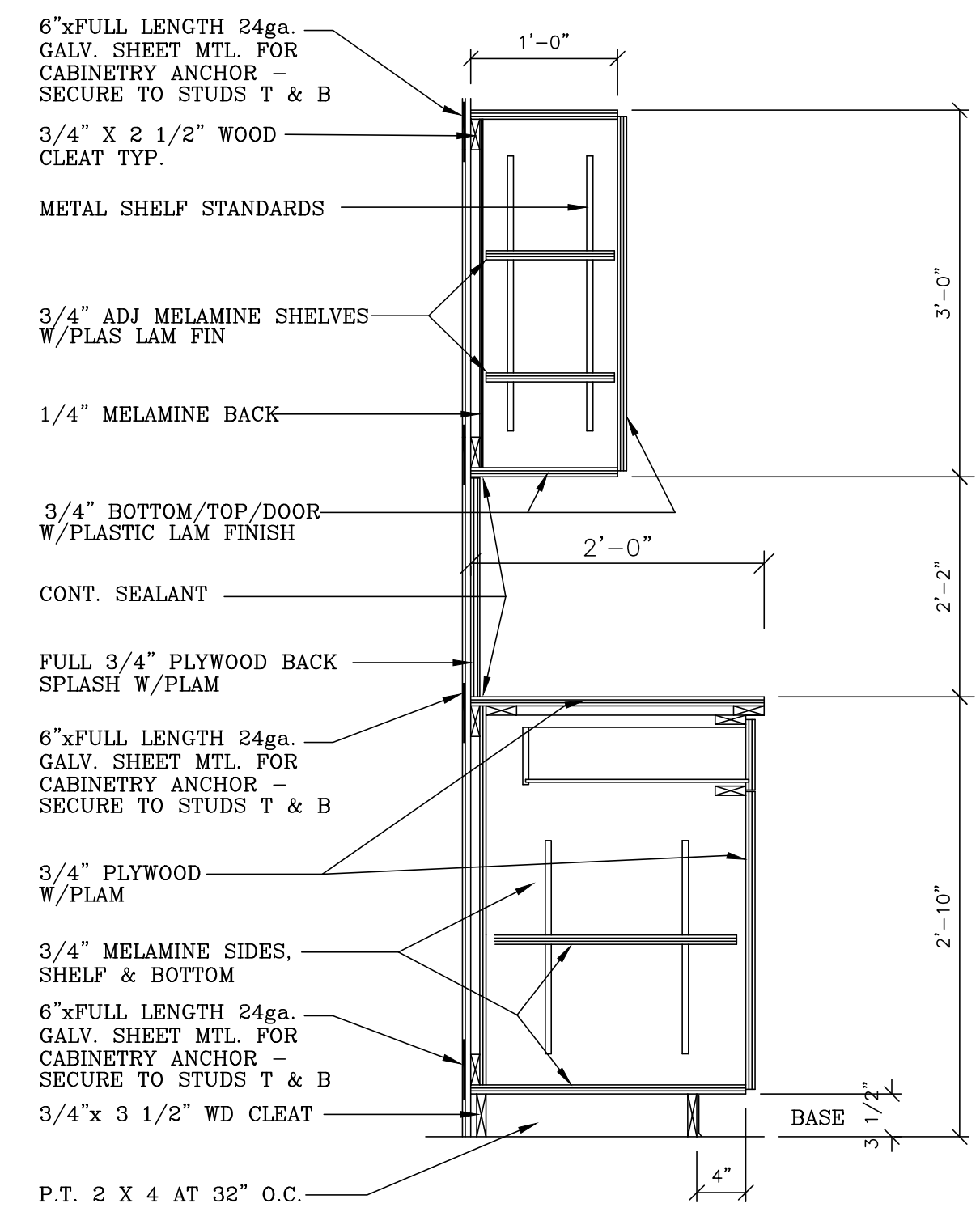
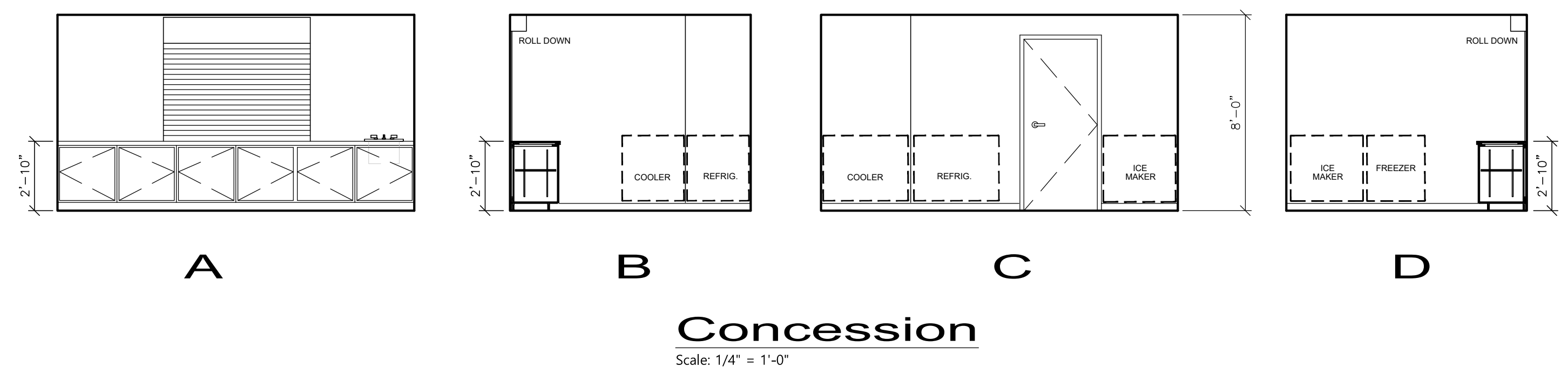
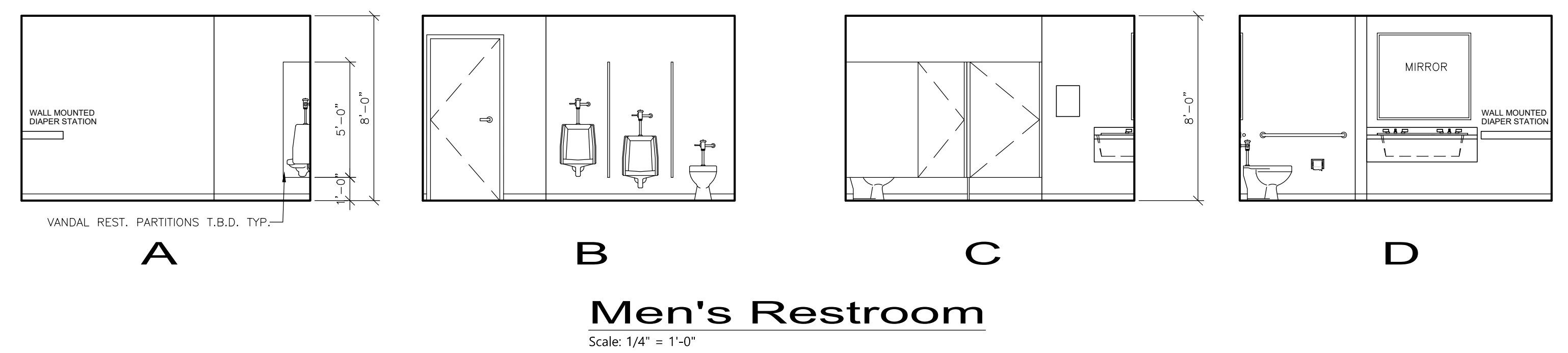
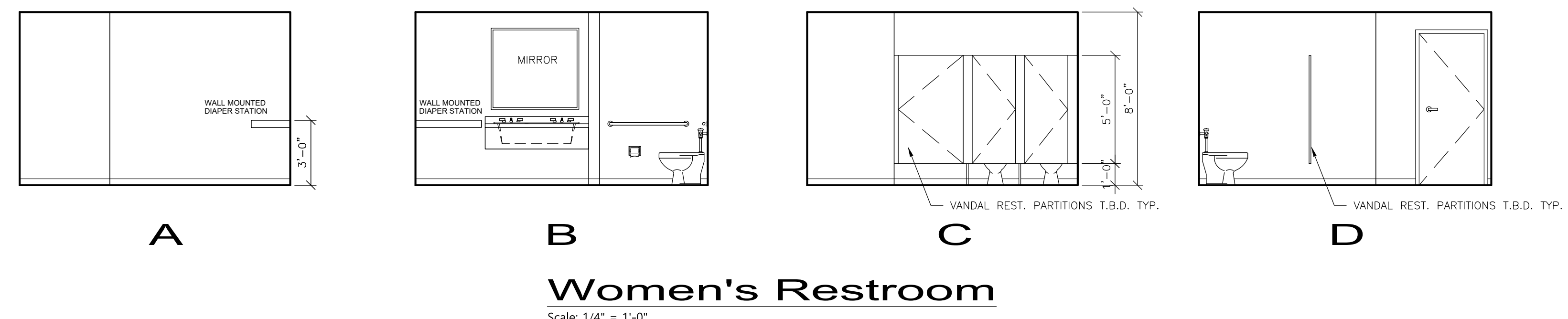
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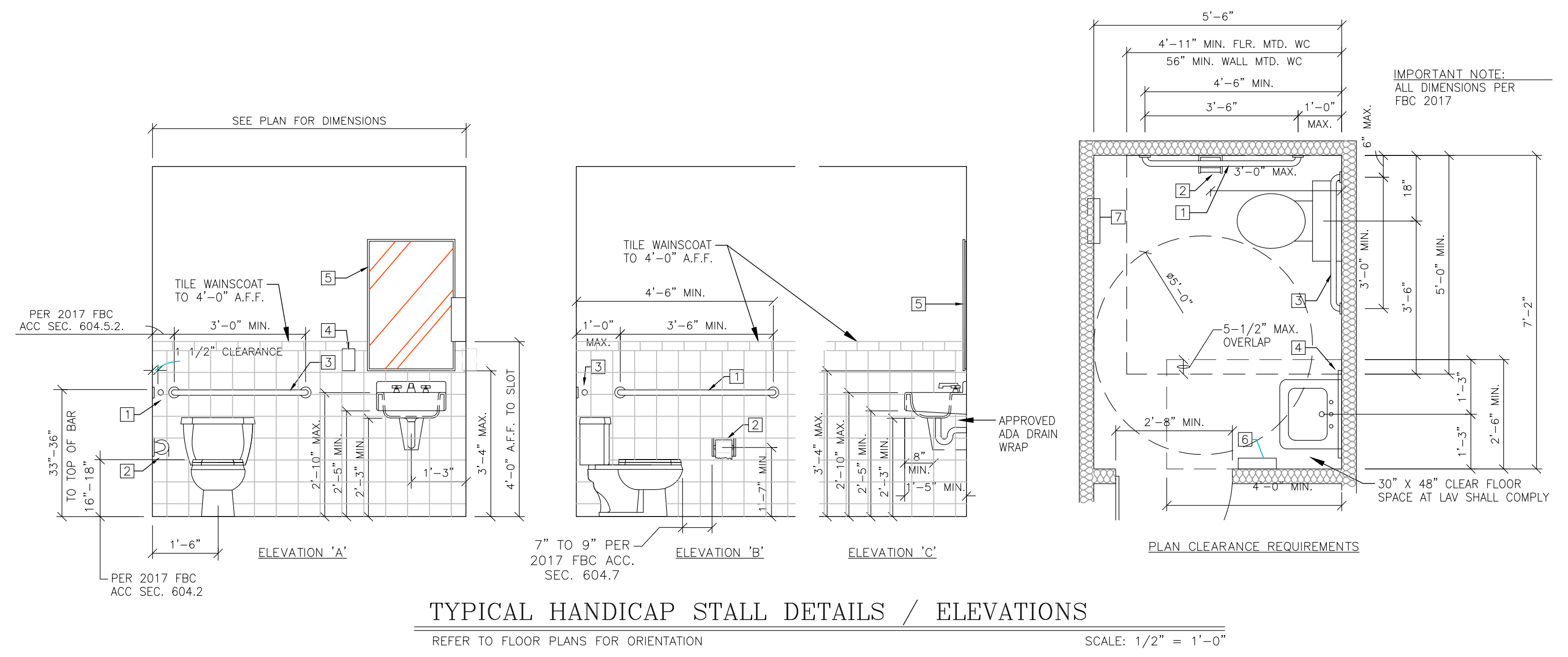
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**A-3**  
 8 OF 10



- TOILET ACCESSORIES LEGEND**  
 ALL ACCESSORIES MANUFACTURED BY AMERICAN SPECIALTIES, INC. OR APPROVED SUBSTITUTE.
- 1-1/2" DIA. GRAB BAR MODEL NO. 3801-42 WITH THE TOP AT 33" TO 36" A.F.F. PER 2017 ACC 609.4
  - TOILET PAPER HOLDER MODEL NO. 0264-1A WITH THE TOP AT 19" A.F.F. MIN. PER 2017 ACC 609.4
  - 1-1/2" DIA. GRAB BAR MODEL NO. 3801-36 WITH CENTER AT 33" TO 36" A.F.F.
  - SURFACE MOUNTED LIQUID SOAP DISPENSER (PUSH-UP TYPE), MOUNT PER MFR. INSTRUCTIONS, SUPPLIED BY OWNER
  - H/C MIRRORS, 18" X 30".
  - SURFACE MOUNTED PAPER TOWEL DISPENSER, MOUNT PER MFR. INSTRUCTIONS, SUPPLIED BY OWNER
  - TOILET SEAT COVER DISPENSER 19" MIN. A.F.F. PER A.D.A. SUPPLIED BY OWNER
- DOOR HANDLE HARDWARE SHALL BE NOTED ON BOTH SIDE OF THE DOOR PER FBC 2017 ACC SEC. 404.2.7.
- FLUSH CONTROL LOCATED ON OPEN SIDE OF WATER CLOSET PER FBC 2017 SEC. 604.6.



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**EXTERIOR ELEVATIONS**

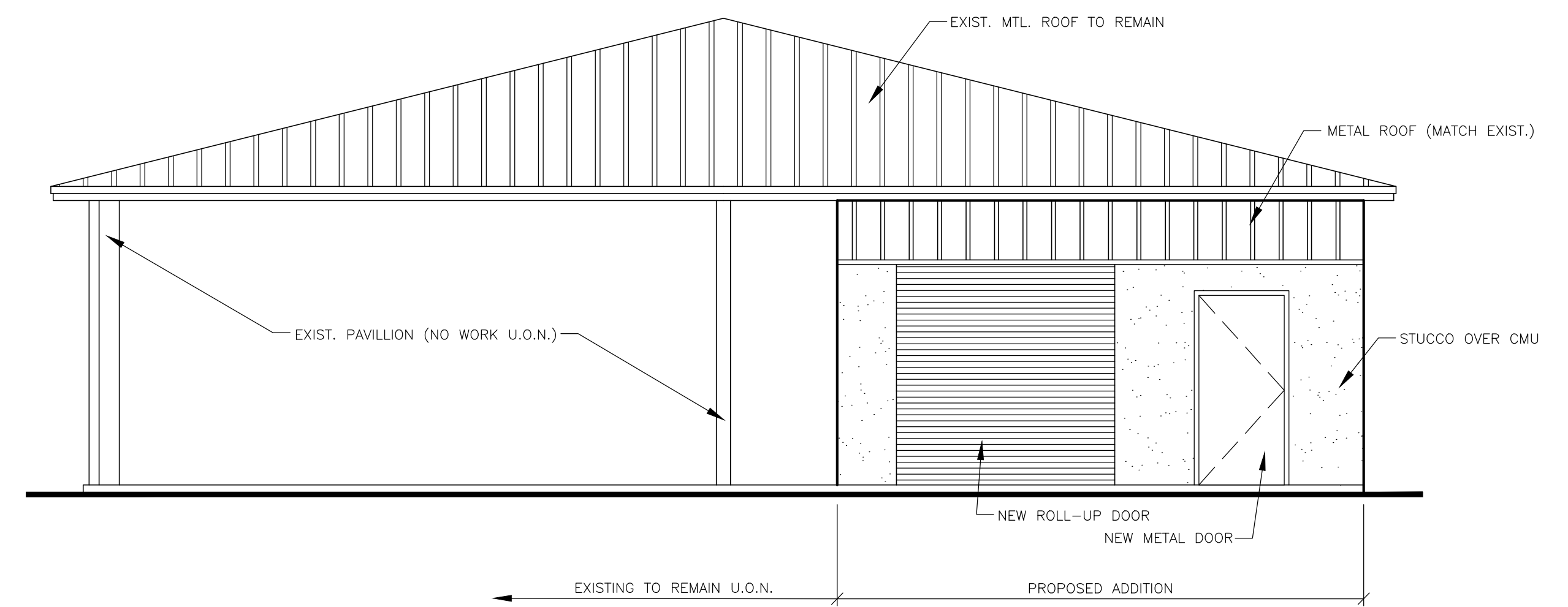
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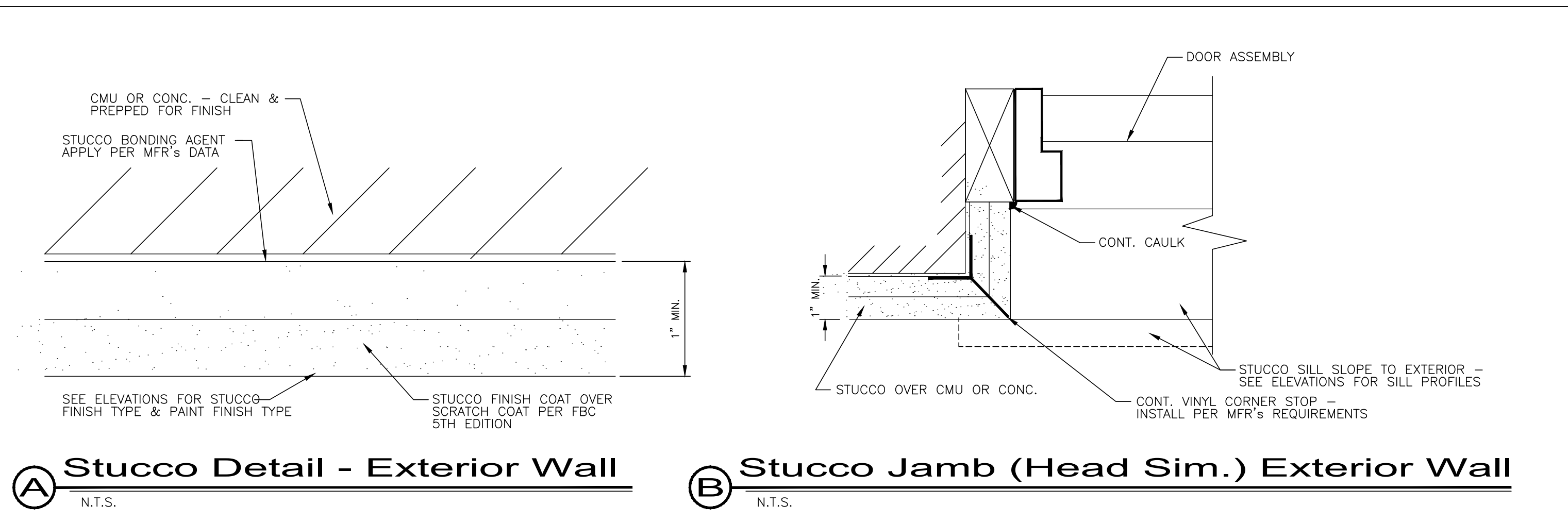
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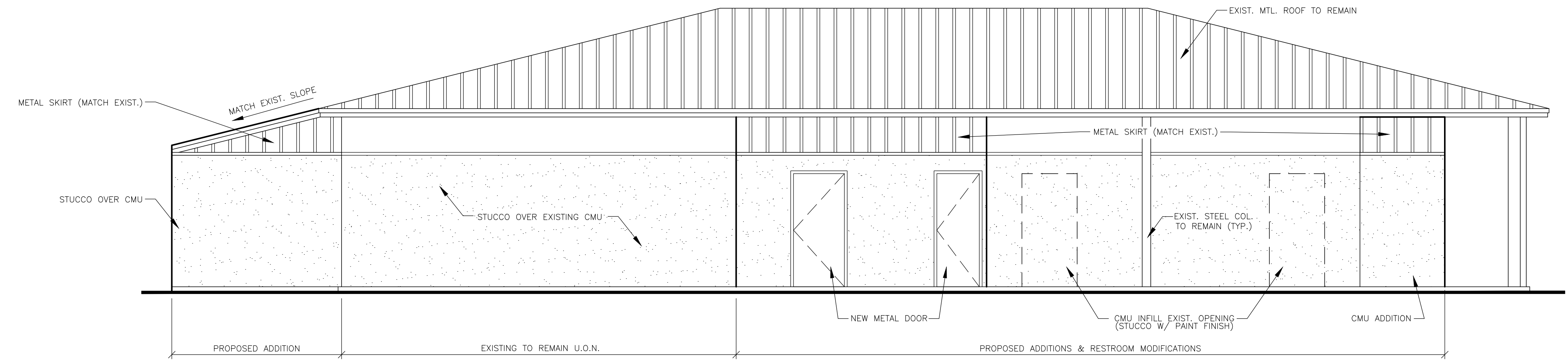
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**A-4**  
9 OF 10



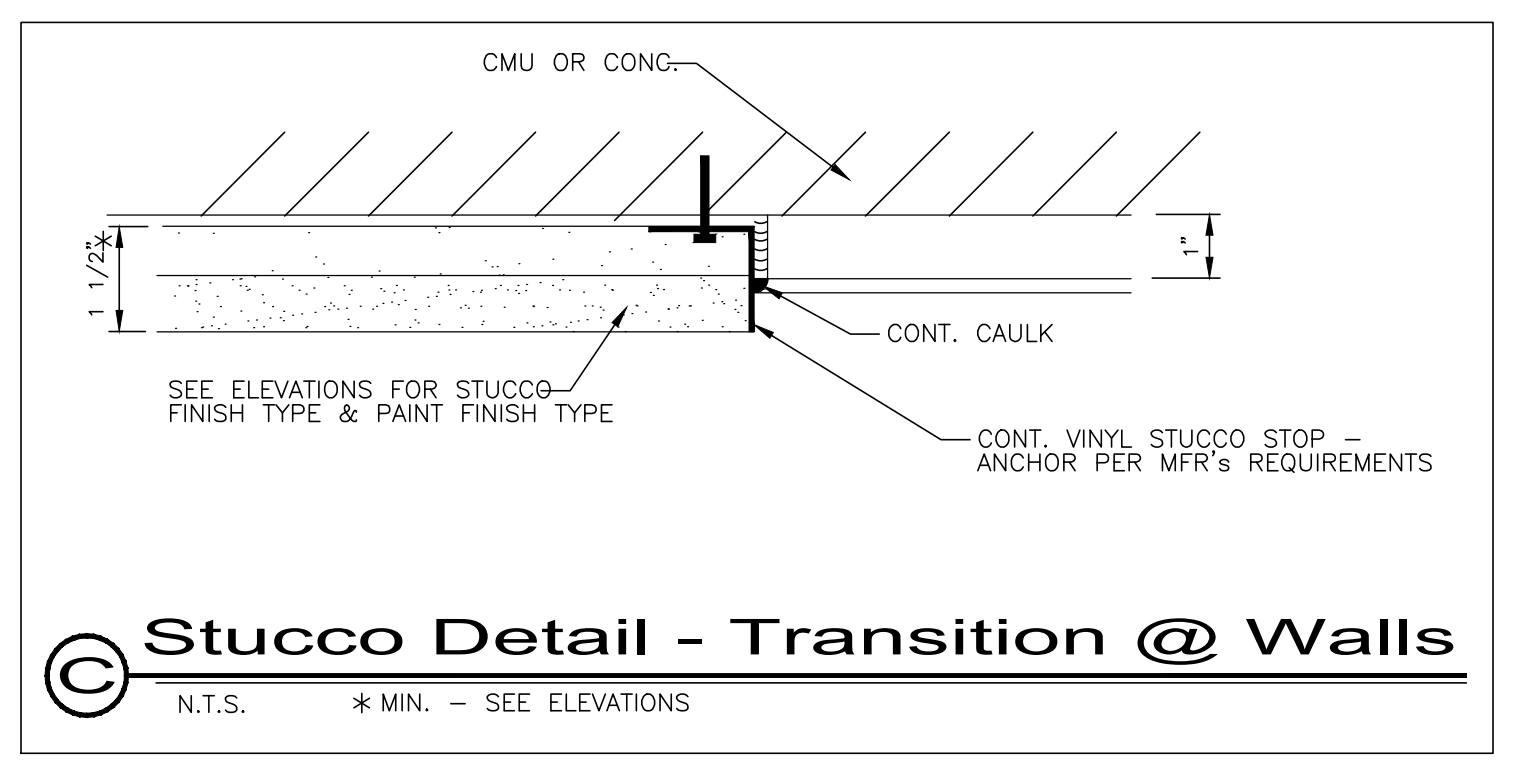
**West Elevation - 1**  
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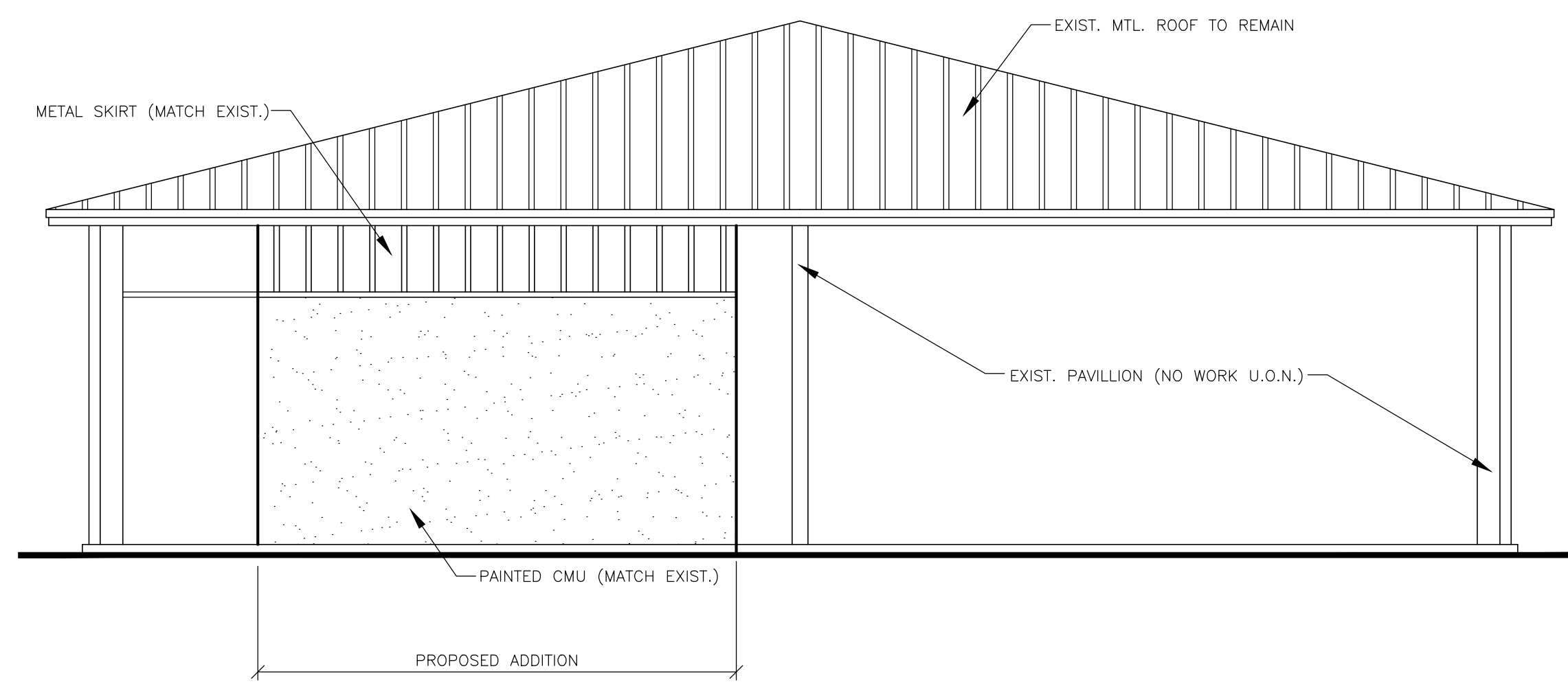
**(A) Stucco Detail - Exterior Wall** N.T.S.  
**(B) Stucco Jamb (Head Sim.) Exterior Wall** N.T.S.



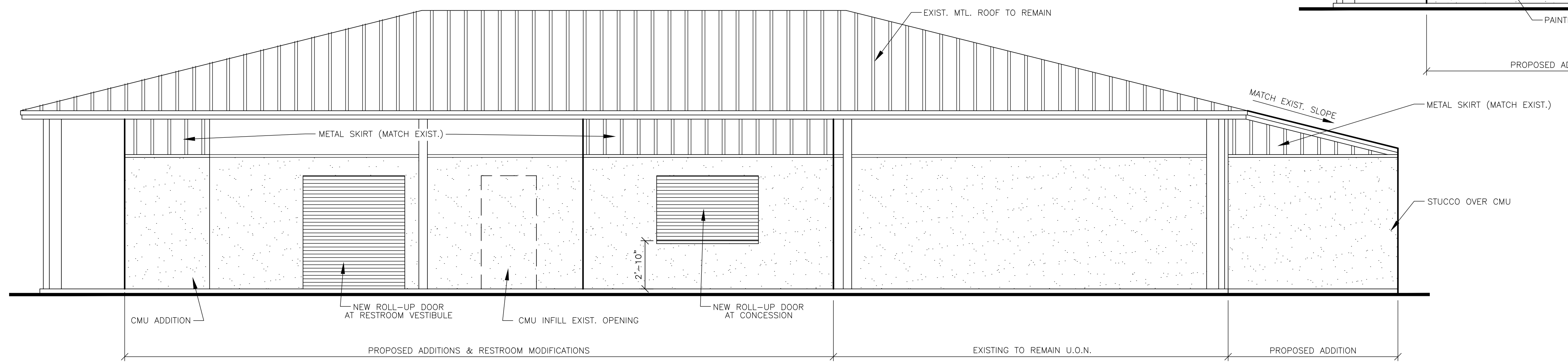
**South Elevation - 2**  
Scale: 1/4" = 1'-0"



**(C) Stucco Detail - Transition @ Walls**  
N.T.S. \* MIN. - SEE ELEVATIONS



**East Elevation - 3**  
Scale: 1/4" = 1'-0"



**North Elevation - 4**  
Scale: 1/4" = 1'-0"

**ELECTRICAL GENERAL NOTES**

1. THE WORK SHALL COMPLY WITH THE LATEST APPLICABLE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, FLORIDA BUILDING CODE, O.S.H.A. REQUIREMENTS AND ALL OTHER LOCAL CODES AND ORDINANCES GOVERNING THIS INSTALLATION, AS A MINIMUM STANDARD, UNLESS SPECIFICATIONS LISTED HEREIN OR SHOWN ON PLANS REQUIRE A HIGHER STANDARD.

2. THE ENTIRE INSTALLATION SHALL BE PERFORMED IN A FIRST-CLASS WORKMAN LIKE MANNER. THE CONTRACTOR SHALL TOUCH-UP OR FINISH THE FACTORY FINISH OF EQUIPMENT MARKED DURING SHIPMENT OR INSTALLATION. THE WORK INCLUDED CONSISTS OF ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT FACILITIES AND INSTALLATION REQUIRED FOR THE COMPLETE SATISFACTORY AND APPROVED ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS AND CALLED FOR IN THIS SPECIFICATION, OR AS MAY BE REASONABLY IMPLIED BY EITHER.

3. THE CONTRACTOR SHALL COORDINATE THE PROPOSED LOCATIONS OF ALL ELECTRICAL MATERIALS, EQUIPMENT AND SUPPORTS WITH THE REPRESENTATIVES OF THE OTHER TRADES INVOLVED BEFORE STARTING INSTALLATION OF THOSE ITEMS.

4. MATERIALS: THE MATERIALS AND EQUIPMENT FURNISHED SHALL BE AS INDICATED ON THE DRAWINGS. SUBSTITUTIONS SHALL NOT BE MADE EXCEPT WHERE EXPRESSLY APPROVED BY THE E.O.R. PRIOR TO STARTING INSTALLATION OF THE ITEMS. THE ELECTRICAL MATERIALS AND EQUIPMENT FURNISHED SHALL BE LISTED OR LABELED BY UNDERWRITERS LABORATORIES OR OTHER RECOGNIZED TESTING ORGANIZATION, AND SHALL BE ACCEPTABLE TO THE LOCAL BUILDING AUTHORITY.

5. GROUNDING: GROUNDING SHALL BE IN ACCORDANCE WITH ARTICLE 250, NEC. PROVIDE GROUND WIRES IN ALL CONDUITS UNLESS OTHERWISE NOTED.

6. CONDUITS: ELECTRICAL METALLIC TUBING (EMT) SHALL BE INSTALLED ONLY IN DRY LOCATIONS, IN CONCRETE ABOVE GRADE, AND WHERE NOT SUBJECT TO PHYSICAL DAMAGE. ALL ABOVE CEILING CONDUITS SHALL BE ROUTED TIGHT AGAINST THE STRUCTURE AND SHALL BE PARALLEL OR PERPENDICULAR TO THE BUILDING FEATURES. NO NEW CONDUITS SHALL BE SUPPORTED BY EXISTING CONDUITS, CEILING SYSTEMS OR AIR CONDITIONING HANGERS OR OTHER SYSTEMS. ALL EXPOSED CONDUITS SHALL BE RUN AS NEAT AND INCONSPICUOUS AS POSSIBLE AND PAINTED TO MATCH COLOR OF SURROUNDINGS. FLEXIBLE CONDUITS SHALL BE USED FOR CONNECTION TO ALL VIBRATING EQUIPMENT SUCH AS MOTORS, LIGHTING FIXTURES, ETC. FLEXIBLE CONDUIT SHALL HAVE ALUMINUM ARMOR & INTERNAL GROUND STRAP IN ADDITION TO EQUIPMENT GROUND. USE "LIQUID TIGHT" WHEN EXPOSED TO WEATHER.

7. CONDUCTORS SIZE #8 AND LARGER SHALL BE TYPE THWN STRANDED, COPPER. CONDUCTORS SIZE #10 AND SMALLER SHALL BE COPPER, TYPE THHN SOLID, UNLESS NOTED OTHERWISE. CONDUCTORS SHALL CONSIST OF 98% CONDUCTIVITY COPPER AS INDICATED. SIZES ARE AVG. ALL CONDUCTORS SHALL BE RUN IN CONDUIT EXCEPT AS NOTED ON PLANS. CONDUCTORS SHALL BE CONTINUOUS FROM DEVICES WITHOUT SPLICES EXCEPT WITHIN WIRE WAY OR JUNCTION BOXES. MARK CONDUCTORS IN PANELS, PULL BOXES OR WIREWAYS AND TERMINAL STRIP TERMINALS FOR IDENTIFICATION OF CIRCUITS.

8. CONTRACTOR SHALL VERIFY ALL EQUIPMENT NAMEPLATE DATA FOR WIRING AND OVER CURRENT PROTECTION REQUIREMENTS BEFORE PERFORMING ROUGH-IN WORK.

9. PROVIDE AND INSTALL JUNCTION AND PULL BOXES WHERE INDICATED AND WHERE NECESSARY TO TERMINATE, TAP OFF, OR REDIRECT MULTIPLE CONDUIT RUNS, OF SIZE INDICATED OR AS REQUIRED BY NEC. WHERE FEEDER SPLICES ARE TO BE MADE, INSTALL BOXES LARGE ENOUGH TO PROVIDE AMPLE WORK SPACE.

10. CONTRACTOR SHALL VISIT THE SITE AND DETERMINE THE EXTENT OF REVISIONS TO EXISTING EQUIPMENT AND WIRING TO ACCOMMODATE THE PROPOSED SCOPE OF WORK. ALL NECESSARY REROUTING AND/OR REMOVAL OF EXISTING EQUIPMENT, WIRING ETC., SHALL BE INCLUDED IN THE BASE SCOPE OF WORK. CONTRACTOR SHALL REMOVE ALL EXISTING EQUIPMENT AND MATERIALS THAT WILL NOT BE REUSED IN CONSTRUCTION INCLUDING PIPES, CONDUITS, WIRES, TELEPHONE LINES, COMPUTER CABLE OR WIRING THAT PASS THROUGH THE AREA OF CONSTRUCTION.

11. PANEL DIRECTORIES SHALL BE TYPED ACCURATELY TO SHOW AS BUILT CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY BALANCING ALL BRANCH CIRCUITS BETWEEN THE PHASES OF THE SYSTEM REGARDLESS OF CIRCUITING INDICATED. ELECTRICAL PANELS SHALL BE CONSTRUCTED WITH COPPER MAIN BUSSES AND TERMINALS.

12. ALL SERVICE INTERRUPTIONS SHALL BE SCHEDULED WITH THE OWNER.

13. AFTER EACH SYSTEM HAS BEEN COMPLETED, A FUNCTION TEST SHALL BE PERFORMED TO DEMONSTRATE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWINGS. THE TEST SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE OWNER OR HIS REPRESENTATIVE.

14. ALL WORK SHALL BE GUARANTEED FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY THE OWNER.

**ELECTRICAL DEMOLITION NOTES**

1. EXISTING EQUIPMENT, SUCH AS LIGHTING FIXTURES, WIRING DEVICES, CONDUITS, ETC., SHOWN ON PLANS TO BE REMOVED COMPLETELY. CUT/CAP CONDUITS AT THE AREA OF WORK PERIMETER AND REMOVE CONDUIT WITHIN THE WORK AREA, DISCONNECT WIRING AT THE OVERCURRENT PROTECTIVE DEVICE AND REMOVE WIRING COMPLETELY FROM THE ABANDONED CONDUITS.

2. REMOVE ALL ACCESSIBLE ABANDONED WIRING OF ALL TYPES, OR CAP AND LABEL IN JUNCTION BOX FOR RE-USE, IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE.

3. MAINTAIN AND RESTORE, IF INTERRUPTED, ALL CONDUITS AND CONDUCTORS PASSING THROUGH RENOVATED AREAS AND SERVICING UNDISTURBED AREAS.

**AS-BUILT AND RECORD DRAWING NOTES**

IN THE EVENT THAT THE INSTALLED SYSTEMS DEVIATE FROM THE ENGINEERED PLANS, THE DOCUMENTATION OF THESE DEVIATIONS SHALL FOLLOW THE PROCEDURE OUTLINED HEREIN AND SHALL COMPLY WITH THE ENGINEER'S RESPONSIBILITY RULES AS DEFINED IN STATUTE 61G15-30.002

1. AS-BUILT DRAWINGS ARE PREPARED BY THE CONTRACTOR. THEY SHOW ON-SITE CHANGES TO THE ORIGINAL CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY AND COMPLETELY DOCUMENTING THE CHANGES.

2. THE CONTRACTOR SHALL RECORD ON THE AS-BUILTS THE NAME AND LICENSE NUMBER OF THE PERSON IN RESPONSIBLE CHARGE OF THE WORK PERFORMED, AND CERTIFY THAT THE AS-BUILT RECORDS ARE TRUE AND THOROUGH.

3. THE AS-BUILT DRAWINGS SHALL BE PRESENTED TO THE ENGINEER FOR REVIEW.

4. IF ACCEPTED BY THE ENGINEER, THE INFORMATION FROM THE AS-BUILTS SHALL BE INCORPORATED INTO THE ENGINEERED PLANS, AND THESE PLANS SHALL THEN BE RECORD DRAWINGS.

5. IN THE RECORD DRAWINGS, THE ENGINEER SHALL CLOUD AND TAG ALL INFORMATION INCORPORATED FROM THE AS-BUILTS. THE RECORD PLANS SHALL BE SIGNED AND SEALED TO CONFIRM TO THE AUTHORITY HAVING JURISDICTION THAT THE AS-BUILT RECORDS CONFORM TO REQUIRED CODE AND DESIGN STANDARDS.

6. THE RECORD PLANS SHALL CLEARLY INDICATE THAT THE ENGINEER RELIES ON THE CONTRACTOR FOR THE ACCURACY OF AS-BUILT INFORMATION, AND THAT THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION GIVEN TO THEM IN THE FORM OF AS-BUILTS.

**ELECTRICAL SYMBOL LEGEND**

**Panelboard Cabinet, Flush Mounted**

**Receptacle, Duplex**

**Receptacle, Duplex with Ground Fault Circuit Interrupter**

**Receptacle, Quadraplex**

**Receptacle, Single**

**Floor Receptacle, Duplex**

**Receptacle, Special Purpose**  
 A = 120V, 20A, 1 PHASE, 2-POLE, 3W, NEMA 5-20R  
 B = 208V, 20A, 1 PHASE, 2-POLE, 3W, NEMA 6-20R  
 C = 120V, 30A, 1 PHASE, 2-POLE, 3W, NEMA 5-30R  
 D = 208V, 30A, 1 PHASE, 2-POLE, 3W, NEMA 6-30R  
 E = 208V, 50A, 1 PHASE, 2-POLE, 3W, NEMA 6-50P  
 F = 208V, 30A, 3 PHASE, 3-POLE 4W, NEMA 15-30R  
 G = 208V, 50A, 3 PHASE, 3 POLE, 4W, NEMA 15-30R  
 H = 208V, 60A, 3 PHASE, 3 POLE, 4W, NEMA 15-60R

**Drop Cord, Single Convenience Outlet, 3-Wire Grounding Type, 20A, W/12 Conductors in Flexible Cord (Center Line of Outlet: 6" (158mm) AFF. MINIMUM)**

**1" Inner Wall Conduit Stubbed 12" Above Ceiling and Curved 90°; Conduit to Terminate in 2"x4" Junction Box with Pull String**

**Overhead Mounted Occupancy Sensor**

**Carbon Monoxide Sensor**

**Smoke Detector**

**CAT 5/ RG6 Cable Combo**

**Thermostat**

**Disconnect Switch, Unfused**

**Switch**  
 BLANK = SINGLE POLE  
 3 = THREE-WAY  
 D = DIMMER  
 LV = LOW VOLTAGE  
 LM = LOW VOLTAGE MASTER  
 PB = PUSH BUTTON STATION  
 T = TIMER OPERATED  
 X = EXPLOSION PROOF

**2 = DOUBLE POLE**  
**4 = FOUR-WAY**  
**K = KEY OPERATED**  
**L = LOCK**  
**P = WITH PILOT LIGHT**  
**RC = REMOTE CONTROL**  
**WP = WEATHER PROOF**  
**Mo = OCCUPANCY SENSOR**

**Fire Pull Switch**

**Garage Door Opener Switch**

**Outlet, Combination Telephone/Data Communication**  
 NONE = WALL TYPE C = CEILING TYPE

**Outlet Telephone; Letter Indicates as Follows:**  
 J = JACK TYPE W = WALL TYPE C = CEILING TYPE

**Outlet, Data Only**

**3-Gang Compartment Box in Floor for Telephone Data & Receptacle**

**Telephone Backboard (Wall Mounted)**

**Exit Sign, Wall Mounted with Directional Arrows and Faces as Shown**

**Exit Sign, Ceiling Mounted with Directional Arrows and Faces as Shown**

**NOTE: THESE ARE STANDARD SYMBOLS AND NOT ALL MAY APPEAR ON PLANS**

**ELECTRICAL SYMBOL LEGEND**

**Fire Alarm Speaker**

**Fire Alarm Speaker/Strobe. Provide with Canella Rating Indicated. Wheelock "ET" Series.**

**Weather Proof Fire Alarm Speaker/Strobe. Provide with Canella Rating Indicated. Wheelock "ET70WP" Series.**

**Fire Alarm Strobe. Provide with Canella Rating Indicated. Wheelock "RSS" Series.**

**Weatherproof Fire Alarm Strobe. Provide with Canella Rating Indicated. Wheelock "RSSWP" Series.**

**Smoke Detector**

**Smoke/Heat Detector. Notifier "FAPT-851" Series**

**Duct Smoke Detector. Notifier "FSD-751P" Series**

**Fire Alarm Manual Pull Station. Notifier "NBG-12LX" Series**

**Tamper Switch**

**Flow Switch**

**Monitor Module. Notifier "FMM-1" Series.**

**Addressable Fire Alarm Control Panel. Provide with 90 Minute Battery Back-Up. Notifier "NFS-3030" Series.**

**Fire Alarm Power Supply**

**Fire Alarm System Annunciator. Notifier "LCD-160" Series.**

**Fire Alarm Audio Amplifier. Notifier "AA" Series.**

**LIGHTING FIXTURE SCHEDULE**

SYMBOL	MANUFACTURER	MODEL	DESCRIPTION	VOLTS	WATTS	MOUNTING	REMARKS
	LITHONIA	EPANL	1 X 4 LED FIXTURE	120V	15W	SURFACE MOUNTED	-
	LITHONIA	OLBF	WALL LIGHT	120V	11W	WALL	ON PHOTOCELL
	LITHONIA	EU2C	EMERGENCY LIGHT	120V	81W	WALL	-
	LITHONIA	LDN6	DOWNLIGHT	120V	11W	CEILING	-

**DRAWING INDEX**

E-1	NOTES & SCHEDULES
E-2	ELECTRICAL POWER PLAN

**REVISIONS**

NO.	TITLE	DATE

**ISSUANCES**

DATE	TITLE
	BID
	PERMIT
	CONSTRUCTION

**Branch Panel: B**

**Location:** Pavilion  
**Supply From:** Branch Panel A  
**Mounting:** Surface  
**Enclosure:** NEMA 3R

**Volts:** 120/240 Single  
**Phases:** 1  
**Wires:** 3

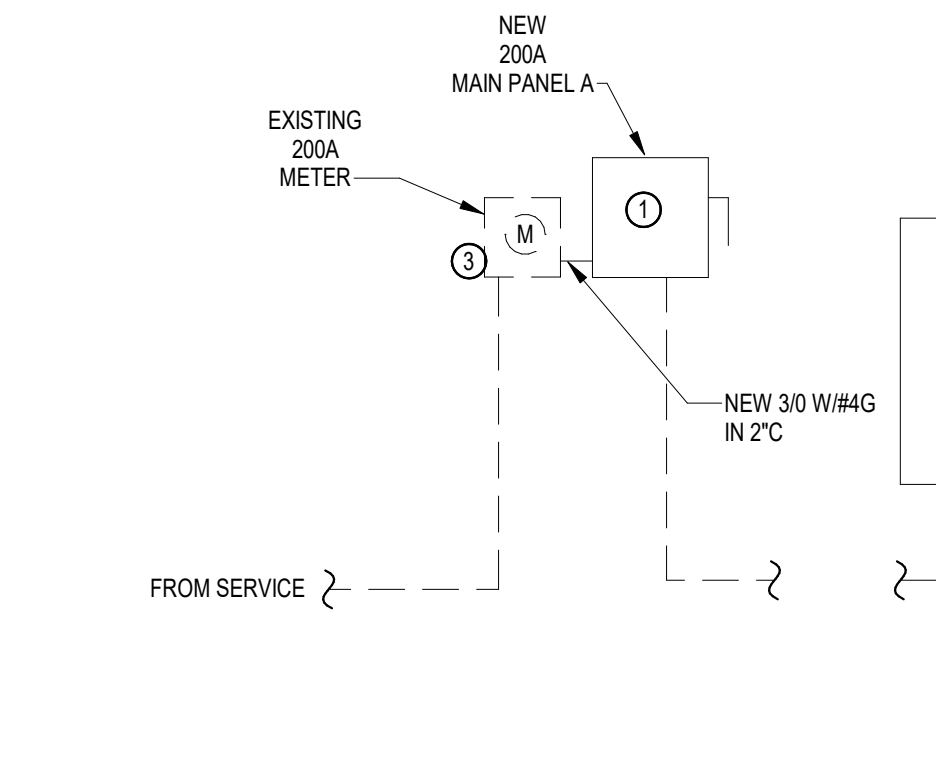
**A.I.C. Rating:** 22K  
**Mains Type:** MCB  
**Mains Rating:** 100 A  
**MCB Rating:** 100 A  
**Neutral Rating:** 100 A

**Notes:**

CKT	Circuit Description	No te	Tri p	Po le	A	B	Po le	Tri p	No te	Circuit Description	CKT
1	REFRIGERATOR	20 A	1	1	0.2 kVA	0.4 kVA	1	1	20 A	CONVENIENCE RECEPTACLES	2
3	TRUE COOLER	15 A	1	1		0.8 kVA	1	1	15 A	TRUE FREEZER	4
5	ICE MAKER	20 A	1	1	0.4 kVA	0.8 kVA	1	1	20 A	EXISTING RECEPT STORAGE	6
7							1	1	20 A	EXISTING GFI PAVIL EAST	8
9					0.6 kVA		1	1	20 A	EXISTING GFI PAVIL NORTH	10
11	EXISTING GFI PAVIL NORTH	20 A	1	1		0.6 kVA	1	1	20 A	EXISTING GFI STORAGE	12
13	EXISTING LIGHTS PAVILION	20 A	1	1	1.0 kVA	0.6 kVA	1	1	20 A	EXISTING GFI STORAGE	14
15	EXISTING GFI STORAGE	20 A	1	1		0.6 kVA	1	1	20 A	HAND DRYER	16
17	HAND DRYER	20 A	1	1	0.5 kVA	0.5 kVA	1	1	20 A	HAND DRYER	18
19	HAND DRYER	20 A	1	1		0.5 kVA	1	1	20 A	WATER FOUNTAIN	20
21	EXISTING STORAGE LIGHTING	20 A	1	1	0.3 kVA	0.7 kVA	1	1	20 A	RESTROOM LIGHTING	22
23	LIGHTING	20 A	1	1		0.3 kVA	1	1	20 A	REMOTE CONDENSING	24
25	CU-1	15 A	2		0.8 kVA	1.1 kVA					26
27											28
29											30
31											32
<b>Total Load:</b>					7.5 kVA		7.4 kVA				
<b>Total Amps:</b>					64 A		61 A				

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Lighting	0.0 kVA	125.00%	0.0 kVA	
Other	6.6 kVA	100.00%	6.6 kVA	<b>Total Conn. Load:</b> 15.0 kVA
Power	5.1 kVA	100.00%	5.1 kVA	<b>Total Est. Demand:</b> 15.0 kVA
Receptacle	3.8 kVA	100.00%	3.8 kVA	<b>Total Conn. Current:</b> 62 A
				<b>Total Est. Demand Current:</b> 63 A

**Notes:**



**EXISTING ELECTRICAL RISER DIAGRAM**

**KEYED NOTES**

- 1 EXISTING 125A PANEL TO BE REMOVED AND REPLACED WITH NEW 200A PANEL. COORDINATE WITH UTILITY FOR NEW SERVICE CONDUCTORS. NEW PANEL SHALL BE NEMA 3R, 240/160, AND RE-FEED ALL EXISTING LOADS. AIC SHALL BE BASED ON AVAILABLE FAULT CURRENT PER LW UTILITIES.
- 2 NEW NEMA 1 240/160 PANEL TO BE FED FROM EXISTING 100A CIRCUIT FROM PANEL A TO PAVILION.
- 3 ELECTRIC SERVICE IS LOCATED AT PUMP BUILDING WEST OF PAVILION.

**Harold Grimes Memorial Park Pavilion Modifications, Alterations & Additions**  
 Lake Worth Beach, FL 33460  
 520 Sunrise Court  
 NOTES & SCHEDULES

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLISHED. THESE ARE EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION, PUBLICATION OR USE BY ANY METHOD, IN WHOLE OR IN PART, WITHOUT EXPRESS WRITTEN CONSENT BY THE ARCHITECT IS STRICTLY PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

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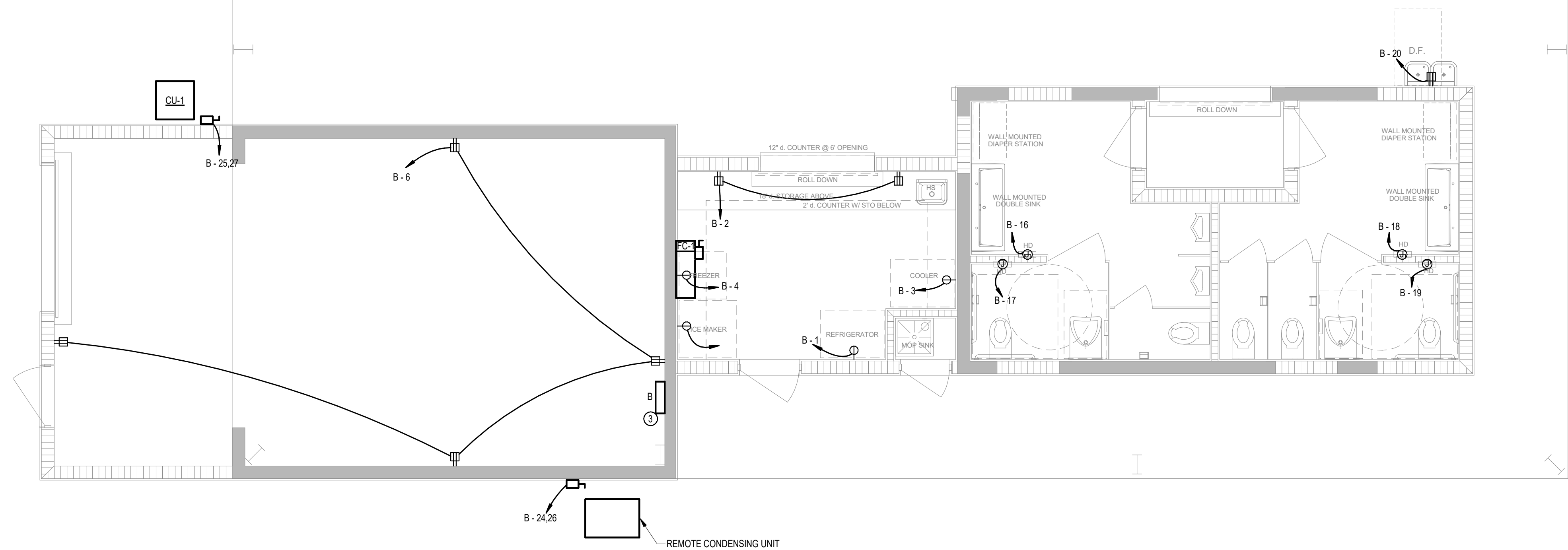
**ELLIS CONSULTING**  
 ENGINEERING FOR TODAY'S BUILT ENVIRONMENT  
 1106B NORTH G STREET LAKE WORTH, FL 33460  
 (561) 370-3300 phone www.ellis.consulting

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 CHECKED BY: xxx  
 SCALE AS NOTED  
 DATE: xx.xx.xxxx  
 SHEET NUMBER: **E-1**

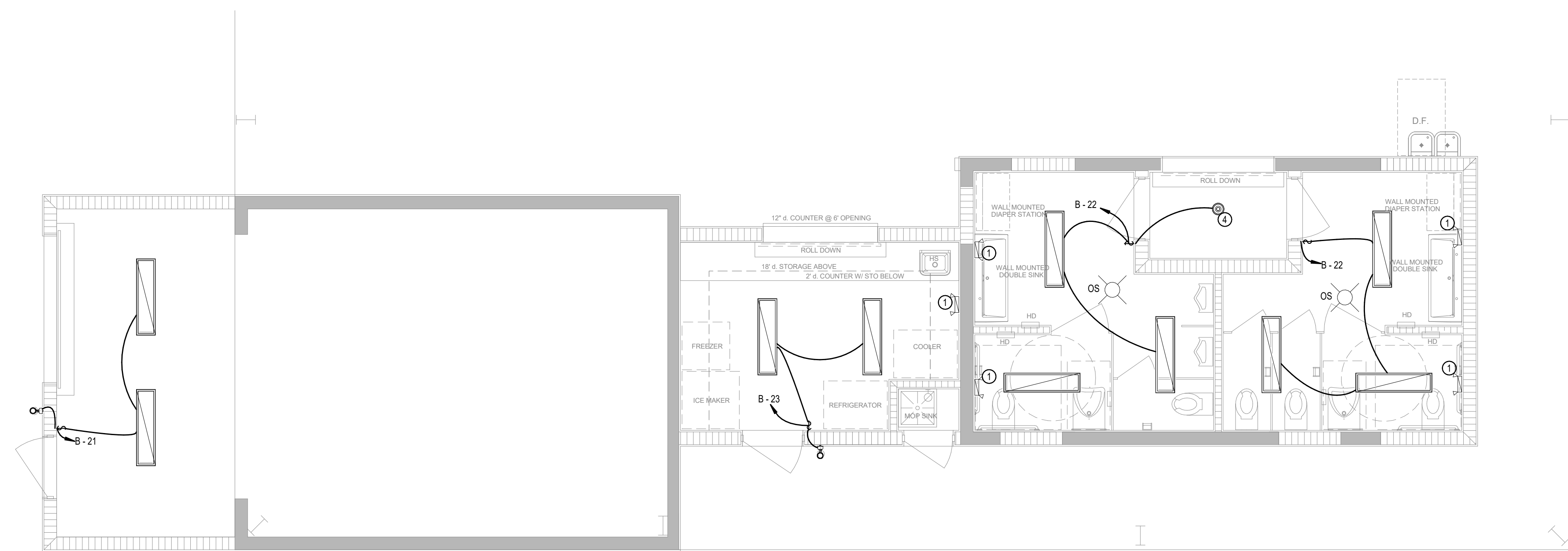
BEN ELLIS, PE  
 LICENSED ENGINEER #97568  
 STATE OF FLORIDA  
 CERT. OF AUTH. #22959  
 C.P. #2012

2023-02-01 ISSUED FOR BID





**ELECTRICAL 1ST FLOOR POWER PLAN**  
1/4" = 1'-0"



**ELECTRICAL 1ST FLOOR LIGHTING PLAN**  
1/4" = 1'-0"

- KEYED NOTES**
- EM LIGHTS & EXITS SIGNS TO BE WIRED TO LOCAL LIGHT CIRCUIT AHEAD OF SWITCH.
  - ALL RECEPTACLE IN THIS AREA TO BE GFCI.
  - NEW PANEL "A" FED FROM EXISTING PANEL BY PUMP HOUSE. INTERCEPT & EXTEND FEED AS REQUIRED.
  - LIGHT TO BE INTERLOCKED WITH ROLL-UP DOOR TO TURN ON WHEN DOOR IS OPEN.
- GENERAL NOTES**
- PRIOR TO BEGINNING WORK CONTRACTOR SHALL V.I.F. ALL EXISTING RECEPTACLES, BREAKERS, AND CIRCUITS.
  - EXISTING LIGHTING TO BE REMOVED FROM OUTLET CIRCUITS.

REVISIONS		
NO.	TITLE	DATE

ISSUANCES	
DATE	TITLE
	BID PERMIT CONSTRUCTION

**Harold Grimes Memorial Park Pavilion Modifications, Alterations & Additions**  
520 Sunrise Court  
Lake Worth Beach, FL 33460

ELECTRICAL POWER PLAN

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SEAL  
DAVID R. MILLER AR 9417  
STATE OF FLORIDA

BEN ELLIS, PE  
LICENSED ENGINEER #97568  
STATE OF FLORIDA  
CERT. OF AUTH. #22959  
D.P. #22012

DRAWN BY: xxx  
CHECKED BY: xxx  
SCALE: AS NOTED  
DATE: xx.xx.xxxx

SHEET NUMBER  
**E-2**

### HVAC GENERAL NOTES

1. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED AND COMPLETED IN A FIRST CLASS WORKMANLIKE MANNER. ANY MATERIALS INSTALLED, WHICH SHALL NOT PRESENT AN ORDERLY AND REASONABLY NEAT OR WORKMANLIKE APPEARANCE, SHALL BE REMOVED AND REPLACED WHEN SO DIRECTED BY OWNER/ENGINEER.
2. LOCATIONS AND DIMENSIONS ARE DIAGRAMMATIC IN NATURE. IT IS ANTICIPATED THAT NOT ALL BENDS, ELBOWS, OFFSETS OR CONDITIONS ARE ILLUSTRATED IN THESE DRAWINGS, AND ANY ADDITIONAL WORK REQUIRED FOR FIELD COORDINATION IS THE RESPONSIBILITY OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER. EXACT LOCATIONS, DIMENSIONS AND CONDITIONS SHALL BE VERIFIED IN THE FIELD.
3. ANY CONFLICTS OR DISCREPANCIES ON THESE DRAWINGS SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION. CONFLICTS OR DISCREPANCIES PRESENTED AFTER BID SHALL BE RESOLVED AT THE TIME OF DISCOVERY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION WITH ALL OTHER TRADES FOR CLEARANCES AND USE OF AVAILABLE SPACE.
5. ALL CONTROL WIRING SHALL BE PROVIDED BY THE CONTRACTOR.
6. A NEW SET OF FILTERS SHALL BE PROVIDED AND INSTALLED IN ALL UNITS BY THE CONTRACTOR WHEN ALL CONSTRUCTION IS COMPLETED. UNITS WITH PERMANENT FILTERS SHALL BE CLEANED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS.
8. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY FOR THE INSTALLATION OF A COMPLETE AND OPERABLE MECHANICAL SYSTEM.
9. THE ENTIRE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES, INCLUDING ALL LOCAL RULES AND ORDINANCES.
10. DUCTWORK DIMENSIONS ARE CLEAR INSIDE DIMENSIONS.
11. PROVIDE MANUAL DAMPERS WHERE SHOWN ON THE DRAWINGS. DAMPERS SHALL BE MANUFACTURED ACCORDING TO SMACNA "HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE, 2ND EDITION" AND SHALL HAVE LOCKING QUADRANT WITH WING NUT.
12. DEBRIS GENERATED BY THE JOB SHALL BE PROPERLY DISPOSED OF. ANY APPLICABLE DISPOSAL FEE IS THE RESPONSIBILITY OF THE CONTRACTOR.
13. ALL EQUIPMENT AND MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER DATE OF ACCEPTANCE BY THE OWNER.

### HVAC MATERIALS

1. CONDENSATE DRAINS SHALL BE TYPE "L" COPPER AND INSULATED WITH SEAMLESS CLOSED CELL ARMAFLEX OR EQUAL, AND SHALL BE SIZED AS INDICATED ON THE DRAWINGS.
2. DX SPLIT UNIT RECTANGULAR SUPPLY AND RETURN DUCTS SHALL BE CONSTRUCTED OF 1-1/2" TYPE #75 CLASS "UL 181 LISTED FIBROUS DUCTBOARD, OWEN CORNING OR EQUAL (MIN. R-6). ALL FIBERGLASS DUCTBOARD SHALL BE CONSTRUCTED, REINFORCED AND INSTALLED AS PER SMACNA FIBROUS DUCT INSTALLATION GUIDELINE.
3. FLEXIBLE DUCTS SHALL BE UL LISTED CLASS 1 AIR DUCT, THERMAFLEX TYPE M-KE OR EQUAL. DUCTS SHALL BE INSTALLED IN ACCORDANCE WITH SMACNA "HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE, 2ND EDITION."
4. ALL SUPPORT STEEL OUTSIDE OF BUILDING TO BE HOT DIPPED GALVANIZED AFTER FABRICATION AND PRIOR TO DELIVERY TO JOB SITE. ANY DAMAGE TO THE STEEL SHALL BE TOUCHED UP WITH GALVAON PRIOR TO JOB BEING COMPLETED.
5. DUCTWORK FOR ALL OUTSIDE AIR AND EXHAUST DUCTWORK IS CLASS 1 "w.g. & SHALL BE CONSTRUCTED OF EXTERNALLY INSULATED GALVANIZED STEEL SHEET METAL, INSTALLED IN ACCORDANCE WITH SMACNA "HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE," 2ND EDITION.
6. REFRIGERANT PIPING SHALL BE COPPER TYPE "ACR" WITH WROUGHT COPPER SOLDER JOINT FITTINGS. SILVER SOLDER ALL JOINTS. LINES TO BE RUN IN SEAMLESS INSULATION, AEROCCEL OR EQUAL.

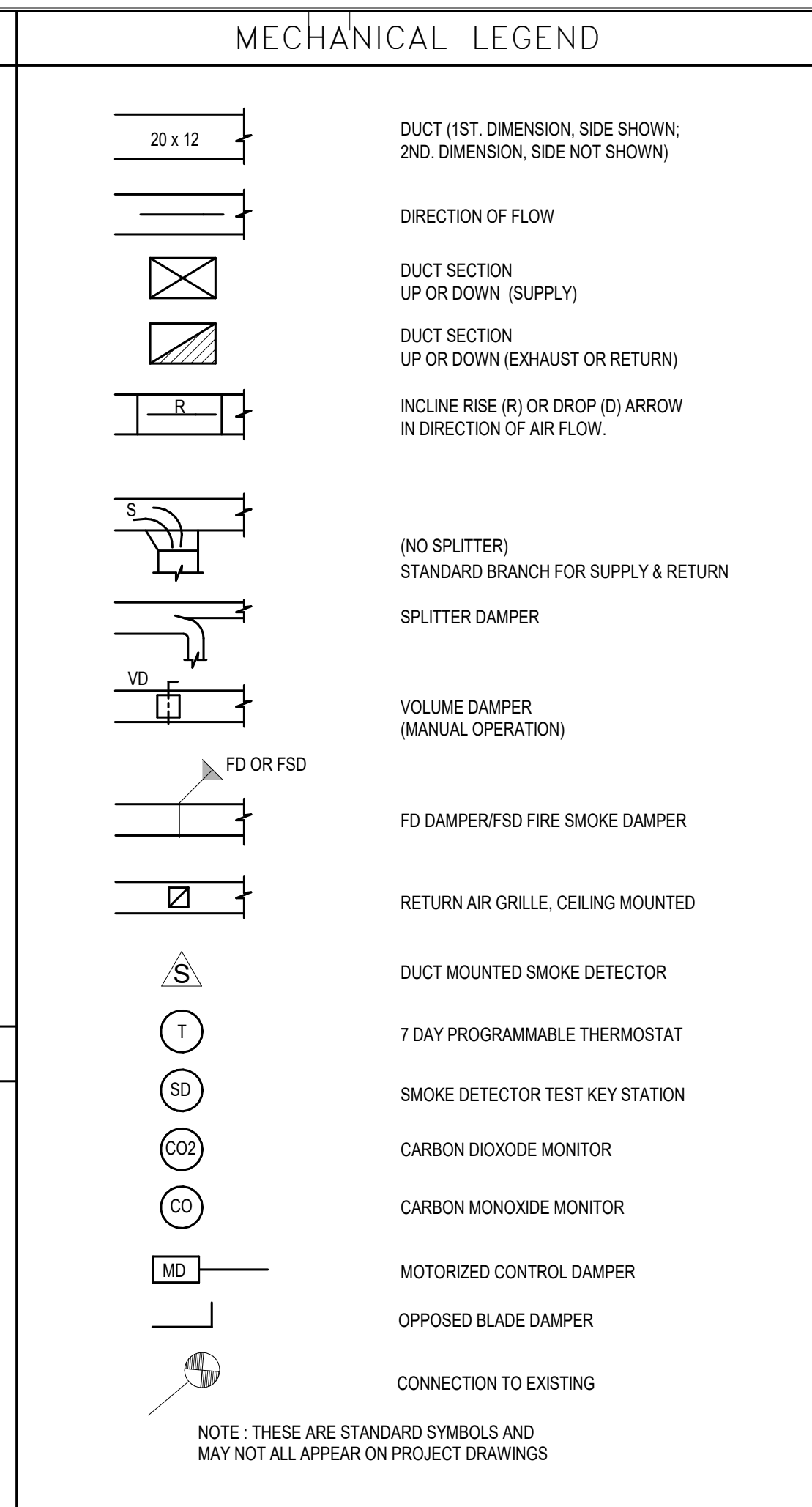
### MECHANICAL DEMOLITION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATION OF ALL DEMOLITION WORK WITH THE OWNER.
2. ANY CONFLICTS OR DISCREPANCIES ON THESE DRAWINGS SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION. CONFLICTS OR DISCREPANCIES PRESENTED AFTER BID SHALL BE RESOLVED AT THE TIME OF DISCOVERY.
3. THE CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE ALL WORK REQUIRED TO REMOVE THE FOLLOWING: EXISTING FANS, DUCTWORK AND ASSOCIATED PIPING, VALVES, HANGERS & DUCTING AS INDICATED ON DEMOLITION PLANS.
4. THE EXISTING EQUIPMENT SHALL BE REMOVED FROM THE AREABUILDING AND THE PREMISES AND SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
5. ALL CONSTRUCTION OPENINGS REQUIRED TO INSTALL PIPING AND EQUIPMENT SHALL BE CLOSED AND REFINISHED TO MATCH EXISTING.
6. ANY FIRE PROTECTION, PROOFING OR DEMISING WALLS DISRUPTED DURING CONSTRUCTION SHALL BE REPAIRED AND REFINISHED TO UL STANDARDS.
7. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO MINIMIZE ANY DISRUPTIONS AND/OR INCONVENIENCES TO THE OWNER AND OTHER TENANTS.

### AS-BUILT AND RECORD DRAWING NOTES

IN THE EVENT THAT THE INSTALLED SYSTEMS DEVIATE FROM THE ENGINEERED PLANS, THE DOCUMENTATION OF THESE DEVIATIONS SHALL FOLLOW THE PROCEDURE OUTLINED HEREIN AND SHALL COMPLY WITH THE ENGINEER'S RESPONSIBILITY RULES AS DEFINED IN STATUTE §161S-30.002

1. AS-BUILT DRAWINGS ARE PREPARED BY THE CONTRACTOR. THEY SHOW ON-SITE CHANGES TO THE ORIGINAL CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY AND COMPLETELY DOCUMENTING THE CHANGES.
2. THE CONTRACTOR SHALL RECORD ON THE AS-BUILTS THE NAME AND LICENSE NUMBER OF THE PERSON IN RESPONSIBLE CHARGE OF THE WORK PERFORMED, AND CERTIFY THAT THE AS-BUILT RECORDS ARE TRUE AND THOROUGH.
3. THE AS-BUILT DRAWINGS SHALL BE PRESENTED TO THE ENGINEER FOR REVIEW.
4. IF ACCEPTED BY THE ENGINEER, THE INFORMATION FROM THE AS-BUILTS SHALL BE INCORPORATED INTO THE ENGINEERED PLANS, AND THESE PLANS SHALL THEN BE RECORD DRAWINGS.
5. IN THE RECORD DRAWINGS, THE ENGINEER SHALL CLOUD AND TAG ALL INFORMATION INCORPORATED FROM THE AS-BUILTS. THE RECORD PLANS SHALL BE SIGNED AND SEALED TO CONFIRM TO THE AUTHORITY HAVING JURISDICTION THAT THE AS-BUILT RECORDS CONFORM TO REQUIRED CODE AND DESIGN STANDARDS.
6. THE RECORD PLANS SHALL CLEARLY INDICATE THAT THE ENGINEER RELIES ON THE CONTRACTOR FOR THE ACCURACY OF AS-BUILT INFORMATION, AND THAT THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION GIVEN TO THEM IN THE FORM OF AS-BUILTS.



### TEST & BALANCE NOTES

1. UPON COMPLETION OF THE INSTALLATION, AND BEFORE ISSUE OF FINAL C.O. FOR THE BUILDING, A TEST AND BALANCE SHALL BE PERFORMED AS PER FCBM §13-410.1 ABCD.4. THE REPORT SHALL BE APPROVED BY THE ENGINEER PRIOR TO THE JOB BEING ACCEPTED AS COMPLETE.
2. TEST & BALANCE COMPANY SHALL BE NEBB OR AABC CERTIFIED, AND CERTIFYING AGENCY PERFORMANCE GUARANTEE SHALL BE PROVIDED.
3. TEST AND BALANCE COMPANY SHALL REVIEW AND COMMENT ON MECHANICAL DRAWINGS AT TIME OF PERMIT APPLICATION. A "REDLINE" SET AND LIST OF COMMENTS SHALL BE ISSUED TO E.O.R. PRIOR TO ORDERING OF EQUIPMENT OR COMMENCEMENT OF WORK.
4. TEST & BALANCE REPORT SHALL INCLUDE AMBIENT WB & DB ENTERING & DISCHARGE CONDITIONS AT NEW UNIT.
5. BALANCE OF HYDRONIC EQUIPMENT SHALL BE PERFORMED VIA NEW PITOT BALANCE TUBE ACCESSES WITH DEDICATED BALANCING VALVES WITH SERVICE SHUTOFF VALVES FULLY OPEN.
6. TEST & BALANCE REPORT SHALL INCLUDE MOTOR RPM, PRESSURE READINGS BEFORE & AFTER UNIT, AND AMP DRAW.
7. BALANCING TOLERANCES SHALL BE +/-10% FOR INDIVIDUAL TERMINALS AND BRANCHES AND +/-5% FOR MAIN DUCTS/PIPES. FOR CRITICAL APPLICATIONS WHERE DIFFERENTIAL PRESSURES MUST BE MAINTAINED THE FOLLOWING CRITERIA APPLY:  
 POSITIVE ZONES: SUPPLY AIR 0 TO +10%    NEGATIVE ZONES: SUPPLY AIR 0 TO -10%  
 EXHAUST AIR 0 TO -10%    EXHAUST AIR 0 TO +10%

### HEAT LOAD SUMMARY

UNIT					
FLOOR AREA	SO. FT.	-			
OUTDOOR DRY BULB	DEG. F	-			
OUTDOOR WET BULB	DEG. F	-			
INDOOR DRY BULB	DEG. F	-			
TOTAL COOLING	MBH	-			
TOTAL SENSIBLE GAIN	MBH	-			
TOTAL HEATING	MBH	-			

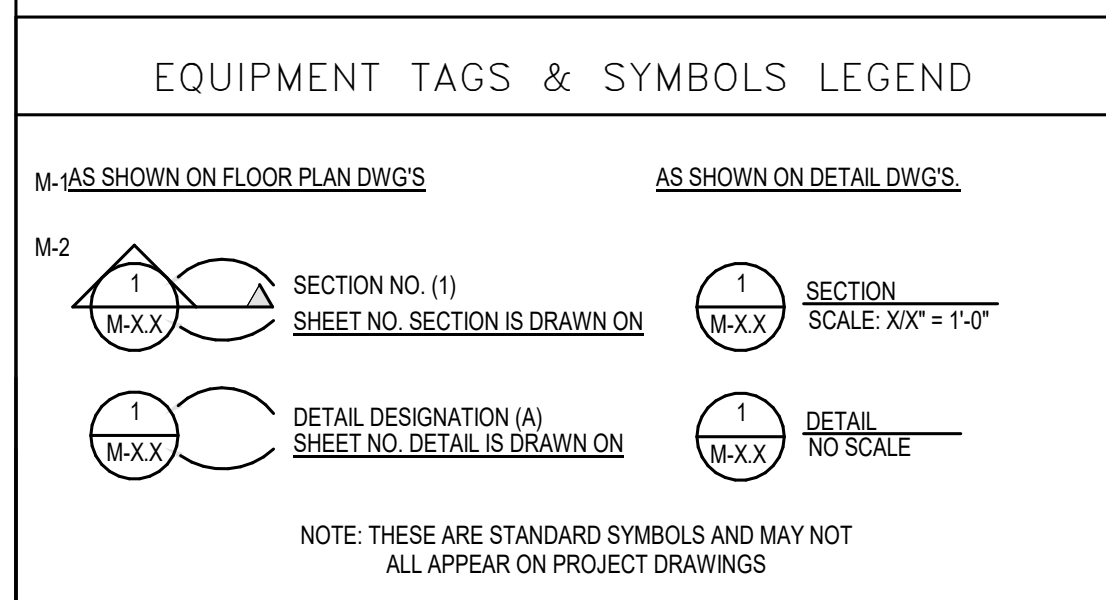
NOTE: HVAC SYSTEM HEAT LOADS MODELED USING CARRIER'S HOURLY ANALYSIS PROGRAM v4.5

### AIR DISTRIBUTION DEVICE SCHEDULE

MARK	USE	TYPE	SIZE & ACC.	MODEL
E1	EXHAUST	EGG CRATE DIFFUSER	000 to 250 CFM = 12x12 255 to 750 CFM = 18x18 755 to 1250 CFM = 24x24	TITUS 50F SEE NOTE 2

NOTES:  
 1. PROVIDE WITH BUTTERFLY DAMPER AND 2x2 LAY IN MODULE FOR USE WITH DROP CEILINGS; FOR DEVICES MOUNTED IN HARD CEILINGS PROVIDE FLUSH MOUNTING.  
 2. AIR DEVICE MOUNTED IN DROP CEILING TILE TO BE SUSPENDED FROM ABOVE SO AS TO NOT DAMAGE OR DEFLECT CEILING TILE.  
 3. ALL EXHAUST & SIA DEVICES TO INCLUDE OPTIONAL O.B.D. FACTORY DAMPER IN THROAT OF DEVICE.

DIFFUSER SYMBOL KEY:  
 A) TOP DESIGNATOR IS DEVICE TYPE  
 B) BOTTOM DESIGNATOR FOR SUPPLY & EXHAUST IS DEVICE CFM  
 C) FOR RETURN DEVICES ONLY, BOTTOM DESIGNATOR IS NOMINAL DEVICE SIZE



### MINI SPLIT DX UNIT SCHEDULE

UNIT DESIGNATION	MS-1				
AREA SERVED	CONCESSION				
MANUFACTURER	MITSUBISHI				
AHU MODEL #	MSY-GL12NA				
CU MODEL #	MUY-GL12NA				
ARI RATED SEER	23.1				
NOMINAL TONNAGE	1 TON				
TOTAL CAPACITY MBH	13.6				
SENSIBLE CAPACITY	10.4				
HEAT CAPACITY KW	N/A				
TOTAL CFM	400				
O/A CFM	-				
E.A.T.	80/67 °F				
L.A.T.	-				
E.S.P.	N/A				
AHU MOTOR HP/AMPS	0.76				
UNIT VOLTAGE	208-230/360				
AHU MCA/ MOCP	1/15				
CU MCA/ MOCP	7/15				
AHU/ CU UNIT LBS	22 / 81				
REFR. TYPE	R410A				
REFR. LINE SIZES	1/4" 3/8"				

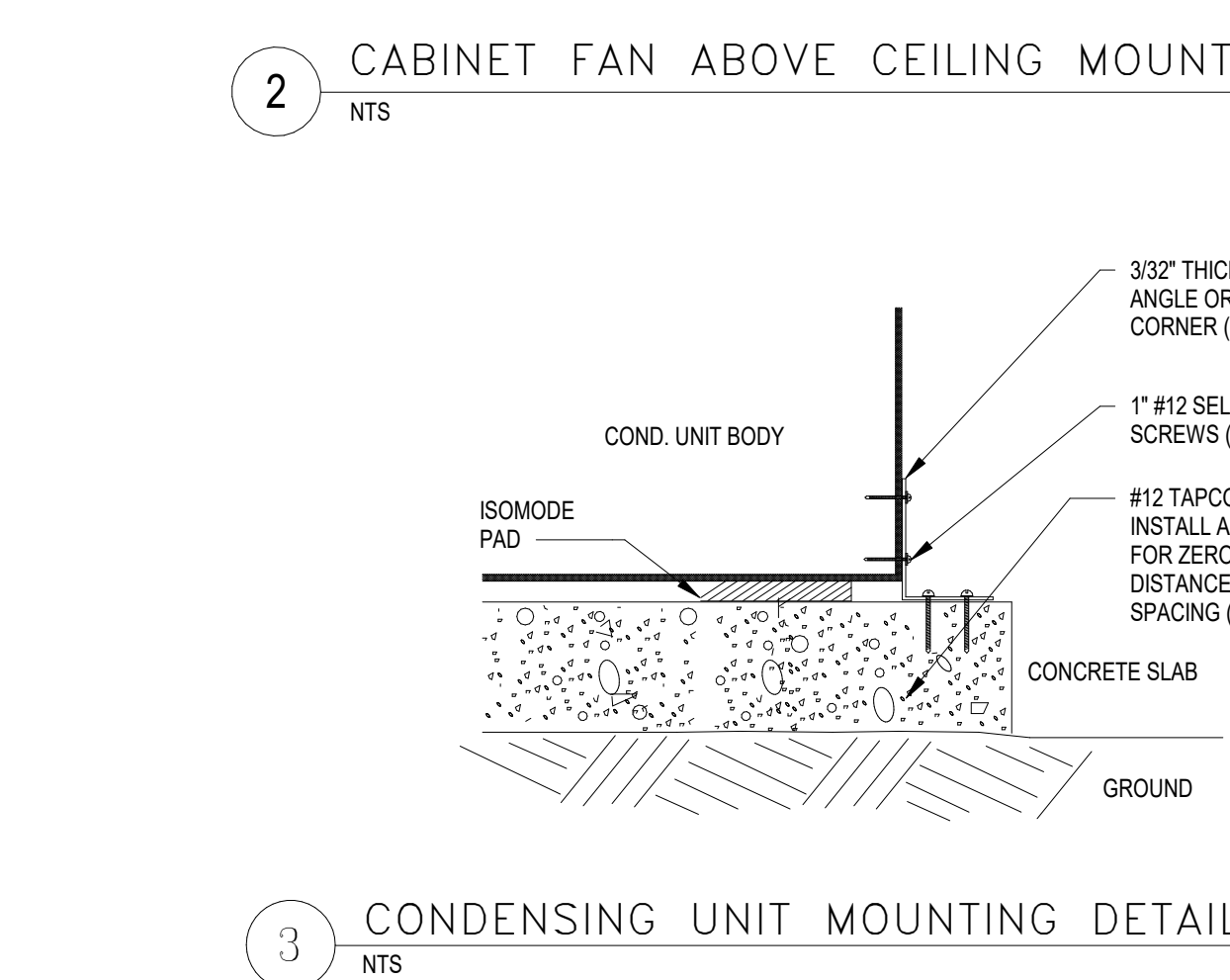
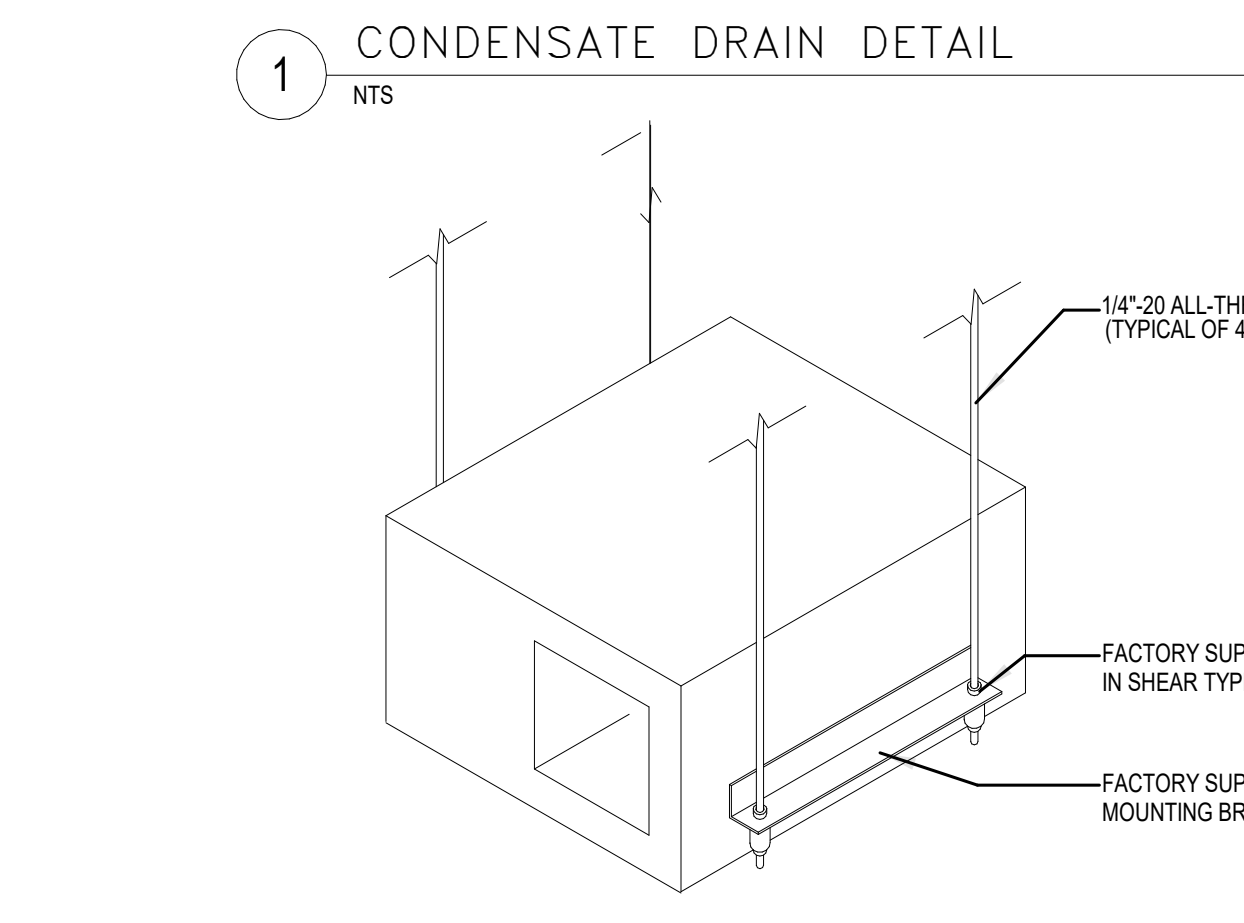
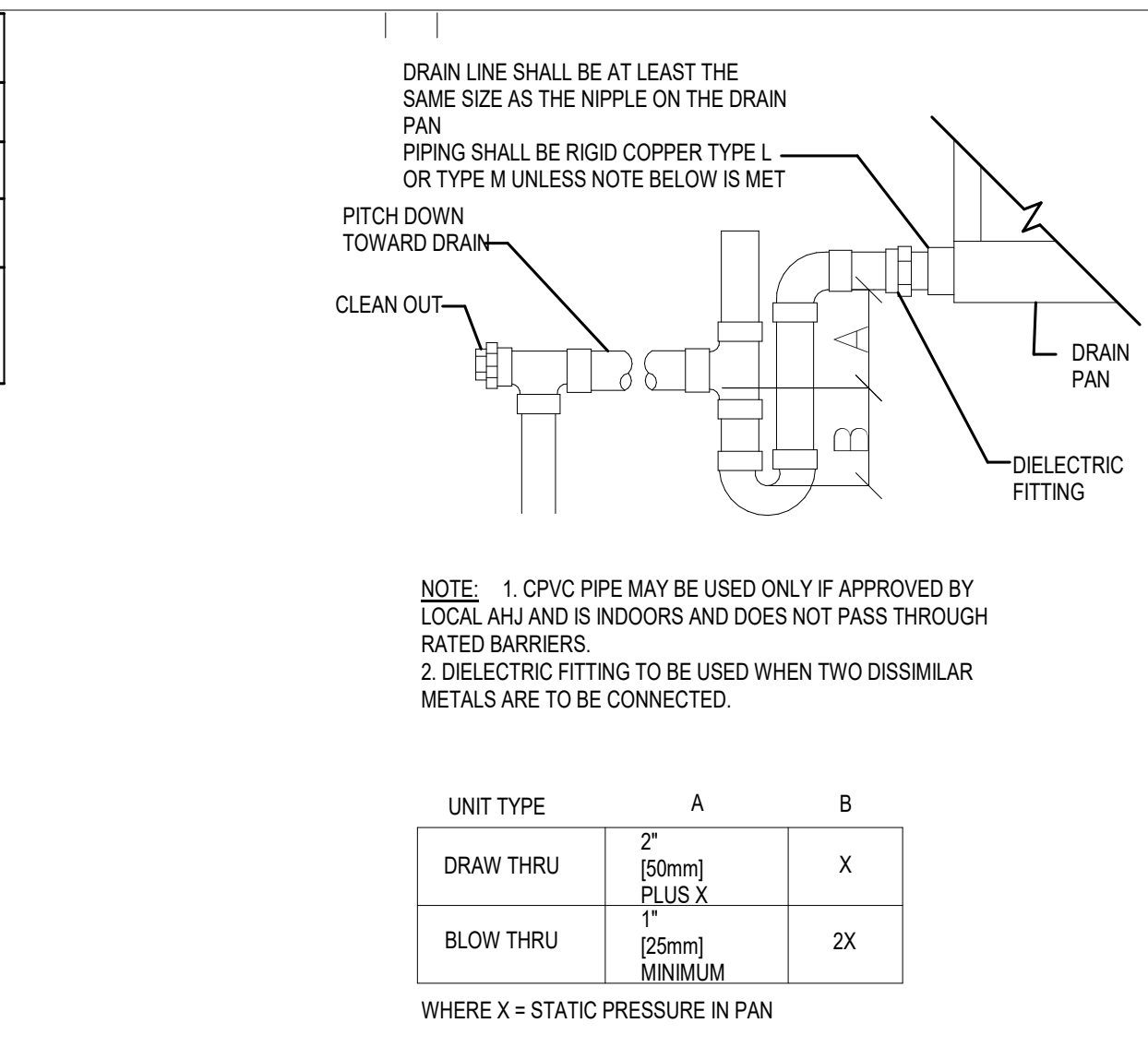
NOTES:  
 1. UNIT CONFIGURATION IS WALL MOUNTED  
 2. PROVIDE SECONDARY CONDENSATE OVERFLOW SWITCH; SWITCH TO SHUT DOWN AC UNIT WHEN ACTIVATED.

### DRAWING INDEX

M-1	NOTES & SCHEDULES
M-2	MECHANICAL NEW WORK PLAN

### VENTILATION NOTE

SPACE SIZE AND USE IS UNCHANGED, THEREFORE EXISTING OA IS ADEQUATE. RECONNECT R/A TO O/A AND VERIFY OPERATION OF MOTORIZED DAMPER.



### REVISIONS

NO.	TITLE	DATE

### ISSUANCES

DATE	BID PERMIT	TITLE

Harold Grimes Memorial Park  
 Pavilion Modifications, Alterations & Additions  
 Lake Worth Beach, FL 33460

NOTES & SCHEDULES

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**ELLIS CONSULTING**  
 ENGINEERING FOR TODAY'S BUILT ENVIRONMENT

1106B NORTH G STREET  
 LAKE WORTH, FL 33460  
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 www.ellis.consulting

DAVID R. MILLER AR 9417  
 STATE OF FLORIDA

BEN ELLIS, PE  
 LICENSED ENGINEER #97968  
 STATE OF FLORIDA  
 CERT. OF AUTH. #22959  
 C.P. #22012

DATE

DRAWN BY: xxx  
 CHECKED BY: xxx  
 SCALE: AS NOTED  
 DATE: xx.xx.xxxx

SHEET NUMBER  
**M-1**

REVISIONS		
NO.	TITLE	DATE

ISSUANCES		
DATE	BID	TITLE
	PERMIT	
	CONSTRUCTION	

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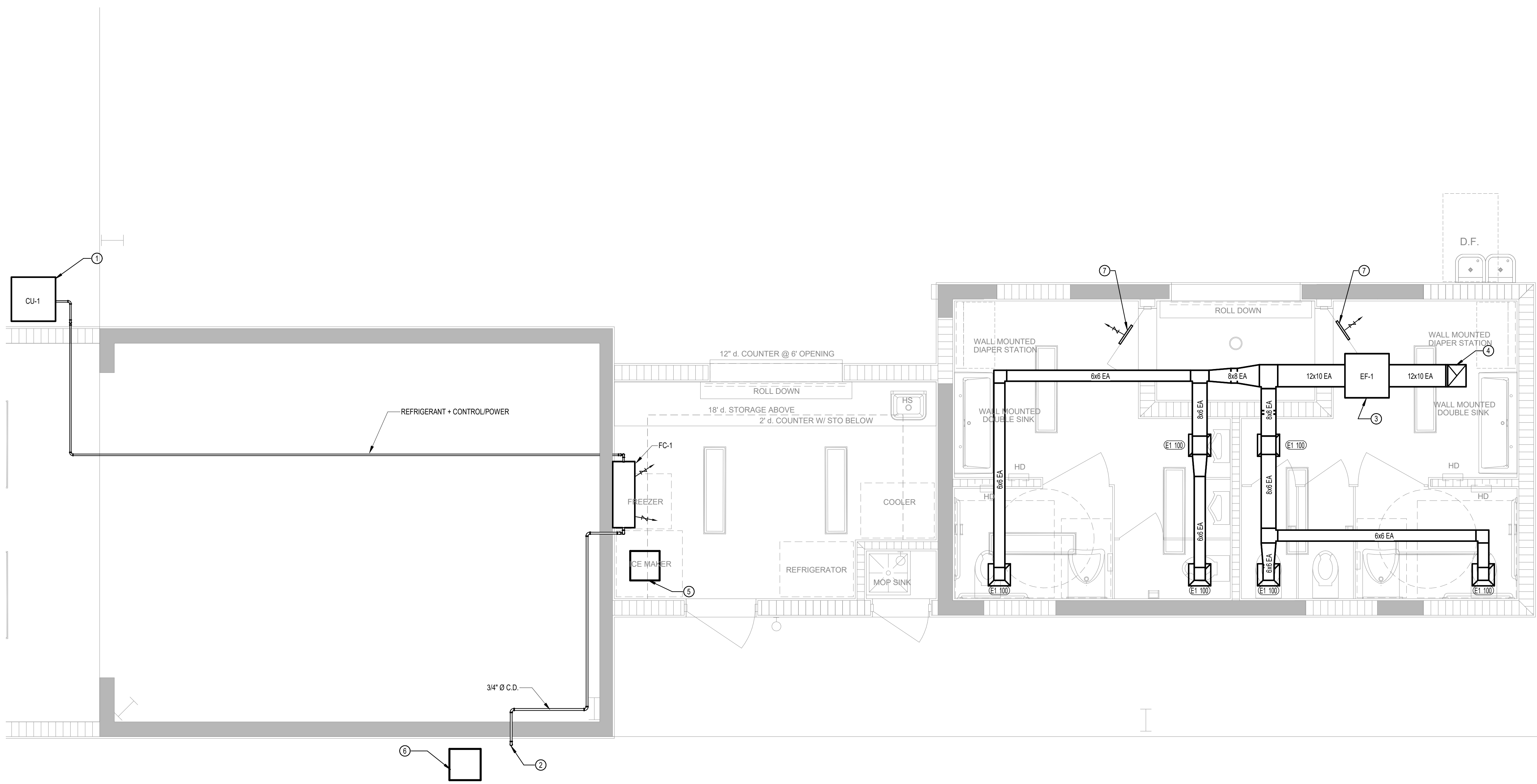
MECHANICAL NEW WORK PLAN

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- ### KEYED NOTES
- NEW CU ON CONCRETE PAD. PAD TO EXTEND 6" PAST UNIT ON ALL SIDES
  - CONDENSATE TO RUN TO GREEN SPACE
  - EF ABOVE CEILING. EF TO INTERLOCK W/ OVERLOAD DOOR TO RUN WHEN DOOR IS OPEN
  - EIA UP TO NEW GOOSENECK ON ROOF
  - NEW ICE MAKER W/ REMOTE CONDENSER, MANITOWOC IT1200C. INSTALL REMOTE LINE KIT AND CHARGE W/ REFRIGERANT AS REQUIRED.
  - REMOTE ICE MACHINE CONDENSER, MANITOWOC CVD OR EQUAL. SEE NOTES. NEW CU CONCRETE PAD. PAD TO EXTEND TO EXTEND 6" PAST UNIT ON ALL SIDES.
  - PROVIDE 18X18 LAYER IN DOOR



**MECHANICAL PLAN**  
3/8" = 1'-0"

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SHEET NUMBER  
**M-2**



### PLUMBING GENERAL NOTES

- ALL WORK SHALL BE PERFORMED BY A LICENSED CONTRACTOR IN A FIRST CLASS WORKMAN LIKE MANNER. CONTRACTOR SHALL MEET ALL REQUIREMENTS SET FORTH BY ANY LOCAL ORDINANCE AND OR GOVERNING AUTHORITIES.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE NATIONAL, STATE, AND LOCAL CODES, AND ORDINANCES.
- CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS, AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK SHOWN AND/OR NOTED ON THE DRAWINGS.
- PLUMBING DRAWINGS ARE DIAGRAMMATIC IN NATURE. CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND VERIFY ALL CONDITIONS, LOCATIONS, DIMENSIONS AND COUNTS AS SHOWN AND/OR NOTED ON THE DRAWINGS. THIS SHALL INCLUDE ANY AND ALL FABRICATIONS REQUIRED PRIOR TO INSTALLATION.
- CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN (1) YEAR FROM DATE OF ACCEPTANCE, UNLESS INDICATED OR SPECIFIED OTHERWISE.
- CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR TO ORIGINAL CONDITION ANY AND ALL DAMAGES TO BUILDING SURFACES, EQUIPMENT, AND FURNISHINGS CAUSED DURING PERFORMANCE OF WORK.
- LOCATION OF PLUMBING ROUGH-IN MAY CHANGE. VERIFY EXACT LOCATION WITH ARCHITECT/ENGINEER PRIOR TO INSTALLATION. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.
- ALL MATERIALS SHALL BE NEW AND SHALL BEAR UNDERWRITER'S LABEL WHERE APPLICABLE.
- DUE TO THE DIAGRAMMATIC NATURE OF ENGINEERING DRAWINGS, NOT ALL OFFSETS, ELEVATION CHANGES, AND FIELD CONDITIONS ARE DEPICTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH OTHER TRADES AND CONDITIONS IN THE FIELD.
- NOT ALL ACCESSORIES AND APPURTENANCES REQUIRED FOR A COMPLETE AND FUNCTIONING SYSTEM ARE ILLUSTRATED IN DETAIL. IN ENGINEERING DRAWINGS, THE COMPLETED SYSTEMS DEPICTED IN THESE DRAWINGS SHALL BE FULLY OPERATIONAL WITH ALL ACCESSORIES AND APPURTENANCES REQUIRED FURNISHED AND INSTALLED BY THE CONTRACTOR.
- ALL EXCAVATION AND BACKFILL AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE A PART OF THE WORK.
- CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS, AND TESTING.
- IF THE CONTRACTOR PROPOSES TO USE ANY ARTICLE, DEVICE, PRODUCT, OR MATERIALS WHICH ARE NOT AS SPECIFIED, THE CONTRACTOR SHALL BE RESPONSIBILITY TO PROVE TO THE ARCHITECT/ENGINEER THAT THE PROPOSED SUBSTITUTION IS EQUAL.
- ARCHITECTURAL AND/OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR MAY RESULT IN ADDITIONAL SERVICES FEES BY THE A/E PROFESSIONAL.
- THE CONTRACTOR SHALL FURNISH ALL WATER METERS UNLESS OTHERWISE NOTED.
- ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
- VERIFY LOCATION, SIZE, ELEVATION, MATERIALS, AND PRESENT STATE OF ALL EXISTING UTILITIES.
- INSTALL READILY ACCESSIBLE BALL VALVES IN ALL BRANCH WATER LINES SERVING ANY ROOM HAVING PLUMBING FIXTURES. ALL FIXTURES SHALL BE PROVIDED WITH READILY ACCESSIBLE VALVES.
- MAIN WATER SUPPLY SHALL BE EQUIPPED WITH A BACKFLOW PREVENTER.
- ALL THREADED WATER OUTLETS (EXCEPT FOR AUTOMATIC CLOTHES WASHERS) SHALL BE FURNISHED WITH WATTS #BA APPROVED VACUUM BREAKERS.
- FURNISH AND INSTALL APPROVED WATER HAMMER ARRESTORS ON QUICK CLOSING VALVES, NEAR THE FIXTURES IN AN EFFECTIVE RANGE.
- WHERE DISSIMILAR METALS ARE TO BE JOINED, APPROVED INSULATING UNIONS SHALL BE USED.
- THE CONTRACTOR SHALL KEEP ALL AREAS IN WHICH WORK IS BEING PERFORMED FREE FROM DEBRIS AT ALL TIMES AND SAID AREAS SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORKING DAY.
- THE CONTRACTOR SHALL FURNISH A COMPLETE SET OF AS-BUILT DRAWINGS, SHOWING ALL CHANGES AND DEVIATIONS, TO THE ARCHITECT/ENGINEER PRIOR TO COMPLETION OF THE PROJECT. AUTHORITY HAVING JURISDICTION OR BUILDING DEPARTMENT ACCEPTANCE OF FIELD REVISIONS IS NOT A SATISFACTORY CONDITION OF PROJECT COMPLETION. PROJECT COMPLETION IS UPON E.O.R. ACCEPTANCE OF ANY AS-BUILT CONDITIONS OR DEVIATION FROM APPROVED PLANS.

### MATERIAL SPECIFICATIONS

- DOMESTIC WATER SHALL BE HARD COPPER PIPE TYPE "L" ANSI / ASTM B-88 WITH WROUGHT-COPPER SOLDER JOINTS FITTINGS ASTM B-16.22 BELOW GRADE PIPING SHALL BE TYPE "K" ANSI / ASTM SOFT COPPER WITH NO JOINTS OR FITTINGS BELOW GRADE.
- SOIL, WASTE, VENT AND RAINWATER PIPING SHALL BE CAST IRON NO HUB 301-72 ABOVE GRADE. MECHANICAL JOINTS W/ S. CLAMPS BELOW GRADE. ABOVE 10 FLOORS CLAMPS SHALL BE HUSKY ORANGE SHIELD HD4000. SUBSTITUTES MAY INCLUDE CLAMP-ALL 125 AND MG.
- SCHEDULE 40 PVC D.W.V. MAY BE USED ON SANITARY, STORM DRAINS, AND CONDENSATE LINES WHERE LOCAL CODE AND ORDINANCES WILL ALLOW. PVC MAY NOT BE USED IN ANY MECHANICAL ROOMS OR IN ANY RETURN AIR PLENUMS AND MAY NOT PENETRATE WALL OR FLOORS. PVC MAY NOT BE INSTALLED IN ANY GARAGE SPACES.
- DOMESTIC HOT WATER PIPING ABOVE GRADE TO BE INSULATE LINES WITH 1" THICK PREFORMED ARMAFLEX PIPE INSULATION.
- UNDERGROUND COPPER PIPING SHALL BE INSTALLED BELOW GRADE SHALL BE INCASED A BLACK POLYETHYLENE PLASTIC SLEEVE CONTINUOUS, TO EXTEND 6" (SIX INCHES) ABOVE FLOOR SLAB. NO FITTINGS SHALL BE INSTALLED BELOW GRADE WITHOUT DIRECTION APPROVAL AND UNDER THE DIRECTION OF ENGINEERS OF RECORD DIRECT PROVISIONS.

### PLUMBING SYMBOL LEGEND

PLUMBING PIPING SYMBOLS	
	DOMESTIC COLD WATER, COLD WATER
	DOMESTIC HOT WATER
	DOMESTIC HOT WATER RETURN
	SANITARY SEWER
	SANITARY SEWER, BELOW GRADE
	STORM WATER
	STORM WATER, BELOW GRADE
	EXISTING PIPING TO REMAIN
	DEMOTES TO BE REMOVED, AND DEAD ENDS TO BE CAPPED WITH IN 5' FT OF BRANCH.
GENERAL PLUMBING SYMBOLS	
	DIRECTION OF PIPE PITCH (DOWN)
	DIRECTION OF FLOW
	ANCHOR
	REDUCER OR INCREASER
	ECCENTRIC REDUCER
	TOP CONNECTION, 45° OR 90°
	BOTTOM CONNECTION, 45° OR 90°
	SIDE CONNECTION
	CAPPED OUTLET
	RISE OR DROP IN PIPE
	UNION
	PIPE UP
	PIPE DOWN
	POINT OF CONNECTION BETWEEN NEW AND EXISTING WORK
	LIMIT OF DEMOLITION
	INVERTED BUCKET TRAP SET INCLUDING PIPING ACCESSORIES
	FLOAT & THERMOSTATIC TRAP SET INCLUDING PIPING ACCESSORIES
	STRAINER
	THERMOMETER
	PRESSURE GAGE
	FLOW ELEMENT
	CLEAN OUT
	HOSE BIB
PLUMBING VALVE SYMBOLS	
	PRESSURE REDUCING VALVE
	FULL PORT BALL VALVE
	GLOBE VALVE
	BALL VALVE WITH 3/4" HOSE ADAPTER
	CHECK VALVE
	ANGLE GLOBE VALVE
	BUTTERFLY VALVE
	MODULATING CONTROL VALVE
	MODULATING CONTROL VALVE
	TWO POSITION CONTROL VALVE
	THREE-WAY MODULATING CONTROL VALVE
	THREE-WAY TWO POSITION CONTROL VALVE
	PRESSURE REGULATING VALVE
	AUTOMATIC FLOW CONTROL VALVE
	PRESSURE RELIEF VALVE
	MANUAL AIR VENT
	TEST PLUG (PRESSURE/TEMPERATURE)
	AUTOMATIC AIR VENT

NOTE: THESE ARE STANDARD SYMBOLS AND MAY NOT ALL APPEAR ON PROJECT DRAWINGS

### DRAWING INDEX

P-1	NOTES & SCHEDULES						
P-2	PLUMBING PLAN						
<b>WATER HAMMER ARRESTOR – PIPING SCHEDULE</b>							
SELECTION BASE ON ZURN MANUFACTURING SHOKSTOP DATA :							
MFG.CAT.	TYPE NO.	100	200	300	400	NOTE: **	
P. D. I.	SYSTEM	A	B	C	D		
FIXTURE	UNIT RATING	1 - 11	12 - 32	33 - 60	60 - 113	REMARKS:	
SYMBOL	Z-1700	88 F.U.	256 F.U.	490 F.U.	904 F.U.	NOTE: **	
<b>PLUMBING FIXTURE SCHEDULE</b>							
MARK							
P-1	ADA WATER CLOSET	MADERA 2857.128 1.28 GPF WATER CLOSET	2	C.W. - 1/2"	H.W. - 1/2"	TRAP - INTEGRAL	1,2,3,4,5
P-2	ADA LAVATORY WALL HUNG	LUCERNE 0356.041 WITH AMERICAN STANDARD 1340.225 METERING FAUCET	2	C.W. - 1/2"	H.W. - 1/2"	TRAP - INTEGRAL	1,2,3,4,5
P-3	WALL MOUNTED DOUBLE SINK	SEE ARCHITECTURAL PLANS	2	C.W. - 1/2"	H.W. - 1/2"	TRAP - INTEGRAL	1,2,3,4,5
P-4	URINAL	MAYBROOK 6581.001EC TOP SPUD WITH EVERCLEAN URINAL	2	C.W. - 1/2"	H.W. - 1/2"	TRAP - INTEGRAL	1,2,3,4,5
P-5	HAND SINK	DECORUM 9024.001EC WALL-HUNG LAVATORY WITH MONTERREY 7500.170 TWO-HANDLE FAUCET	2	C.W. - 1/2"	H.W. - 1/2"	TRAP - INTEGRAL	1,2,3,4,5
P-6	MOP SINK	MUSTEE MOP SERVICE BASIN MODEL 63M	2	C.W. - 1/2"	H.W. - 1/2"	TRAP - INTEGRAL	1,2,3,4,5
P-7	WATER FOUNTAIN	ELKAY LZSTLWSSP 8 GPH BOTTLE FILLING STATION	2	C.W. - 1/2"	H.W. - 1/2"		1,2,3,4,5
<b>NOTE:</b>							
1. FIXTURE FINISH & COLOR AS PER ARCHITECTURAL / OWNER APPROVAL.							
2. PROVIDE ACCESS PANELS FOR EACH SET OR GANG OF VALVES.							
3. SINK TO HAVE 3-HOLE 4" O.C. CONFIGURATION.							
4. PROVIDE AND INSTALL TRAP AND SUPPLY LINE INSULATION KIT FOR ADA LAVATORY WITH FACTORY TRAP GUARD.							
5. ALL PLUMBING FIXTURES & FIXTURE FITTINGS SHALL COMPLY WITH FBC PLUMBING TABLE SEC.604.4 & SEC.604.							
<b>AS-BUILT AND RECORD DRAWING NOTES</b>							
IN THE EVENT THAT THE INSTALLED SYSTEMS DEVIATE FROM THE ENGINEERED PLANS, THE DOCUMENTATION OF THESE DEVIATIONS SHALL FOLLOW THE PROCEDURE OUTLINED HEREIN AND SHALL COMPLY WITH THE ENGINEER'S RESPONSIBILITY RULES AS DEFINED IN STATUTE 61G15-30.002							
1. AS-BUILT DRAWINGS ARE PREPARED BY THE CONTRACTOR. THEY SHOW ON-SITE CHANGES TO THE ORIGINAL CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY AND COMPLETELY DOCUMENTING THE CHANGES.							
2. THE CONTRACTOR SHALL RECORD ON THE AS-BUILTS THE NAME AND LICENSE NUMBER OF THE PERSON IN RESPONSIBLE CHARGE OF THE WORK PERFORMED, AND CERTIFY THAT THE AS-BUILT RECORDS ARE TRUE AND THOROUGH.							
3. THE AS-BUILT DRAWINGS SHALL BE PRESENTED TO THE ENGINEER FOR REVIEW.							
4. IF ACCEPTED BY THE ENGINEER, THE INFORMATION FROM THE AS-BUILTS SHALL BE INCORPORATED INTO THE ENGINEERED PLANS, AND THESE PLANS SHALL THEN BE RECORD DRAWINGS.							
5. IN THE RECORD DRAWINGS, THE ENGINEER SHALL CLOUD AND TAG ALL INFORMATION INCORPORATED FROM THE AS-BUILTS. THE RECORD PLANS SHALL BE SIGNED AND SEALED TO CONFIRM TO THE AUTHORITY HAVING JURISDICTION THAT THE AS-BUILT RECORDS CONFORM TO REQUIRED CODE AND DESIGN STANDARDS.							
6. THE RECORD PLANS SHALL CLEARLY INDICATE THAT THE ENGINEER RELIES ON THE CONTRACTOR FOR THE ACCURACY OF AS-BUILT INFORMATION, AND THAT THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION GIVEN TO THEM IN THE FORM OF AS-BUILTS.							

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NO.	TITLE	DATE

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Pavilion Modifications, Alterations & Additions**  
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NOTES & SCHEDULES

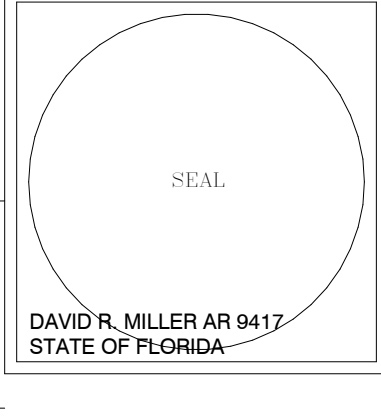
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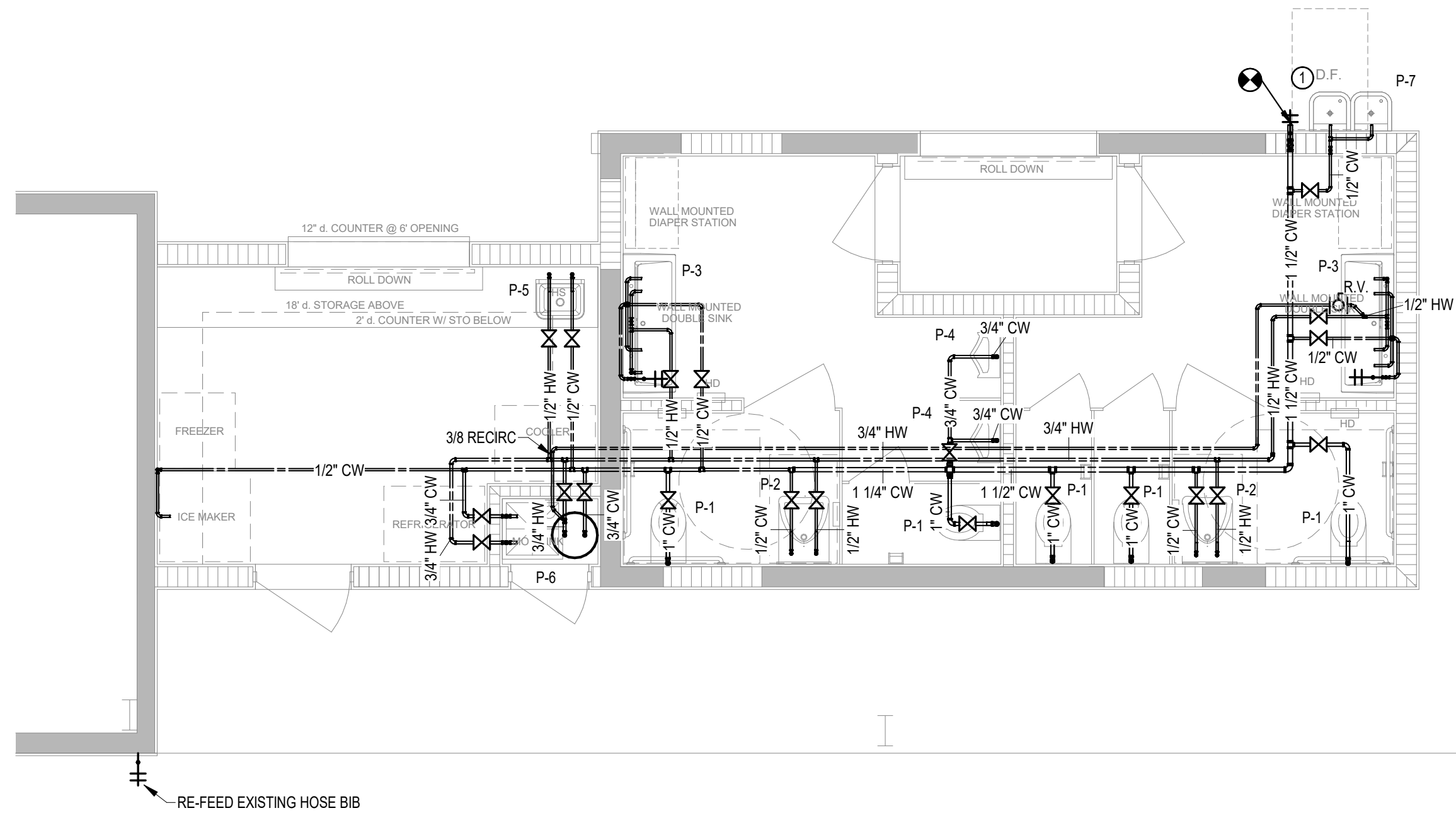
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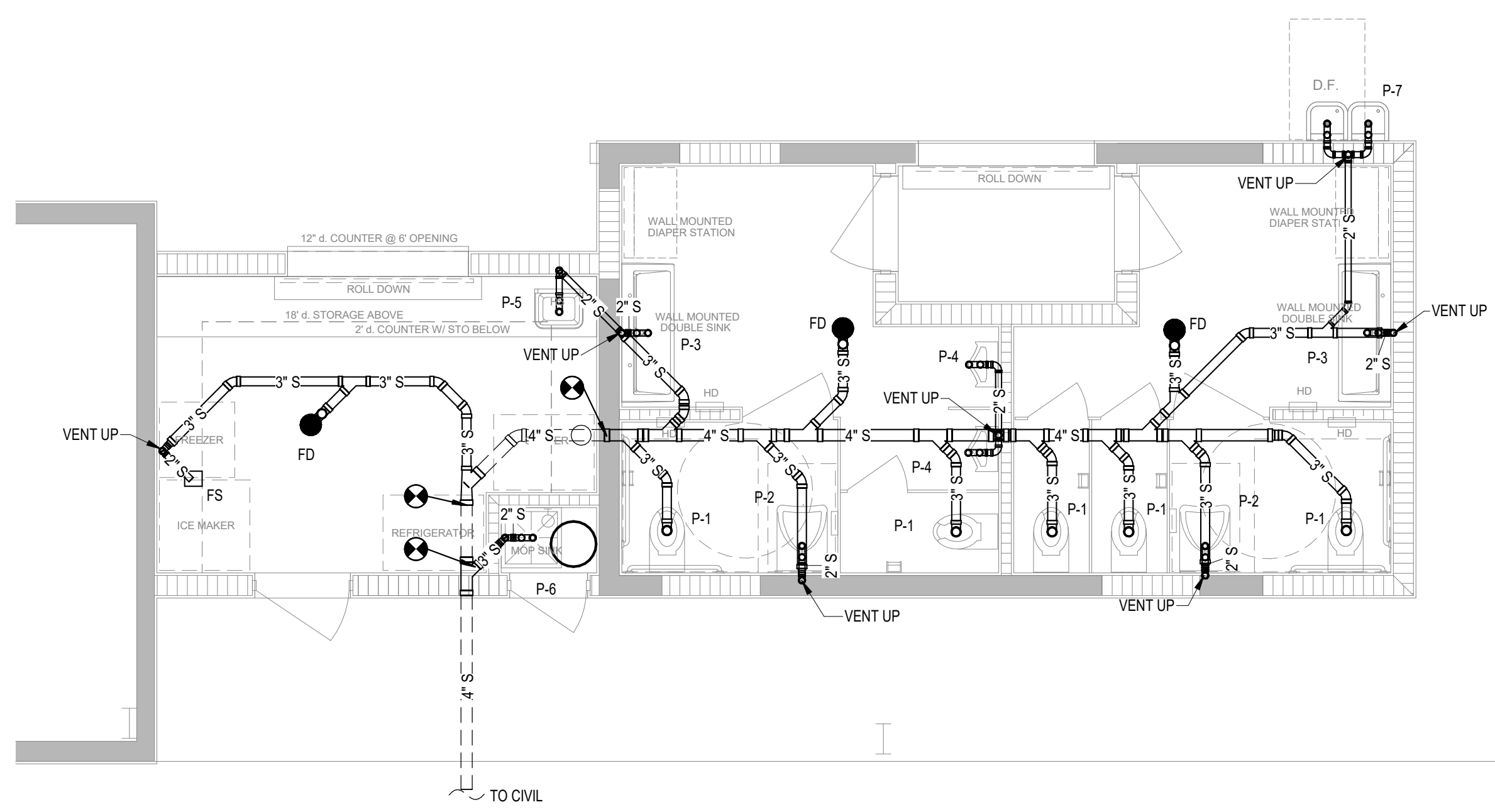
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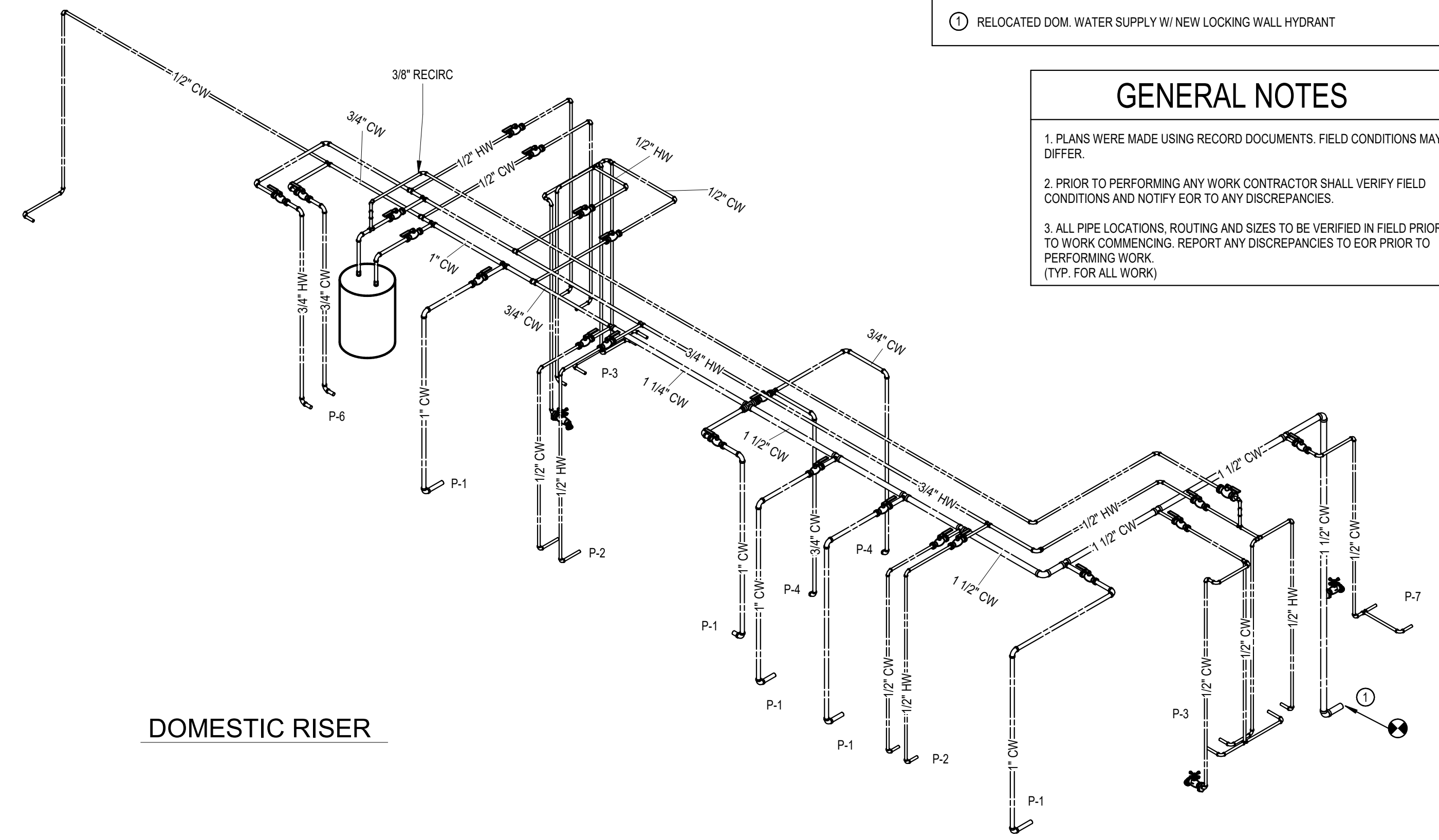
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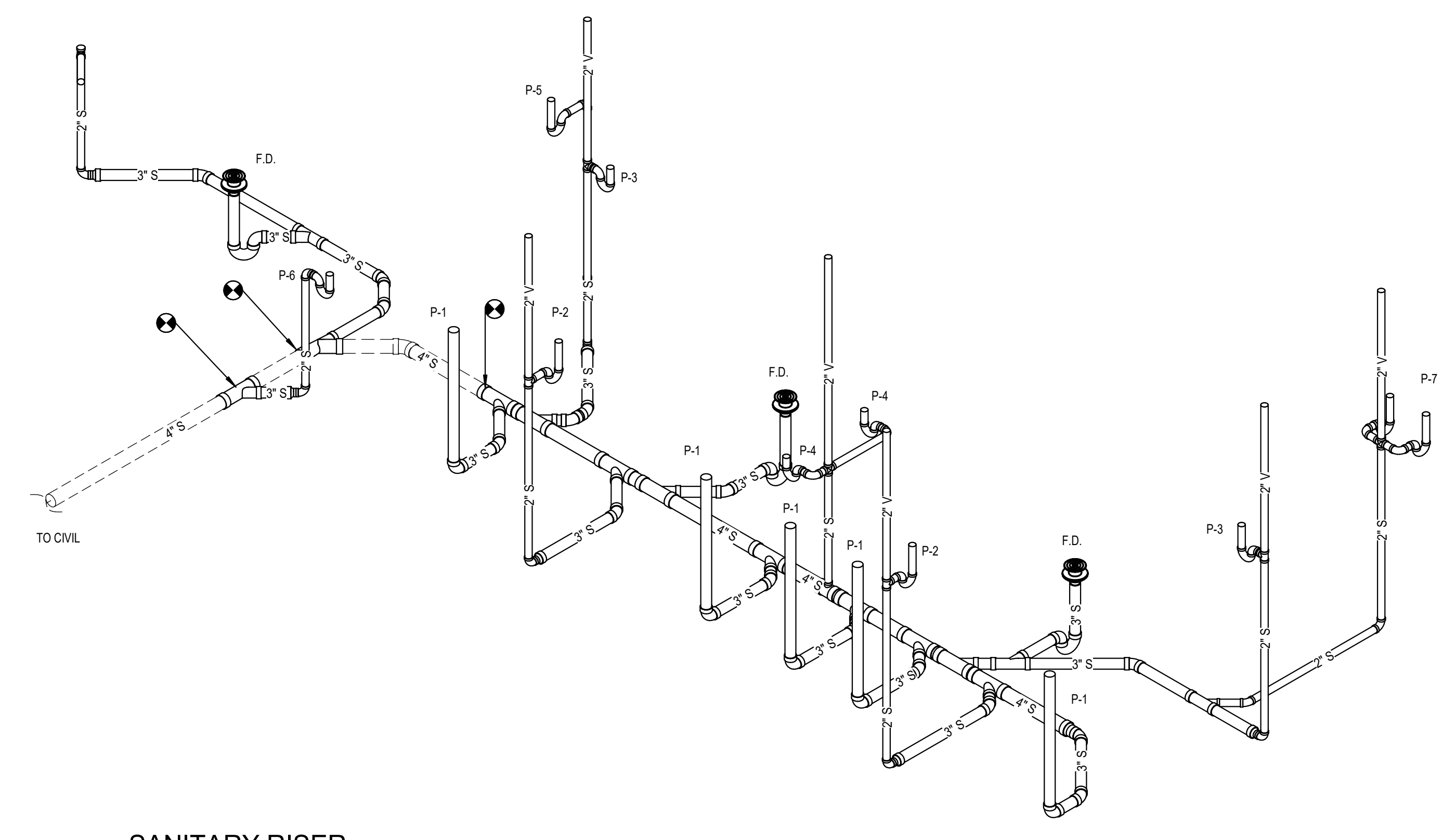
**NEW DOMESTIC PLAN**  
1/4" = 1'-0"



**NEW SANITARY PLAN**  
1/4" = 1'-0"



**DOMESTIC RISER**



**SANITARY RISER**

**KEYED NOTES**

① RELOCATED DOM. WATER SUPPLY W/ NEW LOCKING WALL HYDRANT

**GENERAL NOTES**

1. PLANS WERE MADE USING RECORD DOCUMENTS. FIELD CONDITIONS MAY DIFFER.
2. PRIOR TO PERFORMING ANY WORK CONTRACTOR SHALL VERIFY FIELD CONDITIONS AND NOTIFY EOR TO ANY DISCREPANCIES.
3. ALL PIPE LOCATIONS, ROUTING AND SIZES TO BE VERIFIED IN FIELD PRIOR TO WORK COMMENCING. REPORT ANY DISCREPANCIES TO EOR PRIOR TO PERFORMING WORK (TYP. FOR ALL WORK)

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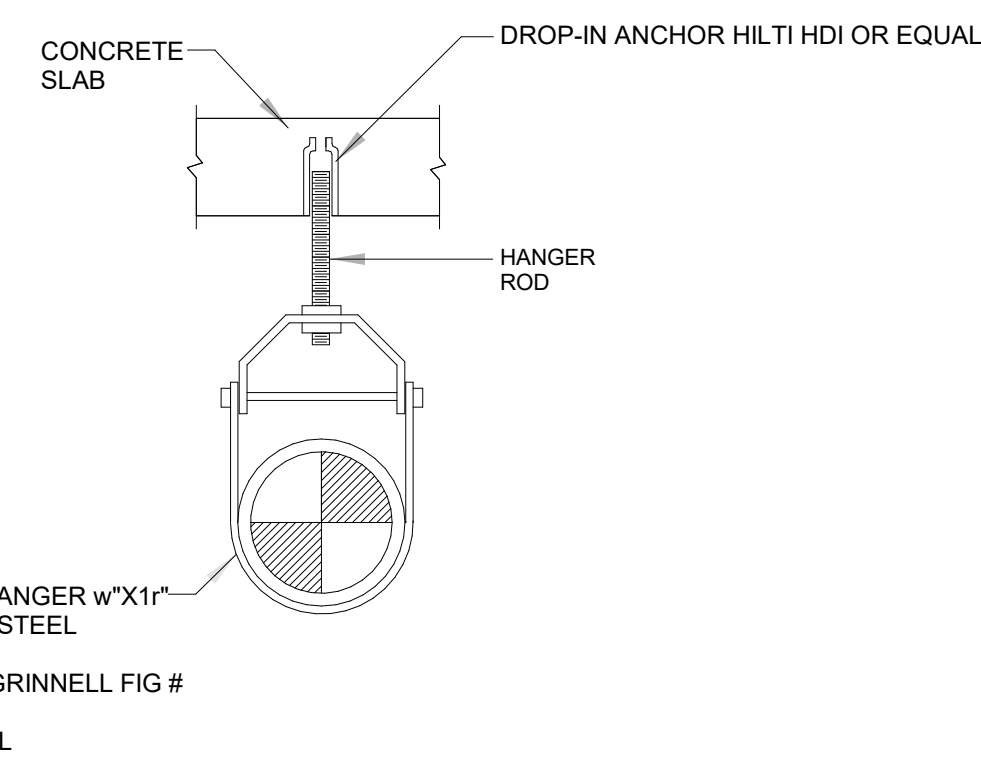
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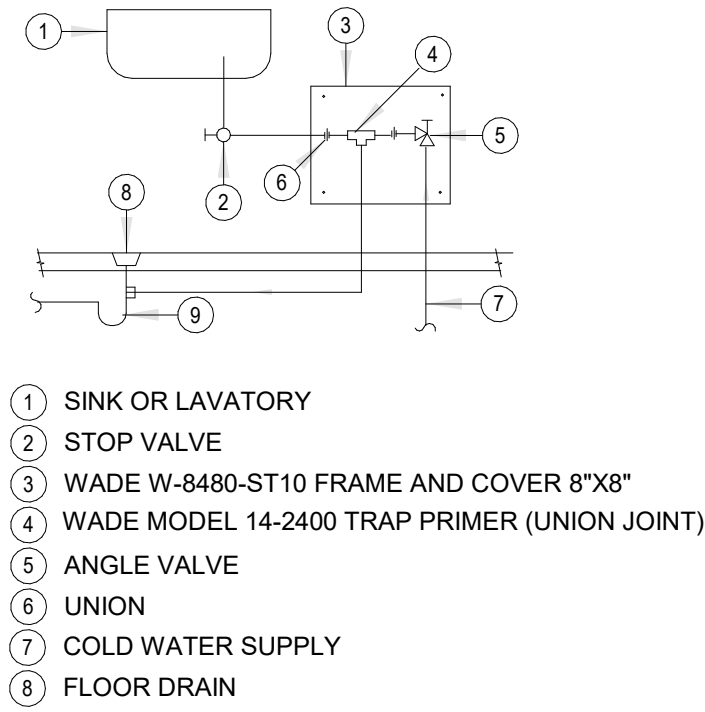
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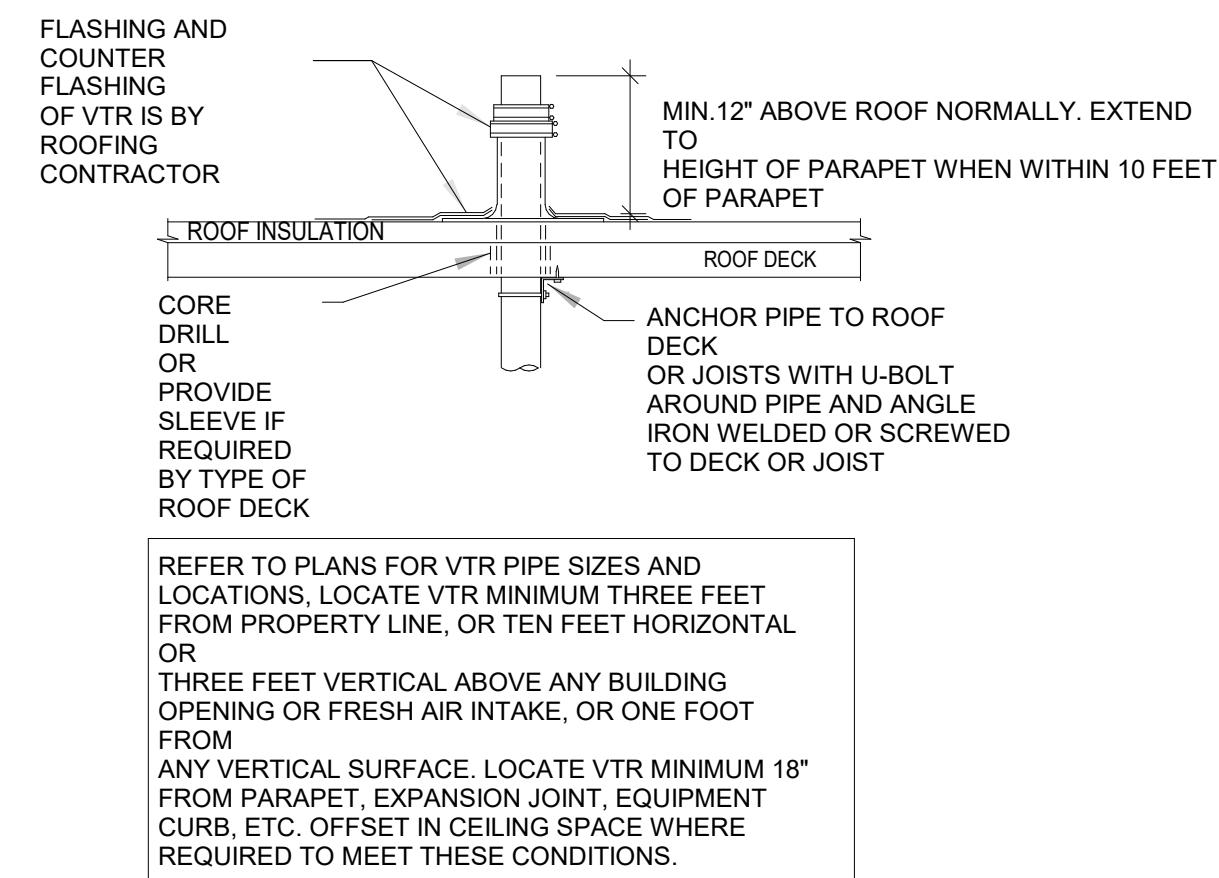
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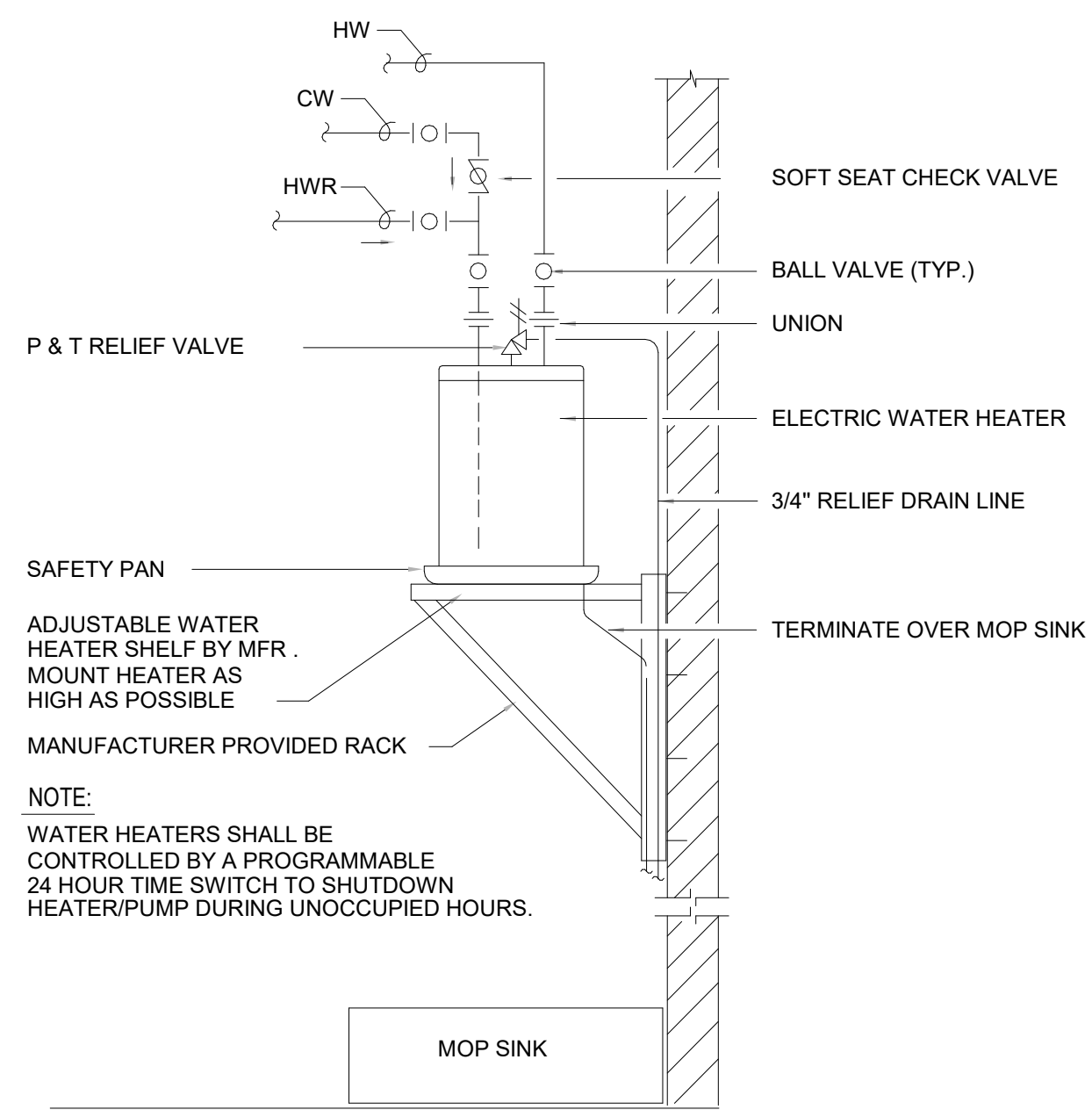
PIPE HANGER / SUPPORT



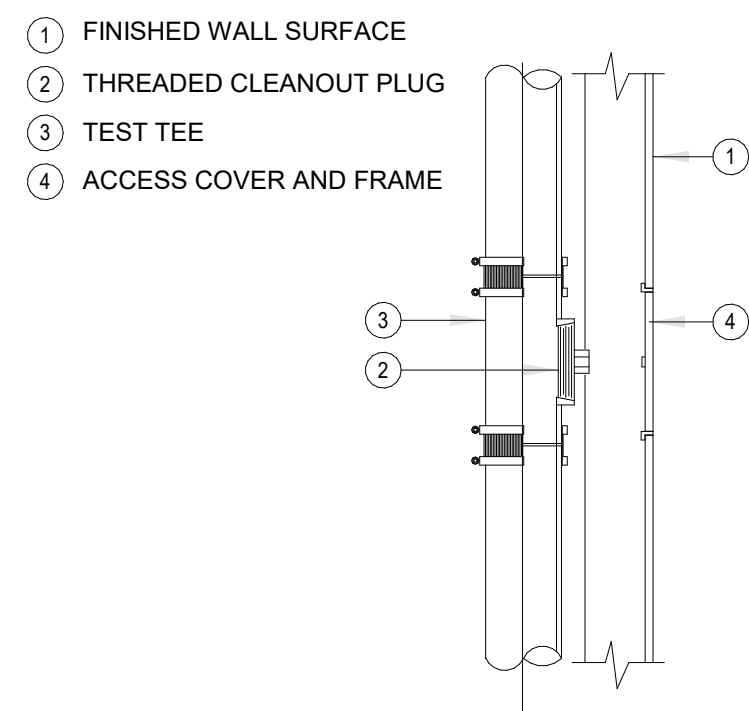
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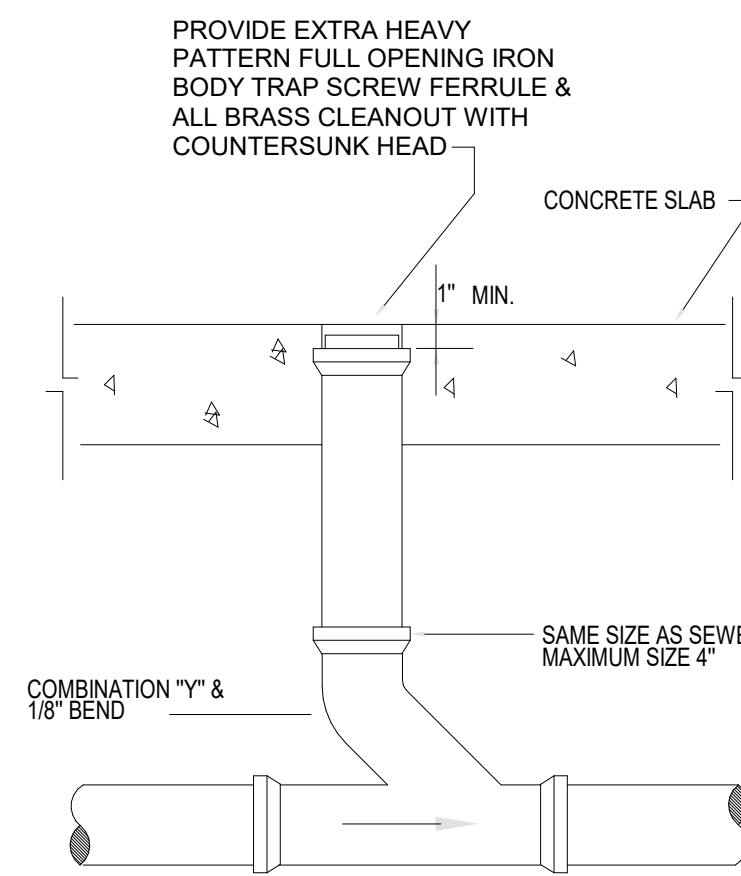
VENT THROUGH ROOF/VTR



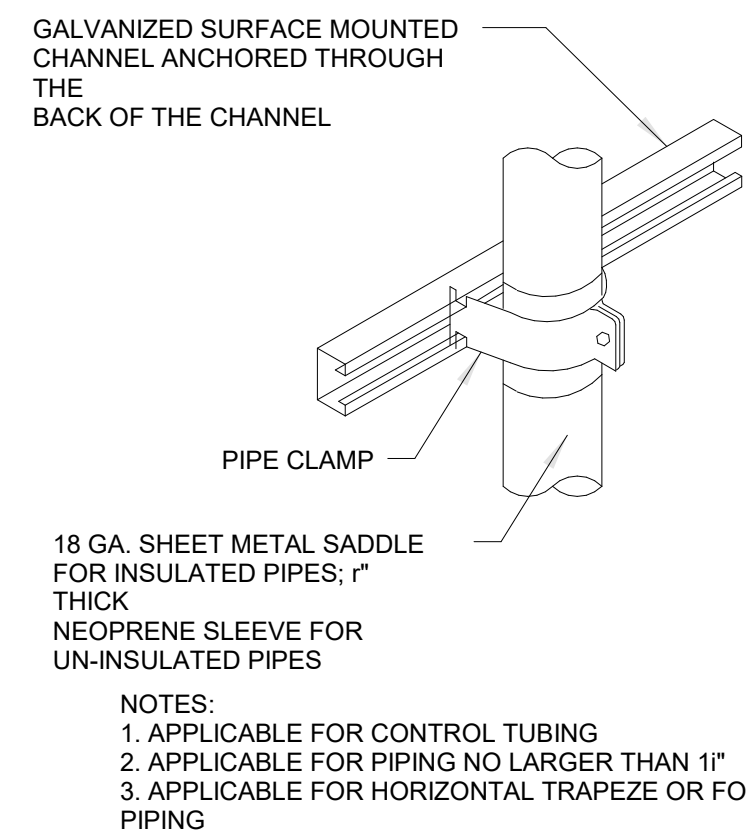
TYP. WATER HEATER RACK MOUNTING DETAIL



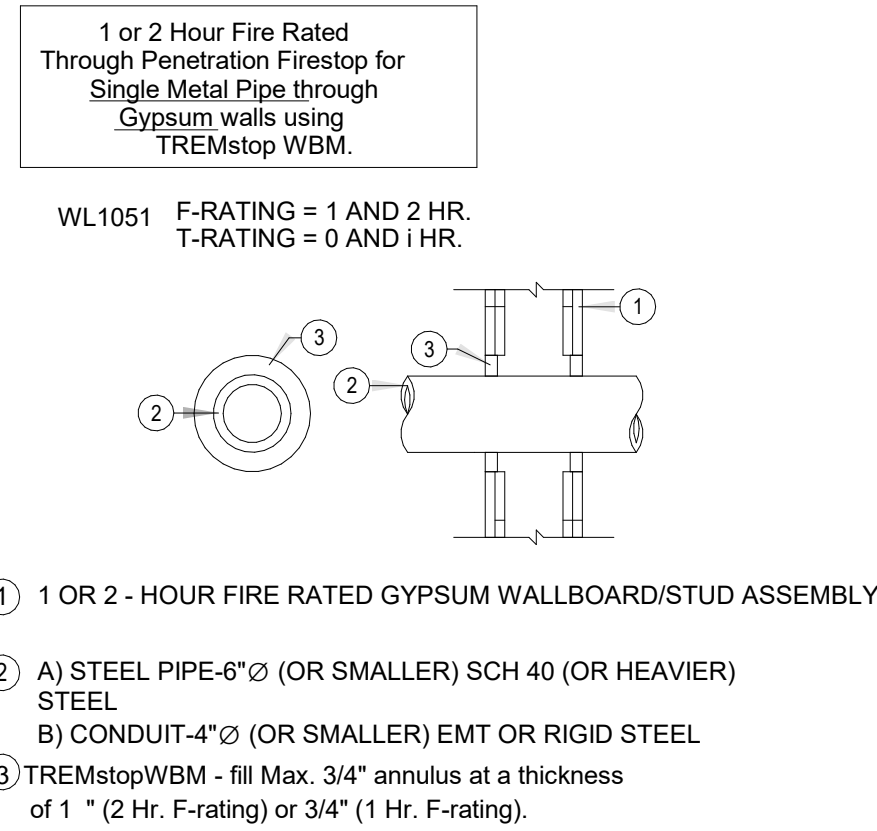
WALL CLEAN OUT / COVER



FLOOR CLEAN OUT/DETAIL



PIPE / TUBE SUPPORT



UL WALL PENITRATION

REVISIONS		
NO.	TITLE	DATE

ISSUANCES	
DATE	TITLE

Harold Grimes Memorial Park  
Pavilion Modifications, Alterations & Additions  
520 Sunrise Court  
Lake Worth Beach, FL 33460  
DETAILS

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1106B NORTH G STREET  
LAKE WORTH, FL 33460  
(561) 370-3300 phone  
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STATE OF FLORIDA

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BEN ELLIS, PE  
LICENSED ENGINEER #97568  
STATE OF FLORIDA  
CERT. OF AUTH. #22959  
O.P. #22012

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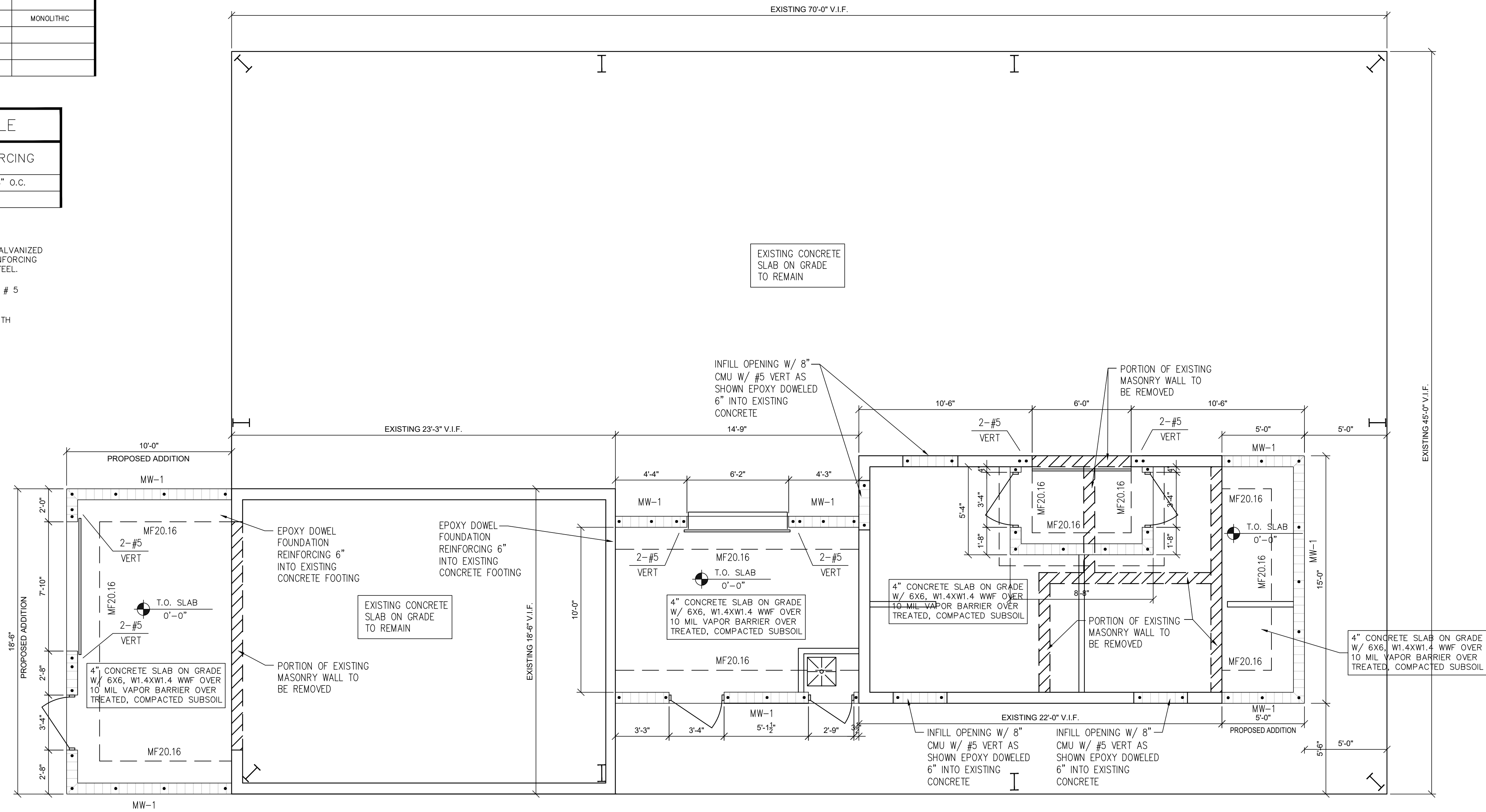
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**P-3**

FOOTING SCHEDULE			
MARK	SIZE	REINFORCING	TYPE
MF20.16	1'-8" X 16" X CONT.	3-#5 CONT., #4 @ 24" O.C. TRANS	MONOLITHIC

MASONRY WALL SCHEDULE		
MARK	THICKNESS	REINFORCING
MW-1	8" CMU	#5 @ 48" O.C.

**MASONRY WALL NOTES:**

1. WALL SEGMENTS SHALL BE REINFORCED WITH 9 GA. GALVANIZED LATERAL REINFORCING @ 16" O.C. HORIZ. EXTEND REINFORCING 6" INTO POURED ELEMENTS AND AROUND ENCASED STEEL.
2. ADJACENT TO ANY EXTERIOR WALL OPENING, PLACE 1 # 5 VERTICAL IN CELL GROUTED SOLID, FULL HEIGHT.
3. ALL MASONRY REINFORCED CELLS SHALL BE FILLED WITH 3000 PSI GROUT MIX.



**Foundation Plan**  
Scale: 1/4"=1'-0"

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NO.	TITLE	DATE

ISSUANCES	
DATE	TITLE

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Pavilion Modifications, Alterations & Additions  
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**FOUNDATION PLAN**

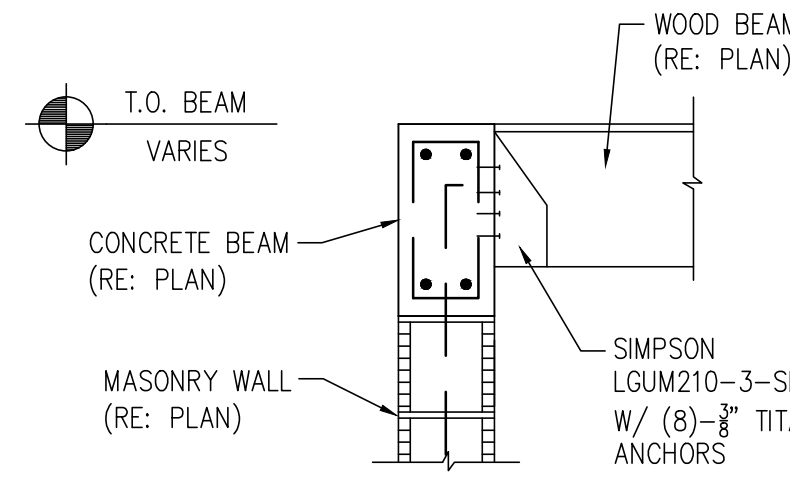
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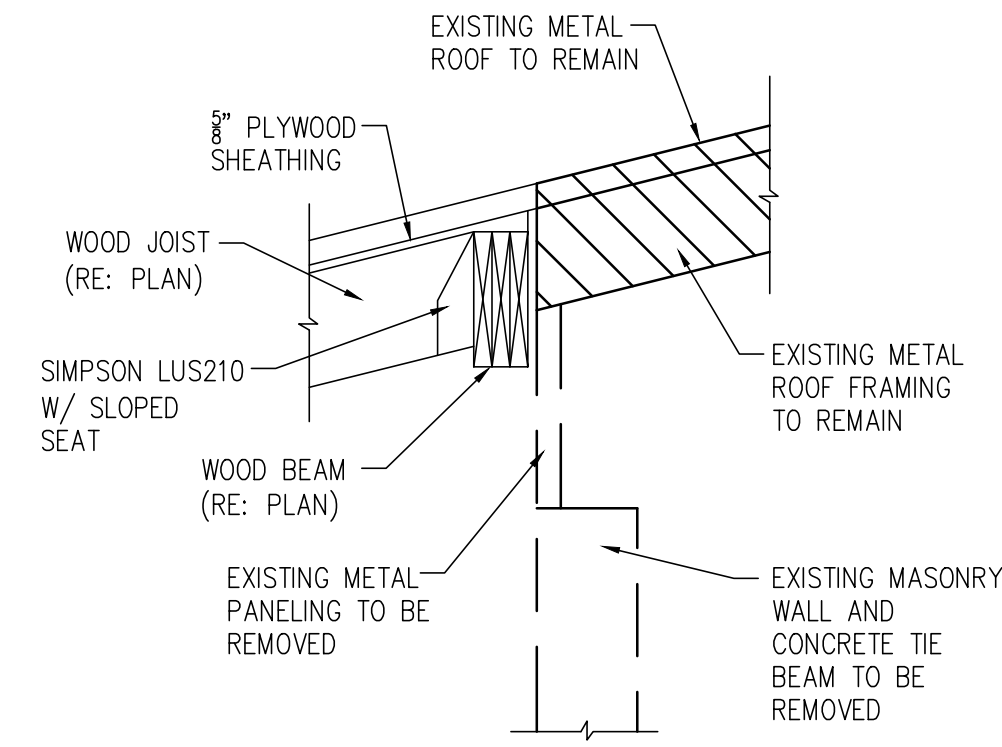
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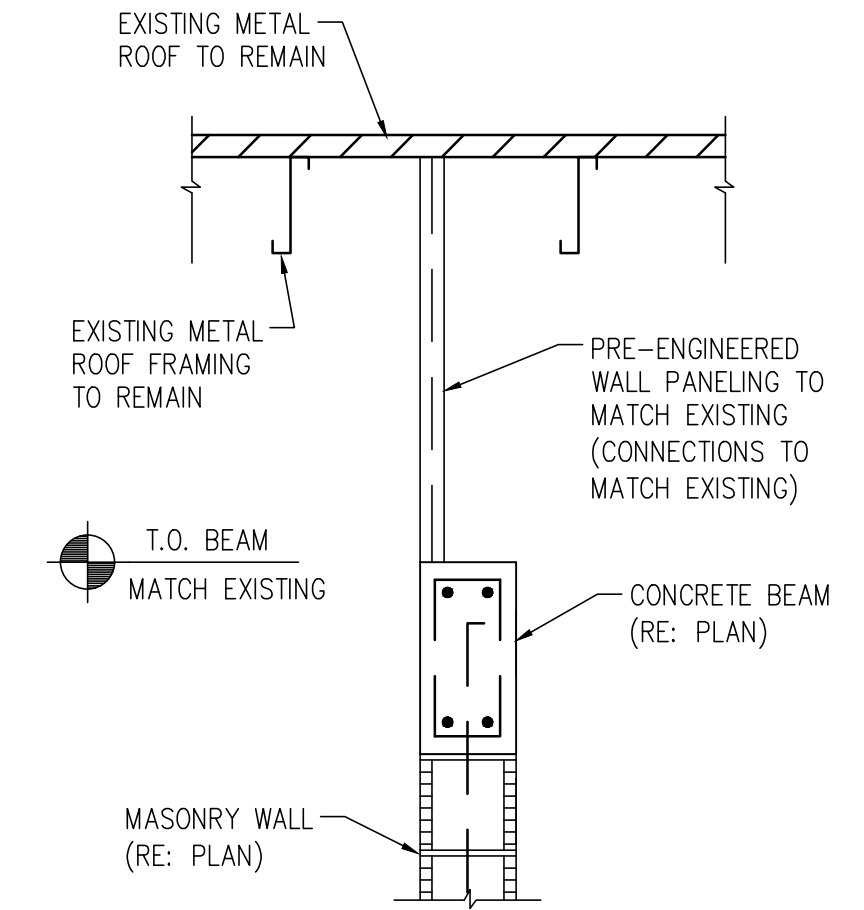
BEAM SCHEDULE								
BEAM No.	SIZE	REINFORCING				STIRRUPS		REMARKS
		BOTTOM	TOP CONT.	C	D	INT	TIES	
TB-1	8"x16"	2-#5	2-#5	-	-	-	#3 @ 6" O.C. (*)	(*)=OVER OPENINGS ONLY
B-1	8"x14"	2-#5	2-#5	-	-	-	#3 @ 6" O.C.	



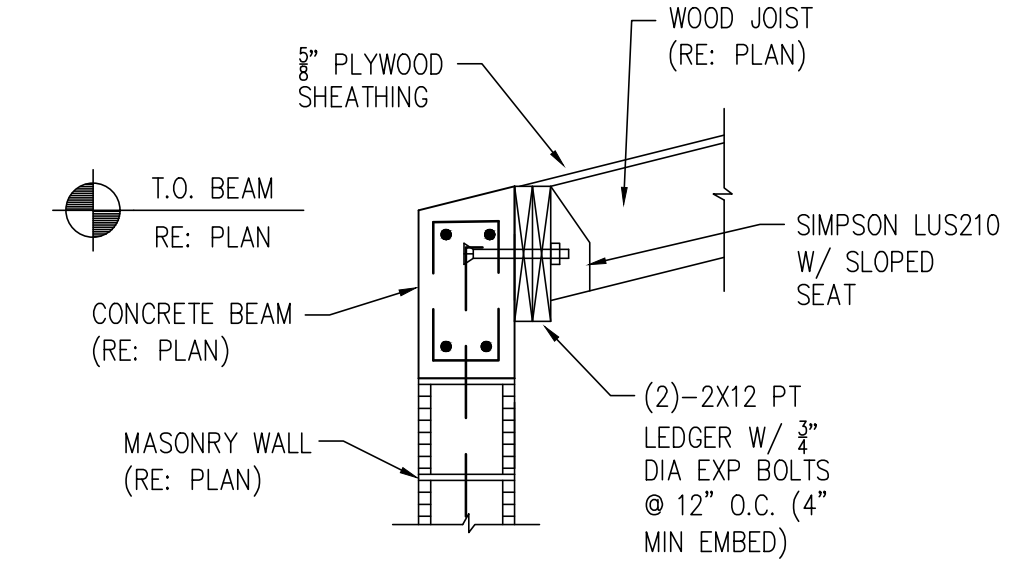
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SECTION  
S-2  
3/4" = 1'-0"



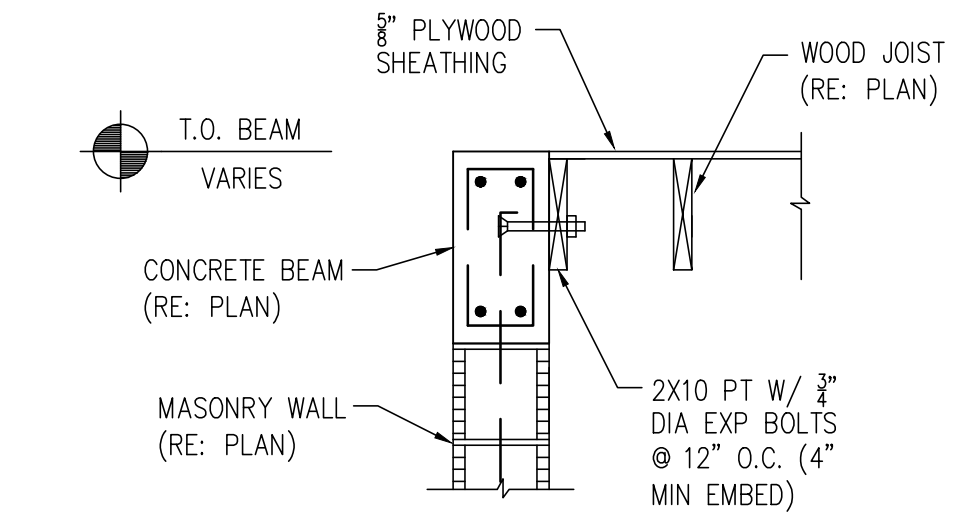
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3/4" = 1'-0"



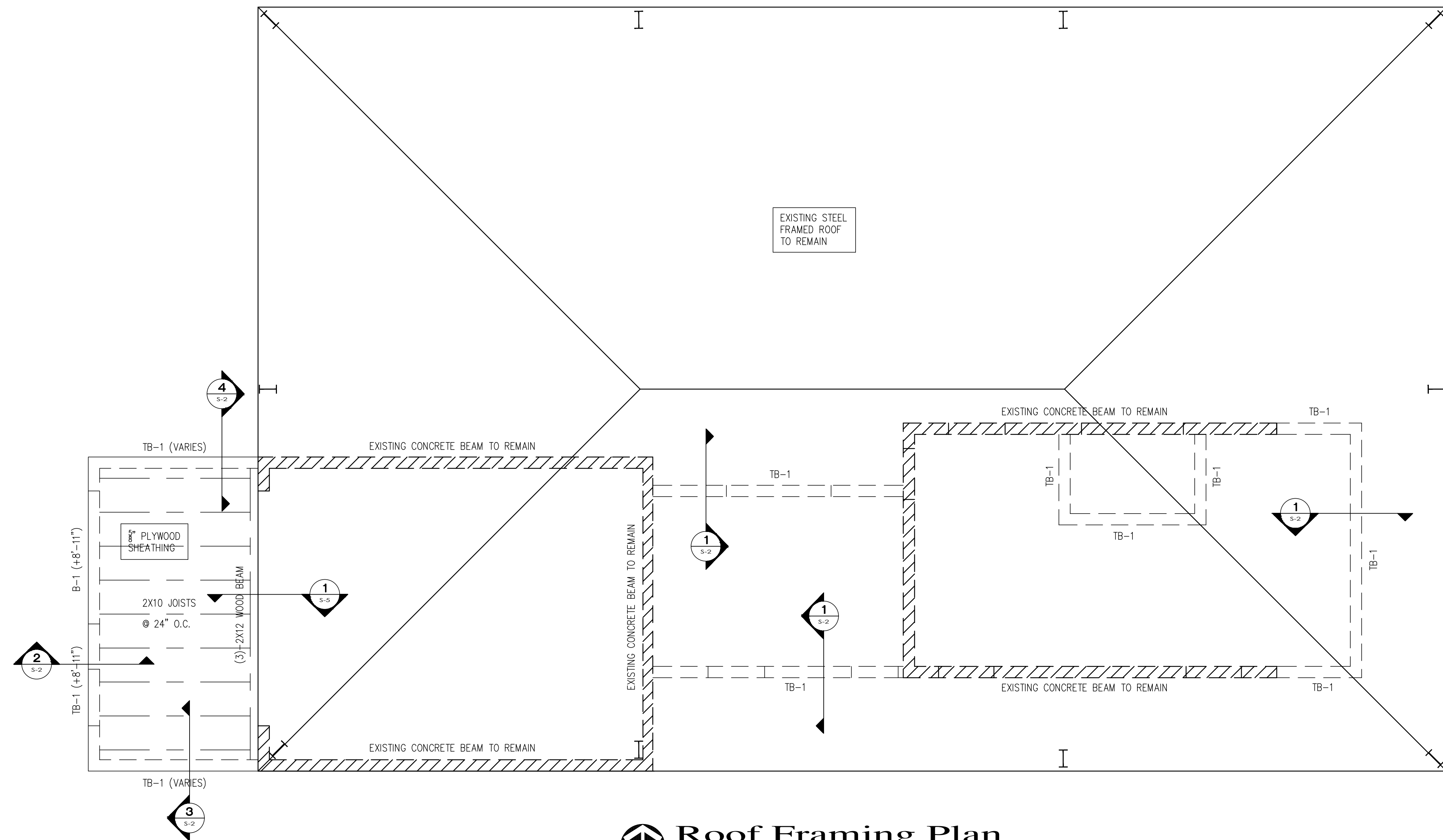
**1**  
SECTION  
S-2  
3/4" = 1'-0"



**2**  
SECTION  
S-2  
3/4" = 1'-0"



**3**  
SECTION  
S-2  
3/4" = 1'-0"



**Roof Framing Plan**  
Scale: 1/4"=1'-0"

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DATE	TITLE

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**ROOF FRAMING PLAN**

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2 OF 4	



STRUCTURAL NOTES

CONTRACTOR NOTE:

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. STRUCTURAL ENGINEER IS NOT RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION OR FOR RELATED SAFETY PRECAUTIONS AND PROGRAMS.

CODES AND STANDARDS

- WIND LOADS PER ASCE 7-16, FOR A 170 MPH WIND SPEED, EXPOSURE D, BUILDING CATEGORY I.
- THE PROJECT WAS DESIGNED IN ACCORDANCE WITH THE:
  - 2020 FLORIDA BUILDING CODE.
  - BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318/ LATEST EDITION).
  - MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI 315/ LATEST EDITION).
  - MANUAL OF STANDARD PRACTICE FOR WELDING REINFORCING STEEL, INSERTS & CONNECTIONS IN REINFORCED CONCRETE CONSTRUCTION. AWS. D1.4/ LATEST EDITION.
  - BUILDING CODE REQUIREMENTS AND SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530, 530.1/ASCE 5, 6/TMS 402, 602/LATEST EDITIONS).
  - SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS, ACI 301/ LATEST EDITION.
  - NATIONAL DESIGN SPECIFICATION, WOOD CONSTRUCTION NDS/LATEST EDITION
- ARCHITECTURAL AND MECHANICAL DRAWINGS:
  - THE STRUCTURAL DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS AND DO NOT BY THEMSELVES PROVIDE ALL THE INFORMATION REQUIRED TO PROPERLY COMPLETE THE PROJECT STRUCTURE. THE GENERAL CONTRACTOR SHALL CONSULT THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS AND COORDINATE THE INFORMATION CONTAINED IN THESE DRAWINGS WITH THE STRUCTURAL DRAWINGS TO PROPERLY CONSTRUCT THE PROJECT.
  - REFER TO ARCHITECTURAL, MECHANICAL OR ELECTRICAL DRAWINGS FOR ADDITIONAL OPENINGS, DEPRESSIONS, FINISHES, INSERTS, BOLTS SETTINGS, DRAINS, REGLETS, ETC.
  - BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS TO PROPERLY SIZE OR FIT THE WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED BY THE OWNER RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT.
  - DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE PROCEEDING WITH ANY WORK.
- SECTIONS AND DETAILS:
  - ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE SHOWN.

FOUNDATION

- ALL SITE PREPARATION AND EXCAVATION WORK IS TO BE PERFORMED IN STRICT ACCORDANCE WITH THE RECOMMENDATIONS ON SOILS AND FOUNDATIONS INVESTIGATION PREPARED BY AN APPROVED TESTING LABORATORY PRIOR TO FOUNDATION WORK.
- BOTTOM OF FOOTINGS TO BEAR ON CONTROLLED COMPACTED FILL CAPABLE OF SAFELY SUPPORTING 2,500 PSF.
- SOILS SUPPORTING ALL FOOTINGS MUST BE INSPECTED AND APPROVED BY A REGISTERED SOILS ENGINEER BEFORE COMMENCING WORK. APPROVAL IN WRITING MUST INDICATE THE SOIL IS ADEQUATE TO SAFELY SUSTAIN SPECIFIED SOIL BEARING PRESSURE.
- PROVIDE ANY BRACING OR SHORING NECESSARY TO AVOID SETTLEMENT OR DISPLACEMENT OF EXISTING FOUNDATION OR STRUCTURES.
- CENTERLINE OF FOOTINGS SHALL COINCIDE WITH CENTERLINE OF COLUMNS UNLESS OTHERWISE NOTED ON DRAWINGS.
- ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE STRUCTURAL DRAWINGS MUST BE VERIFIED AND COORDINATED WITH THE ARCHITECTURAL DRAWINGS BY THE CONTRACTOR BEFORE PROCEEDING WITH THE CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER IN WRITING BEFORE PROCEEDING WITH ANY WORK.

CONCRETE

- CONCRETE ELEMENTS TO HAVE THE FOLLOWING STRENGTHS:
  - FOUNDATIONS 3000 PSI
  - SLAB ON GRADE 3000 PSI
  - COLUMNS 3000 PSI
  - BEAMS 3000 PSI
  - MASONRY GROUT 3000 PSI
  - SLABS 3000 PSI
 ALL OTHER CONCRETE TO BE 3000 PSI UNLESS NOTED OTHERWISE.
- ALL CONCRETE SHALL BE READY MIX AND MEET THE FOLLOWING REQUIREMENTS:
  - A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
  - SLUMPS SHALL BE 4" MINIMUM AND 6" MAXIMUM.
  - ALL CONCRETE TO HAVE MAXIMUM WATER/CEMENT RATIO OF 0.55.
  - JOBSITE WATER SHALL NOT BE ADDED.
- ALL CONCRETE WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE ACI BUILDING CODE (ACI 318/ LATEST EDITION), THE ACI DETAILING MANUAL (ACI 315/ LATEST EDITION), AND THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301/ LATEST EDITION).
- CONCRETE COVER FOR REINFORCING STEEL SHALL BE AS REQUIRED BY ACI SPECIFICATIONS.
- WELDED WIRE FABRIC SHALL COMPLY WITH ASTM A 185, UNLESS OTHERWISE SPECIFIED. PLACE FABRIC 2" CLEAR FROM TOP OF THE SLAB IN SLAB ON GRADE AND SUPPORT ON SLAB BOLSTERS SPACED AT 3'-0" O.C. REQUIREMENTS:
  - ALL REINFORCING STEEL SHALL BE MANUFACTURED FROM HIGH STRENGTH BILLET STEEL CONFORMING TO ASTM DESIGNATION A 615 GRADE 60.
  - WWF SHALL COMPLY WITH ASTM A 185.
- LAP ALL BARS MINIMUM 48 DIAMETERS UNLESS OTHERWISE NOTED ON DRAWINGS. LAP ALL WWF A MINIMUM OF 6 INCHES (UNLESS OTHERWISE NOTED).
- REINFORCING BARS:
  - AT CORNERS OF CONCRETE WALLS, BEAMS AND CONTINUOUS WALL FOOTINGS, PROVIDE MATCHING HORIZONTAL BARS X 5'-0" BENT BAR FOR EACH HORIZONTAL BAR SCHEDULED AT EACH FACE.
  - ALL HOOKS SHOWN IN REINFORCEMENT SHALL BE ACI RECOMMENDED HOOKS UNLESS OTHERWISE NOTED.
- CONCRETE LINTELS:
  - DROP BOTTOM OF BEAM AT WINDOWS, DOORS, AND MASONRY OPENINGS AS REQUIRED TO PROVIDE CONCRETE CLOSURE BETWEEN THE BOTTOM OF THE BEAM AND WINDOW AND/OR DOOR HEADER OR PROVIDE A PRECAST CONCRETE LINTEL BY CASTORETE IF NOT NEXT TO A POURED CONCRETE COLUMN.

STEEL

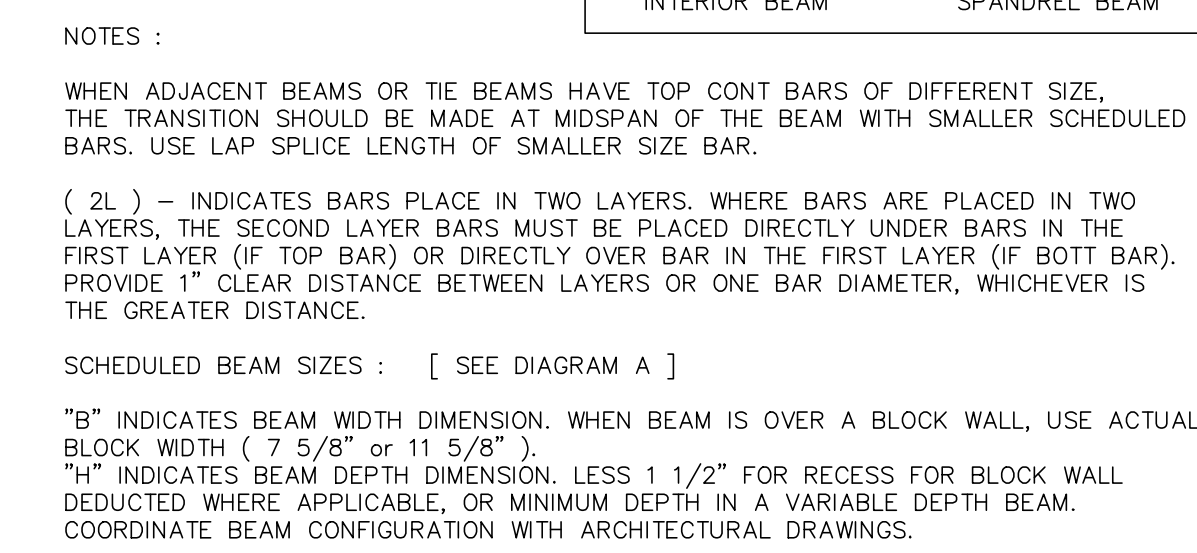
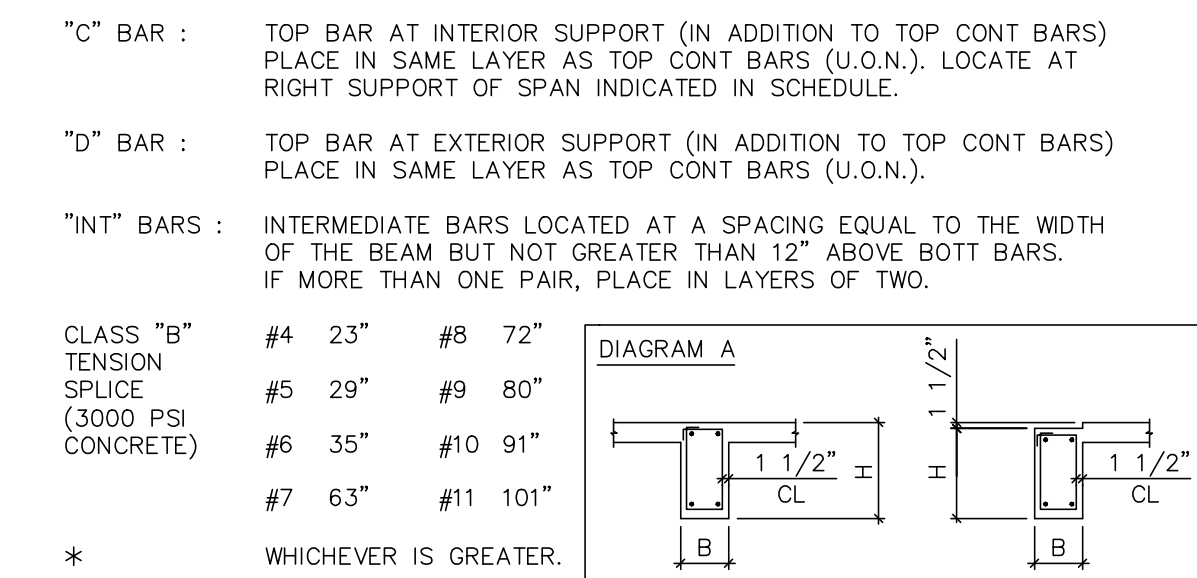
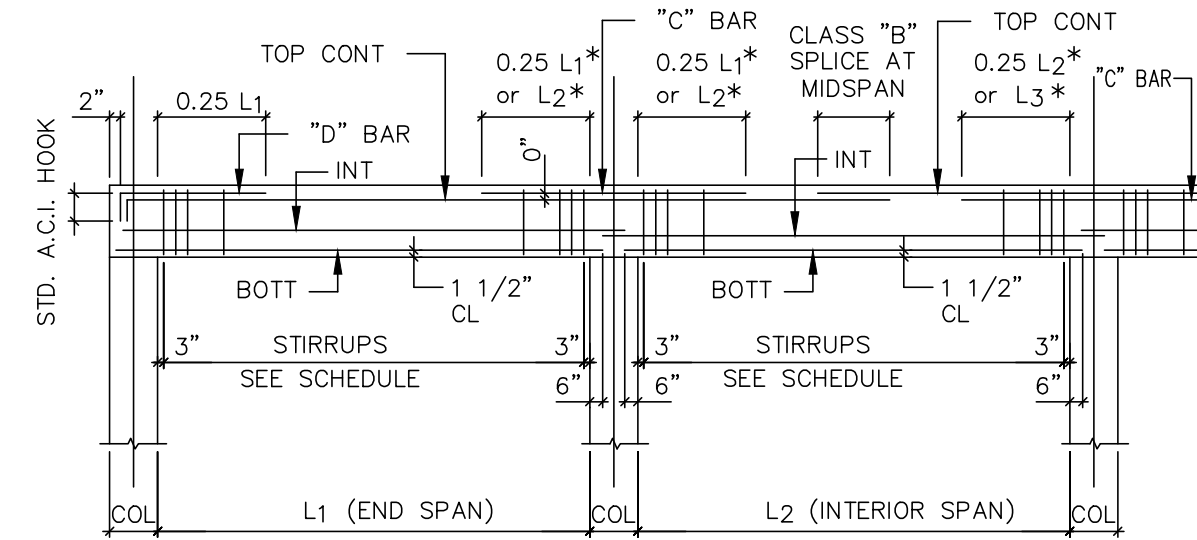
- ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERRECTED IN ACCORDANCE WITH THE LATEST AISC CODE. STRUCTURAL STEEL SHALL CONFORM TO:
  - ASTM SPECIFICATION A992 GRADE 50 FOR ALL WIDE FLANGE BEAMS.
  - ASTM SPECIFICATION A 36 FOR MISCELLANEOUS STEEL SHAPES (ANGLES, PLATES, ETC.)
  - SQUARE OR RECTANGULAR HSS SHALL CONFORM TO ASTM SPECIFICATION A500 GRADE B (F<sub>y</sub>=46 KSI)
  - ALL STEEL TO HAVE A SHOP COAT OF RUST INHIBITIVE PAINT.
  - DELETE PAINT ON ALL STEEL TO RECEIVE SPRAYED ON FIREPROFFING OR CONCRETE ENCASUREMENT.
- ALL SHOP AND FIELD WELDING SHALL BE PERFORMED BY WELDERS QUALIFIED, AS DESCRIBED IN "AMERICAN WELDING SOCIETY'S STANDARD QUALIFICATION PROCEDURE" (AWS D1.1), TO PERFORM THE TYPE OF WORK REQUIRED.
- ALL CONNECTIONS SHALL BE BOLTED WITH 3/4" DIAMETER, A-325 HIGH STRENGTH BOLTS @ 3" O.C. OR WELDED.
- ALL STEEL WELDING RODS SHALL BE E70XX ELECTRODES.
- SUBMIT ALL STEEL SHOP DRAWINGS FOR APPROVAL PRIOR TO ANY FABRICATION.

MASONRY

- MASONRY UNITS SHALL BE LOAD BEARING ASTM C90 NORMAL WEIGHT WITH MINIMUM COMPRESSIVE STRENGTH OF 2,000 PSI ON NET AREA OF INDIVIDUAL UNITS. ALL CMU SHALL BE LAID IN A FULL BED OF MORTAR IN RUNNING BOND (U.N.O.).
- ALL MORTAR SHALL BE TYPE S OR M IN ACCORDANCE WITH ASTM SPECIFICATION C270 WITH A MINIMUM COMPRESSIVE STRENGTH OF 1,800 PSI AT 28 DAYS, (2500 WITH TYPE M).
- GROUT SHALL BE A HIGH SLUMP MIX IN ACCORDANCE WITH ASTM SPECIFICATION C476 HAVING A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI.
- ALL MASONRY GROUT TO BE A COURSE MIX PER TABLE 2103.10 OF THE FBC. ALL CONCRETE MASONRY BEARING AND SHEAR WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "BUILDING CODE REQUIREMENT FOR MASONRY STRUCTURES" (ACI 530/ASCE 5/TSM 402) AND "SPECIFICATIONS FOR MASONRY STRUCTURES" (ACI 530.1/ASCE 6/TSM 602)/ LATEST EDITIONS.
- PROVIDE HOT DIPPED GALVANIZED LADDER TYPE HORIZONTAL JOINT REINFORCEMENT (9 GA.) AT 16" ON CENTER VERTICAL IN ALL MASONRY WALLS. PROVIDE DOVE TAIL SLOT ANCHORS AT CONCRETE COLUMNS.

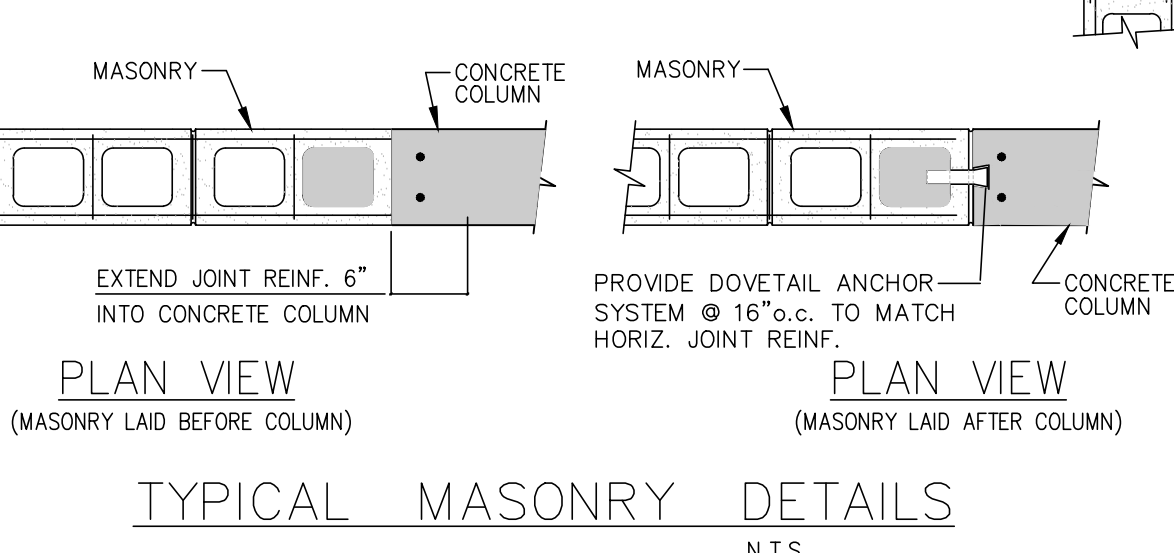
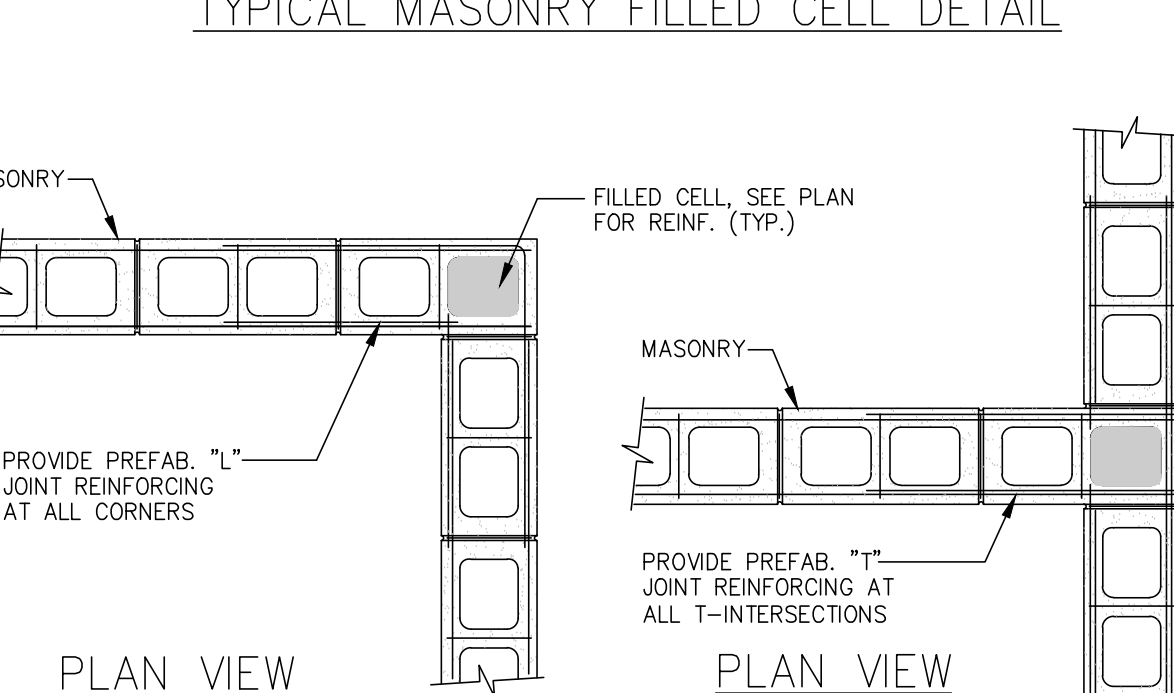
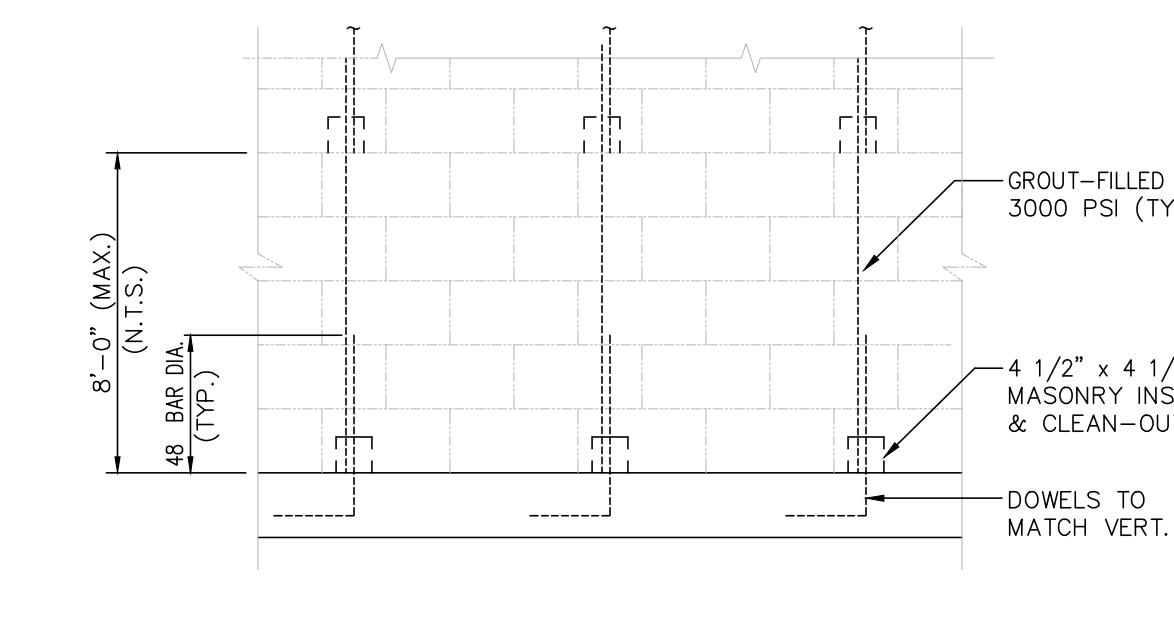
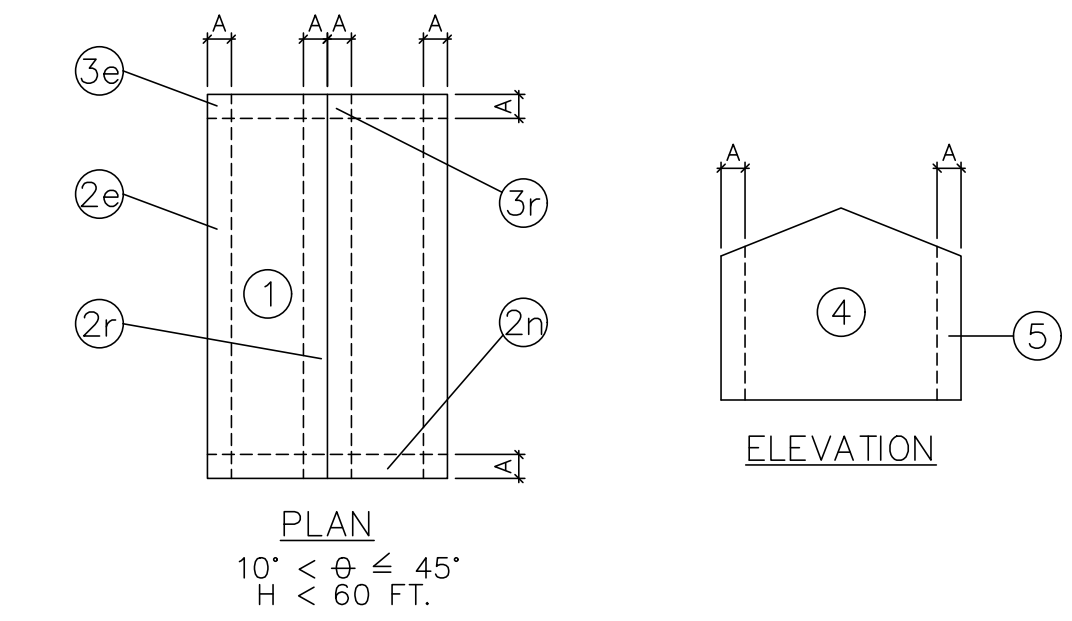
WOOD

- ALL STRUCTURAL WOOD MEMBERS ARE DESIGNED AS "DRY-USE". MOISTURE CONTENT MUST BE 19% OR LESS. STORE WOOD FRAMING ABOVE GROUND AND UNDER TARPS WITH PROPER AIR CIRCULATION.
- ALL LUMBER SHALL BE SOUTHERN PINE SPECIES #2 GRADE OR APPROVED EQUAL. ALLOWABLE DESIGN STRESSES SHALL FOLLOW NATIONAL DESIGN SPECIFICATION (NDS) (LATEST EDITION).
- PROVIDE SP CCA PRESSURE TREATED LUMBER IN ACCORDANCE WITH AWPA STANDARDS TO A MINIMUM OF 0.40 PCF RETENTION WHERE LUMBER IS IN CONTACT WITH CONCRETE / MASONRY OR OUTSIDE OF BUILDING.
- PLYWOOD SHEATHING:
  - ROOF: USE 19/32" APA 40/20 RATED, EXP 1 PLYWOOD SHEATHING.
  - SEE FRAMING PLANS FOR NAILING AND/OR BLOCKING REQUIREMENTS. USE 8'-0" LONG X 4'-0" WIDE SHEETS WITH LENGTH ACROSS FRAMING. STAGGER PANEL END JOINTS 4'-0" TYP, ALLOW 1/8" SPACE ALONG PANEL EDGES AND END JOINTS.
- ALL NAILS USED FOR STRUCTURAL FRAMING MEMBERS SHALL BE COMMON WIRE, U.N.O. ALL NAILS, TRUSS HANGERS, AND TRUSS STRAPS SHALL BE GALVANIZED.

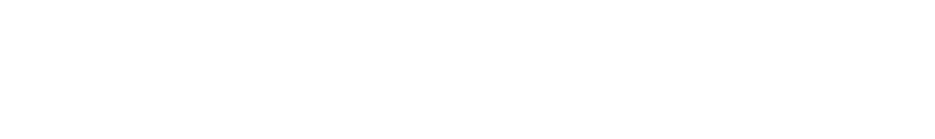
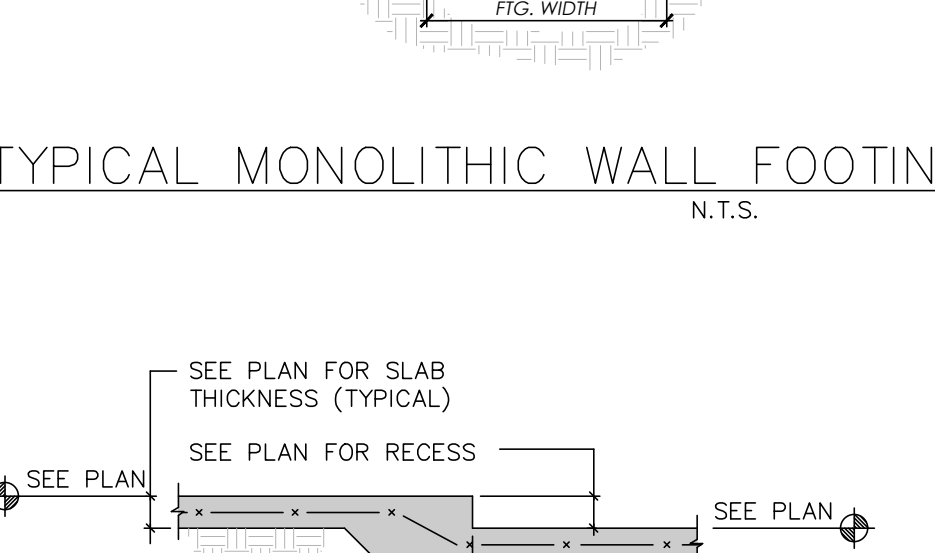
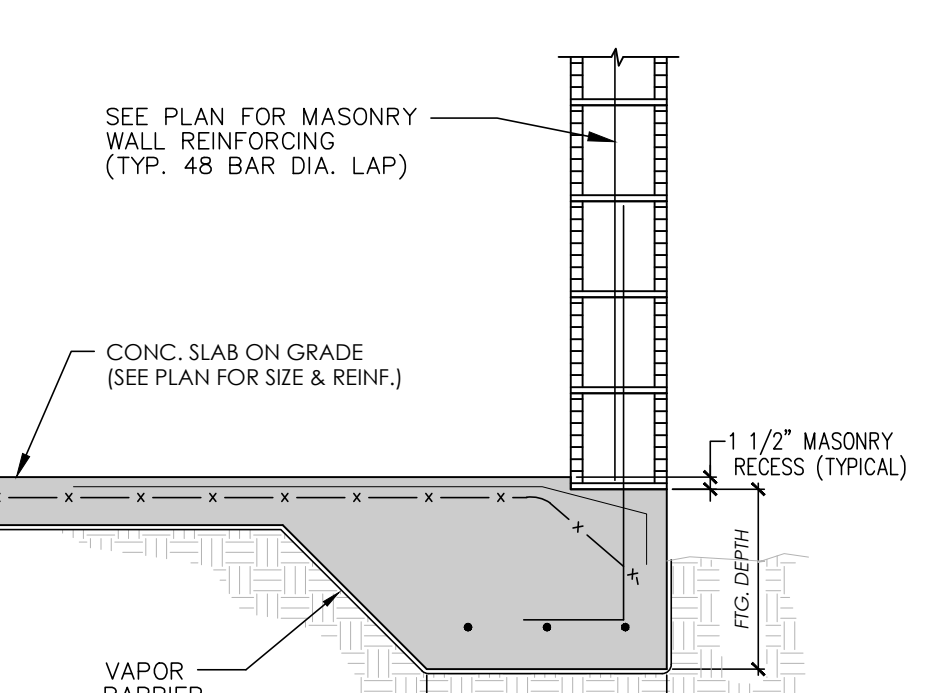
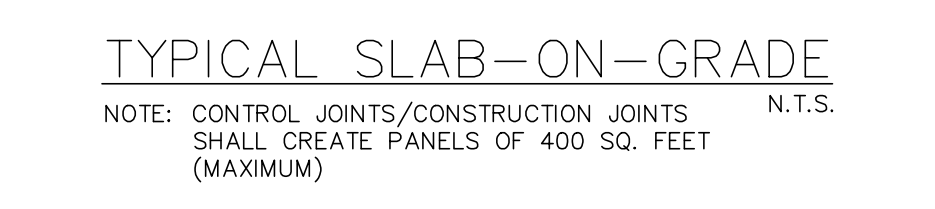
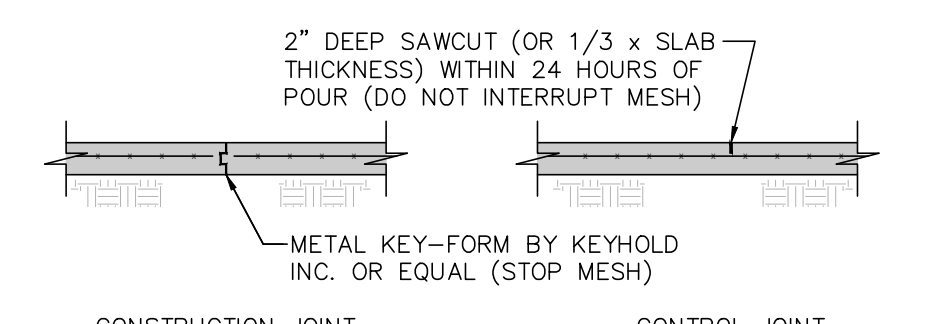


WIND LOAD SCHEDULE - ALLOWABLE STRESS									
PRESSURE (PSF)	ROOF WIND LOADS					WALL WIND LOADS (SEE NOTE 1)			
	ROOF AREA					WALL AREA			
	1	2e	2r	2n	3e	3r	4	5	
	23.0	23.0	23.0	23.0	23.0	23.0	38.0	38.0	
SUCTION (PSF)	70.1	70.1	102.2	102.2	121.5	121.5	41.2	50.8	

- EXTERIOR GLAZED OPENINGS IN BUILDINGS SHALL COMPLY WITH 2020 FLORIDA BUILDING CODE BY EITHER BEING DESIGNED FOR IMPACT RESISTANCE OR BEING PROTECTED BY IMPACT PROTECTIVE SYSTEMS.
- CORNER DISTANCE, A = 3 FEET



DESIGN LOAD SCHEDULE		(ALL LOADS SHOWN ARE IN POUNDS PER SQ. FT.)	
COMPONENT	AREA	ROOF	
TRUSSES, DECKING	10		
CEILING, MECH	5		
MISC	5		
TOTAL DEAD LOAD	20		
TOTAL LIVE LOAD	20		
TOTAL LOAD	40		



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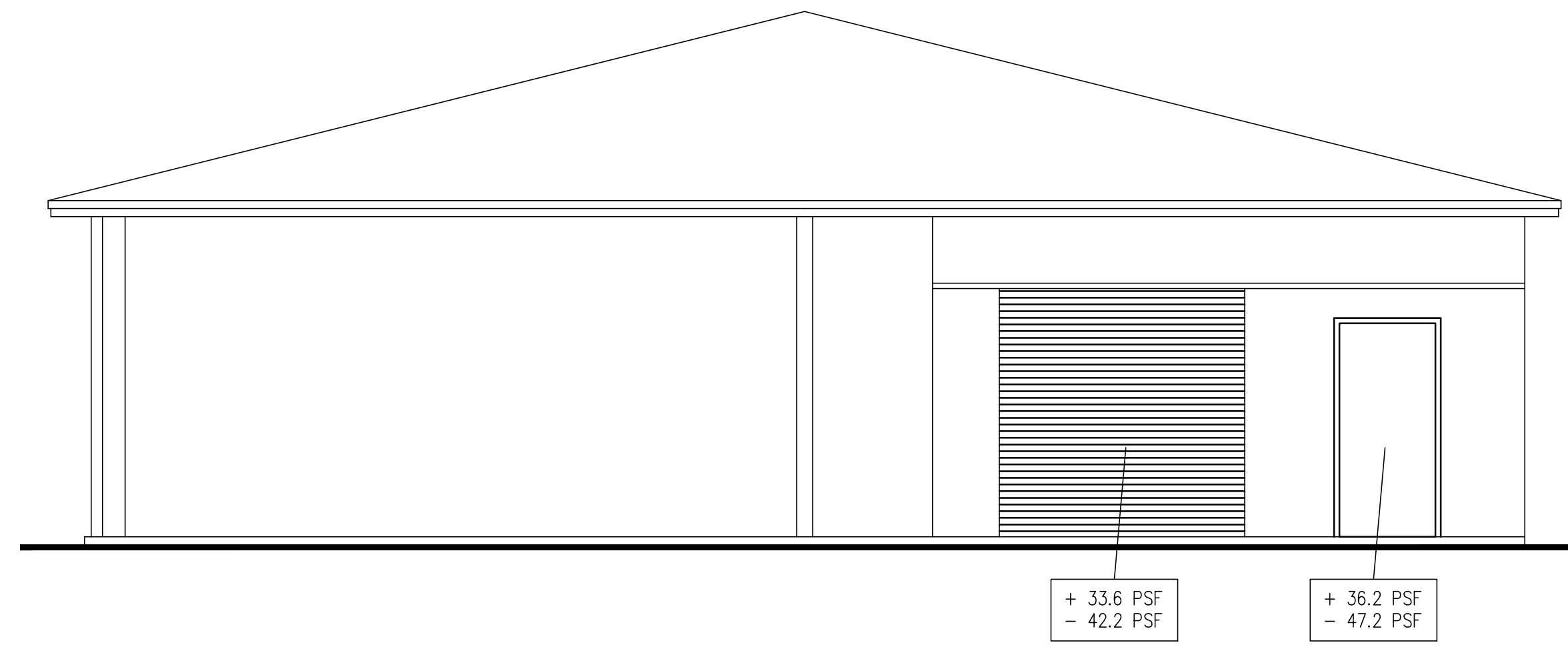
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ROYAL PALM BEACH, FL 33411 (561) 795-1883 - FAX

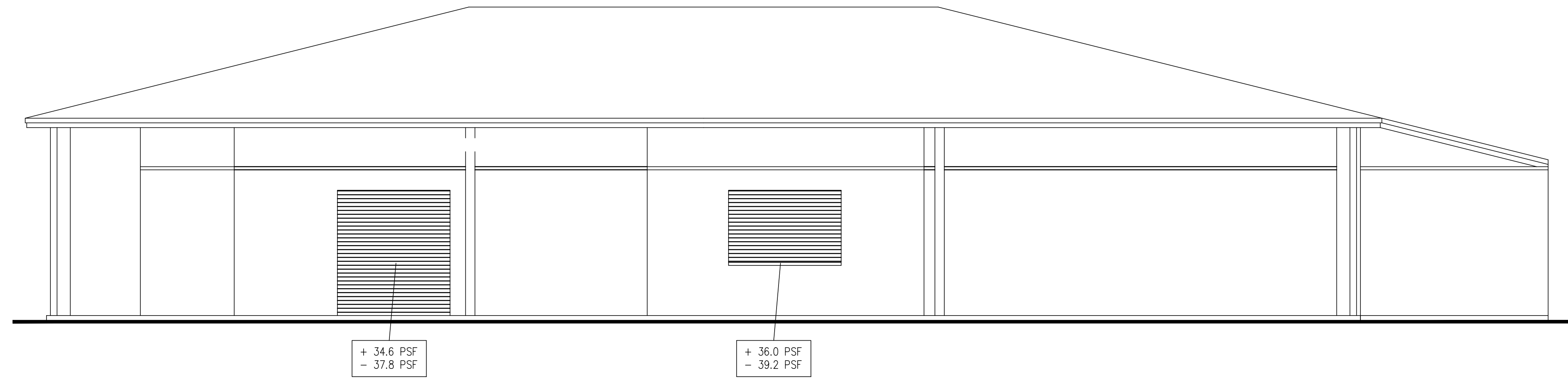
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SHEET NUMBER  
S-3  
3 OF 4

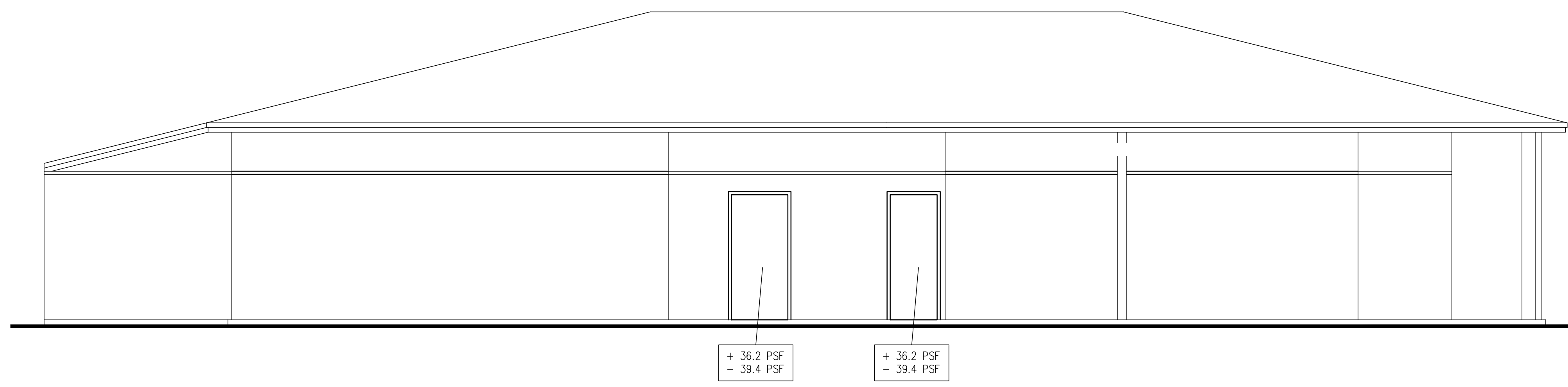




**West Elevation**  
Scale: 1/4"=1'-0"



**North Elevation**  
Scale: 1/4"=1'-0"



**South Elevation**  
Scale: 1/4"=1'-0"

REVISIONS		
NO.	TITLE	DATE

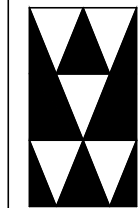
ISSUANCES	
DATE	TITLE
	BID PERMIT CONSTRUCTION

Harold Grimes Memorial Park  
Pavilion Modifications, Alterations & Additions  
520 Sunrise Court Lake Worth Beach, FL 33460

WIND PRESSURES

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CHECKED BY	DATE 01.24.2023
SHEET NUMBER <b>S-4</b>	
4 OF 4	

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** April 18, 2023

**DEPARTMENT:** City Commission/City  
Manager/City Clerk

**TITLE:**

Discussion regarding public comment

**SUMMARY:**

The City Commission will discuss the number of public comments submitted online to be read at as well as the deadline by which to submit public comments to be read.

**BACKGROUND AND JUSTIFICATION:**

The City Commission directed that only the first 10 public comments submitted online for each item would be read by the City Clerk at each City Commission meeting. This decision arose after the City Clerk read public comments for 75 minutes on one item, as all public comments are available immediately upon submission on the website. The City Commission will re-evaluate the number of online public comments to be read for each. An alternate to having a set number of comments per item could be a set amount of time per item.

Currently, the deadline to submit public comment on the website to be read by the City Clerk is 15 minutes before the start of the meeting. Due to the preparation for the meetings, the City Clerk has requested that the deadline be changed to one hour before a meeting.

**MOTION:**

Direction regarding the number of online public comments to be read at city commission meetings and the deadline for submitting public comment.

There can be a motion on this item such as directing the revision of Resolution 81-2022 as discussed for a future agenda.

**ATTACHMENT(S):**

Resolution 81-2022 (rules & procedures)

**RESOLUTION NO. 81-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009, 04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018, 25-2021 and 08-2022); and,

**WHEREAS**, the City Commission desires to amend its rules of procedure as reflected herein; and

**WHEREAS**, the City Commission finds the revisions to the City Commission's rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

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

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

**Section 2.** The City Commission's adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

**RULES OF PROCEDURE  
LAKE WORTH BEACH CITY COMMISSION**

**RULE 1  
SCHEDULING OF MEETINGS AND WORK SESSIONS**

- (1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 P.M.

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall as soon as reasonably possible following the holiday, beginning at 6:00 P.M.

The City Commission shall cancel not more than one regular meeting in any month.

- (2) Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If a Utility meeting date falls on a holiday or conflicts with the need for a Regular or special meeting of the City Commission, the Utility meeting may be re-scheduled to another date ideally during the last week of the month or the Utility meeting may be cancelled. Utility matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the Utility meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.
- (3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner<sup>1</sup> and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission and public participation shall occur consistent with these Rules and applicable law. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.
- (4) Work Sessions of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a work session. Any matter that appears likely to take more than thirty (30) minutes shall be discussed or studied at a work session prior to official action of the City Commission, unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a work session and no public participation shall occur. All work sessions shall end at 10:00 P.M. At 10:00 P.M., the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.
- (5) "District Public Forums" may be held by the City Commission on a quarterly basis beginning in October 2021, one to be held in each district of the City on a rotating basis. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings.
- (6) All regular and special meetings shall end at 10:00 P.M. At 10:00 P.M. the City Commission shall cease further discussion on the business on the table and, upon a majority vote of the City Commission present, determine whether or not to (1)

adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions), and shall only be amended by resolution.

## **RULE 2 QUORUM**

A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the City Commission.

## **RULE 3 ABSENT MEMBER PARTICIPATION BY TELEPHONE CONFERENCE**

Up to two (2) members of the City Commission, who are physically absent due to extraordinary circumstances, may participate through electronic means in a City Commission work session or meeting and vote in a meeting if a quorum of the Commission is physically present at the meeting or work session location.

## **RULE 4 DUTIES AND RESPONSIBILITIES OF THE "CHAIR"**

- (1) The Mayor shall be the presiding officer of the City Commission, and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.
- (2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.
- (3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.
- (4) The Chair shall not make or second a motion.

## **RULE 5 ORDER OF BUSINESS**

- (1) The order of business for a regular meeting shall ordinarily be:

1. Roll Call
  2. Invocation or Moment of Silence
  3. Pledge of Allegiance
  4. Agenda-Additions/Deletions/Reordering
  5. Presentations
  6. Commission Liaison Reports and Comments
  7. City Manager's Report
  8. Public Participation on Non-Agendaed Items and Consent Agenda
  9. Approval of Minutes
  10. Consent Agenda
  11. Public Hearings
  12. Unfinished Business
  13. New Business
  14. City Attorney's Report
  15. Upcoming meetings and work sessions
  16. Adjournment
- (2) The order of business may be revised by a majority vote.
- (3) Matters may be placed on the agenda by the Mayor, any Commissioner, the City Manager, or the City Attorney, in adherence to the agenda submission deadlines.
- (4) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.
- (5) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.
- (6) Matters may be placed under Presentations by the Mayor, any Commissioner or the City Manager, in adherence to the agenda submission deadlines.
- (7) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

#### **RULE 6 DEBATE OF MOTIONS; VOTING**

- (1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a



second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.

- (2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.
- (3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation on Non-Agendaed Items and Consent Agenda (No. 8 above) and during each item of Public Hearing (No. 11 above), Unfinished Business (No. 12 above), and New Business (No. 13 above). The time shall be limited to three (3) minutes per public participant for Public Participation on Non-Agendaed Items and Consent Agenda (No. 8 above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearing (No. 11 above), Unfinished Business (No. 12 above), and New Business (No. 13 above). During a public hearing, the presentations shall be limited to ten minutes each but the time may be extended to permit questioning. Online comments will be posted on the website upon submission. The first ten comments submitted online for each item will be read by the City Clerk. There shall be a tally of the comments for, against or undecided when more than ten comments have been submitted for an item.
- (4) A member of the audience who speaks to the City Commissioner may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.
- (5) The Chair shall restate all motions before the vote is taken.
- (6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, the Mayor or a Commissioner.
- (7) The failure of a motion stated in the negative shall not be deemed an affirmative action. For example, the failure of a motion to deny shall not constitute an approval.
- (8) During a presentation, the presenter shall have ten minutes to make his or her presentation but the time may be extended to permit questioning of the presenter.

**RULE 7  
NON-DEBATABLE MOTIONS**

The following motions are not debatable:

To adjourn;  
To lay on the table;  
To take from the table;  
To divide a question;  
To close or re-open nominations;  
To take a recess;  
A point of information;  
An appeal of a decision of the Chair;  
The previous question.

**RULE 8  
RECONSIDERATION**

Any member of the Commission may move to reconsider any action of the Commission provided that new relevant information is presented to the Commission and the motion be made by the next regular Commission meeting. No motion to reconsider shall be made more than once on any subject or matter.

**RULE 9  
COMMISSION MINUTES**

Copies of the minutes of the regular meetings shall be furnished, when possible, at least five days prior to the next regular meeting. Such minutes shall stand confirmed at the regular meeting of the Commission without the reading thereof in open meeting unless some inaccuracy or error is pointed out by some member of the Commission present, and in such event, an appropriate correction shall be made. Upon request, the City Manager will cause the City Clerk to provide any Commissioner with access to Commission meeting recordings or transcribed excerpts of City Commission meetings. No member shall suggest to the City Clerk any revision in minutes of meetings before the same shall have been submitted to the full Commission for approval, unless specifically requested by the Clerk to make clarification. The minutes shall be Action Minutes with a time stamp for each item corresponding to the video recording.

**RULE 10  
ADOPTION OF ROBERT'S RULES OF ORDER**

Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the City Commission, but such Rules shall not take precedence over any provision of Florida law, the City Charter, an ordinance or resolution of the City, or these rules, which shall govern in the event of conflict. A failure to comply with Robert's Rules of

Order or these rules shall not affect the validity of any action taken by the City Commission.

**RULE 11  
AMENDMENT OR WAIVER OF RULES**

These rules of procedure may be amended or waived by a majority vote, provided that no such amendment shall conflict with any applicable provision of Florida law, the City Charter, or an ordinance of the City.

**RULE 12  
AGENDA PROCEDURES**

- (1) Agenda submittal deadline: The deadline for submitting items for inclusion on an agenda shall be no later than 12:00 PM on Friday of the week prior to the deadline for distributing the final agenda.
- (2) Agenda distribution deadline: The deadline for distributing a final agenda with supporting documents shall be no later than Thursday, two (2) weeks prior to a regularly scheduled City Commission meeting.

For all special or work session City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

- (3) Amendment to agenda: There shall be no additions to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, any person or City Commissioner requesting an addition to the distributed City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than 5:00 PM the Friday before a regularly scheduled Commission meeting.

The name of the person or City Commissioner requesting the addition shall be placed with the agenda item to be presented. The written justification and supporting backup material shall be submitted to the City Commission prior to a regularly scheduled Commission meeting.

At the beginning of the City Commission meeting, the City Commission shall review the emergency and, in its discretion, will determine whether it will accept, review and take action on the addition requested.

**RULE 13  
PRESERVE ORDER**

Intentionally deleted and reserved for future consideration.

**RULE 14  
DECORUM FOR CITIZEN PARTICIPATION**

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

- (1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
- (2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Commission decision-making, the following Rules of Decorum for Citizen Participation have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on comment cards utilized in the Commission Chamber.

- (1) Speakers will conduct themselves in a civil and respectful manner at all times.
- (2) Speakers will address the Chair.
- (3) Speakers will state their names and addresses for the record at the beginning of their comments.
- (4) Questions to Commission members or City staff will be facilitated by the Chair.
- (5) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.
- (6) Members of the audience shall refrain from making comments of a personal nature regarding others.
- (7) Name-calling and/or obscenity is forbidden.

- (8) Shouting, yelling or screaming is forbidden.
- (9) Commission Work Session or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

It is the intent of Commission to maintain order and enforce the Rules of Decorum for Citizen Participation for all meetings. Disregard of these rules will be met with the following consequences:

- (1) The Chair will identify out loud the out-of-compliance behavior and request for the behavior to stop;
- (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt the meeting;
- (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and
- (4) Will instruct a law enforcement officer to instruct the speaker to stop the disruptive conduct and escort the speaker out of the meeting venue.

**Section 3.** All resolutions in conflict herewith are hereby repealed.

**Section 4.** This resolution shall become effective upon its adoption.

The passage of this resolution 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 Kimberly Stokes	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this resolution duly passed and adopted on this 18<sup>th</sup> day of October 2022.

LAKE WORTH BEACH CITY COMMISSION

By:   
Betty Resch, Mayor

ATTEST:  
  
Melissa Ann Coyne, City Clerk



# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** April 18, 2023

**DEPARTMENT:** City Commission

**TITLE:**

Discussion regarding City Commission Work Sessions

**SUMMARY:**

The City Commission will determine a new schedule for the Pre-agenda Work Sessions as well as scheduling regular work sessions.

**BACKGROUND AND JUSTIFICATION:**

City Commission pre-agenda work sessions were instituted to allow the Commissioners to reach consensus on adding items to future Commission agendas. The pre-agenda work sessions are currently held on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of each month from 9 – 10 am. The 4<sup>th</sup> meeting of the month conflicts with the Palm Beach County League of Cities' meetings. Occasionally, the Regular City Commission meetings, held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month, are followed the next morning by a pre-agenda work session. Other municipalities hold pre-agenda discussions as a matter of business during their regular meetings or as a short meeting immediately preceding a regular meeting. The Commission needs to decide how often and when to hold these meetings.

Work sessions are necessary to examine and get more information on various topics before they are voted on at a regular/special meeting. The City Manager suggests scheduling a specific day and time for work sessions so that dates are on the calendar each month. A work session would only be held if there was a topic/item to discuss or the work session would be canceled.

**MOTION:**

Direction is sought regarding how often to hold pre-agenda work sessions and when to change the date and/or time of such. Direction is also sought on setting a time on the calendar for work sessions each month.

There can be a motion and vote on these issues (Move to set pre-agenda work sessions at \_\_\_\_\_. Move to set monthly work sessions at \_\_\_\_\_.)