

BID DOCUMENTS

TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403



PROJECT:

Kelsey Park Fitness Trail Equipment Replacement

Kelsey Park at Lake Shore Drive
Lake Park, FL 33403

Invitation to Bid #101-2026

Date of Bid Advertisement:	Sunday, December 28, 2025
Post Bid Documents on DemandStar	Monday, December 29, 2025
No Scheduled Pre-Bid Meeting:	Nothing Scheduled at this time
Questions Submit-by Date:	Friday, January 16, 2026, 4:00 PM
Bid Due Date:	Friday, January 30, 2026 at 2:00 PM

All times Eastern Standard Time.

PROJECT DATA

Project Title: Kelsey Park Fitness Trail Equipment Replacement
Town of Lake Park, Florida

Project Number: Town Bid No. 101-2026

Project Location: Kelsey Park at Lake Shore Drive
Lake Park, FL 33403

Project Owner: Town of Lake Park

Town Commission: Roger Michaud, Mayor
Michael J. Hensley, Vice Mayor
John Linden, Commissioner
Michael O'Rourke, Commissioner
Judith Thomas, Commissioner

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

Project Manager: John Wille
Capital Projects Manager
650 Old Dixie Highway
Lake Park, Florida 33403
Phone: (561)881-3345
Fax: (561)881-3349

END OF PROJECT DATA

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EXHIBIT A(1): Federal Requirements Construction – **Part 1 – General Requirements**

EXHIBIT A(2): Federal Requirements Construction – **Part 2 – DBRA 2023-0717 Compliance**

EXHIBIT B: Davis Bacon Wage Decision (Applicable to this project)

EXHIBIT C: Environmental Review Results

NOTICE TO BIDDERS

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

TOWN OF LAKE PARK, FLORIDA
KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT
Invitation to Bid No. 101-2026

The Town has an on-going desire to implement strategies and work efforts that will improve the Town, its assets and the overall quality of life for its residents and visitors.

The Town of Lake Park is the recipient of grant funding from Palm Beach County for the purpose of replacing and improving the Fitness Trail and related Exercise Equipment at Kelsey Park.

The purpose of this solicitation is for the Town to secure a vendor that can furnish and install the specified fitness trail exercise equipment and provide new mulch for the trail length.

The project is located at Kelsey Park along the east side of Lake Shore Drive in Lake Park, Florida 33403.

This project is funded in part by a federally resourced CDBG grant. The procurement process and contract award for all goods shall be in compliance with the Town's Procurement Code, also with 24 CFR Part 200 of the Federal Procurement Code and all procurement regulations applicable to CDBG funding.

This project is partially funded by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development via funds of the US Department of HUD, and that Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Small, women owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project. The project strives to meet the requirements of Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (CFR Part 200).

Project Documents

Bid documents will be available through EUNA OpenBids (dba: Demandstar) beginning: **Monday, December 29, 2024, at 10:00 a.m. EST**, at www.demandstar.com

Bid Response

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

Bids are to be submitted on the bid forms included in the Bid Documents package.

Pre-Bid Meeting

Date and Time: **There is no prebid meeting scheduled at this time.**

Contractors should visit the project site to become familiar with existing conditions; contractors should submit any questions to the Town Clerks office as per bid documents.

BID SUBMITTAL REQUIREMENTS

TOWN OF LAKE PARK, FLORIDA KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

Bids are to be submitted on the bid forms included in the Bid Documents package.

All bid prices shall be guaranteed firm for a minimum of sixty (60) calendar days after the submission of the bid. No bidder may withdraw his bid within sixty (60) calendar days after the bid opening date.

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

Bids will be opened (via Demandstar web portal) and read aloud in the Town of Lake Park Commission Chambers at 2:05 p.m. EST, on Friday, January 30, 2026.

Award of bid will be made at a Town Commission meeting.

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

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

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

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

Vivian Mendez, MMC
Town Clerk
Town of Lake Park, FLORIDA
Published on: December 28, 2025
Palm Beach Post

BIDDER'S UNDERSTANDING

TOWN OF LAKE PARK, FLORIDA KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

All bids, including any Addenda or acknowledgement of Addenda, are to be submitted digitally via www.demandstar.com.

Please note, no fax, email, or phone bids will be accepted.

The deadline for submittal of questions and or submittal of a request letter for consideration of an "Approved Equal" product and/or material is Wednesday, Friday, January 16, 2026, at 4:00 pm EST.

No substitutions will be considered if submitted past this deadline.

Submit requests and support documentation to the Town Clerk.

POSTING OF BID RESULTS:

Bid submittals will be received until 2:00 p.m. EST on Friday, January 30, 2026.

Received bid submittals will be opened and read aloud starting at 2:05 p.m. on the same day.

Received bids will be then posted to the Lake Park Town website and to the EUAN OpenBids website (www.demandstar.com).

Over the following days the submitted bids will be evaluated for compliance with the bid document requirements and a Notice of Intent to Award will be issued.

PRE-BID CONFERENCE

There is no pre-bid conference scheduled at this time.

Contractors are invited to visit the site and submit any questions to the Town Clerk's office before the deadline for submitting questions. (see bid documents for dates).

Town representatives will respond to submitted questions and will provide a description of the project, project requirements, including Davis-Bacon requirements, answer questions, and to clarify any inconsistencies.

It is highly suggested that interested companies take the opportunity to inspect the site, familiarize themselves with the requirements and to insure all items affecting the bidding/costing of the project are considered.

PURPOSE OF BID:

The purpose of this bid is to contract for the replacement of the fitness trail exercise equipment at Kelsey Park located adjacent to Lake Shore Drive in the Town of Lake Park.

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing for the receipt of bids.

DELIVERY:

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

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists. Bidder agrees **not to** commence work without the following:

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Attendance to a meeting with the Palm Beach County Department of Housing and Economic Development to review procedures and payroll report requirements to meet DAVIS-BACON grant requirements
- Submit to Town a Payment and Performance Bond if the project exceeds \$100,000.00
- Notice to Proceed (NTP) issued from the Town
(issuance of a Purchase Order will serve as the NTP unless otherwise agreed.

REQUIRED BID PROPOSAL SUBMITTAL ITEMS:

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

Schedule of Required Bid Forms:

Local Forms:

- **BF #1:** Bid Form Signature Page (signed)
- **BF #2:** Acknowledge Addenda # _____ (if issued)
- **BF #3:** Schedule of Bid Items
- **BF #4:** Bid bond (minimum of 5% of total bid - if applicable)
- **BF #5:** Clarifications/Exceptions
- **BF #6:** List of References
- **BF #7:** Licenses/Certifications (copies of applicable licenses)
- **BF #8:** Proof of Existing Insurance Coverage
- **BF #9:** Drug Free Workplace Cert. (signed)
- **BF #10:** Conflict of Interest Disclosure Form
- **BF #11:** Truth-In Negotiations Certificate

Federal Forms:

- **FED #1:** Non-collusion Affidavit of Prime Bidder
- **FED #2:** Anti-kickback Affidavit
- **FED #3:** Certification of Non-Segregated Facilities
- **FED #4:** Certification of Eligibility of Contractor
- **FED #5:** Workforce Projection

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

END OF BIDDER'S UNDERSTANDING

INSTRUCTIONS TO BIDDERS

1. BIDDER'S UNDERSTANDING (Additional)

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

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

2. BOND REQUIREMENTS

A. BID BOND - If your bid price to perform the requirements of this solicitation are equal to or greater than \$100,000.00, then a project Performance and Payment Bond will be required for the project and you will be required to submit a **bid bond** with your bid submittal in an amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, a certified check or a cashier's check made out to The TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

3. PREPARATION OF BIDS

Bid responses are to be submitted and received digitally to EUAN OpenBids via www.demandstar.com or may be submitted via hardcopy to the Lake Park Town Clerks Office at 535 Park Avenue, Lake Park, Florida.

Bid submittals will be received until 2:00 p.m. EST, on Friday, January 30, 2026.

Bids are to be submitted on the bid forms included in the Bid Documents package.

Bid forms must be signed, as identified on forms, by the Bidder or his/her authorized representative.

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

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

- A. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words "No Bid" where appropriate.
- B. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Town of Lake Park. The Town reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

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

5. **REJECTION OF BIDS**

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

6. **AWARD OF CONTRACT**

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-lowest responsible & responsive Bidder or the work may be re-solicited at the Town's option.

7. GUARANTEE and WARRANTY

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

8. RETURN OF BID SECURITY

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

9. EXECUTION OF CONTRACT

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

10. **SUBLETTING OR ASSIGNING CONTRACT**

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

11. **POWER OF ATTORNEY**

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

12. **ADDENDA -- CHANGES WHILE BIDDING**

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by reviewing the documents posted on the DemandStar website or by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least nine (9) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document. Town Clerk email address: vmendez@lakeparkflorida.gov

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

13. **DAVIS/BACON ACT**

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

SUGGESTION FOR HUD SECTION 3 SUBRECIPIENT REQUIREMENTS:

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

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

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

14. PROTEST PROCEDURE

Protests may only be filed by a firm which has submitted a timely bid, as in accordance with the Town's protest procedures as fully described in the Town's purchasing ordinances.

15. FEDERAL AND STATE TAX

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

16. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

17. 'DRUG FREE WORKPLACE CERTIFICATION'

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

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

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

19. **LIQUIDATED DAMAGES**

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, Fifty Dollars (\$50.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre- construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$50/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing. Substantial completion shall be the date the certificate of occupancy (C of O) is issued.

20. **CONTRACT TIME**

The contractor shall submit shop drawings for all products and materials to the Public Works Department within fifteen (15) business days of receipt of a Town Purchase Order.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement. **The contract time is currently set at 120 calendar days to substantial completion, plus 30 days to final completion from the date of contract time commences (150 days' total contract time).**

21. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due **20 days after it is stamped as "received" by the Town.** If an "Agent", meaning a professional service company under contract to the Town to provide construction- phase services in support of the project is engaged, then payment is due the contractor within twenty-five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, John Wille, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. AIA document G-702 shall be used for the payment application format.

NO PAYMENT WILL BE MADE FOR STORED MATERIALS.

22. **APPROVAL OF ACCOUNTING SYSTEM**

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

- A. 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

23. **RIGHT TO INSPECT**

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

24. **RIGHT TO AUDIT RECORDS**

- A. **Audit of Cost or Pricing Data:** The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost, or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- B. **Contract Audit:** The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

C. 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:

1. Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

25. ADDITIONAL INFORMATION

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

26. APPROVED EQUAL CONSIDERATION

Any reference to brand names in this bid solicitation is for informational and reference purposes only. Substitutions of Approved Equal components will be considered. "Approved Equal" means equal to the performance, utility, function and must be representative of the component depiction, features, benefits, space requirements, fall height and warranty as indicated on the plan sheets as determined by the Town's Public Works Director or designee.

27. BABA CLAUSE

The Grantee / Sub-recipient / Developer / Contractor / Subcontractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as applied to Recipients of HUD Federal Financial Assistance (88FR 17001), and funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

28. SECTION 3 CLAUSE (if required)

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers area reported; and labor hours for Section 3 Targeted Workers as defined in 24

CFR Part 75 are reported by the Sub-recipient to the County for submittal to the Department of Housing and Urban Development.

- (ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
- (iii) Non-compliance with HUD's regulations in 24CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

29. CDBG CLAUSE

This project is partially funded by a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) administered through Palm Beach County Department of Housing and Economic Development via funds of the US Department of HUD. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project.

Palm Beach County requires the use of an online labor compliance reporting system for payroll submittal. Build America, Buy America Act 2 CFR Part 184 requirements apply. Section 3 requirements per 24 CFR Part 75 apply. Small, women owned, minority, Section 3 companies, and/or disadvantaged businesses are encouraged to bid on this project.

END OF INSTRUCTIONS TO BIDDERS

C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)

1. **Bodily Injury:**

Each Person	\$1,000,000.00
Each Accident	\$1,000,000.00

2. **Property Damage:**

Each Occurrence	\$1,000,000.00
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D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy.

Add the following names at Additional Insured Certificate Holder:

- E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.
- F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881- 3314).
- G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.
- H. No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

6. INSURANCE BY RECIPIENTS CONTRACTOR

Should Sub-recipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Sub-recipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of the Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Sub-recipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review of acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of Construction Contract, the Sub-recipient's Contractor shall provide to DHED, evidence of the following minimum insurance coverage:

- (1) **Commercial General Liability:** Contractor shall maintain limit of liability insurance with the minimum limits of \$1,000,000.00 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Sub-recipient and county as Additional Insureds. Sub-recipient shall also required that the Contractor include a Waiver of Subrogation against County.

 - (a) **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured.
A copy of the endorsement shall be provided to County upon request.
- (2) **Business Automobile Liability:** Insurance with minimum limits of **\$1,000,000.00** combined single limits for property damage and bodily injury per occurrence. In the event the contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase “Owned Auto” coverage as of the date vehicle(s) are acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer’s Liability.
- (4) **Pollution Liability / Environmental Impairment Liability:** If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000.00) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention of deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder’s acceptability of a higher self-insured retention or deductible in relationship to successful bidder’s financial condition.
- (5) **Waiver of Subrogation:** Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees, and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition no permit an insured to enter into a pre-loss agreement to waive subrogation with an endorsement, the Contactor shall notify the insurer and request the policy be endorsed with a

Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement of voids coverage should Contractor enter into such an agreement or a pre-loss basis.

- E. **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

7. CONTRACTOR'S RESPONSIBILITIES

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the construction and coordination of the parts and all systems shall be complete, compatible, and fully functional without additional costs.

7. PAYMENTS TO CONTRACTOR AND COMPLETION

The Town may employ an engineer or any other professional consultant with the appropriate knowledge and expertise of the work to perform inspections and approve applications for payments on this project. The Town will communicate at the pre-construction meeting the specifics regarding whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, the Contractor has passed a final inspection in accordance with the permit and all paperwork required by Palm Beach County is complete.

8. RETAINAGE

Contractor pay applications shall be calculated based on percentage of work completed less 10% retainage. The retainage amount shall be reduced to 5% when the contractor reaches sixty percent (60%) completion of the project scope of work.

9. **PERFORMANCE AND PAYMENT BONDS**

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

The contractor will be required to furnish a payment bond and a performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

10. **HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

11. **CONTRACT TERMS**

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

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

12. **WAIVER**

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

13. **SURVIVORSHIP OF BENEFITS**

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

14. **ENTIRE AGREEMENT**

This contract (consisting of the bid, any Addenda, contractor's bid, the Contract Agreement Form, 1014 Federal Requirements Construction – **Part One General Requirements and Forms** and 1014 Federal Requirements Construction - **Part Two DBRA**) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

15. **SEVERABILITY**

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

16. **TERMINATION**

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

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

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

17. **PERMITS, TAXES, LICENSES**

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

18. MANNER OF PERFORMANCE

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

19. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

END OF CONTRACT AGREEMENT INFORMATION

TOWN OF LAKE PARK, FLORIDA
KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT
Invitation to Bid No. 101-2026

SCOPE OF WORK

The Kelsey Park Fitness Trail Equipment Replacement Project includes the furnishing and installing of eleven (11) new fitness stations, featuring ADA- Compliant strength and cardio fitness equipment.

Additionally, the project includes furnishing and installing an ADA compliant walk/jog fitness trail pathway surface between the fitness stations. Provide new signage for workout guidance and rules for equipment and Park use.

Project Administration and General Mobilization:

- Park is to remain open. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic during construction operations.
- Contractor shall secure building permit before commencing with work; contractor with assistance from Town of Lake Park staff, will prepare project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.
- There is no potable water available on-site.
- This project is partially funded by a Federal Community Development Block Grant, therefore, Davis Bacon wage rates will apply.
- Contractor will be required to submit weekly Certified Payrolls for the duration of the project.
- Contractor will be required to provide and maintain the following Job-Site Posters:
 - 1 WH-1312 Poster
 - 2 Copy of Applicable Wage Decision for Project
 - 3 Workers Rights Poster
 - 4 Contractors Contact Information
- Furnish insurance, performance bond and payment bond (**this bond requirement applies only if bid price exceeds \$100,000.00**)
- Attend meeting with Palm Beach County Department of Housing and Economic Development for Davis Bacon requirements. Subcontractors shall also attend. Submit Davis Bacon paperwork.
- Provide copies of Manufacturer's Certification of playground installer
- Provide a copy of playground equipment Manufacturer's Warranty
- Play equipment engineering drawings (shop drawings shall be signed/sealed by qualified professional with calculations showing wind load design criteria for approval by the Town before any play equipment is ordered.
- All contractors working on the site must be registered to work in the Town.

- Contractor shall provide sod around any area where damaged has occurred due to the contractor's staging or construction disturbance.
- Contractor shall exercise care so as not to damage existing grass, walks, or other Town property during the performance of its contract. Contractor shall repair or replace any damaged grass or material should damage occur during construction.
- Close- out submittals, including all documentation needed to satisfy Davis Bacon requirements will be required at completion of project.
- **Any references to brand names in the bid document are for informational and reference purposes.**

Demolition

- Dismantle and remove existing fitness equipment including foundations in preparation of new fitness equipment installation.
- Remove demolished equipment and foundation materials from site and dispose in proper method.

Grading:

- Grade ground area surrounding new fitness equipment to provide a stable and level ground under and around the newly installed fitness equipment.
- Grade, backfill, fill and compact any ground depressions, low spots or high spots. *(i.e. grade deviations resulting from existing equipment removal, from equipment foundation removal or from wear and use of previous equipment.)*

Irrigation Repair:

- Repair any damaged irrigation lines or sprinkler heads as a result of the demolition work and or the new equipment installation work.

New Fitness Equipment:

Furnish and install the following new Fitness Equipment:

- | | |
|---|--------|
| • Captains Chair (In-ground mount) | 1 each |
| • Roman Chair Squat | 1 each |
| • Step-up Fitness Station | 1 each |
| • Sit-up Station | 1 each |
| • Knee Lift Station | 1 each |
| • Chin-up (Accessible, In-ground mount) | 1 each |
| • Push-up (Hi – Lo; In-ground mount) | 1 each |
| • Combo Fitness Hub (In-ground mount) | 1 each |
| • Fitness Overhead Ladder | 1 each |
| • Assisted Functional Trainer | 1 each |
| • Skill Trainer | 1 each |

Includes:

- Signed and Sealed Engineering for Fitness Equipment and installation requirements.
- Freight delivery to project site and off-load.
- Equipment manufacturing shall include a “Coastal” corrosion resistant paint application.
- “Certified” playground equipment installation with 3 year warranty.

Signage:

- Fitness Sign Post with sign plate for instructional sticker (sticker included) 11 each

ALTERNATE #1: ADA COMPLIANT SAFETY MULCH AT FITNESS TRAIL PATHWAY

Specification for Engineered Wood Fiber Mulch

PART 1 – GENERAL

Work Details

The work specified in this section consists of the installation of Engineered Wood Fiber (basis of design is GT Impax Engineered Wood Fiber Mulch or equal) in accordance with these specifications, and in conformity with the dimensions and notes shown in the plans.

Quality Assurance and Compliance Details

Accessibility of Surface Systems - ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.

Impact Attenuation - ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.

Standard for Engineered Wood Fiber - ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

IPEMA Certification: Manufacturer must provide proof of certification. “In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer’s certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org.”

PART 2 – MATERIAL DATA

Product is manufactured of a ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2” in length and no more than 15% fines to aid in compaction.

Product to have minimal bark and to be free of twigs, leaf debris and other organic material.

Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

PART 3 – SUB-BASE TYPES & DETAILS

Engineered Wood Fiber may be installed over compacted earth. If it is deemed that additional drainage is necessary; a layer of gravel can also be a suitable substrate.

PART 4 – SITE PREPARATION AND REQUIREMENTS

For in-ground (i.e. on grade) installations, excavate area to proper depth (12 in. for 12 in. system, 8 in. for 8 in. system).

Both in-ground and above-ground systems must be properly graded. A (1) percent grade is recommended for proper drainage. engineered wood fiber systems should not be installed on grades exceeding 10 percent. Substrate (for both in-ground and above-ground systems) must be firmly compacted, especially when additional fill material has been provided. The substrate should be free of stones, roots and other vegetation.

PART 5 – INSTALLATION

Fitness / Play Equipment Manufacturer recommends that all materials provided by Playground Manufacturer, including product data, specifications, installation instructions and maintenance procedures, as well as all site-specific plans, instructions and specifications, be reviewed by and inspected for compliance.

Further, purchaser should determine and specify fall heights and equipment use zones as required by the Consumer Product Safety Commission's *Handbook for Playground Public Safety*, applicable ASTM standards, and state and local codes and regulations.

Installation Instructions

1. Install Fitness / Play equipment
2. Install applicable drainage system, if required.

If gravel drainage is used, place 3 in. of drainage gravel on a layer of geotextile fabric. The lower end of the site should be connected to drainage to channel collected water away from the site. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap all slits with next piece of fabric.

Cover drainage system (either manufactured drainage or gravel) or earth substrate with geotextile fabric. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap at slits with next piece of fabric.

3. Install the engineered wood fiber to the proper depth; extra materials will be provided to allow for compaction. Install all the material delivered and please note that the surfacing will be several inches above grade until it compacts. Engineered wood fiber needs to be compacted in order to be considered handicapped accessible. This can be achieved over time and usage, or with a mechanical compactor. Saturating the initial load with water will help with compaction.
 4. For a smooth finished surface, hand rake. After two weeks of active use, surface should be raked again.
- *Periodical adjustments of engineered wood fiber are required under slides, swings and other concentrated use zones.*

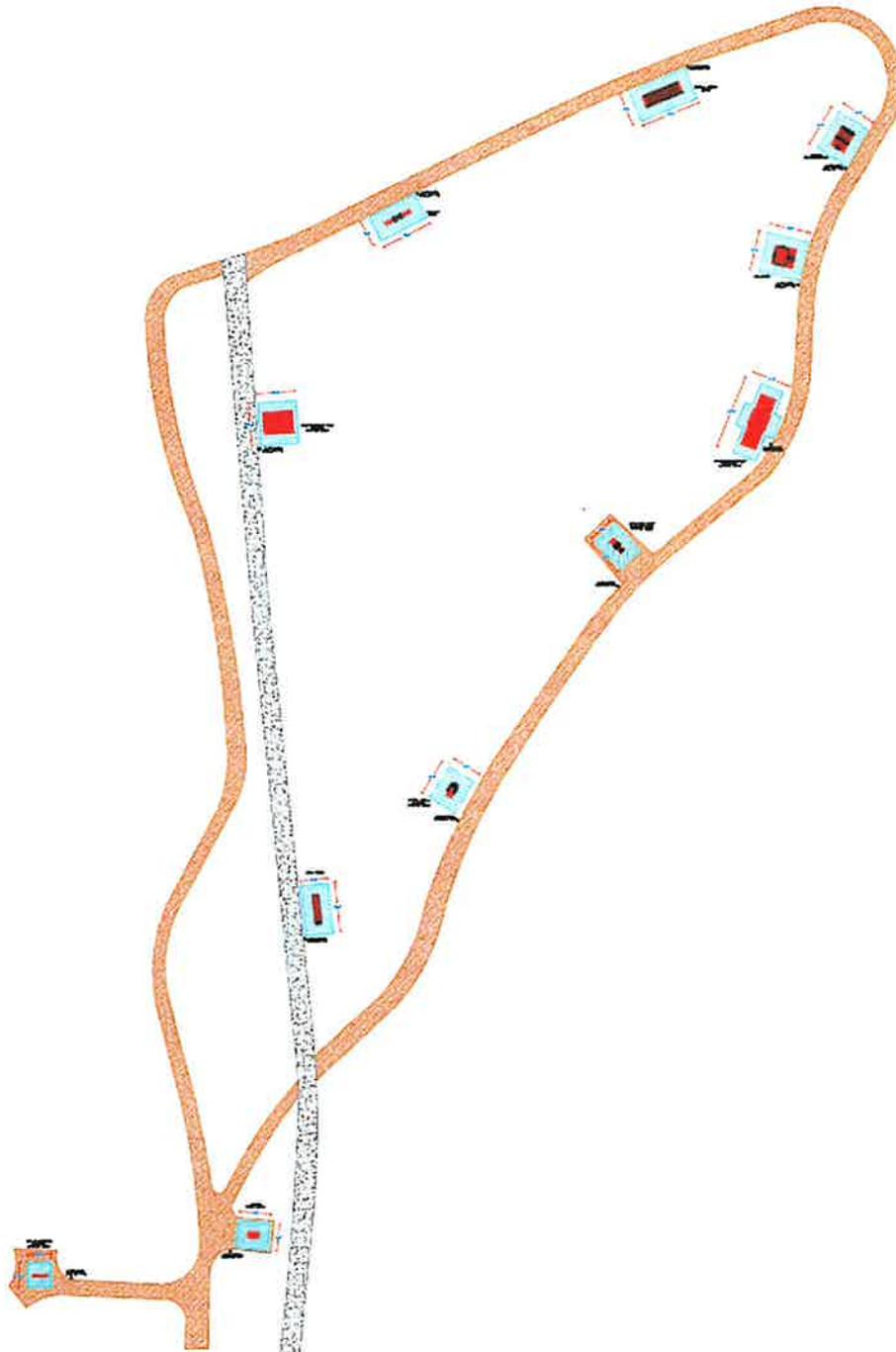
WARNING: Failure to maintain engineered wood fiber at the initial installation depth may result in an injury and void your warranty.

TOWN OF LAKE PARK, FLORIDA
KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT
Invitation to Bid No. 139-2025



Aerial View of Kelsey Park and
Existing Fitness Trail ●●●

Fitness Trail and Equipment Layout
11 workout stations





Captain's Chair



Roman Chair Squat



Step-up Fitness Station



Step-up Station



Knee Lift Station



Chin-up Station



Push-up (Hi-Lo)



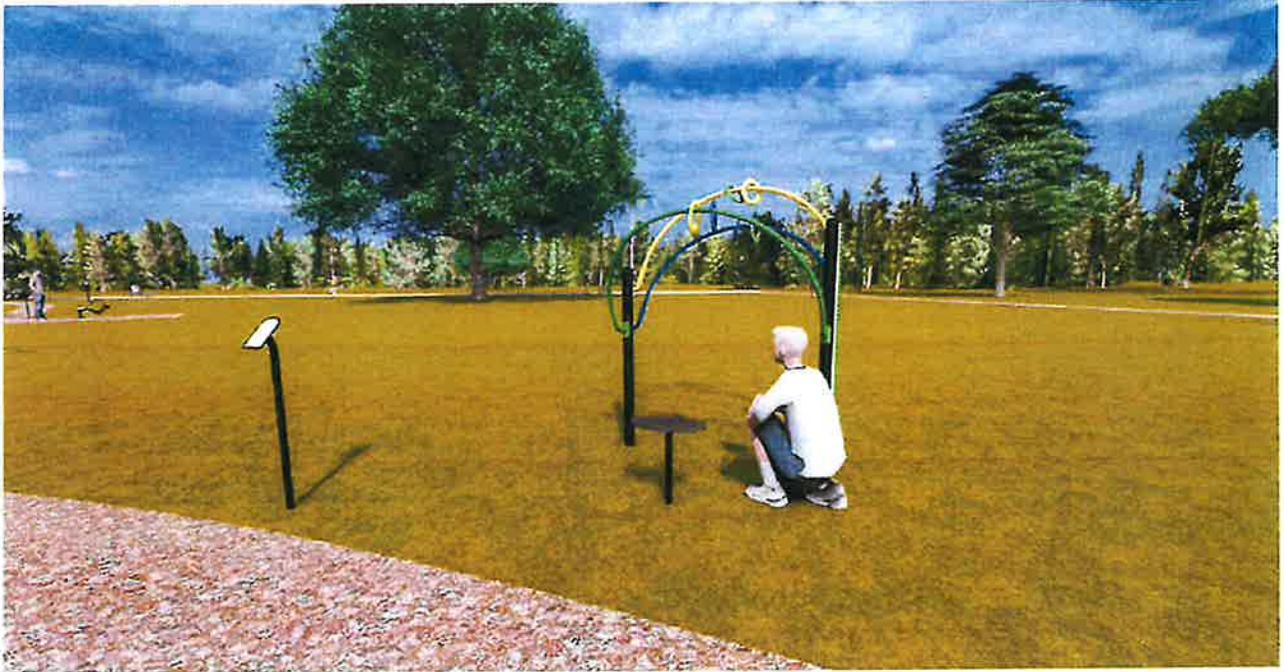
Combo Hub



Fitness Overhead Ladder



Assisted Functional Trainer



Skill Trainer

END OF SCOPE OF WORK

BID FORMS

BF #1

BID FORM SIGNATURE PAGE:

BID No. 101-2026

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Instructions: Remove or copy this and all following pages, complete, execute, and include in your bid package.

NAME OF FIRM: _____

ADDRESS: _____

PHONE: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

Name (Printed name of Signer): _____

Title _____

Email _____

TOTAL BASE BID PRICE: \$ _____

Numeric Amount

_____)

Bid Price Written out

Completion: One hundred fifty (150) calendar days after Notice to Proceed [Contractor may only perform work on this project Monday - Friday between 8am- 5pm, unless pre-approved for other hours by the Town].

Schedule of Required Bid Forms: (Yes or N)

Local Forms:

- **BF #1:** Bid Form Signature Page (signed) _____
- **BF #2:** Acknowledge Addenda # _____ (if issued) _____
- **BF #3:** Schedule of Bid Items _____
- **BF #4:** Bid bond (minimum of 5% of total bid - if applicable) _____
- **BF #5:** Clarifications/Exceptions _____
- **BF #6:** List of References _____
- **BF #7:** Licenses/Certifications (copies of applicable licenses) _____
- **BF #8:** Proof of Existing Insurance Coverage _____
- **BF #9:** Drug Free Workplace Cert. (signed) _____
- **BF #10:** Conflict of Interest Disclosure Form _____
- **BF #11:** Truth-In Negotiations Certificate _____

Federal Forms:

- **FED #1:** Non-collusion Affidavit of Prime Bidder _____
- **FED #2:** Anti-kickback Affidavit _____
- **FED #3:** Certification of Non-Segregated Facilities _____
- **FED #4:** Certification of Eligibility of Contractor _____
- **FED #5:** Workforce Projection _____

BF #2

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: _____

Signature: _____

Name and Title:
(Print or Type) _____

Date: _____

BF #3

SCHEDULE OF BID ITEMS:

BID No. 101-2026

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENDED BID AMOUNT
1	Indemnification	1	L.S.	<u>\$100.00</u>
2	General Conditions to include, mobilization project management, temp toilets, signage, MOT, temporary fencing, filing notice of commencement, testing, signed and sealed shop drawings for fitness equipment, project clean-up, contractor overhead and project closeout documents.	1	L.S.	<u>\$</u>
3	Performance & Payment Bond (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	<u>\$</u>
4	Building Permit (Town of Lake Park) Unused amounts will be returned to the owner	1	Allowance	<u>\$ 5,000.00</u>
5	Demolition of Existing Fitness Equipment (Including removal concrete foundations) Furnish and Install all new Fitness Trail Exercise Equipment Includes equipment as indicated in bid documents with S&S Engineering. Includes clean-up and repairs / remediation to the surrounding site area that was disturbed by the contractors work operations, such as filling, grading and sodding.	1	L.S.	<u>\$</u>
6	Construction Contingency Allowance amount to be used a the discretion of the owner All unused amounts will be returned to the owner	1	Allowance	<u>\$ 10,000.00</u>

BASE BID ITEMS 1 THRU 6

\$

Numeric Amount

Written Amount

BF #3 cont.

ALTERNATE #1: ADA COMPLIANT SAFETY MULCH AT FITNESS TRAIL PATHWAY

7 Furnish and Install Engineered Mulch 1 L.S. \$ _____
Including: fine-grade & prep work for surface installation
Also, includes repairs/remediation to the surrounding site area that was disturbed by the contractors work operations such as grading and re-sodding.

TOTAL BASE BID ITEMS 1 THRU 7 \$ _____
Numeric Amount

Written Amount

ESTIMATED NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM DATE OF ORDER: _____ Calendar Days

BF #4

INSERT BID BOND HERE

If Applicable

BF #6
LIST OF REFERENCES

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

REFERENCE #1

Company Name/Agency: _____
Address: _____

Point of Contact: _____
Phone Number: _____ Fax
Number: _____

REFERENCE #2

Company Name/Agency: _____
Address: _____

Point of Contact: _____
Phone Number: _____ Fax
Number: _____

REFERENCE #3

Company Name/Agency: _____
Address: _____

Point of Contact: _____
Phone Number: _____ Fax
Number: _____

BF #7

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

BF #8

INCLUDE PROOF OF EXISTING INSURANCE

BF #9

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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

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

Authorized Signature

(Date)

Name & title (typed)

BF #10

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches. The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

_____ The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and title (Print or Type)

Date

BF #11

TRUTH – IN NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

FED #1

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

(1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

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

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

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

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

Signature:

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online

notarization, this ___ day of _____ 20__ by _____

_____, who is personally known to me or who has produced

_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. _____

FED #2

ANTI-KICKBACK AFFIDAVIT

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

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

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

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ___ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

FED #3

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

FED #4

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: ITB #101-2026 Project Name: Kelsey Park Fitness Trail Equipment Replacement

(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: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ___ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL: _____ Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. _____

FED #5

WORKFORCE PROJECTION
HEAVY WAGE DECISION

PROJECT NAME:	Kelsey Park Fitness Trail Equipment Replacement
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

OPERATORS

OTHER WORK CLASSIFICATIONS

- Cranes, all tower cranes
- Cranes with boom length 150 ft and over
- Cranes with boom length less than 150 ft
- Drill
- Oiler
- Asphalt Paver
- Backhoe Loader Combo
- Backhoe/ Excavator
- Bulldozer
- Grader/Blade
- Loader
- Mechanic (type: _____)
- Roller
- Scraper
- Trackhoe
- Tractor
- Other (must specify below):

- Electrician
- Ironworker – Structural
- Laborer – Grade Checker
- Painter, - brush, roller & spray
- Carpenter – includes form work
- Cement Mason/ Concrete Finisher
- Laborer – Common or General
- Laborer – Pipe-layer
- Laborer - Power Tool Operator
(Hand Held Drills/ Saws, Jackhammer)
and Power Saws only
- Truck Driver, includes Dump Truck
- Truck Driver – Off the Road Truck
- Welder
- Welder
- Other (must specify below):

Documents Required for Federal Funded Projects

(as provided by Palm Beach County - PBC)

A (1)

1014 Federal Requirements Construction – **Part One - General Requirements and Forms**
(Pages 1 -21)

A (2)

1014 Federal Requirements Construction - **Part Two DBRA** (Pages 1 -13)

See Attached **EXHIBIT A**

Davis Bacon Wage Decision (Applicable to this project)

General Decision Number: FL20250130 12/12/2025

See Attached **EXHIBIT B**

Environmental Review Results

See Attached **EXHIBIT C**

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EXHIBIT A:

Kelsey Park Fitness Trail Equipment Replacement

**Kelsey Park at Lake Shore Drive
Lake Park, FL 33403**

Documents Required for Federal Funded Projects

A (1)

**1014 Federal Requirements Construction – Part One - General Requirements and Forms
(Pages 1 – 15)**

A (2)

**1014 Federal Requirements Construction - Part Two DBRA
(Pages 1 -16)**

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSTRUCTION)

PROJECT NAME: KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

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:
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Bonding Requirements for Construction Contracts
- 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
- Buy America Preference for Infrastructure Projects

- 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 (SF1413)

- 4. Reports to be submitted by Subrecipient/ Contractor after contract award:
- Contract Award Report (HUD Form 2516) submit 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 Intent to Comply (see Section 3 Guide Book)
- Total Project Labor Hours, Section 3 Workers Labor Hours, Targeted Section 3 Workers Labor hours (see Section 3 Guide Book)
- Narrative Report of Section 3 Outreach Efforts (see Section 3 Guide Book)

- 5. Davis-Bacon & Related Acts:
Federal labor standards provisions of the Davis-Bacon & Related Acts apply to construction projects valued over \$2,000. The following requirements are attached:
- Required Use of Labor Compliance Reporting System for Certified Payrolls and Section 3 Hours
- Display of Posters and Wage Decision
- Guidance to Contractor for Compliance with Labor Standards Provisions
- Exhibit A: Federal Labor Standards Provisions - Form HUD-4010
- Section 3 Guide Book
- The applicable wage decision(s) shown below is attached.
- Note on Wage Decision updates: The wage decision that is in effect 10 days before the bid opening date shall be applied to the project, provided that the contract is awarded within 90 days of bid opening. For contracts not awarded within 90 days of bid opening, the wage decision in effect at the time of contract award shall be applied to the project.

Wage Decision(s) No.: FL 20250130 12/12/2025

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.

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 amended.

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, cashier's 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.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

- 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.

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 1u (Section 3) and 24 CFR Part 75. 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 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Borrower to the County for submittal to the Department of Housing and Urban Development.
2. The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
3. Non-compliance 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 projects.

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.

* * * * *

BUY AMERICA PREFERENCE FOR INFRASTRUCTURE PROJECTS

References:

- 2 CFR Parts 184
- 2 CFR Part 200.322
- OMB Memorandum M-22-11
- HUD CPD-23-12

Buy America Preference means the domestic content procurement preference set forth in section 70914 of the Build America, Buy America (BABA) Act, which requires the head of each Federal agency to ensure that none of the funds made available for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. "Project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (1) The Buy America Preference (BAP) applies to awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the award
- (2) Infrastructure encompasses public infrastructure projects which includes at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and building and real property; and structures, facilities, and equipment that generate transport, and distribute energy including electric vehicle (EV) charging.

- (3) The Federal awarding agency should interpret the term "infrastructure" broadly and consider the description provided in paragraph (c) above as illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes "infrastructure", the Federal awarding agency should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.
- (4) Subrecipients must document that they have followed the steps as outlined in the HUD CPD-23-12, to determine applicability of the BAP to projects.
- (5) The Buy America Preference must be included in all awards, subawards, contracts and purchase orders for the work performed, or products supplied under the award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.

Buy America Preference

- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States
 - (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation
 - (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- (6) Subrecipients must include the following BABA language in all procurement bid/ contract documents with subrecipients, contractors, developers and subgrantees:

"The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance"(88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver."

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

- (1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

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

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

ANTI-KICKBACK AFFIDAVIT

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

(1) I am _____ of _____, the undersigned that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

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

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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

- (1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

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

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL: Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned 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 undersigned 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. 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 undersigned 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, and that he/she will retain such certifications in his/her files.

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

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

WORKFORCE PROJECTION

PROJECT NAME:

Instructions: Consult the Project Wage Decision/s and check 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.

OPERATORS

- Asphalt Paver
- Backhoe
- Backhoe Loader Combo
- Bobcat/ Skid Steer/ Skid Loader
- Boom
- Boring Machine
- Broom/ Sweeper
- Bulldozer
- Concrete Finishing Machine
- Concrete Pump
- Concrete Saw
- Crane
- Crane, all tower cranes
- Crane with boom length 150 ft and over
- Crane with boom length less than 150 ft
- Crane, all Cranes over 160 Ton Capacity
- Crane – all Cranes over 15 Ton Capacity
- Curb Machine
- Distributor
- Drill
- Excavator
- Forklift
- Gradall
- Grader/Blade
- Grinding/ Grooving Machine
- Highway/ Parking Lot Striping – Striping Machine Operator
- Highway/ Parking Lot Striping – Spray Nozzleman
- Loader
- Mechanic (type: _____)
- Milling Machine
- Oiler
- Paver – Asphalt, Aggregate, Concrete
- Piledriver
- Post Driver (Guardrail/ Fences)
- Roller
- Scraper
- Screed
- Trackhoe
- Tractor
- Trencher

DRIVERS

- Truck Driver, Distributor Truck
- Truck Driver, Dump Truck
- Truck Driver, Flatbed Truck
- Truck Driver, Lowboy Truck
- Truck Driver, Slurry Truck
- Truck Driver, Vector Truck
- Truck Driver, Water Truck
- Truck Driver, Off the Road Truck

OTHER WORK CLASSIFICATIONS

- Asbestos Worker/ Heat & Frost Insulator
- Bricklayer
- Carpenter, includes Form Work
- Carpenter, excludes Drywall Hanging

- Carpenter – includes Acoustical Ceiling Installation, Drywall Finishing/ Taping, Drywall Hanging, Form Work, Metal Stud Installation
- Carpenter – Piledriverman
- Cement Mason/Concrete Finisher
- Drywall Finisher/Taper
- Drywall Hanger
- Elevator Mechanic
- Fence Erector
- Glazier
- Highway/ Parking Lot Striping - Painter
- Installer – Guardrail
- Ironworker – Ornamental, Reinforcing, Structural
- Tile Setter
- Laborer – Traffic Control Specialist, incl. placing of cones/ barricades/ barrels – Setter, Mover, Sweeper
- Laborer – Asphalt, incl Raker, Shoveler, Spreader and Distributor
- Laborer - Common or General
- Laborer – Flagger
- Laborer – Grade Checker
- Laborer - Landscape and Irrigation
- Laborer – Mason Tender – Brick
- Laborer – Mason Tender – Cement/ Concrete
- Laborer - Common or General, including Cement Mason Tending
- Laborer – Plaster Tender
- Laborer – Pipelayer
- Laborer - Power Tool Operator (Hand Held Drills/ Saws, Jackhammer and Power Saws only)
- Laborer – Roof Tearoff
- Painter - brush, roller & spray
- Electrician
- Electrician (includes Low Voltage Wiring)
- HVAC Mechanic (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)
- Pipefitter (includes HVAC pipe, Unit and Temperature Controls Installations)
- Sheet Metal Worker (includes HVAC duct installation, excludes Metal Roof installation)
- Plumber
- Roofer (includes Built Up, Modified Bitumen, and Shake & Shingle Roofs, Excludes Metal Roofs)
- Roofer – Metal Roof
- Sign Erector
- Sprinkler Fitter (fire sprinklers)
- Welder
- Additional Classifications (must specify below):

Submitted by: _____ Company Name: _____ Date: _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

**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

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

Statement And Acknowledgment

OMB Control Number: 9000-0066
Expiration Date: 5/31/2025

Part I - Statement Of Prime Contractor

1. Prime Contract Number <i>Enter the Prime's designation or leave blank</i>	2. Date Subcontract Awarded	3. Subcontract Number <i>Enter the Prime's designation or leave blank</i>
4. Prime Contractor		5. Subcontractor
a. Name	PRIME CONTRACTOR	
b. Street Address	LOWER TIER SUBCONTRACTOR, MUST MATCH BLOCK 15	
c. City	d. State	e. ZIP Code
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."		
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:		
a. Name Of Awarding Firm <i>Usually the PRIME, but may be a subcontractor awarding a lower tier subcontract</i>		
b. Description Of Work By Subcontractor		

Description of the work to be performed by the subcontractor listed in Block 5

8. Project <i>Project Name</i>	9. Location <i>Project Address</i>	
10a. Name Of Person Signing	11. By (Signature)	
10b. Title Of Person Signing	TO BE SIGNED BY PRIME CONTRACTOR	
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)	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

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STANDARD FORM 1413 (REV. 10/2023)
 Prescribed by GSA/FAR (48 CFR) 53.222(e)

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

14. Name(s) Of Any Intermediate Subcontractors, If Any

A Tier 2 Subcontractor, if any (any subcontractors listed here must submit a separate Form 1413, where this entity will be listed in Block 5 and Block 15, and the subcontractor that awarded the subcontract will be listed in Block 7a

15a. Name Of Person Signing	16. By (Signature)	17. Date Signed
TO BE SIGNED BY SUBCONTRACTOR LISTED IN BLOCK 5		
15b. Title Of Person Signing		

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.

***This form will be provided to the Prime Contractor in fillable PDF format after contract award**
**** Block 4 and Block 10a through 12 always contains the Prime Contractor information**
*****Block 7a is the entity that awarded the subcontract, for example the Prime or a Tier 1 sub**
******This Form shall be submitted by all subcontractors. This form must be submitted by the Prime within 14 days of a subcontract award**

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

Contract and Subcontract Activity										U.S. Department of Housing and Urban Development					OMB Approval No. 2577-0088 OMB Approval No. 2502-0355														
<p><small>Public reporting burden for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.</small></p> <p><small>Executive Orders dated July 14, 1983, direct that the Minority Business Development Plans shall be developed by each Federal Agency and these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.</small></p> <p><small>Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq. and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.</small></p>																													
1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										Check <input type="checkbox"/> PH <input type="checkbox"/> HI <input type="checkbox"/> CPD <input type="checkbox"/> Housing		2. Location (City, State/Zip Code)																	
3a. Name of Contact Person										3b. Phone Number (Including Area Code)					4. Reporting Period <input type="checkbox"/> Oct. 1 - Sept. 30 (Annual -FY)		5. Program Code(s) (Not applicable for CPD program - See explanation of Codes at bottom of Page Use a separate sheet for each program code)		5. Date Submitted to Field Office										
6a. Grant/Project Number or HUD Case number or other identification of property, subdivision, dwelling unit, etc.		6b. Amount of Contract or Subcontract		6c. Type of Trade Code (See below)		6d. Contractor or Subcontractor Business Racial/Ethnic (See below)		6e. Woman Owned Business (Yes or No)		6f. Prime Contractor Identification ID# Number		6g. Subcontractor Identification ID# Number		6h. Sec 8 7a.		7. Contractor/Subcontractor Name and Address													
														Name Street City State Zip															
<p>SUBMIT THIS FORM IN EXCEL FORMAT THE EXCEL FILE WILL BE PROVIDED AFTER CONTRACT AWARD</p>																													
<p>7c: Type of Trade Codes:</p> <table style="width:100%; border: none;"> <tr> <td colspan="5">Housing/Public Housing:</td> </tr> <tr> <td>1 - New Construction</td> <td>2 - Substantial Rehab</td> <td>3 - Repair</td> <td>4 - Service</td> <td>5 - Tenant's/Manager</td> </tr> <tr> <td>6 - Professional</td> <td>7 - Tenant Services</td> <td>8 - Education/Training</td> <td>9 - Arch. Engrg. Appraisal</td> <td>0 - Other</td> </tr> </table>															Housing/Public Housing:					1 - New Construction	2 - Substantial Rehab	3 - Repair	4 - Service	5 - Tenant's/Manager	6 - Professional	7 - Tenant Services	8 - Education/Training	9 - Arch. Engrg. Appraisal	0 - Other
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<p>7d: Racial/Ethnic Codes:</p> <table style="width:100%; border: none;"> <tr> <td>1 - Black Americans</td> <td>2 - Black Americans</td> <td>3 - Native Americans</td> <td>4 - Hispanic Americans</td> <td>5 - Asian Pacific Americans</td> <td>6 - Hispanic Asian</td> </tr> </table>															1 - Black Americans	2 - Black Americans	3 - Native Americans	4 - Hispanic Americans	5 - Asian Pacific Americans	6 - Hispanic Asian									
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<p>5: Program Codes (Complete for Housing and Public and Indian Housing programs only):</p> <table style="width:100%; border: none;"> <tr> <td>1 - All Housing, including Section 8</td> <td>2 - Flexible Subsidy</td> <td>3 - Section 8 - Insured - Non-IPDA</td> <td>4 - Insured (Management)</td> <td>5 - Section 202</td> <td>6 - HUD-Field (Management)</td> <td>7 - Public Indian Housing</td> <td>8 - Section 811</td> </tr> </table>															1 - All Housing, including Section 8	2 - Flexible Subsidy	3 - Section 8 - Insured - Non-IPDA	4 - Insured (Management)	5 - Section 202	6 - HUD-Field (Management)	7 - Public Indian Housing	8 - Section 811							
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<p><small>Previous editions are obsolete</small> <small>Form HUD-2516 (3-98)</small></p>																													

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Borrower and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Borrowers contractors/subs 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, labor hours on Section 3 Covered Projects, 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 Borrowers/developers.

User Responsibilities

1. Borrowers, 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. Borrower 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. Borrower shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Borrower's Bid and Construction documents.
4. Borrower shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Borrower's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does 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 Borrower'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 Borrower through the service will meet Borrower'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 Borrower 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 County.

POSTING THE WAGE DECISION, DAVIS BACON POSTERS AND ADDITIONAL CLASSIFICATIONS WAGES

The prime 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 Development.

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 Form WH-1321 (English)
- Employee Rights Under the Davis-Bacon Act Form WH-1321 (Spanish)
- applicable Wage Decision(s)
- additional classifications wages
- 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 Development at the pre-construction conference. The prime contractor is responsible for posting these in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) in they have any questions or want to file a complaint.

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 Development.

GUIDANCE TO CONTRACTORS FOR COMPLIANCE WITH FEDERAL 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. You must apply for an additional classification. Please see below for E. Classifications not included in 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 wages and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

For example: The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
<u>Fringe Benefits</u>	<u>\$1.00</u>
Total Prevailing Wage	\$11.00

Employers may comply by paying: 1. \$11.00 in cash wages; 2. \$10.00 plus \$1.00 in bona fide fringe benefits; or 3. any combination of wages and benefits that totals \$11.00 per hour.

(3) Fringe benefits may include:

- Sick, vacation, or holiday pay
- Costs to defray expenses of apprenticeship or similar programs
- Medical or hospital care
- Supplemental unemployment benefits
- Health insurance
- Life insurance
- Pensions on retirement or death
- Compensation for injuries or illness resulting from occupational activity
- Other bona fide fringe benefits or
- Insurance to provide any of the above

Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA, workers' compensation or unemployment compensation.

(4) Calculating Fringe Benefits. 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

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

benefit by 2080 hours. 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

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the basic rate of pay plus the straight-time (S/T) rate of any required fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$

D. Deductions

The employer may make payroll deductions as permitted by DOL relations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Workers who have "Other" 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 laborers/ 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. Split Classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

H. 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.

I. Piece rate/ piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the "effective" hourly rate. The effective hourly rate must be calculated for each week's earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

J. Apprentices/ Helpers

A worker may be classified as an apprentice only if employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA).

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

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.

FEDERAL LABOR STANDARDS PROVISIONS

Exhibit A – HUD-4010 Federal Labor Standards Provisions.

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.
- iv. Fringe benefits not expressed as an hourly rate**
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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. Unfunded plans**
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, in accordance with the criteria set forth in 29 CFR 5.28, 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.
- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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 laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)-(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract 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.

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

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, 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 that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable 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 or her 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 29 CFR 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 U.S.C. § 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.

EXHIBIT B:

Kelsey Park Fitness Trail Equipment Replacement

**Kelsey Park at Lake Shore Drive
Lake Park, FL 33403**

Davis Bacon Wage Decision (Applicable to this project)

General Decision Number: FL20250130 12/12/2025

"General Decision Number: FL20250130 12/12/2025

Superseded General Decision Number: FL20240130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/03/2025
1	04/04/2025
2	08/15/2025
3	12/12/2025

ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	15.20

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-003 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.90	15.66

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2025

Rates	Fringes
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PAINTER: Brush, Roller and Spray.....	\$ 27.00	14.78
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SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator....	\$ 15.33	3.60
OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 16.05	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

EXHIBIT C

KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT

Kelsey Park at Lake Shore Drive

Lake Park Florida

Environmental Review Results



December 4, 2025

Mr. Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

**Housing & Economic
Development**

Strategic Planning Division

100 Australian Avenue - Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbc.gov/hed

**Palm Beach County
Board of County
Commissioners**

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell, Jr.

County Administrator

Joseph Abruzzo

**RE: Kelsey Park Fitness Equipment Environmental Review
Results**

Dear Mr. Reade:

Palm Beach County Department of Housing & Economic Development (HED) has completed an Environmental Review (ER) in accordance with 24 CFR Part 58 for the Community Development Block Grant Funding activity: Public Facilities and Improvements – Kelsey Park Fitness Equipment Replacement and Enhancement.

The ER did not identify any adverse environmental conditions for the funded activity, however plan to inform HED if any future environmental findings or conditions are discovered during activity implementation. If needed, applicable mitigation measures must be incorporated into implementation and may affect the total project cost. The ER will be kept on file at the HED office.

If you have any questions, contact Paulette Edwards, Community Development Programs Specialist at 561-233-3623 or pedwards1@pbc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan B. Brown".

Jonathan B. Brown, Director
Housing and Economic Development

cc: Carlos Serrano, Deputy Director HED
Bud Cheney, Division Director, CREIS

"An Equal Opportunity Employer"