



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency

Meeting Agenda

Wednesday, July 05, 2023 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Carmen Rodriguez	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT: NONE

PUBLIC COMMENT:

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

CONSENT AGENDA:

1. April 19, 2023 Special Call CRA Board Meeting Minutes.
2. May 3, 2023 Special Call Community Redevelopment Agency Meeting Minutes.
3. May 22, 2023 CRA Stakeholder (Business Owners and Property Owners) Workshop Minutes.

4. Resolution 44-07-23 Authorizing and Directing the Chair to Execute an Agreement with Creative Contracting Group for the Provision of Labor, Materials and Equipment Associated with the Construction of a Pocket Park at 7th Street.

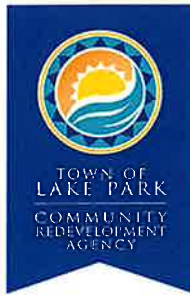
NEW BUSINESS:

5. Summer Bash Fundraiser Funding Request.

AGENCY MEMBER REQUESTS:

ADJOURNMENT:

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on August 16, 2023.



**Community Redevelopment Agency
Agenda Request Form**

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: April 19, 2023 Special Call Community Redevelopment Agency Meeting Minutes.

☐ SPECIAL PRESENTATION/REPORT ☒ **CONSENT AGENDA**
☐ OLD BUSINESS ☐ NEW BUSINESS
☐ OTHER:

Approved by Executive Director: *[Signature]* **Date:** 6-14-23

Vivian Mendez, Agency Clerk, MMC

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>V.M.</u> Please initial one.

Recommended Motion: I move to approve the April 19, 2023 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency

Meeting Minutes

Wednesday, April 19, 2023 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

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

CALL TO ORDER/ROLL CALL

10:22 P.M.

PRESENT

Chair Roger Michaud
 Vice-Chair Kimberly Glas-Castro
 Board Member John Linden
 Board Member Mary-Beth Taylor
 Board Member Judith Thomas

ABSENT

Board Member Henry Stark

PLEDGE OF ALLEGIANCE

The pledge of allegiance was performed earlier in the evening during the Regular Commission Meeting.

SPECIAL PRESENTATION/REPORT:

None

PUBLIC COMMENT:

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

CONSENT AGENDA:

1. March 15, 2023 Community Redevelopment Agency Meeting Minutes.

Motion made to approve the March 15, 2023 CRA Meeting Minutes by Board Member Thomas,
Seconded by Board Member Taylor.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Linden

2. Resolution 35-04-23 Authorizing and Directing the Chair to Execute a Second Amendment to the Agreement with Vincent and Sons Landscaping, Inc., for the Provision of Professional Landscape Maintenance Services within the Boundaries of the Community Redevelopment Agency.

Board Member Taylor asked that \$3,200, of the contracted cost be allocated for pressure cleaning the sidewalks and curbs on both sides of 7th Street to 10th Street on Park Avenue.

Motion made approve Resolution 35-04-23 submit to an amendment to pressure cleaning the Park Avenue Downtown District by Board Member Taylor, Seconded by Board Member Linden.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Thomas

NEW BUSINESS:

3. Resolution 36-04-23 Authorizing and Directing the Chairman to Sign a First Amendment to the Grant Agreement with Oceana Logistics International Inc., Kiss Kitchens LLC and Florida Canning Company LLC Collectively as the Lake Park Group.

Vice-Chair Glas-Castro declare point of order and asked if the item could be considered considering the Development Order was not approved during the Commission Meeting. Executive Director D'Agostino stated that the Resolution does state that the grant agreement was contingent on site plan approval. He explained that the site plan was critical to the company moving forward as well as the Town of Lake Park. Any financial delays would jeopardize the contract cost and the project moving forward. He stated that Oceana would not be able to meet the deadlines, indicated in the Resolution, if the project continues to be delayed.

Board Member Linden stated that without a site plan...Attorney Baird interjected that the item before the CRA Board was whether or not the Board wanted to move forward with the Resolution. He explained that if they felt they could not move forward, then they should postponed it, like they did the site plan.

Vice-Chair Glas-Castro asked if the item could be considered since the site plan was not approved. Attorney Baird explained that several of the “Whereas” clauses in the Resolution rely on an approved development order, as well as certain sections of the grant.

Motion made to move the item to a future Special Call CRA meeting by Board Member Linden.

Ms. Amy Angelo representing Oceana Coffee expressed her extreme disappointment that the meeting has taken this direction. She felt that it could have simply been directed back to staff, as it was the first time, to find a solution to the issue discussed this evening. She explained that the site plan was approved and if they had the funding they would build what was previously approved. The discussion this evening would cause added cost to a very costly project. She stated that the decision made this evening were based on their personal experiences and not the professional traffic engineers who have approved the project. She added that the six (6) cars shown in the drawings are representative of the Town Code states. She informed the CRA Board that she had a presentation that explained how this project would not diminish anything, other than square footage. She stated that the same value was coming to the Town. She spoke of the \$160 Million in revenue over the next five-years and hundreds of jobs. She described why they chose the Town of Lake Park over so many other opportunities they had to bring their business to. She gave the example of what Ms. Jo Porter and A.J. Brockman dating back to 2014. They were able to see that the Town was making changes to making the Town a very vibrant, artistic, cultural place to be, that supported small business. She spoke of her passion working on this project for the past three-years and how this was the future of the company, the Town and Palm Beach County. She explained that she has been working with staff since 2018 looking at properties that would be perfect for this company. They finally found the perfect site in 2019 and have spent \$600,000 on developing the site. They spent \$700,000 on purchasing the land. She described that they were very far in the hole if the project does not move forward. She spoke of their great hopes in Lake Park and contracts with contractors that have timelines on it. She explained everything that staff has done to assist to make the timeframe work. She appreciated that opportunity of a grant, which was very generous and are humbly grateful and proud to be the ones to receive the grant and doing the Town proud. She explained other locations that would be opening in the near future, such as Palm Beach International Airport. She thanked the CRA Board for listening to her very passionate statements.

Vice-Chair Glas-Castro stated that they did not make any decision on a whim. They were looking out for the interest of the residents. Ms. Angelo stated that the site plan was approved. Vice-Chair Glas-Castro stated that the Commission asked staff to address the issues and they did not do it adequately. She wished them well in their new location. Ms. Angelo stated that they would be appealing the decision.

Attorney Baird explained that the Board could establish a Special Call Meeting. The Board discussed next steps with Oceana. Attorney Baird assisted in formulating a motion – to have the Manager establish a date for a Special Call CRA Meeting on the same night that the site plan goes before the Town Commission.

Executive Director D’Agostino asked a clarifying questions related to the approval of the site plan and then at some point in time schedule in the future they schedule a Special Call CRA meeting. Attorney Baird stated that their \$1M grant was dependent of a site plan. He clarified what was said, which was that they had an approved site plan and that was correct. They chose not to build that approved site plan, which was why they came back with the modified site plan. They could not build the approved site plan because they don’t have enough funding to support the site plan. He explained that had they begun construction as required with the approved plan, this meeting would not have taken place. It was not the Commission’s fault that they did not move forward with the plan, it was the decisions they made about what they wanted to do. The CRA could only react to what was being proposed.

Chair Michaud clarified that the Board would not take any action this evening and would wait for the item to go before the Town Commission before scheduling a Special Call CRA Board Meeting.

AGENCY MEMBER REQUESTS:

ADJOURNMENT: 10:52 P.M.

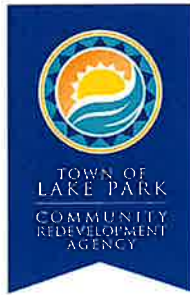
FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on June 5, 2023

Chair, Roger D. Michaud

Agency Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2023



**Community Redevelopment Agency
Agenda Request Form**

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: May 3, 2023 Meeting Minutes CRA Special Call Meeting

☐ SPECIAL PRESENTATION/REPORT ☒ **CONSENT AGENDA**
☐ OLD BUSINESS ☐ NEW BUSINESS
☐ OTHER:

Approved by Executive Director: *[Signature]*

Date: 6-14-23

Vivian Mendez, Agency Clerk, MMC

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes Exhibit A
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>V.M.</u> Please initial one.

Recommended Motion: I move to approve the May 3, 2023 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency

Meeting Minutes

Wednesday, May 03, 2023

Immediately Following Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Roger Michaud	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

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

CALL TO ORDER/ROLL CALL

8:25pm

Present:

Chair Roger Michaud

Vice-Chair Kimberly Glas-Castro

Agency Member John Linden

Agency Member Mary Beth Taylor

Agency Member Judith Thomas

Agency Member Henry K. Stark

Executive Director John O. D'Agostino

Agency Attorney Thomas J. Baird, Esq.

Acting Agency Clerk Kimberly Rowley

PLEDGE OF ALLEGIANCE

Bypassed

SPECIAL PRESENTATION/REPORT:

PUBLIC COMMENT:

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

Valentina Delcoro is a resident of Jupiter Florida and the former General Manager of Kelsey Theater in 2021-22. She wants to bring back Kelsey Theater. She is looking for guidance from Commission members.

CONSENT AGENDA:

None

NEW BUSINESS:

- 1. RESOLUTION 36-04-23 OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A FIRST AMENDMENT TO THE GRANT AGREEMENT WITH OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

Executive Director D'Agostino explained the resolution and history of the grant request. He advocated for providing CRA assistance for businesses. He provided details of the proposed grant amendment.

Oceana Coffee Representative Amy Angelo advocated for small businesses in Palm Beach County and for the approval of the grant amendment followed by a presentation.

Agency Member Taylor had no questions

Agency Member Linden spoke favorably of the site and design plan. He has concerns with funds being spent on this project when there are other properties in the town that need help. He was interested in helping Oceana but not for the amount requested.

Ms. Angelo requested a conversation on the topic and went on to speak about Oceana's plan.

Agency Member Linden expressed concerns about payouts to Oceana.

Ms. Angelo stated that Oceana cannot afford to build without the grant.

Agency Member Linden continued to express concern about not getting a return on the investment after 10 years. He was willing to negotiate a lower amount, but not comfortable

with a million dollar grant. Agency Member Linden suggested Oceana was in default. Ms. Angelo declined to have any discussions on default without their attorney present.

Agency Member Thomas expressed concern and wants the plan to move forward with improving the site due to it being an eyesore. She asked could Oceana ensure the project would be built? She would like to see a guarantee from Oceana that construction would take place in a timely manner. She had a question of the deadline date referenced in the buildout letter for permits with potential need for further distribution of funds. She had concern about future revisions of the site plan. She anticipated demolition to have occurred by now. She would like to see a timeline for progression of the project in 6 month increments. Ms. Angelo stated that we are on the same team. She provided language from the traffic performance letter. Agency Member Thomas was not interested in what the letter said.

Agency Member Stark: recognizes the need for progress and also for sound fiduciary decisions. He says we have to adapt, let go of memories and progress. He spoke about long term benefits outweighing any potential issues. He would also like to see assurances with when the project will move forward.

Vice-Chair Glas-Castro asked can Oceana comply with the dates in the draft amendment. Ms. Angelo stated that June 15th would be the latest date to start construction and she does not see a problem with that. Vice-Chair Glas-Castro also mentioned date of completion to be December 2024.

Mr. Brent Mar, Contractor stated that the start date would depend on permits. He would be able to pull permit for demo right away, but still needs to obtain building permit.

Executive Director D'Agostino stated that the Town would move as quickly as possible to facilitate permits in order to meet timelines.

Chair Michaud had questions about various entities moving forward.

Ms. Angelo stated that they would need to be discussed between the partners at that time.

Chair Michaud asked about proposal of 200 jobs being brought in. Ms. Angelo confirmed and they are already looking to the Town for new hires. She explained that several businesses are interested in the shared kitchen spaces already and all kitchen units would be fully committed prior to opening.

Agency Member Linden questioned what was the backup plan if the Town had not awarded the original grant. Ms. Angelo stated that at this time, they would not be able to move forward.

Discussion ensued of the market value. Executive Director D'Agostino anticipates a value of \$8 million.

Motion to approve the Grant Agreement made by Agency Member Thomas

Second by Agency Member Stark

The Board discussed adopting a time-line and inserting into the contract for completion dates for certain project milestones. They discussed changing the June 15th deadline. They discussed changing the deadline date to the next disbursement date in December.

They came to consensus that demolition must be complete by August 15 2023 and obtain permit for vertical construction by September 15 2023

Agency Member Stark motion to amend the motion to approve the grant agreement to include deadlines as discussed

Agency Attorney Baird re-read proposed amended motion to approve the grant agreement with the conditions of completion of demolition by August 15, 2023 and to obtain building permit for vertical construction by September 15, 2023.

Discussion ensued.

Agency Attorney Baird stated for clarity “You are adopting the Resolution authorizing the Chair person to execute an amended contract with those two terms in it”

Agency Member Thomas stated “yes” to the amended motion

Second by Agency Member Stark

Voting Aye: Chair Michaud, Vice-Chair Glas-Castro, Agency Members Thomas and Stark

Voting Nay: Agency Members Linden and Taylor

2. REQUEST TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENCUMBER AND EXPEND FUNDING AND TO APPROVE TWO PROPOSALS FROM ENGENUITY GROUP FOR PROFESSIONAL SURVEYING SERVICES AND PROFESSIONAL ENGINEERING SERVICES FOR THE SURVEYING, DESIGN AND DEVELOPMENT OF 100% CONSTRUCTION-READY ENGINEERING DESIGN PLANS ASSOCIATED WITH THE PROPOSED SEPTIC TO SEWER TRANSITION IN THE INDUSTRIAL AREA.

Executive Director D’Agostino explained the item.

Agency Member Stark asked if there was a financial benefit or detriment to the properties involved Executive Director D’Agostino explained that there is no immediate financial need. He explained that the properties will be paying in order to contribute to the payment of the bond. Agency Member Stark asked if the payment would be proportionate to the size of the property or if it was a flat fee.

Mr. Adam Sweeney, engineer from Engenuity Group stated that based on a study they performed last year, there would be a cost per property based on the size of the property and various other components.

Agency Member Stark asked for confirmation that each individual property would be assessed and asked if the people were made aware that the value of their properties would most likely increase due to this. Mr. Sweeney replied that this was a part of the study from last year and there have been stakeholder meetings with property holders and they were informed as to the results and potential cost increases.

D'Agostino read the language "you are approving the expenditure by the CRA for money in the amount of \$199,774 to complete the design of the 42 private properties plus the public works facility".

Agency Member Thomas made motion to approve the request.

Second by Agency Member Stark

No discussion

Voting Aye: All

Voting Nay: None

AGENCY MEMBER REQUESTS:

Vice-Chair Glas-Castro requested to re-arrange order of items for future meetings so that major discussion items would be heard last so that attendees would not have to wait so long for their item to come up.

COMMENTS:

Executive Director D'Agostino Comments Exhibit "A"

ADJOURNMENT:

Motion to adjourn Vice-Chair Glas-Castro

Second by Agency Member Stark

Voting Aye: all

Meeting Adjourned 10:48pm

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on June 7, 2023



CRA EXECUTIVE DIRECTOR COMMENTS

EXHIBIT "A"

Item 2.

SPECIAL CALL COMMUNITY REDEVELOPMENT AGENCY MEETING Wednesday, May 3, 2023

COMMUNITY DEVELOPMENT

A CRA Stakeholder (Business Owners and Property Owners) Workshop will be held **Monday, May 22** at 6 p.m. in Town Hall's Commission Chambers to discuss the CRA Grant applications that will be applicable to business owners and property owners and the marketing strategy with Discover the Palm Beaches. The applications will then be brought forward on June 7 for CRA Board's final review. All property owners and business owners in the CRA will be notified by mail in advance of the Workshop.



Community Redevelopment Agency Agenda Request Form

Meeting Date: July 5, 2023

Agenda Item No.

Agenda Title: May 22, 2023 CRA Stakeholder (Business Owners and Property Owners) WORKSHOP Minutes

☐ SPECIAL PRESENTATION/REPORT ☒ **CONSENT AGENDA**
☐ OLD BUSINESS ☐ NEW BUSINESS
☐ OTHER:

Approved by Executive Director:  Date: 6-14-23

Laura Weidgans, Deputy Town Clerk

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes Exhibits A-C
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>LW</u> . Please initial one.

Recommended Motion: I move to approve the May 22, 2023 CRA Stakeholder (Business Owners and Property Owners) WORKSHOP Minutes



Lake Park Town Commission, Florida

CRA Stakeholder

(Business Owners and Property Owners)

WORKSHOP Minutes

Monday, May 22, 2023 at 6:00 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

SPECIAL PRESENTATION/REPORT:

1. CRA Grant Program Guidelines and Applications by Grant Writer/Chief Public Information Officer Merrell Angstreich. Grant Writer/Chief Public Information Officer Angstreich went over the CRA residential grant application purpose and process. She provided details of the grant which is for a total of \$250,000 and will be available on a first come first serve basis. She explained that funding caps are in place and she described the qualifications and terms of the grant (Exhibit A).

A resident asked if the grant funds could be used to address a code violation. Grant Writer/Chief Public Information Officer Angstreich advised the resident that yes, it could be used for that purpose but that if there was a code violation on a property, the grant funds would need to be used to address the violation before any beautification projects could be approved under the grant.

Commissioner Mary Beth Taylor asked if the income guidelines would apply to a property owner or to a renter and she was told that the renter's income would be used to calculate the income for grant purposes but that the question presents a potential amendment to the application. Commissioner John Linden asked about a projected date of approval of applications for residents. Grant Writer/Chief Public Information Officer Angstreich advised that once the Board approves the grant application at their next meeting on June 7, 2023, it could be from 10 days to 2 weeks for applications to be approved. Residents were encouraged to follow the CRA on Facebook for updates on the grant and applications. Grant Writer/Chief Public Information Officer Angstreich went over the CRA business grant application purpose and process. She stated that they will be offering a business plan guide

along with the grant for those businesses that wanted it. She explained that the total amount of the grant is for \$500,000 and will be available on a first come first serve basis. She provided a summary of the purpose and terms of the grant. (Exhibit B).

A business owner asked if the application would only be open to store-front types of businesses and Grant Writer/Chief Public Information Officer Angstreich stated that no, it is not limited to those types of businesses.

Lo-kal Gastropub business owner stated a concern about the language as written regarding business loss qualifications and that it does not encompass businesses that have been disadvantaged by the CRA. Town Manager John D'Agostino explained that the residential units that will be coming into the CRA that could increase business within the CRA were still two to three years down the road and encouraged the business owner to work on a business plan that would sustain the business. He stated that initiatives would need to come from the CRA and from the businesses within the CRA in a combined effort. The business owner restated his concern. Town Manager D'Agostino assured the business owner that the grant would apply to him.

A restaurant owner stated concerns over having to move his business but that there are no suitable locations available within the CRA. Town Manager D'Agostino offered assistance with finding a location and directed the business owner to another possible grant scenario that could assist with re-developing a site to suit their needs.

A member of the attendees asked if there was a cap on the residential grant. Grant Writer/Chief Public Information Officer Angstreich stated that a cap was not notated but that it could be potential language they could add to the application to establish a cap.

Commissioner Judith Thomas asked why the grant was not available to homestead properties. Grant Writer/Chief Public Information Officer Angstreich advised that making the grant available to homestead properties is something that could potentially be included in the application. Commissioner Thomas also had a question about ad valorem taxes and stated that the residents also have the PACE program available to them.

An attendee asked if the funds used to correct code violations could be granted on a separate basis. Grant Writer/Chief Public Information Officer Angstreich advised that it could be considered.

Grant Writer/Chief Public Information Officer Angstreich encouraged potential applicants to start putting together their supporting documentation so that when the application is finalized, they are already prepared.

2. Discover the Palm Beaches Marketing Co-Op Presentation by Heather Andrews from Discover the Palm Beaches. Ms. Andrews provided a presentation on how to support business owners within the Town of Lake Park. (Exhibit C). Ms. Andrews provided a list of upcoming business networking opportunities.

Grant Writer/Chief Public Information Officer Angstreich thanked the attendees and stated she is available for any and all questions they may have.

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on June 7, 2023.

Chair Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2023



TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA) Guidelines And Procedures For Residential CRA Grant Program

Please note than an application must be approved by the CRA BEFORE work begins.

The applicant assumes all financial liabilities related to work that is completed prior to a ruling.

The applicant will receive an official written correspondence from the CRA Grant Program Committee following a review of the application.

Purpose

The primary objective of this grant program is to encourage redevelopment and revitalization of residential structures and properties by offering limited financial and technical assistance. The overall objective is to stimulate reinvestment in the CRA districts and to preserve or revitalize the homes that create the unique character of the community.

Residential property owners may qualify for this matching grant program which provides full payment for low-income homeowner-occupied properties and 50% reimbursement for residential rental properties occupied by low-income tenants of the total project cost, to pay for the design and/or implementation of eligible improvements to existing residential structures within the CRA. Grants requested *solely* for the purpose of beautification will also only be funded at 50%, regardless of applicant status. It is not the intent of this grant program to provide for continuing or ongoing maintenance. All disbursements of grant funds are made following the completion and final inspection of the improvement project; payments for residential property owners will be paid directly to contractors upon approval by the homeowner. Funds are appropriated annually in the CRA budget for each district and are available on a first-come, first-served basis. The program is subject to the availability of allocated funds in the CRA budget. Low-income describes an individual or family that is at or below 80% of the area median income. Proof of income must be provided.

Applicants are reminded that grant awards are discretionary and should not be considered an entitlement. All grant criteria contained herein are guidelines, not guarantees for awards and successful applicants may receive any amount up to the maximum award. Should an applicant

meet all grant criteria, a grant may or may not be awarded due to funding limitations, competing applications, and/or competing priorities. Program details are subject to change.

Program Rules

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The desired result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity in the CRA. This program shall not serve to pay for delinquent or recurring operational utility or similar invoices.

1. The program is for residential properties only, to include residentially zoned properties not homesteaded or occupied by the property owner (i.e. residential rental properties). The property owner must be the applicant. Applications for properties delinquent in payment of property taxes will not be accepted.
2. The program is available only for property located within the CRA.
3. The property to be improved by the grant cannot have Town of Lake Park liens against it, unpaid bills, and/or open Town of Lake Park code violations. If these issues exist, they must be addressed prior to any beautification work is undertaken.
4. Improvements must be consistent with applicable design guidelines and policies as outlined by the CRA Plan and all other applicable codes.
5. Eligible improvements for this program include:
 - Painting/cleaning/siding
 - Roof repair/replacement
 - Porch repair/replacement
 - Exterior doors/windows
 - Landscaping (to include hardscapes)
 - Irrigation
 - Driveway/parking creation/improvement
 - Exterior lighting and electrical
 - ADA improvements
 - Fencing
 - Demolition of structures deemed unfit and unsafe for use
 - Permit fees associated with proposed improvements
 - Rectifying code violations
 - Other structural or façade improvements as determined to qualify by the CRA Executive Director
6. All work must be done in compliance with applicable Town of Lake Park codes and regulations. All professional work must be performed by a licensed contractor in good standing with the Town of Lake Park. Improvements to properties that do not or cannot meet building and safety codes are ineligible.

7. Historically designated buildings shall meet the historic preservation guidelines and requirements.
8. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after being notified of grant approval by the CRA. Any work completed prior to receiving grant approval is ineligible for reimbursement.
9. Only one (1) Residential Improvement Grant application will be accepted per property, per annual grant cycle. A grant agreement that includes consecutive years of funding may be approved and is contingent on the CRA Board's acceptance of this type of grant agreement. The Residential Improvement Grant Program is only available to applicants who have not received previous grant funding for the same property in the three (3) years prior to the date of grant approval by the CRA Board.

Application Process

1. An applicant seeking a Residential Improvement Grant may apply online at **TBD**. A checklist of required documents and forms can be found and uploaded within the online grant application.
2. Applications will be accepted on a rolling basis and the associated fiscal year CRA funds will be applied.
3. The CRA Grant Program Committee undertakes the initial review of the application and determines if the application is complete. If the application is determined to be incomplete, it will be returned to the applicant and the applicant will have the opportunity to resubmit. Once complete, the application will be date-stamped as received. Acceptance of a completed application packet is not a guarantee of funding.
4. Applicants may not have any outstanding Town of Lake Park violations or liens against their property. CRA grants will not be awarded until the complete satisfaction of any Town of Lake Park violations or liens.
5. Within two (2) weeks, or 10 business days, of receipt of the completed application, the CRA Grant Program Committee will conduct a full review to ensure compliance with the CRA Grant Program criteria. The CRA Grant Program Committee will forward a recommendation to the CRA Executive Director. Once approved by the CRA Executive Director, the application will be provided to the CRA Board for final approval, along with a grant agreement and associated promissory note, as well as a resolution for approval, denial or approval with conditions.
6. All grant funding decisions are final.
7. By accepting the CRA grant award, applicant understands and agrees to:
 - Maintain the improvements made in accordance with this agreement for a period of three (3) years.
 - Not alter, modify, or remove the improvements made in accordance with the agreement for a period of three (3) years without CRA approval.

- Maintain ownership of the property in accordance with the agreement for a period of three (3) years unless written approval from the CRA Grant Program Committee is received. Receipt of grant funding to improve property for sale is prohibited. Sale of subject property prior to completion of improvements will result in the revocation of award approval.
- Commit to allowing all tenants in residence at the time of grant award to remain in residence for three years, if the tenant so desires, or rent the property to a tenant with comparable financial status at a comparable rent (if the property is not owner-occupied).

Failure to comply may result in:

- Legal action.
- Repayment of all CRA funds received by applicant for the subject property.

Project Implementation and Reimbursement Process

1. Projects receiving funding must apply for any necessary permits immediately (if applicable) and begin work within 90 days from receipt of grant approval notification and must be completed within one (1) year, unless a written agreement stipulates otherwise or a written request for time extension is received and approved by the CRA at least 30 days prior to project expiration. Non-compliance with these time frames may result in retraction of grant approval, and a new application would be required for consideration.
2. By accepting the grant, applicant agrees to comply with monthly updates conducted by the CRA Grant Program Committee. These updates may be obtained via email, phone or site visits. Reporting may include, but is not limited to, work schedules, reporting forms, and projected completion dates.
3. CRA staff will conduct a site visit before grant payment is made in order to verify that work has been completed; additional inspections will be performed if a permit is required for the work. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.
4. Grant funds will be dispersed after the improvements are completed and inspected (unless a grant agreement stipulates otherwise). In the case of residential rental properties, it is the responsibility of the applicant to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to the CRA Grant Program Committee by the applicant. The project must be completed essentially as presented to the CRA Grant Program Committee and approved by the CRA Director in order to receive payment/reimbursement.
5. Award reimbursement shall be made upon completion of the improvements as approved. A final inspection and approval by the Town are required. Submission of the following documentation is required for reimbursement of awarded project costs:
 - Photos of completed project and all work funded by the CRA grant.
 - Proof of payment in full for all work included in project as approved. Detailed invoices and paid receipts showing the name, address and phone number of licensed contractor or professional service used is required.
 - Copies of all required permits and final inspections.
 - Signed and completed W-9, as required by law, for the contractor(s) providing services.
6. Requests for reimbursement of project costs not included in either the approved renovation

plan or an approved change order shall not be considered for reimbursement.

7. The CRA reserves the right to verify any and all costs associated with design or renovation work for which reimbursement is requested.
8. The Town of Lake Park's Finance Department (which also manages the CRA budget) shall keep all financial records associated the CRA annual budget and CRA grants.

DRAFT



TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA) Guidelines And Procedures For Commercial And Industrial CRA Grant Program

Please note that an application must be approved by the CRA BEFORE work begins.

The applicant assumes all financial liabilities related to work that is completed prior to a ruling.

The applicant will receive an official written correspondence from the CRA Grant Program Committee following a review of the application.

Purpose

The purpose of the CRA Commercial And Industrial Improvement Grant Program, which includes the **facility improvement grant** and the **operational sustainability grant**, is to assist commercial property and business owners in the CRA with maintaining their businesses and/or properties during times of financial distress and encouraging them to invest in their operations through interior or exterior improvements. The objective is to stimulate reinvestment in the CRA districts and to preserve or renew the traditional business areas and establish them as centers for community-oriented activities.

Commercial property owners may apply for the **facility improvement grant**, which is a matching grant program that provides **up to** 50% reimbursement of the total project cost, **up to** a \$75,000 grant, to pay for the design and implementation of eligible improvements to existing commercial structures within the CRA.

Owners of businesses located in the Lake Park CRA that have experienced a documented downturn in their business may apply for an **operational sustainability grant** of **up to** \$25,000 for six months or **up to** \$50,000 for one year, based on prior income and expenses.

Funds for both grants are appropriated annually in the CRA budget and are available on a first-come, first-served basis. The program is subject to the availability of allocated funds in the CRA budget.

Applicants are reminded that grant awards are discretionary and should not be considered an entitlement. All grant criteria contained herein are guidelines, not guarantees for awards, and successful applicants may receive any amount up to the maximum award. Should an applicant meet all grant criteria, a grant may or may not be awarded due to funding limitations, competing applications, and/or competing priorities. Program details are subject to change.

Program Rules

The following rules are intended to inform a potential grant applicants of the extent and scope of the program. The desired result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, enhance business operation, and facilitate and encourage redevelopment activity in the CRA districts. This program shall not serve to pay for delinquent or recurring operational utility or similar invoices.

1. The program is for commercial properties and businesses (including industrial). The business owner must be the applicant for the **operational sustainability grant** and the property owner must be the applicant for the **facility improvement grant**. Applications for properties delinquent in payment of property taxes will not be accepted.
2. The program is available only for property located within the CRA.
3. Improvements made through the **facility improvement grant** must be consistent with applicable design guidelines and policies as outlined by the CRA Plan and all other applicable codes.
4. Eligible improvements for the facility improvement program include:
 - Painting
 - Roof repair/replacement
 - Awnings/canopies
 - Exterior doors/windows
 - Landscaping (to include hardscapes)
 - Irrigation
 - Parking lot repaving, resealing, restriping
 - Exterior lighting and electrical
 - Exterior security features (access to security cameras for law enforcement required)
 - ADA improvements
 - Fencing
 - Demolition of structures deemed unfit and unsafe for use.
 - Permit Fees associated with proposed improvements
 - Other fee-related, structural or façade improvements as determined to qualify by the CRA Executive Director
5. All work funded by the **facility improvement grant** must be performed in compliance with applicable Town of Lake Park codes and regulations. All professional work must be performed by a licensed contractor in good standing with the State, County and the Town of Lake Park. Improvements to properties that do not or cannot meet building and safety codes are ineligible.

6. **Facility improvement grant** funds will be reimbursed exclusively for approved work, approved change orders, and only for work that has been performed after being notified of grant approval by the CRA. Any work completed prior to receiving grant approval is ineligible for reimbursement.
7. **Operational sustainability grant** applicants must be able to prove income loss and provide documentation of business income and expenses for the two years prior to the application for funding (or for as long as the business has been in existence, if that period is less than two years; businesses must be in operation for a minimum of one year in order to qualify for the **operational sustainability grant**).
8. Only one (1) grant application in each category (operational sustainability or facility improvement) will be accepted per property, per annual grant cycle. A grant agreement that includes consecutive years of funding may be approved and is contingent on the CRA Board's acceptance of this type of grant agreement. A **facility improvement grant** is only available to applicants that have not received previous grant funding through this program for the same property and for the same work, in the three (3) years prior to the date of grant approval by the CRA Board.

Application Process

1. An applicant seeking either an **operational sustainability grant** or a **facility improvement grant** may apply online at **TBD**. A checklist of required documents and forms can be found and uploaded within the online grant application.
2. Applications will be accepted on a rolling basis and the associated fiscal year CRA funds will be applied.
3. The CRA Grant Program Committee undertakes the initial review of the application and determines if the application is complete. If the application is determined to be incomplete, the application will be returned to the applicant and the applicant will have the opportunity to resubmit. Once a completed application is submitted, it will be date-stamped as received. Acceptance of a completed application packet is not a guarantee of funding.
4. Applicants may not have any outstanding Town of Lake Park violations or liens against their property. CRA grants will not be awarded until the complete satisfaction of any Town of Lake Park violations or liens.
5. Within two (2) weeks, or 10 business days, of receipt of the completed application, the CRA Grant Program Committee will conduct a full review to ensure compliance with the CRA grant program criteria. The CRA Grant Program Committee will forward a recommendation to the CRA Executive Director. Once approved by the CRA Executive Director, the application will be provided to the CRA Board for final approval.
6. All grant funding decisions provided are final.

7. By accepting a **facility improvement grant** award, applicant understands and agrees to:
 - Maintain the improvements made in accordance with this agreement for a period of three (3) years.
 - Not alter, modify, or remove the improvements made in accordance with the agreement for a period of three (3) years without CRA approval.
 - Maintain ownership of the property in accordance with the agreement for a period of three (3) years. Receipt of grant funding to improve property for sale is prohibited. Sale of subject property prior to completion of improvements will result in the revocation of award approval.

Failure to comply may result in:

 - Legal action.
 - Repayment of all CRA funds received by applicant for the subject property.
8. By accepting an **operational sustainability grant** award, the applicant understands and agrees to
 - Maintain ongoing business operations in an unchanged manner and for an unchanged purpose for the duration of the grant period
 - Sustain (or increase) existing business operating hours

Project Implementation and Reimbursement Process

1. Projects receiving funding under the **facility improvement grant** must begin work within 90 days from receipt of grant approval notification, and work must be completed within one (1) year, unless a written agreement stipulates otherwise or a written request for time extension is received and approved by the CRA at least 30 days prior to project expiration. Projects receiving funding must apply for any necessary permits immediately (if applicable) in order to adhere to the timeframes stated above. Non-compliance with these time frames may result in retraction of grant approval, and a new application would be required for consideration.

Projects receiving funding under the **operational sustainability grant** must continue operations for a minimum of the period covered by the funding provided (six months or one year)
2. By accepting the grant, applicant agrees to comply with monthly updates conducted by the CRA Grant Program Committee. These updates may be obtained via email, phone or site visits. Reporting may include, but is not limited to, work schedules, reporting forms, and projected completion dates for the **facility improvement grant** and operating logs and financial statements for the **operational sustainability grant**.
3. CRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement. Additional inspections will be performed if a permit is required for the work.
4. **Facility improvement grant** awardees will receive grant funding after the improvements are completed, inspected and all associated costs have been paid (unless a grant

agreement stipulates otherwise). It is the responsibility of the applicant to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to the CRA Program Committee by the applicant. The project must be completed essentially as presented in the approved application in order to receive payment/reimbursement.

Operational sustainability grant awardees will receive grant funding on a month-by-month basis.

5. Facility improvement award reimbursement under the **facility improvement grant** shall be made upon completion of the improvements as approved. A final inspection and approval by the Town are required. Submission of the following documentation is required for reimbursement of awarded project costs:
 - Photos of completed project and all work funded by the CRA grant.
 - Proof of payment in full for all work included in project as approved. Detailed invoices and paid receipts showing the name, address and phone number of licensed contractor or professional service used is required.
 - Copies of all required permits and final inspections.
 - Signed and completed W-9, as required by law, for the recipient of grant funds.
6. Requests for reimbursement of project costs under the **facility improvement grant** not included in either the approved renovation plan or an approved change order shall not be considered for reimbursement.
7. The CRA reserves the right to verify any and all costs associated with design or renovation work for which reimbursement is requested under the **facility improvement grant** and any and all operational costs requested under the **operational sustainability grant**.
8. The Town of Lake Park's Finance Department (which also manages the CRA budget) shall keep all financial records associated the CRA annual budget and all CRA grants.

Business Plan Consulting Services

As part of its efforts to support local businesses in the CRA, the Lake Park CRA will contract with a consultant (or consultants, as necessary) who will be made available to provide business plan guidance at no cost to the applicants. All interested commercial/industrial grant applicants will have the opportunity to request and receive this service. Requesting or declining such services will have no impact on the outcome of an applicant's grant request.

The Palm Beaches

Item 3.

LAKE PARK

Partners in Tourism





OVERVIEW





WHO WE ARE



Discover The Palm Beaches

- **Official Tourism Marketing Corporation** contracted by Palm Beach County's Board of County Commissioners
- Private, **not-for-profit** organization accredited by Destination International
- Reports to 25 **Member Board** / 7 appointed by Palm Beach County Board of County Commissioners
- A **Tourism Development Council** organization that collaborates with sister agencies

- **MISSION:** Grow the Tourism Economy
- **VISION:** Position The Palm Beaches as Florida's Premier Tourism Destination

TOURISM PROMOTION FOR PALM BEACH COUNTY

Item 3.



DESTINATION TEAM



6% NIGHTLY TAX
ON STAYS IN
ACCOMMODATIONS

BED TAX INVESTMENT/GROWING THE TOURISM ECONOMY

Item 3.



ALLOCATION

- 30%** Discover The Palm Beaches
- 33%** Tourism Infrastructure
- 13%** Cultural Council
- 12%** ERM
- 5%** Sports Commission
- 3%** Film & TV Commission
- 3%** TDC / Special Projects
- 1%** Tax Collector

TOURISM PROVIDES BUSINESSES AND PEOPLE WITH OPPORTUNITIES

Item 3.

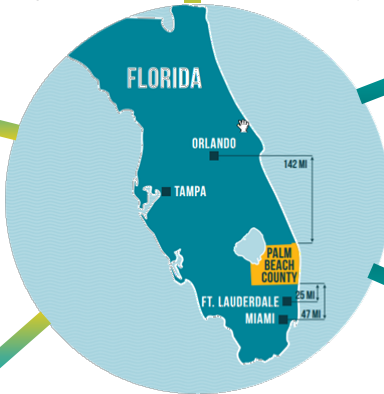
\$10B Total Economic
I M P A C T
12% of Palm Beach
County's economy


VISITORS GENERATE
\$6.9B
in direct spending


4 in 10
restaurants

1 in 10
retailers

60,000
households
ALL RELY ON TRAVEL




Supports the
livelihoods of
85,000
hardworking people




Tourists Generates
\$242
MILLION
in local taxes and fees

SHARED COMMUNITY VALUE

Item 3.

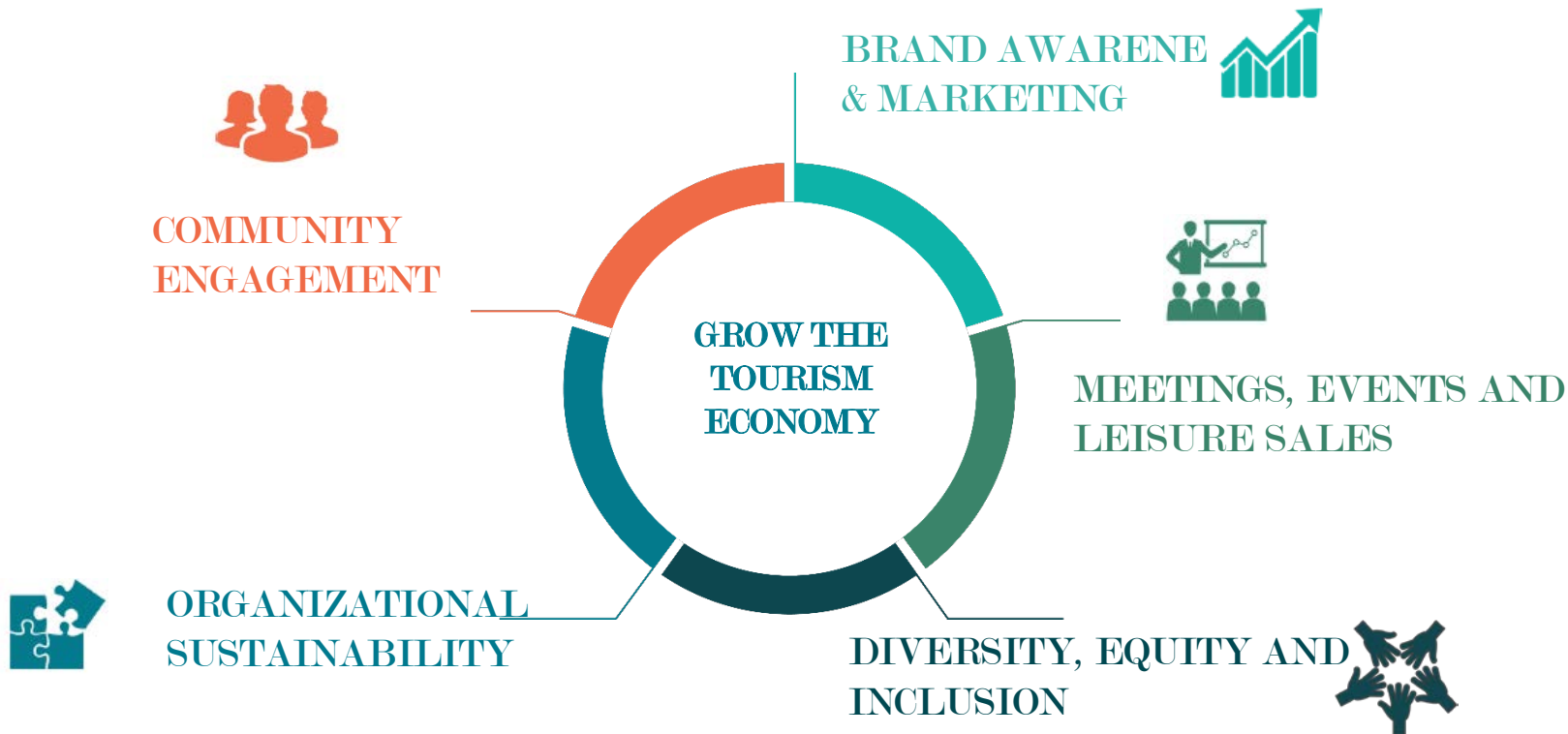
Working for Everyone in The Palm Beaches

Discover The Palm Beaches is Your Destination Organization



CAPITALIZING ON STRATEGIC PLAN

Item 3.

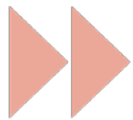


2023 – FINAL YEAR OF PLAN



2023 FOCUS

Item 3.



Evolve Destination Brand Presence And Architecture

- New creative agency impact
- Evolution of brand, tourism identity and logo
- Website redesign
- Segmentation strategy
- Summer season initiatives



Leverage Sales/ Service Integration

- Increased sales visibility and efficiencies
- Transformational events
- Reassess investments in key international markets



Accelerate Community Engagement And Sustainability Initiatives

- Enhancement of business community partnerships
- Refinement of shared community value/sustainability message
- Increase city partnership initiatives in coop/product dev.
- Reaffirmation of Diversity, Equity, and Inclusion (DEI)

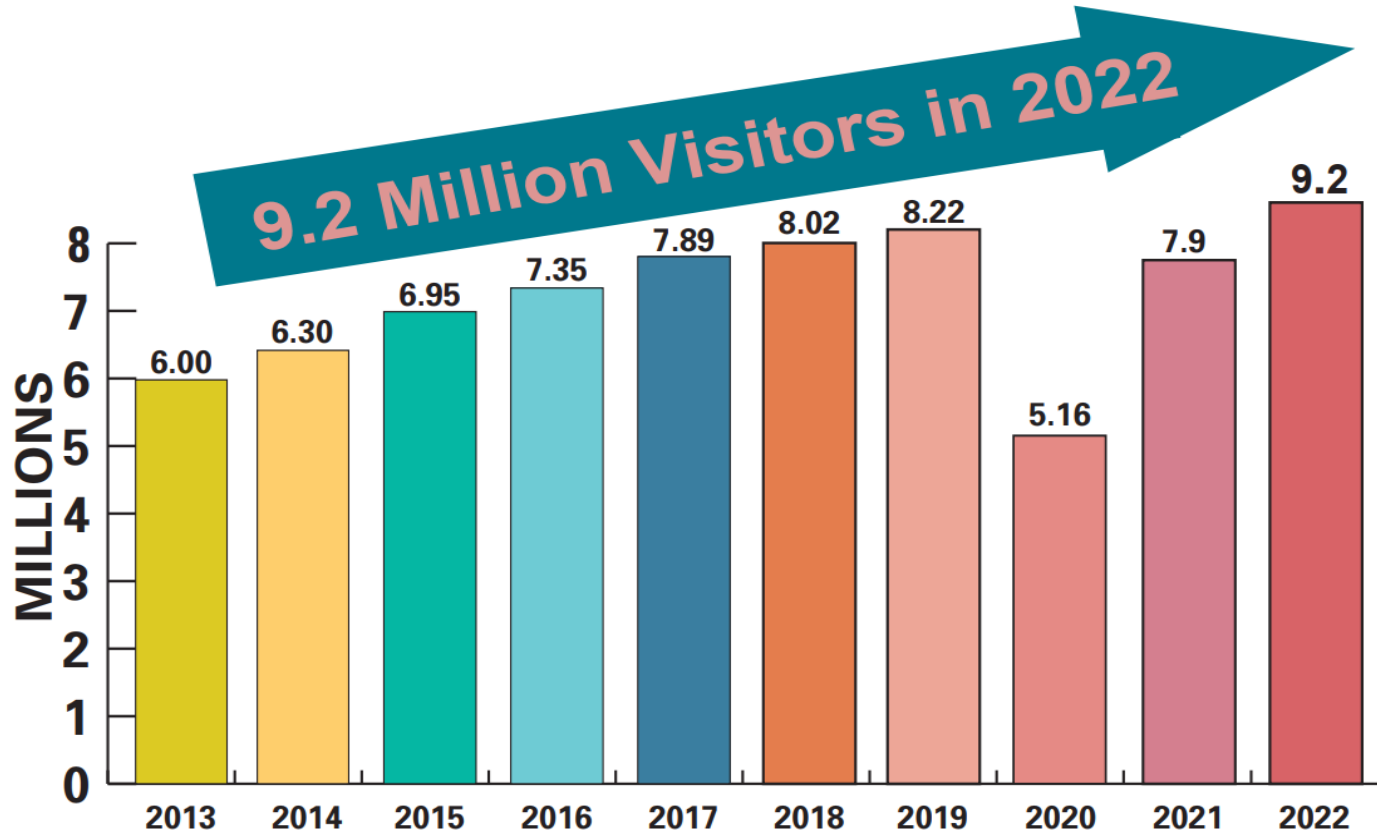


BUSINESS INTELLIGENCE



HISTORIC VISITATION

Item 3.





2022 RESULTS

Out-of-State Domestic

2022: 5.3M

2021: 4.7M

2019: 4.7M

Florida Resident

2022: 3.2M

2021: 2.9M

2019: 2.9M

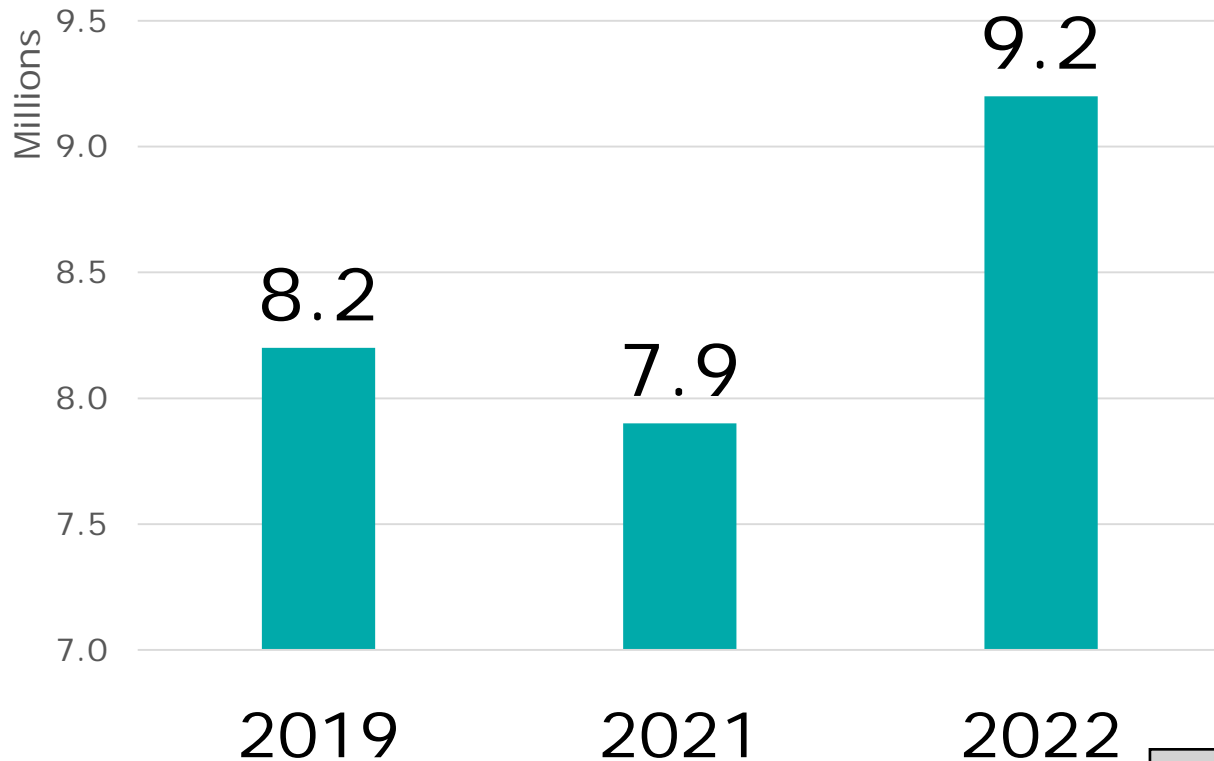
International

2022: 730,000

2021: 400,000

2019: 703,000

Visitation



Item 3.



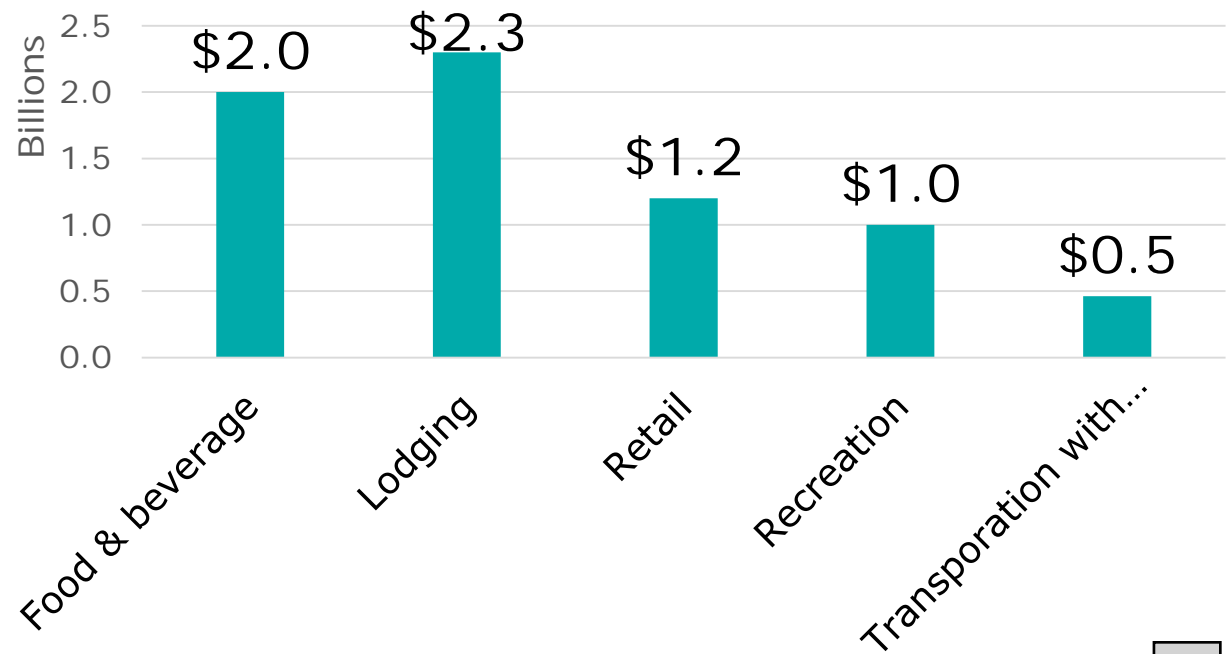
2022 RESULTS

Visitor Spending

Total Spending

2022: 6.9B
2021: 5.5B
2019: 5.1B

F&B: +25%
Lodging: +50%
Retail: +9%
Recreation: +11%
Transportation: +25%



*Source: DTPB estimates extrapolated from aggregate card usage data provided by VisaVue® Travel and data from other independent research sources such as Florida Department of Revenue, STR, Euromonitor, TNS, Tourism Economics

BRAND CAMPAIGN

Target Markets

Domestic Targets

Market	2019-Q1	2019-Q2	2019-Q3	2019-Q4	2021-Q1	2021-Q2	2021-Q3	2021-Q4
Atlanta--Athens-Clarke County--Sandy Springs, GA-AL	49,175	59,528	51,749	55,520	41,570	61,350	53,410	57,330
Boston-Worcester-Providence, MA-RI-NH-CT	102,193	63,362	34,988	67,351	60,690	64,570	37,920	63,780
Chicago-Naperville, IL-IN-WI	57,059	36,120	24,198	44,313	49,820	45,350	30,880	48,590
Houston-The Woodlands, TX	79,330	65,985	62,853	66,728	67,510	16,960	16,670	17,570
Miami-Fort Lauderdale	226,079	233,295	221,998	220,475	198,150	226,560	218,860	218,000
New York-Newark, NY-NJ-CT-PA	344,224	244,771	175,778	260,271	255,350	276,270	196,990	283,170
Orlando-Lakeland-Deltona, FL	118,717	130,087	111,595	114,395	104,030	129,670	129,180	132,510
Philadelphia-Reading-Camden, PA-NJ-DE-MD	62,282	41,670	29,436	47,114	45,300	69,620	56,030	63,530
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA	89,086	70,828	57,929	75,964	61,660	70,740	64,190	84,870
Total	1,128,143	945,647	770,525	952,132	884,080	961,090	804,130	969,350

International Targets

Market	2019-Q1	2019-Q2	2019-Q3	2019-Q4	2021-Q1	2021-Q2	2021-Q3	2021-Q4
Argentina	6,268	6,122	5,578	4,455	2,300	2,600	3,400	3,900
Brazil	7,788	6,020	5,887	6,435	700	1,100	1,400	2,600
Canada	131,725	57,956	29,334	84,639	18,100	17,700	15,500	64,300
Colombia	4,179	4,490	4,338	4,653	3,600	10,000	8,000	6,600
Germany	4,179	4,592	3,615	5,148	300	400	400	2,200
Mexico	1,994	2,245	2,479	2,376	1,800	2,800	2,800	3,300
United Kingdom	10,162	8,877	7,024	10,097	3,100	3,100	2,300	7,100
Total	166,295	90,302	58,255	117,801	29,900	37,700	33,800	90,000



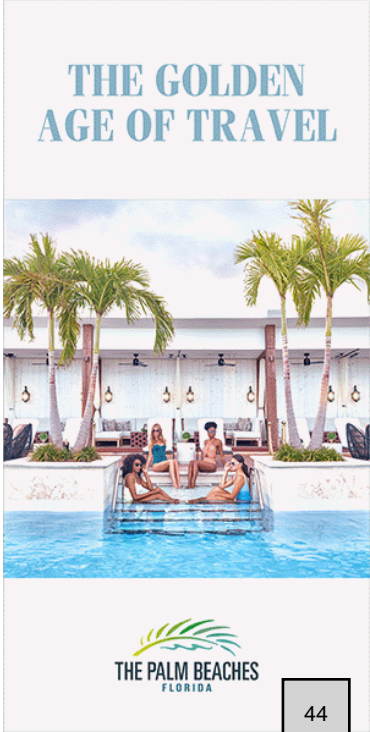
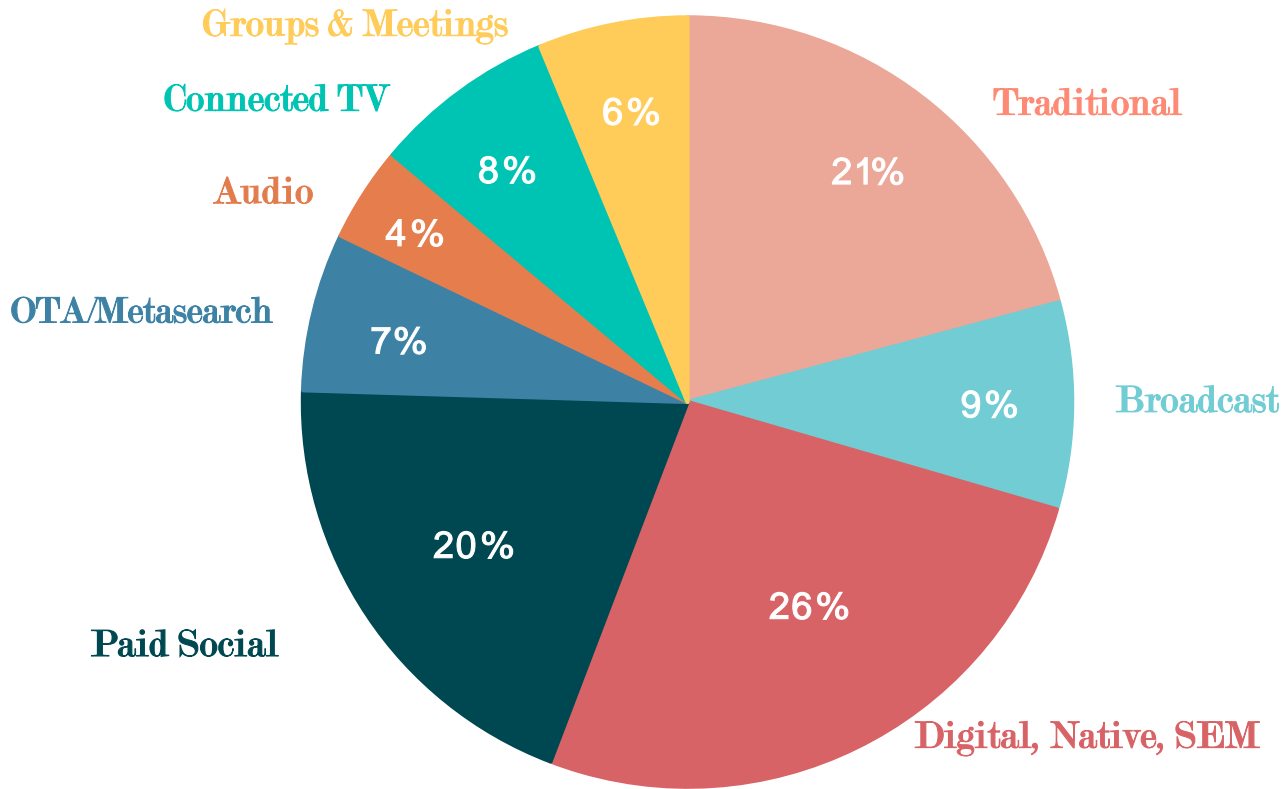
MARKETING





FY23 MEDIA PLAN

Always-On Brand Campaign
Allocation by Channel



AUDIENCE SEGMENTATION

Item 3.

Targeting delivers the right marketing message at the right time



Exploring with
Friends & Relatives

Visiting or traveling
with friends & family



Bed, Beach &
Beyond

Seeking beach,
outdoors &
entertainment



Cultural Explorers

Seeking cultural
experiences & wellness
options



Rest & Resort

Resort guests seeking
beach-front stays



Groups & Meetings
Planners,
Business Travelers

Meetings, conventions,
expos, and their
organizers

BRAND MARKETING

FY23 CONTENT CALENDAR

October
Spatober:
Wellness Month

November
Outdoors:
Paddle/Hike

December
Holiday
Happenings
& Manatees

January
Resorts &
Beaches

February
Sports: Spring
Training, Golf,
Polo/Equestrian

March
Sea Turtles,
Manatees &
Sustainability

April
Family Fun
Getaways

May
Music, Arts &
Culture

June
Shop
The Palm
Beaches

July
Summer Savings:
Craft Pass &
Savings Pass

August
Restaurant
Month &
Nat'l Golf Month

September
Fishing, Diving,
Snorkeling,
Boating

DIVERSITY, EQUITY & INCLUSION

Item 3.

Prioritizing Multicultural Markets and Media Outlets



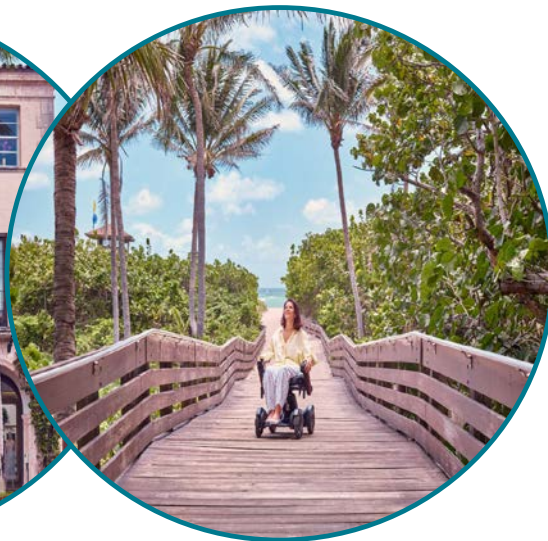
Black



Hispanic



LGBTQ+



Accessible Travel

Digital Center Of Excellence

Item 3.



- Pioneered building internal digital team: paid media, social media, content
- Generated significantly more brand awareness, engagement, and visitation

FLAT BUDGET 2022 OVER 2021:

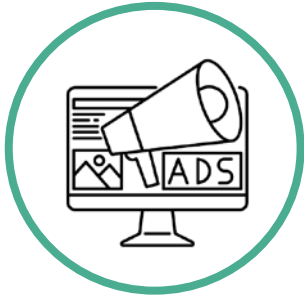
2X
IMPRESSIONS

3X
CLICKS

2X
ENGAGEMENT

Digital Platform Evolution

Item 3.



AD
PLATFORMS



WEBSITE



MOBILE APP



PERSONALIZATION



DATA



METaverse

Continued Social Media Leadership

Item 3.

716K

Combined Following

Across 7 Platforms

7 Million

Engagements

In-House Content

100

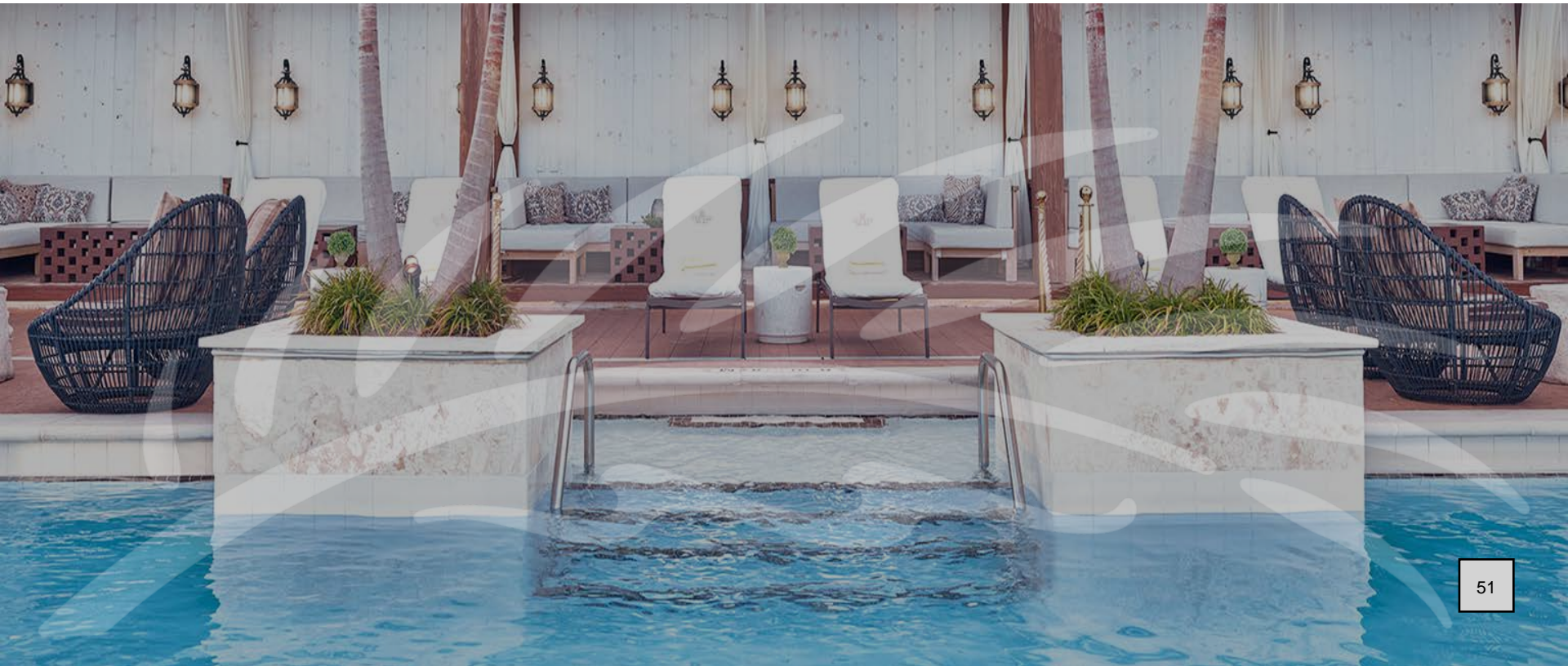
Influencers

40% Diversity Target





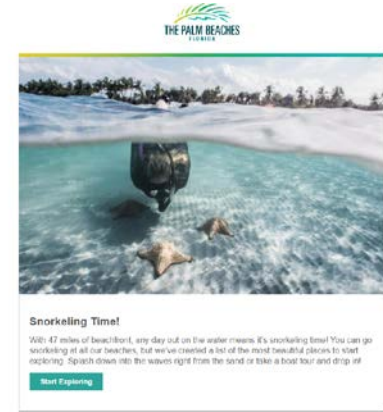
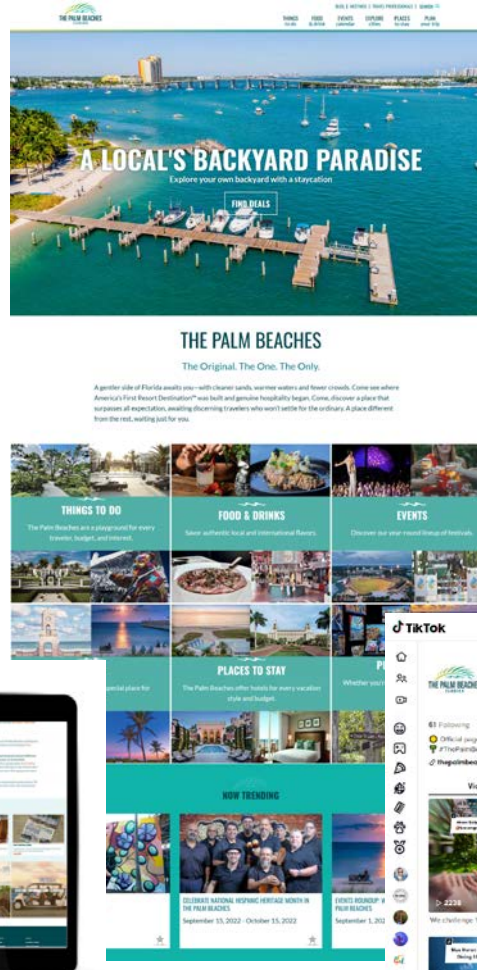
BUSINESS OPPORTUNITIES



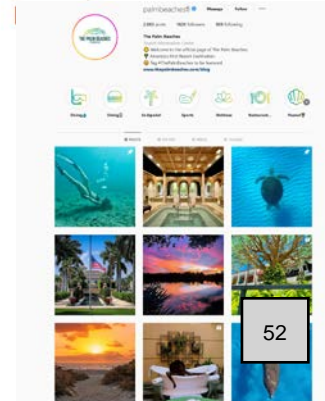
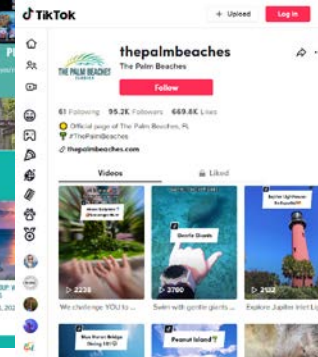
BENEFITS OF PARTNERSHIP



- Affordable marketing and advertising programs for all size businesses and budgets
- High ROI on The Palm Beaches Marketing Programs



Item 3.



BUSINESS OPPORTUNITIES

Website Listing, Calendar of Events and Offers

Filter Places


Category

- ☐ Animal Encounters (9)
- ☐ Family Entertainment Center (9)
- ☐ Airboats (4)
- ☐ Waterparks (4)
- ☐ Escape Rooms (2)
- ☐ Gaming (1)
- ☐ Mini Golf (1)

City


Sort by

1 - 13 of 28 results




Loggerhead MarineLife Center
14200 U.S. Highway One, Juno Beach, FL 33408

[VISIT OUR WEBSITE](#) [READ MORE](#)




Rapids Water Park
6566 North Military Trail, Riviera Beach, FL 33407

[VISIT OUR WEBSITE](#) [READ MORE](#)




Airboat Rides West Palm Beach
20 Mile Bend Boat Ramp Rd, West Palm Beach, FL 33411

[VISIT OUR WEBSITE](#) [READ MORE](#)




Shark Wake Park
Located in Clineheeler Park - 1440 E. 10th Ave, West Palm Beach, FL 33413

[VISIT OUR WEBSITE](#) [READ MORE](#)



Everglades Holiday Park
21940 Griffin Rd, Fort Lauderdale, FL 33333


[VISIT OUR WEBSITE](#) [READ MORE](#)



Palm Beach Zoo & Conservation Society
1301 Summit Boulevard, West Palm Beach, FL 33411


[VISIT OUR WEBSITE](#) [READ MORE](#)

March 28, 2023




Boat Cruises Aboard the Pontiki
1116 Love Street, Suite 21, Jupiter, FL 33477

[VISIT OUR WEBSITE](#) [READ MORE](#)



Sam Perry Retrospective
811 Park Place, West Palm Beach, FL 33401

[VISIT OUR WEBSITE](#) [READ MORE](#)



FERN STREET CHESS PARK
300 Clematis Street, Suite 200, West Palm Beach, FL 33401

[VISIT OUR WEBSITE](#) [READ MORE](#)

Driving conversions by promoting local businesses in prime locations on ThePalmBeaches.com. Gives the business the best opportunity to influence planning decisions.

Free Admission for Active Duty-US Military & Family
Jupiter Inlet Lighthouse & Museum
500 Captain Armour's Way, Jupiter, FL 33469

[VISIT OUR WEBSITE](#) [READ MORE](#)

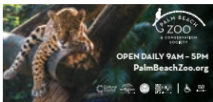
Guide Opportunities

Official Collateral



Item 3.

Insiders Guide: Advertisement



ACTIVITIES & ATTRACTIONS

Boomer's Family Recreation Center
boomersfamily.com, 561.747.1888
Beach Wildlife Sanctuary
beachwildlife.org, 561.575.3399

F7 Cox Science Center and Aquarium
coxsciencecenter.org, 561.821.1988
The Cox Science Center features 100+ hands-on exhibits, a full-scale planetarium, 10,000-gallon aquarium and more for curious minds of all ages!

Drive Back
driveback.com, 561.771.5354

Fun Depart
fundepart.com, 561.547.2817

F7 Grandview Public Market
grandviewpublic.com, 561.323.4103
A hub for West Palm's artisan chefs to offer their creation of flavors and ideas to the community. Our spacious outdoor seating is home to the hottest live music, games, and events to entertain your visit.

F1 Jupiter Inlet Lighthouse & Museum
jupiterslighthouse.com, 561.747.2380
Climb the 1960 lighthouse for breathtaking views. Volunteer exhibits, tours and programs explore 1,000 years of outstanding history. National Register.



F7 Kips Bay Decorator Showcases
kipsbaydecoratorshowcases.org/palmbeach, 718.893.8800
Architectural and design firm for The Palm Beaches.

PLACES TO PLAY

Palm Beach

FIND A PRICE OF PARADISE IN AMERICA'S FIRST RESORT DESTINATION.

People have been escaping to the sunny shores of Palm Beach since the late 1800s for rest and relaxation, and modern-day travelers are still discovering the allure of this iconic vacation destination: stately hotels steeped in Old Age grandeur, exemplary shopping, scenic pathways framed by botanicals and airy estates overlooking the ocean.

Palm Beach Gardens

DISCOVER WORLD-CLASS GOLFING AND STYLISH SHOPPING.

Verdant golf courses, open-air retail districts, inventive dining options—a lifestyle of leisure beckons at this welcoming city that's home to annual PGA Tour stop, the Honda Classic. Play the courses where legends have won, relax with spa treatments and shop for the latest styles and home decor.

Riviera Beach & Singer Island

CRYSTAL-LIKE WATERS, GOLDEN BEACHES AND AQUATIC ADVENTURES SHINE HERE.

Boating, snorkeling, sunbathing on picture-perfect beaches—there's no shortage of aquatic fun in this gorgeous pocket of The Palm Beaches. From Riviera Beach, cross Blue Heron Bridge over Lake Worth Lagoon for access to Phil Foster Park and Singer Island.



PLACES TO STAY

AKA West Palm Beach
westpalm.com, 561.821.2252

Alibi Dunes Beach
alibi.com, 561.488.8888

Ambassador Hotel
ambassadorhotel.com, 561.888.2511

F1 Ascent Ocean Resort & Residences
ascentresort.com, 561.888.8888

Situated along 7 miles of ocean, Ascent is one of the newest hotels in the area. Ascent's 100,000 square foot conference center is a great meeting location and offers a wide selection of dining that focus on the fine art of modern, combined with 100 luxuriously appointed guest rooms, a private beach and four healthy dining options.

F1 Banyan Tree Resort & Golf
banyan-tree.com, 772.221.4800

We ditch the traditional and embrace the modern. Situated around its beautiful West Palm Beach location and offering exclusive spa services.

F7 The Biltmore, an Autograph Collection Hotel
biltmore.com, 561.855.4888

West Palm Beach's historic landmark hotel, a 1930s luxury property that blends elegance of Florida's unbroken history with today's modern amenities.

Best Western Palm Beach Lido
bestwestern.com, 561.822.8810

F1 The Boca Raton
bocaraton.com, 561.362.7558

With Palm Beach's historic landmark hotel, a 1930s luxury property that blends elegance of Florida's unbroken history with today's modern amenities.

Boca Raton Marriott at Boca Center
marriott.com, 561.365.4888

F7 The Breakers Grand Hotel
breakers.com, 561.855.7500

A classic Palm Beach luxury grandeur just steps from Worth Avenue with stunning accommodations, impeccable service and award-winning cuisine by chef David Bullock's Cafe Beach.

F7 The Breakers Palm Beach
breakers.com, 561.855.7500

At The Breakers, enjoy unparalleled service and everything under the sun—beach, golf, spa, shopping, golf and more.

F7 Canopy by Hilton West Palm Beach Downtown
canopy.com, 561.855.4888

Real come easy to come and relax at the Canopy. Check out the highest rooftop bar in town—located on the rooftop, rooftop, rooftop and more.

F7 The Chancellery Palm Beach
chancellery.com, 561.888.8888

With Palm Beach's historic landmark hotel, a 1930s luxury property that blends elegance of Florida's unbroken history with today's modern amenities.

The Colony Palm Beach
colony.com, 561.855.5420

Compass by Marriott Bayline Beach
compass.com, 561.775.4888

Compass by Marriott Bayline Beach
compass.com, 561.855.4888

Compass by Marriott Bayline Beach
compass.com, 561.775.4888

Compass by Marriott Bayline Beach
compass.com, 561.855.4888

Compass by Marriott Bayline Beach
compass.com, 561.775.4888

Compass by Marriott Bayline Beach
compass.com, 561.855.4888

Compass by Marriott Bayline Beach
compass.com, 561.775.4888

- 430+ Distribution points
- 352 locations throughout Palm Beach, Broward, and Dade Counties
- 8 FL Turnpike locations/ 59 locations within Orlando/ 12 in county Visitor Information Centers



BUSINESS OPPORTUNITIES

PR, SOCIAL & CONTENT TIPS



Tips for The Palm Beaches Team

This form is used to submit information that you want The Palm Beaches to review for potential coverage in our social media, website, and PR efforts.

Examples of what we are looking for: new openings, renovations, new or updated products/services/amenities, upcoming events or any other noteworthy items you want to share with us.

Your Organization *



THINGS TO DO THIS WEEKEND IN THE PALM BEACHES

March 24, 2023 - March 26, 2023

Our end-of-the-week selection for 24-26 March.



A pride festival, a boat show, farmers' markets, live music, and more! Here we have rounded up our end-of-the-week top picks.

[All Weekend Long](#)

Palm Beach Pride, Lake Worth Beach

When: March 25-26, 12:00 pm - 6:00 pm.

Palm Beach Pride is a two-day festival that celebrates the LGBTQ community, equality, and respect in a family-friendly environment. Come to Lake Worth Beach and join Palm Beach County's largest gay &

SPONSORED



GET READY FOR THE POLO SEASON

Dressing up in fancy frocks, sipping champagne and watching games gallop across the field during the ball – that's what Sunday polo is all about here.

[CLICK HERE](#)

ThePalmBeaches.com/Tips

THE PALM BEACHES PARTNERSHIP

Program	Pricing
Partner Participation	\$350 per location
Lake Park Businesses	\$0.00 Cost Covered by Lake Park



BRAND CAMPAIGN



THE PALM BEACHES

Brand Campaign Concept

The Palm Beaches has launched a new brand campaign
The Original. The One. The Only.

Assets highlight the history of hospitality in the destination,
with campaign tagline **America's First Resort Destination**
a play on the legacy of Henry Flagler and Addison Mizner

Ads create a sense of nostalgia for an elevated travel
experience, conjuring images of **The Golden Age of Travel**
when Florida was the premier vacation destination

Campaign Concept included a new brand positioning
statement, brand promise and rebrand including a new logo



America's First Resort Destination® — The Palm Beaches are renowned as the warm weather getaway by discerning guests for over 125 years. Genuine hospitality is a way of life. Our vibrant blend of people, cultures and coastal towns welcomes everyone. Enjoy fewer crowds, a healthier beach experience, exceptional cultural offerings and the warm Atlantic Gulf stream water that creates the finest Florida vacation experience.

The original. The one. The only.

The Palm Beaches

CAMPAIGN CREATIVE



Digital Display

THE ORIGINAL.
THE ONE.
THE ONLY.



**THE GOLDEN
AGE OF TRAVEL
IS BACK.**

With breeze-filled days and elegant nights. We invite you: come explore the beach destination unrivaled by any – the ultimate getaway. The one favored by those in the know, who won't settle for anything less than The original. The one. The only.



Out of Home



Print

LAKE PARK

THE
ORIGINAL.
ONE.
ONLY.



It's all about the water in Lake Park, whether gliding on the surface or discovering the depths. When you've had your fill of adventure for the day, Lake Park offers plenty of ways to relax and unwind. Sip a local brew while playing a board game or listening to some live music.



Print

Brand Campaign Extensions: Cities

The campaign lends itself to many future extensions, including a city-specific brand campaign

Opportunity for Lake Park to customize campaign with city tourism assets for use on owned and paid media channels:

- Advertising concepts including digital display, out of home and print templates
- Paid Media Co-Op Campaign Extension Opportunities

LAKE PARK

Brand Campaign Extensions



THE ORIGINAL.
THE ONE.
THE ONLY.
Lake Park



Out of Home

Digital Display



Item 3.

ENHANCED TOURISM PARTNERSHIP





GOALS

- Drive awareness of Lake Park location and offerings
- Drive traffic to Lake Park's mix of restaurants, theaters, breweries and more
- Drive attendance at upcoming events
 - Art & Music Street Festival (Sep. 23)
 - Holiday Lights Showcase (December)





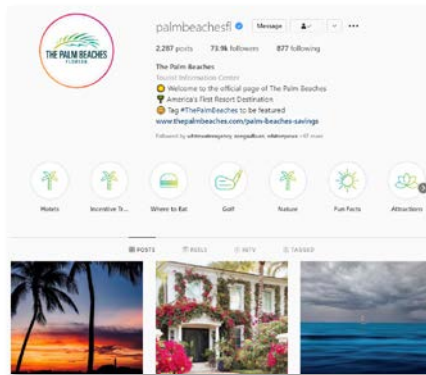
ENHANCED PARTNERSHIP

Paid Media Match Co-Op Campaign



- The Palm Beaches + Lake Park will collaborate on a custom media buy highlighting city tourism
- Media mix options: digital display, social media, out of home, print
- Creative would feature The Palm Beaches new brand campaign customized with Lake Park imagery/logo
- All digital ads drive to Lake Park city landing page on ThePalmBeaches.com with input from Lake Park team on content
- The Palm Beaches and Lake Park will collaborate on market tactics, goals and media mix

MEDIA CO-OP



Additional Co-Op Options Available for City-Specific Campaigns

Digital Display

- Programmatic ad buying using The Palm Beaches proprietary audience data and DSP; can include display or pre-roll video

Paid Social Media

- Campaign on The Palm Beaches Facebook and Instagram channels with co-branded copy/content

Out of Home

- Print or digital billboard placements in high-impact high-traffic locations in key target markets



THANK YOU



Town of Lake Park Community Redevelopment Agency (CRA)

Agenda Request Form

Meeting Date: July 5, 2023

Originating Department: Public Works

Agenda Title: Resolution of the Lake Park Community Redevelopment Agency (CRA) Authorizing and Directing the Chair to Execute an Agreement with Creative Contracting Group for the Provision of Labor, Materials and Equipment Associated with the Construction of a Pocket Park at 7th Street.

Approved by Town Manager:

Date: 6-29-23

Cost of Item: \$193,410.00 **Funding Source:** CRA Fund Balance

Account Number: 110-55-552-520-63000 **Finance Signature:** _____

Advertised: Yes

Date: 4/9/2023 **Newspaper:** Palm Beach Post; DemandStar

Attachments:

1. Agenda Request Form (ARF)
2. Resolution
3. Contract between CRA and Creative Contracting Group
4. Invitation-to-Bid (ITB) 106-2023 Package

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Background\Summary Explanation:

During its July 7, 2021, special call meeting, the Community Redevelopment Agency ("CRA" or "Agency") Board approved the purchase of a property abutting the CRA's public parking lot, having a street address of 610 7th Street. Following the purchase and at the direction of the Agency Executive Director, Agency Staff investigated options for potential uses of this strategically located property.

During the September 1, 2021, meeting of the CRA, the Board was presented with three (3) proposed uses for said property: 1. Parking Lot Expansion, 2. Dog Park, and 3. Pocket Park.

During this meeting, the Board discussed these and other use options and narrowed their preference to Options 2 and 3 (Dog Park and Pocket Park, respectively). Additionally, Agency Staff offered to further refine design elements for the preferred property uses and return them to the Board with additional information for further discussion.

At a follow-up CRA meeting on October 6, 2021, Agency Staff presented the refined use options and the Board determined that the property was too small for an adequate dog park and that a Pocket Park was the best use for the property; however, at that time the CRA was focusing on Agency debt reduction and the 610 7th Street property improvement project was postponed.

On December 1, 2022, the CRA Board approved the demolition of the one-story single-family house located at 610 7th Street. The property is currently vacant land.

Additionally, during its August 3, 2022, meeting, the CRA Board authorized J. Morton Architecture to prepare construction ready architectural hardscape and landscape plans for the pocket park project.

Upon completion of the architectural plans CRA staff drafted and issued an Invitation-to-Bid (ITB #106-2023) for the pocket park project. Later, on May 18, 2023, the Agency received five (5) bid submittals for the project. Agency Staff reviewed and evaluated, and determined that Creative Contracting Group's bid of \$193,410.00 was the lowest, responsible and responsive bid.

NOTE: (Bid Total consists of \$163,410.00 base bid + a \$15,000.00 allowance for landscape irrigation work + a \$15,000.00 for landscape lighting work, to be expended at the determination of Agency Staff, following established procurement guidelines)

The Executive Director recommends approval.

Recommended Motion: I move to authorize the Executive Director to accept and execute a contract with Creative Contracting Group for the construction of the 7th Street Pocket Park project.

RESOLUTION 44-07-23

A RESOLUTION OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE AN AGREEMENT WITH CREATIVE CONTRACTING GROUP FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT ASSOCIATED WITH THE CONSTRUCTION OF A POCKET PARK AT 7TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park’s Community Redevelopment Agency (“CRA”) is a dependent special district of the Town of Lake Park (Town) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA is empowered to enter into contractual arrangements with other public agencies, private corporations or persons; and

WHEREAS, the CRA is committed to funding hardscape and landscape improvements to improve the aesthetics of properties within the CRA; and

WHEREAS, during its August 03, 2022, meeting the CRA Board authorized J. Morton Architecture to prepare construction-ready architectural hardscape and landscaping plans for the Project; and

WHEREAS, upon completion of the architectural plans Agency Staff prepared and issued an invitation to bid for construction of the 7th Street Pocket Park at a property owned by the CRA and located at 610 7th Street (the “Project”); and

WHEREAS, on May 18, 2023, the Agency received five (5) responses to its invitation to bid #106-2023 (the ITB); and

WHEREAS, in the response to the ITB, Creative Contracting Group, represented itself to be a qualified, able, and willing to satisfactorily provide the work and services solicited in the ITB at a competitive bid price in the amount of \$63,410.00, plus a \$15,000.00 allowance for landscape irrigation and a \$15,000.00 allowance for landscape lighting; and

WHEREAS, the Executive Director has recommended to the Board of Commissioners that the CRA enter into the Agreement with Contractor for the construction of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Chair is hereby authorized and directed to execute an agreement between the CRA and Creative Contracting Group associated with the 7th Street Pocket Park Project. A copy of the agreement is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect immediately upon its execution.

**AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT
FOR CONSTRUCTION OF THE 7TH STREET POCKET PARK.**

THIS AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT FOR CONSTRUCTION OF A POCKET PARK LOCATED AT 610 7TH STREET (AGREEMENT) is made between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, a dependent special district in the Town of Lake Park, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("CRA") and CREATIVE CONTRACTING GROUP, 3141 Fortune Way, Suite 16, Wellington, Florida 33414 ("Contractor") (collectively "the Parties") is entered into this _____ day of _____, 2023.

WITNESSETH THAT:

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA is empowered to enter into contractual arrangements with contractors and other businesses for improvements and services; and

WHEREAS, the CRA has committed funding for certain hardscape, and landscape improvements to improve the aesthetics of properties within the CRA; and

WHEREAS, during its August 3, 2022, meeting the CRA Board of Commissioners authorized J. Morton Architecture to prepare construction-ready architectural hardscape and landscape plans for the 7th Street Pocket Park (the Project); and

WHEREAS, upon completion of the architectural plans Agency Staff prepared and issued an invitation to bid for construction of the 7th Street Pocket Park at a property owned by the CRA and located at 610 7th Street (the "Project"); and

WHEREAS, on May 18, 2023, the Agency received five (5) responses to its invitation to bid #106-2023 (the ITB); and

WHEREAS, in the response to the ITB, Creative Contracting Group, represented itself to be a qualified, able, and willing to provide the work and services solicited in the ITB and a competitive price in the amount of \$163,410.00, plus a \$15,000.00 allowance for landscape irrigation and another \$15,000.00 allowance for landscape lighting work to be expended at the discretion of the Agency; and

WHEREAS, the Executive Director has recommended to the Board of Commissioners that the CRA enter into the Agreement with Contractor for the Project.

NOW, THEREFORE, the CRA and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct and are incorporated herein.

2. COST OF SERVICES

The cost for the Project's work and services shall be \$ 163,410.00, plus a \$15,000.00 allowance for landscape irrigation and another \$15,000.00 allowance for landscape lighting work. *(Allowances are to be utilized at the discretion of the CRA and any un-used allowance amounts shall be returned to the CRA.)*

3. LAWS AND REGULATIONS

The Contractor shall comply with all federal, state and town laws and regulations governing the work and services specified in this Agreement.

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the construction work and services for the Project and shall obtain and pay for all permits and/or inspections, licenses, and fees. Additionally, Contractor shall be responsible for any damages, penalties, and/or fines incurred by or imposed on the CRA or the Town of Lake Park (Town) for its failure to obtain and maintain any required licenses, certifications, permits, and/or inspections to perform the work and services for the Project.

5. SUBCONTRACTING

Prior to initiating the work and services for the Project, the Contractor shall provide the CRA with a list of all subcontractors the Contractor may use on the Project.

6. ASSIGNMENT

The Contractor shall not assign or transfer the Agreement, including any rights, title, or interest therein, or its power to perform the Project to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior consent of the CRA may result in termination of the Agreement.

7. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the CRA or Town. The Contractor shall provide physically competent employees capable of performing the work and services for the Project and all employees who must be licensed or certified shall have maintained their licenses and certification and be in good standing. The CRA may require the Contractor to remove any

employee the CRA deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on CRA property that is the subject of this Agreement.

It is the Contractor's responsibility to ensure that all its employees and any identified subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

8. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the CRA and the Town of Lake Park and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA or Town may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature against the CRA or Town, for its negligence, act or omission, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the CRA or the Town or its elected and appointed officers, employees, and agents.

9. INSURANCE

The Contractor shall have and maintain during the term insurance coverage issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CRA shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance by the CRA or its representatives, which indicate less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein. Deductibles in the Contractor's insurance policies must be acceptable to the Town.

The Contractor shall submit a current Certificate of Insurance, naming the CRA as an additional insured and listed as such on the insurance certificate for the insurance coverage listed hereinbelow. New certificates of insurance are to be provided to the CRA upon expiration of any policy as required hereinbelow:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

10. MODIFICATION OF AGREEMENT

The Agreement may only be modified by the mutual consent, as evidenced by a written amendment to the Agreement.

11. TERMINATION FOR CONVENIENCE

The CRA at its sole discretion, reserves the right to terminate this Agreement for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the work and services for the Project.

12. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the work and services to complete the Project.

13. ACCESS AND AUDIT OF RECORDS

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The auditor shall be entitled to inspect all of the Contractor's records, which relate directly or indirectly to the Project and this Agreement. The auditors may elect to review the records at the Contractor's place of business during regular business hours, or at such other places as mutually agreed to by the CRA and Contractor. The Contractor agrees to provide such assistance as the auditor may deem necessary to facilitate the audit.

14. RETENTION OF RECORDS BY CONTRACTOR

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement.

15. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed CRA programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The OIG may, on a random basis, perform audits of public works contracts.

16. BINDING EFFECT

All the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, heirs, successors, and assigns.

17. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

18. GOVERNING LAW AND VENUE

The enforcement of this Agreement shall be governed by and enforced in accordance with the laws of the state of Florida without regard to any contrary conflicts of law principle. The venue of all proceedings, whether in state or federal court, in connection herewith shall lie exclusively in Palm Beach County, Florida.

19. ATTORNEY'S 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.

20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The CRA complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring that equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

21. NO DISCRIMINATION CLAUSE

"The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment, and its employees are treated equally during their employment, without regard to their race, color, religion, sex or national origin, including, but not be limited to the following employment actions: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

22. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Agreement.

23. PUBLIC RECORDS

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the CRA to perform the service.
- b. Upon the request of the CRA's custodian of public records, provide the CRA with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement, and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the CRA all public records in possession of the Contractor or its subcontractors related to the Project; or keep and maintain the public records

associated with the services provided for in the Agreement. If the Contactor transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

23. ATTACHMENTS TO CONTRACT AGREEMENT

The below listed attachments are considered to be documents included as part of this Agreement:

- | | |
|---------------|---|
| Attachment 1: | Invitation to Bid (ITB) No. 106-2023
Including all Exhibits and Addendum associated with this project. |
| Attachment 2: | Bid Response Proposal to ITB No. 106-220
as submitted by Creative Contracting Group on Thursday, May 18, 2023, at 2:00 pm. |
| Attachment 3: | Preliminary Construction Schedule |

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: Vivian Mendez, TOWN Clerk

By: Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas J. Baird, Town Attorney

STATE OF FLORIDA

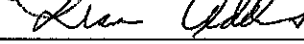
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by Roger Michaud, Mayor of the Town of Lake Park TOWN, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Creative Contracting Group
3141 Fortune Way, Suite 16
Wellington, Florida

By: 
Signature

Its: V.P.
Title

LISA Addis
Written Name:

P:\DOCS\126508\00003\DOC\2831034.DOCX

OWNER:

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



INVITATION TO BID (ITB) No. 106-2023

PROJECT:

7th Street Pocket Park

**NW Corner of 7th Street and Foresteria Drive
Lake Park, FL 33403**

START OF BID DOCUMENTS

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



Town of Lake Park Bid No. 106-2023

7th STREET POCKET PARK

TOWN OF LAKE PARK

Contract Documents

Date of Bid Advertisement:	Sunday, April 09, 2023
Plans Available:	Monday, April 10, 2023
Non-Mandatory Pre-Bid Meeting:	Thursday April 20, 2023 at 11:00 AM
Questions Submit-by Date:	Thursday, May 04, 2023, at 4:00 PM
Bid Due Date:	Thursday, May 18, 2023, at 2:00 PM

All times Eastern Standard Time (EST)

PROJECT DATA

Project Title: 7TH Street Pocket Park
Town of Lake Park, Florida

Project Number: Town Bid No. 106-2023

Project Location: 610 7th Street
Lake Park, Florida 33403
Corner of 7th Street and Foresteria Drive

Project Owner: Town of Lake Park

Community Redevelopment Agency:
Roger Michaud, Chair
Kimberly Glas-Castro, Vice Chair
John Linden, Board Member
Henry K. Stark, Board Member
Mary Beth Taylor, Board Member
Judith Thomas, Board Member
John D'Agostino, Executive Director

Town Commission: Roger Michaud, Mayor
Kimberly Glas-Castro, Vice Mayor
John Linden, Commissioner
Judith Thomas, Commissioner
Mary Beth Taylor, Commissioner

Owner's Representative: John D' Agostino
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

TABLE OF CONTENTS

Page	<u>1</u>	Cover Page
Page	<u>2</u>	Start of Bid Documents
Page	<u>3</u>	Project Data
Page	<u>4</u>	Table of Contents
Page	<u>5</u>	Notice to Bidders
Page	<u>6</u>	Bid Submittal Requirements
Page	<u>7</u>	List of Drawings
Pages	<u>8 - 9</u>	Bidders Understanding
Pages	<u>10 - 16</u>	Instruction to Bidders
Pages	<u>17 - 21</u>	Contract Agreement Information
Pages	<u>22 - 23</u>	Scope of Work
Page	<u>24</u>	Bid Forms Cover Page
 BID FORMS		
Page	<u>25</u>	Bid Proposal Price & Signature Page
Page	<u>26</u>	Acknowledgement of Addendum
Pages	<u>27 - 28</u>	Schedule of Bid Items
Page	<u>29</u>	Placeholder for Bid Bond
Page	<u>30</u>	Clarification/Exceptions
Page	<u>31</u>	List of Subcontractors
Page	<u>32</u>	List of References
Page	<u>33</u>	Licenses (copies of applicable licenses)
Page	<u>34</u>	Proof of Existing Insurance Coverage
Page	<u>35</u>	Certification of Drug Free Workplace Program
Page	<u>36</u>	Conflict of Interest Disclosure Form
Page	<u>37</u>	Truth in Negotiation Certificate
Page	<u>38</u>	Non-Collusion Affidavit of Prime Bidder
Page	<u>39</u>	Anti-Kickback Affidavit
Page	<u>40</u>	Certification of Eligibility of General Contractor
 EXHIBIT A		
Sheets	L1.1, L1.2, L1.3	Project Drawings

NOTICE TO BIDDERS

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

7th STREET POCKET PARK TOWN OF LAKE PARK, FLORIDA Town Bid No. 106-2023

In 2021, the Town of Lake Park Community Redevelopment Agency (CRA) purchased an abandoned residential property and proceeded to have the single-family residence demolished and the property cleared in preparation for the design and construction of a Town park. Electrical and water services on the property were preserved in anticipation of future development of this property.

In 2022, the CRA board authorized Town staff to move forward with the design work to construct a pocket park on the 610 7th Street property. Moreover, in August of 2022, landscape architectural firm J. Morton Landscape Architecture was contracted to prepare design hardscape and landscape plans for the pocket park. The CRA is ready to move forward with the construction of the design pocket park.

This newly designed Pocket Park consists of three circular functional walkway features, two for proposed art displays and the third with a seating octagon gazebo. The three (3) displays are interconnected with precast paver sidewalks.

The project also includes new landscape and irrigation, site lighting and park amenities such as benches and trash cans.

The project is located at the NW corner of 7th Street and Foresteria Drive, Lake Park, Florida 33403.

Project Documents:

Bid documents will be available through www.demandstar.com beginning:
Monday, April 10, 2023, at 10:00 a.m. EST, at www.demandstar.com

Bid Response:

Bid responses are to be submitted and received digitally via www.demandstar.com
until 2:00 p.m. EST, on Thursday, May 18, 2023

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

Non-Mandatory Pre-Bid Meeting:

Non-Mandatory Pre-Bid Meeting:

Date and Time: 11:00 a.m. EST, Thursday, April 20, 2023

Location:

Town Hall Commission Chamber, Lake Park 535 Park Avenue / Lake Park, FL 33403

BID SUBMITTAL REQUIREMENTS
7TH STREET POCKET PARK
INVITATION TO BID NO. 106-2023

Bid responses are to be submitted and received digitally via www.demandstar.com until 2:00 p.m. EST, on Thursday, May 18, 2022

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.

Any references to brand names in the bid document are for informational and reference purposes. Product substitutions with equal specifications will be considered.

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 Thursday, May 18, 2023. Award of bid will be made at a future 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: April 16, 2023
Palm Beach Post

LIST OF DOCUMENTS

INVITATION TO BID DOCUMENTS:

Bid Documents

Pages 1 - 41

DRAWINGS:

EXHIBIT A:

Architectural Hardscape / Landscape Plans

Sheets L1.1, L1.2 & L1.3

BIDDER'S UNDERSTANDING

BID REQUIREMENTS:

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 Thursday, May 04, 2023, at 4:00 pm EST.

Please submit supporting documentation for the "Approval Equal" product along with the request letter.

No substitutions will be considered if submitted past this deadline.

Submit requests and support documentation to the Town Clerk.

PRE-BID CONFERENCE

There is a **NON-MANDATORY** pre-bid conference/site inspection scheduled for this project to be held on Thursday, April 20, 2023 at 11:00 a.m. at the Town Hall Commission Chambers, located at 535 Park Avenue, Lake Park, Florida 33403.

Town representatives will assemble at the Commission Chambers to provide a description of the project, project requirements, including Davis-Bacon requirements, answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are encouraged to attend or be represented at the pre-bid meeting.

Immediately following the pre-bid meeting, interested companies will have the opportunity to inspect the site, familiarize themselves with the requirements and to insure all items affecting the bidding/costing of the project are considered.

PURPOSE OF BID:

The sole purpose of this bid is to solicit for a construction contractor to supply the labor, materials, equipment and expertise required to construct the hardscape and landscape components associated with and included in the 7th Street Pocket Park design plans.

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

DELIVERY OF PRODUCTS

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)
- Proof of required insurance (*in form of Certificate of Insurance*)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Submit to Town a Payment and Performance Bond if the project exceeds \$100,000.00
- Notice to Proceed (NTP) issued from the Town

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:

- Bid Proposal Price & Signature Page (to be signed)
- Acknowledge Addenda #_____ (if issued)
- Schedule of Bid Items
- Bid bond (minimum of 5% of total bid - if applicable)
- Clarifications/Exceptions
- List of Subcontractors
- List of References
- Licenses/Certifications (copies of applicable licenses)
- Proof of Existing Insurance Coverage
- Drug Free Workplace Certification
- Drug Free Workplace Certification
- Conflict of Interest Disclosure Form
- Truth-In Negotiations Certificate
- Non-Collusion Affidavit of Prime Bidder
- Anti-Kick Back Affidavit
- Certification of Eligibility of Contractor

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**

A. Bid responses will be submitted and received digitally via www.demandstar.com until 2:00 p.m. EST, on Thursday, May 18, 2023 on the form(s) provided. 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.

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

4. BIDDERS SUBMITTING MORE THAN ONE BID: (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 its 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. 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.

14. 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.

15. 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.

16. '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.

17. 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.

18. 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.

19. **CONTRACT TIME**

The contractor shall submit shop drawings for all products and materials to the Public Works Department within ten (10) business days of receipt of a Town Purchase Order. The contractor shall submit an order for all products & materials within five (5) business days of receipt of the approved shop drawings. The NOTICE TO PROCEED will be dated the number of calendar days as indicated in the bid submittal plus 5 business days following the return of approved shop drawings. In no case shall the start date be more than seventy-five (75) calendar days from the date of receipt of the Town purchase order. This date will establish the start date.

The time for completion of the contract shall be one hundred twenty (120) calendar days.

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

20. **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.

21. **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
- B. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

22. **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.

23. **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.

24. **ADDITIONAL INFORMATION**

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

25. **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.

END OF INSTRUCTIONS TO BIDDERS

CONTRACT AGREEMENT INFORMATION

1. **FORM**

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

2. **GENERAL CONDITIONS**

“STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT” prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

3. **SUPPLEMENTARY GENERAL CONDITIONS**

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

4. **PRELIMINARY MATTERS**

BEFORE STARTING CONSTRUCTION:

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

5. **INSURANCE REQUIREMENTS**

CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The types and limits of liability for the insurance required shall provide coverage for not less than the following amounts:

- | | | |
|---------------------------|---------------------------|----------------|
| A. Worker's Compensation: | 1. State Statutory Limits | |
| | 2. Employer Liability | \$1,000,000.00 |

- B. Commercial General Liability:
(Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit	
Each Occurrence	\$1,000,000.00
Annual Aggregate per job/contract	\$2,000,000.00

- 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
-----------------	----------------

- D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy. Add the following names:

Owner **TOWN OF LAKE PARK**

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

6. **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. **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.

9. **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.

10. **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'.

11. **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.

12. **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.

13. **ENTIRE AGREEMENT**

This contract (consisting of the bid, any Addenda, contractor's bid, the Contract Agreement Form,) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order.

Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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

SCOPE OF WORK

The 7th Street Pocket Park is a small pedestrian friendly park designed to bring an area of Art and Tranquility to the vibrancy of the down town Park Avenue area.

The work scope for this project includes the furnishing of all labor, material and equipment required to complete the Hardscape and Landscape improvements identified in Invitation to Bid to the 7th Street land parcel.

The project design calls for Hardscape improvements in the form of concrete pads for future Art work, precast pavers for sidewalks and decorative edging and a structural concrete slab supporting a Pre-Engineered Gazebo structure. In addition to the Gazebo amenity, the project design calls for bench seating amenities at several locations.

A major component to the design is the Landscape plantings and sodding work. Attention shall be given to the landscape and sodding work as it will be a key element of the aesthetic appeal of the park.

Bidders will be responsible preparing the existing site for all new work including stripping of the site and clearing of existing plantings indicated to be removed. The Town will work with the selected contractor to tag existing plantings to remain.



Current condition of site.



Site with existing trees and hedges to be removed
Town will work with contractor to identify and tag existing trees to remain

Additionally, the work scope shall include, but not be limited to, preparing the site for the new concrete and precast paver hardscape work, the furnishing and installation (including freight, delivery & off-loading) of the park amenities and the prep and installation of all landscape planting materials including sodding and mulch.

There is currently electric power and water service available at the site.

Electric will be utilized for site lighting and miscellaneous electrical service needs and the water service will provide a source for park irrigation requirements.



Existing electrical service.



Existing water service

Other Scope Items Include:

- Furnish insurance, performance bond and payment bond
(this bond requirement applies only if bid price exceeds \$100,000.00)
- Contractor shall provide signed and sealed Engineering shop drawings for the Gazebo structure and related foundation footings (*signed/sealed by qualified professional with calculations showing wind load design criteria*) to Town for approval before item is ordered.
- All contractors working on the site must be registered to work in the Town.
- Apply for and secure approved building permit from the Town of Lake.
- Contractor shall fence in the area during construction to prevent citizen use during construction. Secure project site when not working.
- The Contractor will accept the site as is and therefore may be responsible for removing and disposing all debris that may exist at the site.
- 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.

END OF SCOPE OF WORK

BID FORMS

BID PROPOSAL PRICE & SIGNATURE PAGE**BID No. 106-2023****7TH STREET POCKET PARK**

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

Bid responses are to be submitted and received digitally via www.demandstar.com until **2:00 p.m. EST, on Thursday, May 18, 2023**

TOTAL BASE BID for this project is:

_____ (\$ _____)
Bid Price Written out *Numeric Amount*

Completion: One hundred twenty (120) 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)

- Bid Proposal Signature Page (signed)	_____
- Acknowledge Addenda #_____ (if issued)	_____
- Schedule of Bid Items	_____
- Bid bond (minimum of 5% of total bid - if applicable)	_____
- Clarifications/Exceptions	_____
- List of Subcontractors	_____
- List of References	_____
- Licenses/Certifications (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
- Drug Free Workplace Certification	_____
- Conflict of Interest Disclosure Form	_____
-Truth-In Negotiations Certificate	_____
-Non-Collusion Affidavit of Prime Bidder	_____
-Anti-Kick Back Affidavit	_____
-Certification of Eligibility of Contractor	_____

NAME OF FIRM: _____

ADDRESS: _____

PHONE _____ COMPANY EMAIL: _____

DATE: _____ TAX PAYER ID#: _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE (Typed or Printed): _____

POINT OF CONTACT EMAIL ADDRESS _____

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: _____

SCHEDULE OF BID ITEMS – Revised 04.21.2023
7th STREET POCKET PARK
TOWN OF LAKE PARK
Invitation to Bid # 106-2023

BID DUE DATE: Thursday, May 18, 2023, 2:00 p.m. EST

Bid responses are to be submitted and received digitally via www.demandstar.com

CONTACT PERSON WITH TOWN: Vivian Mendez, Town Clerk, (561) 881-3311

Please bid the following consistent with the Technical Specifications and Plan Sheets

BID ITEMS:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	Indemnification	1	L.S.	<u>\$ 10.00</u>
2	General Conditions: to include, mobilization Includes project management, temp toilets, signage, temp fencing, filing of notice commencement, testing.	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	Hardscape Construction Work for Pocket Park as per design plans and bid documents. Includes site prep, concrete pads. precast pavers, with shell rock base Including benches	1	L.S.	<u>\$ _____</u>
5	Furnish and Install Engineered Gazebo Includes signed 7 Sealed engineering plans And concrete work at gazebo foundation footings	1	L.S.	<u>\$ _____</u>
6	Landscape Including: fine-grade & prep work in preparation for new landscape planting materials, sod work, mulch and repair/ remediation as required to areas disturbed by contractor's work	1	L.S.	<u>\$ _____</u>
7	Construction Contingency (Allowance amount to be used at the discretion of the owner)	1	Allowance	<u>\$ 10,000.00</u>
8	Building Permit (Town of Lake Park)	1	Allowance	<u>\$ 2,500.00</u>

TOTAL BASE BID ITEMS 1 THRU 8

\$ _____

Numeric Amount

TOTAL BASE BID AMOUNT:

\$ _____

Written Amount

ALTERNATE #1:**Irrigation System**

Provide functional Irrigation system to cover
Existing and new planters, landscaped areas and
Sodded areas.

1

Allowance

\$ 15,000.00

Allowance includes basic irrigation system layout design plans,
with irrigation pump & time clock, zone control valves, new irrigation piping
and irrigation heads required for a fully functioning irrigation system.
Water supply and meter are existing.

ALTERNATE #2:**Park Lighting**

Provide pedestrian friendly park lighting
To include 5 each pole with fixtures area lights
And 15 each bollard type walkway lights
Existing and new planters, landscaped areas and
Sodded areas.

1

Allowance

\$ 15,000.00

INSERT BID BOND HERE

CLARIFICATIONS/EXCEPTIONS

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

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager.

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
------------------------	---------------------------	----------------------

1)	_____	_____
----	-------	-------

2)	_____	_____
----	-------	-------

3)	_____	_____
----	-------	-------

4)	_____	_____
----	-------	-------

5)	_____	_____
----	-------	-------

LIST OF REFERENCES

Provide references from agencies/companies/individuals of 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: _____

INCLUDE PROOF OF PROPER LICENSING/CERTIFICATION

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

INCLUDE PROOF OF EXISTING INSURANCE

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)

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

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: _____

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. _____

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. _____

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. _____

BID PROPOSAL PRICE & SIGNATURE PAGE**BID No. 106-2023****7TH STREET POCKET PARK**

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

Bid responses are to be submitted and received digitally via www.demandstar.com until **2:00 p.m. EST, on Thursday, May 18, 2023**

TOTAL BASE BID for this project is:

ONE Hundred sixty three thousand, four hundred and ten dollars (\$ 163,410.⁰⁰)
Bid Price Written out *and zero cents* *Numeric Amount*

Completion: One hundred twenty (120) 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)

- Bid Proposal Signature Page (signed)	<u>yes</u>
- Acknowledge Addenda # <u>1-3</u> (if issued)	<u>yes</u>
- Schedule of Bid Items	<u>yes</u>
- Bid bond (minimum of 5% of total bid - if applicable)	<u>yes</u>
- Clarifications/Exceptions	<u>yes</u>
- List of Subcontractors	<u>yes</u>
- List of References	<u>yes</u>
- Licenses/Certifications (copies of applicable licenses)	<u>yes</u>
- Proof of Existing Insurance Coverage	<u>yes</u>
- Drug Free Workplace Certification	<u>yes</u>
- Conflict of Interest Disclosure Form	<u>yes</u>
- Truth-In Negotiations Certificate	<u>yes</u>
- Non-Collusion Affidavit of Prime Bidder	<u>yes</u>
- Anti-Kick Back Affidavit	<u>yes</u>
- Certification of Eligibility of Contractor	<u>yes</u>

NAME OF FIRM: Creative Contracting Group

ADDRESS: 3141 Fortune Way S-16

Wellington FL 33414

PHONE 561-333-1445 COMPANY EMAIL: creativecontractor@comcast.net

DATE: 5-18-2023 TAX PAYER ID#: 200261053

AUTHORIZED SIGNATURE: Lisa Addis

NAME & TITLE (Typed or Printed): LISA Addis

POINT OF CONTACT EMAIL ADDRESS Jepsales @ comcast.net

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 4-12-23Addendum #2, Dated 4-21-23Addendum #3, Dated 5-8-23

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

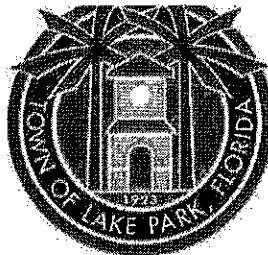
Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

 NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Creative Contracting GroupSignature: Name and Title: LISA Addis V.P.
(Print or Type)Date: 5-18-23



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT: 7th Street Pocket Park
ITB#: 106-2023

ADDENDUM #1:

April 12, 2023

Question 1: *Is there a budget for this project?*

Response: Yes, the proposed budget for this project is \$100,000.00.

Question 2: *Please confirm that Bid Bond is not required if the amount is under \$100,000.00.*

Response: Bid bond and corresponding Performance and Payment Bonds are required only if the bid amount, and therefore contract amount, are \$100,000.00 or more.

Question 3: *Please confirm that P&P Bond is not required if the amount is under \$100,000.00.*

Response: Bid bond and corresponding Performance and Payment Bonds are required only if the bid amount, and therefore contract amount, is \$100,000.00 or more

Question 4: *What are the Davis Bacon requirements for this project?*

Response: There are no Davis Bacon Wage requirements associated with this project.

Question 5: *Is there a Public or On-line Bid opening for this project?*

Response: At bid deadline, bids are downloaded from DemandStar website and read out-loud at the Town Hall Commission Chambers room.
Bid opening minutes with results are then posted (same day) to DemandStar website.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Signed By: _____

Date: _____

Vivian Mendez, MMC
Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

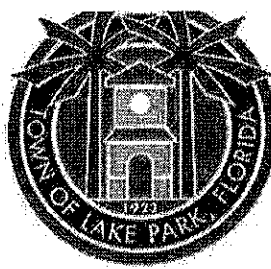
Company Name: Creative Contracting Group

Authorized Signature: [Signature]

Print Name: LISA Addis Title: V.P.

Date: 4-13-23

End of Addendum No. 1



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403
PROJECT: 7th Street Pocket Park
ITB#: 106-2023

ADDENDUM #2:

April 21, 2023

1) DOCUMENT CHANGE:

Please take note of the following change to the bid documents.

In the Bid Forms section of the Invitation to Bid, delete the page "SCHEDULE OF BID ITEMS" (page 27) and replace with "SCHEDULE OF BID ITEMS – Revised 04.21.2023 (see attached).

Explanation of the revision to the Schedule of Bid Items form is as follows:

In Item #4 - Hardscape Construction Work of Pocket Park the reference to "Components that are included in the play equipment pricing" has been removed. ----- there is no play equipment included as part of this project. This statement has been replaced with, "Including benches".

2) SCOPE CLARIFICATION:

A question was raised at the non-mandatory prebid meeting and was answered as follows:

Question: What is plan note "P = Planter/Turf Area" on the bottom left of sheet L1.1 indicating.

Response: This plan note references planted/grassed (St Augustine) areas as shown on plan sheet L1.1.
Refer to Landscape Plan L2.1 for plant materials

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Signed By: _____

Date: _____

Vivian Mendez, MMC
Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: Creative Contracting Group

Authorized Signature: [Signature]

Print Name: Lisa Addis Title: V.P.

Date: 4-23-23

End of Addendum No. 2



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403
PROJECT: 7th Street Pocket Park
ITB#: 106-2023

ADDENDUM #3:

May 08, 2023

Response to Questions:

- 1) Question #1: "Just want to clarify that an as equal product will be accepted for the benches and gazebo if they match design and spec".

Response: Alternate manufactures that offer an equal or better product are acceptable
Proposed alternate products should meet the design as indicted in the bid documents..

- 2) Question #2: "We would like to know if this project has a fixed or flexible start date?"

Response: There is no pre-determined fixed start date for this project.
Currently bids are due Thursday, May 18, 2023 at 2:00. We anticipate a construction start date in July / Aug of 2023.

Proposers must acknowledge receipt of this Addendum No. 3 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Signed By: _____

Date: _____

Vivian Mendez, MMC

Town Clerk

Bidder Acknowledgement of Receipt of Addendum #3:

Company Name: Creative Contracting Group

Authorized Signature: [Signature]

Print Name: Lisa Addis Title: V.P.

Date: 5-9-23

End of Addendum No. 3

ALTERNATE #1:**Irrigation System**

Provide functional Irrigation system to cover
Existing and new planters, landscaped areas and
Sodded areas.

Allowance includes basic irrigation system layout design plans,
with irrigation pump & time clock, zone control valves, new irrigation piping
and irrigation heads required for a fully functioning irrigation system.
Water supply and meter are existing.

1 Allowance \$ 15,000.00

ALTERNATE #2:**Park Lighting**

Provide pedestrian friendly park lighting
To include 5 each pole with fixtures area lights
And 15 each bollard type walkway lights
Existing and new planters, landscaped areas and
Sodded areas.

1 Allowance \$ 15,000.00

INSERT BID BOND HERE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

E&F Florida Enterprises, Inc. dba Creative Contracting Group
3141 Fortune Way, Suite 16
Wellington, FL 33449

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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

OWNER:

(Name, legal status and address)

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

ITB No. 106-2023 - 7th Street Pocket Park


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

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


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

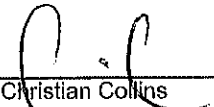
Signed and sealed this 18th day of May, 2023

E&F Florida Enterprises, Inc. dba Creative Contracting Group


(Witness) Frank Addis, secretary

(Principal) _____ (Seal)

By:  LISA ADDIS V.P.
(Title)


(Witness) Christian Collins

United States Fire Insurance Company
(Surety) _____ (Seal)

By: 
(Title) Brett Rosenhaus Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

Item 4.

0272523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Christian Collins

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

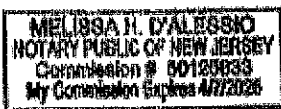


Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18th day of May 20 23

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright

Alfred N. Wright, Senior Vice President



CLARIFICATIONS/EXCEPTIONS

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

None

LIST OF SUBCONTRACTORS

Following are the subcontractors to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK Project Manager.

NAME OF COMPANY

ADDRESS OF COMPANY

PHONE/CONTACT

- 1) None
- 2) _____
- 3) _____
- 4) _____
- 5) _____

LIST OF REFERENCES

Provide references from agencies/companies/individuals of which your company has provided similar services within the last 5 years:

REFERENCE #1

Company Name/Agency: TOWN OF JUPITER
 Address: 210 Military Trl.
JUPITER FL 33469
 Point of Contact: Scott Esbner
 Phone Number: 561-741-2281
 Fax Number: SCOTTI @ JUPITER.FL.US

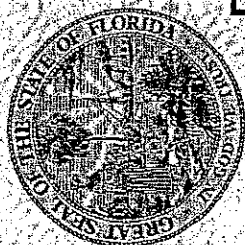
REFERENCE #2

Company Name/Agency: Village of Wellington
 Address: 12300 Foresthill blvd.
Wellington FL 33414
 Point of Contact: MARCO Roselli
 Phone Number: 561-791-4127
 Fax Number: Mroselli @ Wellington FL.gov

REFERENCE #3

Company Name/Agency: Village of Palm Springs
 Address: 226 Cypress Lane
Palm Springs FL 33461
 Point of Contact: WALTER Sanchez
 Phone Number: 561-641-3419
 Fax Number: WSanchez @ VPSfl.org

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY

SUITE 16

WELLINGTON FL 33414

LICENSE NUMBER: GGC1513410

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



INCLUDE PROOF OF EXISTING INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14 Item 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426		CONTACT NAME: Troy Sissom PHONE (A/C, No. Ext): (561) 736-6022 E-MAIL ADDRESS: insuredchoice@insuredchoice.com FAX (A/C, No): (561) 736-6052	
INSURED E & F Florida Enterprises Inc dba Creative Contracting Group #CGC1513410 3141 Fortune Way Suite 16 Wellington FL 33414		INSURER(S) AFFORDING COVERAGE INSURER A: JAMES RIVER INS CO INSURER B: CENTURY SURETY CO INSURER C: STARSTONE SPECIALTY INSURANCE COMPANY INSURER D: INSURER E: INSURER F:	
		NAIC # 12203 36951	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		00115201-2	04/05/2023	04/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CCP1053980-1	04/05/2023	04/05/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C							General Aggregate Each Pollution Condit Liability Aggregate

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

135



E&FFL-1

OF

DATE (MM/DD/

Item 4.

04/14/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC	561-392-3300	CONTACT NAME: Workers Compensation Group PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL: certs@workerscompgroup.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: BusinessFirst Ins Co		11697
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414
--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			521-12678	04/16/2023	04/16/2024	<input type="checkbox"/> PER-STATUTE <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

LAKECLA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM)
1/23 Item 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	CONTACT NAME: Ana Grajales PHONE (A/C, No, Ext): (954) 302-4531 E-MAIL ADDRESS: ana@floridiancoastline.com FAX (A/C, No): (954) 692-3941
INSURED E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL16122103216 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ UM \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-6N351568-21-42-G	10/03/2022	10/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM \$ 500,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE Juan Carlos Cruz/ANA

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

1. We publish a statement notifying employees that the unlawful 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.

L. Addis

Authorized Signature

5-17-23

(Date)

LISA Addis

Name & title (typed)

V.P.

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:

Creative Contracting Group
Firm Name

Lisa Addis
Signature

Lisa Addis V.P.
Name and title (Print or Type)

5-17-23
Date

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: Lisa Addis

Title: Lisa Addis . V.P.

Date: 5-17-23

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

- (1) s He is V.P. of Creative Contracting Group, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 106-2023 Project Name: 7th Street Pocket Park

- (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: *Lisa Addis*

STATE OF FLORIDA
COUNTY OF Palm Beach

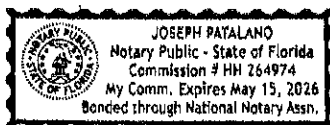
Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, this 17 day of MAY 2023 by LISA Addis

, who is ☒ personally known to me or ☐ who has produced N/A

as identification.

NOTARY SEAL:



Notary Signature: *Joseph Patalano*

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. HH 264974

ANTI-KICKBACK AFFIDAVIT

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

(1) I am V.P. of Creative Contracting Group, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 106-2023 Project Name: 7th Street Pocket Park.

(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: Lisa Addis

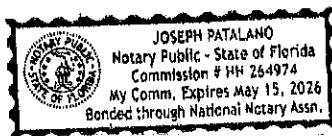
STATE OF FLORIDA
COUNTY OF Palm Beach

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

notarization, this 17 day of May, 2023 by Lisa Addis

_____, who is ☒ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:



Notary Signature: Joseph Patalano

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. HH 264974

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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

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

License/ Certification No: CGC1513410 Expiration Date: 8/31/24
who submitted a proposal to perform work for the following project

Contract #: 106-2023 Project Name: 7th Street Pocket Park

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

Signature: [Signature]

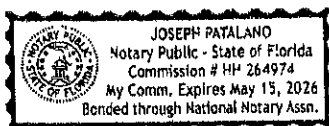
STATE OF FLORIDA

COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 17 day of May 2023 by LISA Addis

, who is ☒ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:



Notary Signature: [Signature]

Notary Name: Joseph Patalano

Notary Public - State of Florida

Commission No. HH 264974

BID OPENING

Town of Lake Park
 Invitation to Bid # 104-2023
 7th Street Pocket Park
 May 18, 2023 --- after 2:00 pm

Bidders Name:

CREATIVE
CONTRACTING

CHRIS WAYNE

CLOSE CONSTRUCTION

FLORIDA PALM

BAROMEL CONSTRUCTION

BID FORM:

Bid Proposals & Signature Page

Addendum #1

#2

#3

SCHEDULE OF BID ITEMS (UNIT PRICE SHEETS)

Total Base Bid Amount

\$163,410

\$175,810

\$262,510

\$263,443¹⁸

ALTERNATES

BID BOND

CLARIFICATIONS PAGE

LIST OF SUBCONTRACTORS

LIST OF REFERENCES

LICENSES AND INSURANCE

CERTIFICATION OF DRUG FREE WORKPLACE

CONFLICT OF INTEREST DISCLOSURE

TRUTH-IN NEGOTIATION CERTIFICATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

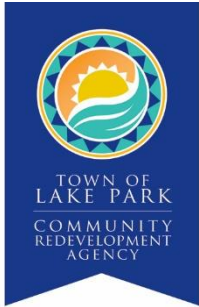
ANTI-KICKBACK AFFIDAVIT

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

SWORN STATEMENT OF PUBLIC ENTITY OF CRIMES NA

W-9 FORM

NO DOCUMENTS SUBMITTED TO DEMAND STATION



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 5, 2023
Originating Department: Special Events
Agenda Title: Summer Bash Fundraiser Funding Request

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town
Manager, email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.29 11:41:27 -0400 **Date:** _____

Cost of Item: \$500.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** Jeffrey P. Duvall Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou, email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.06.26 16:45:20 -0400

Advertised: _____
Date: _____ **Newspaper:** _____

Attachments: Summer Bash Fundraiser Special Event Permit Application

Please initial one:

☒ Yes I have notified everyone
☐ Not applicable in this case

Summary Explanation/Background:

The Special Events Department received a Special Event Permit Application from Rhonda Jo Porter proposing a Summer Bash Fundraiser to be held on Saturday, July 15 in the parking lot of the 700 block of Park Avenue, near The Brewhouse Gallery and Kelsey City Brewing. The funds raised will be provided to the Amara Shriners Children's Transportation Fund to drive children to the Shriners Hospital located in Tampa, Florida. Event vendors include Eddie's Rolling Bistro, Mark Bone BBQ, VFW and Amara Shriners. The Town Commission voted to sponsor the event at the June 21 Commission Meeting. **At this time, the organizer is requesting that the CRA pay the \$500.00 live entertainment fee for a band to perform at the event.**

Recommended Motion: I move to approve the funding request of \$500.00 made by the event organizer of the Summer Bash Fundraiser.