



Lake Park Town Commission, Florida
Special Call Community Redevelopment Agency
Meeting Agenda

Wednesday, October 04, 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:

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.

EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

CONSENT AGENDA:

- [1.](#) September 20, 2023 Special Call Community Redevelopment Agency Meeting Minutes
- [2.](#) Resolution 77-10-23 Authorizing and Directing its Chairman to Execute an Agreement with West Construction, Inc., for the Provision of Labor, Materials and Equipment Associated with the Park Avenue Downtown District Streetscape Improvement Project.
- [3.](#) Resolution 78-10-23 Authorizing and Directing its Chairman to Execute an Agreement with Brandano Displays, Inc., to Provide Downtown District Holiday Display Services.

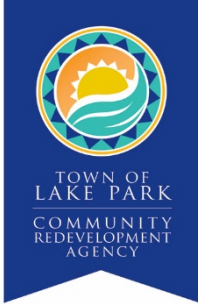
NEW BUSINESS:

NONE

AGENCY MEMBER REQUESTS:

ADJOURNMENT:

FUTURE MEETING DATE: The next scheduled Special Call Community Redevelopment Agency Meeting will be conducted on October 18, 2023



Community Redevelopment Agency Agenda Request Form

Meeting Date: October 4, 2023

Agenda Item No.

Agenda Title: September 20, 2023 Special Call Community Redevelopment Agency Meeting Minutes.

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

John

Approved by Executive Director D'Agostino

Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of
Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.g
ov, c=US
Date: 2023.09.26 10:11:51 -0400

Date: _____

Laura Weidgans, Deputy Town Clerk

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes Exhibits A-D
	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 September 20, 2023 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency

Meeting Minutes

Wednesday, September 20, 2023

Immediately Following the Regular Commission Meeting

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

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CALL TO ORDER/ROLL CALL

8:42 P.M.

PRESENT

Chair Roger Michaud

Vice-Chair Kimberly Glas-Castro

Board Member John Linden

Board Member Carmen Rodriguez

Board Member Mary-Beth Taylor

Board Member Judith Thomas

Board Member Henry Stark

PLEDGE OF ALLEGIANCE

Mr. Carlo Vernia led the pledge.

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.

NONE

CONSENT AGENDA:

Motion made to approve the Consent Agenda by Board Member Linden, Seconded by Board Member Taylor.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Linden, Board Member Rodriguez, Board Member Taylor, Board Member Thomas, Board Member Stark.

1. September 6, 2023 Special Call Community Redevelopment Agency Board Meeting Minutes

NEW BUSINESS:

2. Resolution 71-09-23 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH LIBERTY SQUARE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

Board Member Carmen Rodriguez expressed that she had a voting conflict because she was a tenant at 796 10th Street (See Exhibit A).

Executive Director John D'Agostino provided a background and summary of the item (Exhibit B). Community Development Director Nadia DiTommaso provided further explanation and advised the Board that this item is in line with the Community Redevelopment Agency's Master Plan. Mr. Carlo Vernia, President and Managing Member of Liberty Square LLC discussed his vision for the property.

Kim Thompson, Managing Partner of Liberty Square provided a further description of their vision for the property. Mr. Vernia provided a visual presentation that represented the anticipated finished look of the property (Within Exhibit B). Board Member Taylor asked if there would be an awning over the seating and also if there would be more trees. Mr. Vernia advised that due to the directional location of the property, the seated area would be shaded from noon on. Ms. Thompson spoke about the benefits of having the outdoor seating area. Mr. Vernia advised that there are already 50-60 trees on the property.

Vice-Chair Glas-Castro thanked them for making a change that will positively affect the corridor.

Chair Michaud made positive comments toward the project.

Board Member Thomas was excited for the project and improvements in the area.

Board Member Linden asked what they envision for the north side of the property. Mr. Vernia explained that they are building up the facade on the north side as well and will eventually result in an extension in the back during a subsequent phase.

Board Member Linden asked what the projected completion date would be. Mr. Vernia stated 8 months. Board Member Linden also asked if this needs to go before the Planning and Zoning Board. Community Development Director DiTommaso stated that this item would not need to go before the Planning and Zoning Board as it does not meet the criteria.

Board Member Stark asked if the removal of some of the parking spaces would interfere with code requirements. Mr. Eugene Fagan, Architect advised that the property has an ample amount of parking spaces, more than would be required by code. Board Member Stark asked what will happen if additional businesses want to further change the façade. Mr. Vernia stated that he allots a certain period of time for tenants to make interior changes to their space. Board Member Stark asked who will cover the cost in those cases. Mr. Vernia stated that he has not received any requests for structural changes to the facade and that interior changes would be paid for by the tenant. Board Member Stark spoke about a previous location in the Town that served breakfast and suggested a breakfast type business for this location. Mr. Vernia stated that Brooklyn Cupcake has intentions of serving breakfast.

Board Member Thomas asked if tenants were privy to the grant and able to access grant funding. Community Development Director DiTommaso stated that yes, they will have access to grant monies.

Motion made to approved Resolution 71-09-23 by Vice-Chair Glas-Castro, Seconded by Board Member Linden.

Voting Yea: Chair Michaud, Board Member Thomas, Board Member Stark

Board Member Taylor was not in the room at the time of the vote. Board Member Rodriguez had a voting conflict.

3. 69-09-23 Authorizing and directing the Executive Director to renew for fiscal year 2024 property and casualty insurance coverage through the Florida Municipal Insurance Trust; and providing for an effective date.

Assistant Town Manager/Human Resources Director Bambi Turner explained the item and provided a summary of the terms of renewal.

Board Member Stark asked for clarification of the increase. Assistant Town Manager/Human Resources Director Turner stated it's a 67.1% increase which is largely due to increases in property values. Gehring Group Representative Rommi Mitchell stated that increases are due to various factors. She advised there is only 1 insurer option this year. Board Member Stark asked what our coverage is. Ms. Mitchell explained that it's a package that includes coverage for buildings, parking lots, liability, the Board, cybersecurity. He asked about liability coverages. Ms. Mitchell stated that it would depend on the factors of a case.

Motion made to approve Resolution 69-09-23 by Board Member Linden, Seconded by Board Member Thomas. Board Member Stark asked if in the future we could look into alternatives to such a large increase. Ms. Mitchell explained that there are alternatives, but nothing that would offer coverage in the event of a named storm.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Linden, Board Member Rodriguez, Board Member Taylor, Board Member Thomas, Board Member Stark.

4. Resolution 38-05-23 A Resolution of the Town Commission of the Town of Lake Park, Florida, providing for a finding of necessity and determining the existence of two or more conditions in a certain area of the Town of Lake Park that meet the criteria described in Section 163.340 (8), Florida Statutes; providing for the acceptance, approval and adoption of the Town of Lake Park Community Redevelopment Agency's Finding of Necessity Study; Finding the need for a Community Redevelopment area under the provisions of Chapter 163, Part III, of the Florida Statutes.

Executive Director D'Agostino explained the item. (Exhibit C). Kevin Crowder from BusinessFlare went over some questions that the County had. Vice-Chair Glas-Castro asked if the County was agreeable to expansion in the Community Redevelopment Area (CRA).

Executive Director D'Agostino believes they will be supportive as long as the financial impact to the County is minimal. Vice-Chair Glas-Castro suggested the possibility of the Board appealing to the County Commission. Executive Director D'Agostino stated he has requested a meeting with them and he will keep the Board up to date. Mayor Michaud stated he believes the Board will need to appear before the County Commission.

Motion made to approve Resolution 38-05-23 by Board Member Thomas, Seconded by Board Member Rodriguez.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Linden, Board Member Rodriguez, Board Member Taylor, Board Member Thomas, Board Member Stark.

AGENCY MEMBER REQUESTS:

Board Member Stark requests renaming the 7th street pocket park in conjunction with the renaming of the other parks already discussed in the previous meeting.

EXECUTIVE DIRECTOR COMMENTS/BOARD MEMBER COMMENTS:

Executive Director D'Agostino provided comments (Exhibit D).

ADJOURNMENT:

Motion to Adjourn made by Board Member Stark, Seconded by Board Member Thomas.

Voting Aye: All

9:49 P.M.

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on October 4, 2023.

Chair, Roger D. Michaud

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Town Seal

Approved on this _____ of _____, 2023

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Rodriguez Carmen A		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CRA	
MAILING ADDRESS 2050 N Congress Ave #203		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: Town of Lake Park	
CITY West Palm Beach	COUNTY Palm	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 9/20/2023		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Carmen Rodriguez, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a tenant of 796 10th street

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

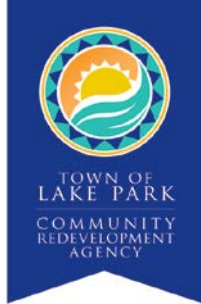
Date Filed

9/20/2023

Signature

Carmen Rodriguez

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CRA
Agenda Request Form

Meeting Date: September 20, 2023

Agenda Item No.

Agenda Title: A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH LIBERTY SQUARE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

[] SPECIAL PRESENTATION/REPORT [] CONSENT AGENDA
[] OLD BUSINESS [X] **NEW BUSINESS: Resolution**
[] DISCUSSION FOR FUTURE ACTION [] OTHER: General Business

Approved by Executive Director: John D'Agostino Date: _____
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: 2023.09.13 14:11:31 -04'00'

Nadia Di Tommaso, Community Development Director

Originating Department: Town Manager/Community Development	Costs: \$ 360K - FY 24 (project completion required by Dec. 20, 2024 therefore, 50% may only be reimbursed in FY 25). Funding Source: CRA-Grants / Legal #108 Acct. # 110-55-552-520-82111 [] Finance <small>Digitally signed by Jeffrey P. Duval DN: cn=Jeffrey P. Duval, o=Town of Lake Park, ou=Town Manager, email=jduval@lakeparkflorida.gov, c=US Date: 2023.09.13 13:02:02 -04'00'</small>	Attachments: -Resolution __-09-23 -Redevelopment Grant Agreement and Exhibit "A" ("Scope of Work"- Itemized Breakdown/Request/Appraisal/Su rvey/Renderings/Elevations) -Unconditional Guaranty of Repayment and Performance -Liberty Square Tenant Roster -LLC Registration and Property Details CRA Master Plan Redevelopment Goal
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Background and Summary

Liberty Square LLC owns the property at 796 10th Street. The LLC's Registered Agent and Managing Partner is Carlo Vernia. Mr. Vernia has owned 796 10th Street since June 2019.

Mr. Vernia also owns additional property in the Town and has been monitoring the Town's vision plans and improvements for almost a decade. Mr. Vernia has been tracking the progress and the foresight of the CRA Board, the Town Commission and Town Staff and would like to be part of what he refers to as the 'renaissance' of Lake Park. This is the primary reason as to why he has invested in purchasing several properties in the Town.

796 10th Street is a key property in our CRA. It is currently home to a variety of tenants (tenant roster is enclosed). Mr. Vernia is interested in reinventing the older 1962 aesthetics into more vibrant, modern and economically stimulating aesthetics. The CRA Master Plan encourages Economic Incentives and other support to projects as a Redevelopment Goal (enclosed for reference).

Mr. Vernia is prepared to invest a minimum of \$720,000 of his own funds into the proposed improvements and is requesting \$360,000 from the CRA in grant assistance funds. An unconditional guaranty of repayment and performance associated with the LLC and him personally will also be executed and recorded with the Agreement. This provides ample protection to the CRA in the event the project is not realized, especially since the entirety will be recorded as a Lien against the property and the property does not have a mortgage or any bank loans, allowing this lien to be first in line. The funds on a reimbursement basis only per the proposed terms and 50% will only be paid if all is completed with a Certificate of Completion in-hand by the end of the term (i.e. no later than 15 months from the date of the approved Grant Agreement - December 20, 2024). The Town Attorney prepared both the Grant Agreement and Guaranty.

The total costs for the improvement, as provided in the enclosed Exhibit A, is summarized as the following:

General Conditions: \$149,586.50 (please refer to the enclosure for additional details)

Overhead and General Contractor Fee: \$184,927.30

Construction Costs (for permit application value): \$853,050

Total: \$1,187,563.80

The property's current estimated market value for 2023 per the property appraiser's website is \$3,015,708 (with an associated \$5,713 in Lake Park operating tax contribution). The property owns additionally provided an appraisal report that is also enclosed in Exhibit A. The appraiser concluded that the final "as completed" value is estimated at \$5,840,000 (resulting in a possible increase in Lake Park operating tax revenue of approximately \$5,500 annually).

Refreshed facades and exterior improvement is intended to serve as an additional economic catalyst to the area, attracting additional tenants and creating more jobs since redevelopment often stimulates more development. Actually, this property's proposal is a result of all the developments and advancements experienced by the CRA/Town over the past few years.

The proposed renderings/elevations are enclosed and are being included as well for quick reference:

Existing Building:



Proposed Facades/Exterior Improvements:



Recommended Motion: I move to APPROVE Resolution __-09-23.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 20, 2023

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR A FINDING OF NECESSITY AND DETERMINING THE EXISTENCE OF TWO OR MORE CONDITIONS IN A CERTAIN AREA OF THE TOWN OF LAKE PARK THAT MEET THE CRITERIA DESCRIBED IN SECTION 163.340 (8), FLORIDA STATUTES; PROVIDING FOR THE ACCEPTANCE, APPROVAL AND ADOPTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY'S FINDING OF NECESSITY STUDY; FINDING THE NEED FOR A COMMUNITY REDEVELOPMENT AREA UNDER THE PROVISIONS OF CHAPTER 163, PART III, OF THE FLORIDA STATUTES.

[] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] ORDINANCE
 [X] **NEW BUSINESS**
 [] OTHER

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: 2023.09.14-05:13:04'00'
Nadia Di Tommaso / Community Development Director Date: _____
 Name/Title

Originating Department: Town Manager/Community Development	Costs: \$ Included in prior contract as an added service at no additional cost Funding Source: Acct. [] Finance _____	Attachments: → Resolution 38-05-23 → Finding of Necessity Report (<u>updated</u>) → Copy of Resolution 36-06-22 approving CRA Master Plan update in August 2022 and a copy of the Updated Plan → Legal Ad and Registered Mail to Taxing Authorities
Advertised: Date: 08/04/2023 Paper: Palm Beach Post (item was continued from the August 16, 2023 meeting) [] 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 <i>ND</i> Please initial one.

Summary Explanation/Background:

On May 17, 2023, the Town Commission discussed and approved this item however, after approval it was identified that the required notices were not completed. Consequently, this item is coming back for approval, this time with advance notices to all taxing authorities and a legal ad in the Palm Beach Post having been completed prior to this meeting. The materials/substance being proposed remains the same at this time.

Palm Beach County has been in discussion with the Town on the Finding of Necessity since June 2023. Just recently, a call was requested by the County. This call was scheduled on August 8, 2023 per their request (one day before agenda item publication). The Town Manager, Community Development, and Business Flare participated in this call. The purpose of the County's request was so that they could share some questions/comments/concerns. On this call, the County explained that they will formally provide written comments only after the Town Commission considers the item on August 16 and it is transmitted to the County. As a courtesy, they wanted to verbally share some comments ahead of time. The County questioned the accuracy of the property values outlined in the Finding of Necessity by Business Flare and they also asked about any relevant raw data from PBSO, Fire or Code Enforcement, that would further justify the need for the CRA expansion, similar to the information provided in the original Finding of Necessity back in 1996. Business Flare explained that the property values are accurate however, they will double check them with the County to make sure. Business Flare also explained that the Statute requires two or more, of a lengthy list of criteria, to be met in order to justify slum and blight and that the Finding of Necessity meets the Statutory requirement. In an effort to work with the County, Business Flare agreed to revisit the crime and crash data and possibly other relevant data to determine if more can be added to the Finding of Necessity (this was done as a courtesy, but not as a requirement since the Finding of Necessity meets the Statutory requirements of Chapter 163).

Consequently, Business Flare reviewed the values and they have been updated. Business Flare also included additional data justifying slum and blight and conditions that need to be addressed in both proposed expansion areas. The updated Finding of Necessity is enclosed.

Additional History

In follow-up to the Updated CRA Master Plan that was approved by the Town in the summer of 2022, Business Flare was also tasked to prepare a finding of necessary for two potential expansion areas, as reviewed and discussed when the Updated CRA Master Plan was presented.

The enclosed report, prepared by Business Flare, was also discussed in a meeting with Palm Beach County Commissioner Mack Bernard on February 21, 2023 in his office. The CRA Executive Director, a representative from Business Flare and the Town's Community Development Director were present. Commissioner Bernard understood the request and is in favor of including the north area that is prime for redevelopment and using that value increase to then assist the second southern area along Silver Beach using CRA residential rehabilitation programs. He recommended we work with Riviera Beach on the south side of Silver Beach when the home rehabilitation project moves forward in an effort to revitalize both sides of the roadway. Staff also met with Palm Beach County Administrator Verdenia Baker who expressed similar sentiments and appreciated that one expansion area would provide the added revenue (on the Town side thereby not necessitating added revenue from the County) to then revitalize the other expansion area.

The Town's CRA Board also considered this item at their March 15, 2023 meeting and unanimously recommended approval.

What is a Community Redevelopment Area or District?

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community Redevelopment Areas when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that can support the creation of a Community Redevelopment Area include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that the required conditions exist, the local government may create a Community Redevelopment Area to provide the tools needed to foster and support redevelopment of the targeted area. Additional areas can be added if a Finding of Necessity is created for those areas and approved by the CRA Board and the County.

Purpose of the Community Redevelopment Agency and CRA Plan

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs or blighted conditions of the targeted area(s). The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area utilizing any legal development or redevelopment tool authorized by F.S. Statutes Chapter 163.

Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements, just to name a few. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning with a Finding of Necessity for the additional areas.

Enclosed is the Finding of Necessity for the proposed CRA Expansion Areas. Business Flare provided the original presentation.

Recommended Motion: I move to “**APPROVE”** Resolution 38-05-23.



CRA EXECUTIVE DIRECTOR COMMENTS

SPCECIAL CALL COMMUNITY REDEVELOPMENT AGENCY MEETING Wednesday, September 20, 2023

COMMUNITY DEVELOPMENT

The Holiday Lights Stakeholder meeting was held on Thursday, September 12 at 8:30am. While stakeholder (property owners and business owners) participation was low, those who did participate provided excellent and valuable feedback on the project. Some highlights include: It was suggested that since this would be our 'pilot' year that we keep a certain level of excitement by only doing a full road closure for the lights on Friday and Saturday evenings. This would help manage the operational needs of the businesses also so that they can properly serve the increased customers. There was added discussion on possibly highlighting one day in December with additional holiday activities such as a holiday market. There was a request to make sure the directional signs provide adequate business name identification so that visitors are aware of the available businesses in the project area. The Town's marketing specialist emphasized that business participation is key in developing an adequate marketing strategy that would draw visitors to their businesses. It was recommended that the project area, including the alleyways, be cleaned up as much as possible so that we are presentable to our new visitors. Additional discussions are forthcoming.

PUBLIC WORKS

The Public Works Department is pleased to announce that construction activities associated with the 7th Street Pocket Park are expected to commence during the first week of October 2023. This Community Redevelopment Agency project will add much needed recreational and green space to the Town's Downtown District. Additional information is available by contacting the Public Works Department at 561-881-3348, via email at publicworks@lakeparkflorida.gov, or by visiting our website at <https://www.lakeparkflorida.gov/government/departments/public-works-department/new-projects>

CRA BOARD CONSENSUS

- Seeking consensus from the CRA Board to schedule **two (2) Special Call CRA Board meetings** for the purpose of awarding contracts associated with the proposed Large Holiday Display in the Park Avenue Downtown District. Please consider the following:

1. A Special Call CRA Meeting on **Wednesday, October 4, 2023, 6:30 p.m.**, to be immediately followed by the Regular Town Commission Meeting.
 2. A Special Call CRA Meeting on **Wednesday, October 18, 2023, 6:00 p.m.**, to be immediately followed at **6:30 p.m.** by the P3 Workshop, and then the Regular Town Commission Meeting.
- Future Agenda Item to have a discussion on the future use of 800 Park Avenue CRA Building requested by Commissioner Linden, schedule for October 18, 2023 Regular Town Commission Meeting.



Town of Lake Park Community Redevelopment Agency

Agenda Request Form

Meeting Date: October 4, 2023

Originating Department: Public Works

Agenda Title: Resolution Authorizing and Directing its Chairman to Execute an Agreement with West Construction, Inc., for the Provision of Labor, Materials and Equipment Associated with the Park Avenue Downtown District Streetscape Improvement Project.

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: 2023.09.29 16:27:28 -04'00' **Date:** _____

Cost of Item: \$466,084.00 **Funding Source:** CRA Improvements Other than Buildings

Account Number: 110-55-552-520-63000 **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: 2023.09.29 14:33:13 -04'00'

Advertised: Yes

Date: 8/13/2023 **Newspaper:** Palm Beach Post

Attachments:

1. Agenda Request Form
2. Resolution
3. Agreement between the CRA and West Construction, Inc., for construction of the Park Avenue Downtown District Streetscape Project
4. West Construction, Inc., submittal in Response to ITB 114-2023

Please initial one:

MA

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park and the Lake Park Community Redevelopment Agency (CRA) understand the importance of presenting an exceptional and inviting look and feel in its Downtown District.

It is with that understanding that in the Fall of 2021, the CRA Executive Director requested Agency staff to work in conjunction with JMorton, the Town's Landscape Architect, to develop preliminary conceptual designs for the proposed landscape and hardscape enhancements at Park Avenue (from 7th Street, west to 10th Street) and at 10th Street (from Park Avenue, north to Northern Drive).

All of the project scope is located within the Community Redevelopment Agency's (CRA) area of responsibility (*Figure 1*) and the Park Avenue portion of this project is within the Park Avenue Downtown District (PADD).

JMorton Planning & Landscape Architecture is a sub-consultant to Engenuity Group, with whom the Town currently has an active five (5) year continuing services agreement under approved Resolution No. 76-11-18.



Figure 1.

In March 2022, Agency and JMorton staffs presented conceptual designs of the proposed streetscape improvements to the CRA Board and received the following direction:

- Design project to be implementable in phases for maximum fiscal flexibility.
- Develop and present estimated implementation costs.
- Obtain and incorporate public input/preferences through design and implementation.

Subsequently, Agency and JMorton staff coordinated and held a public workshop on January 24, 2023, to present the conceptual design alternatives to the public and collect feedback from stakeholders. The Public Workshop provided useful enhancement and design element feedback that was later incorporated as the streetscape design was further refined.

Furthermore, on March 16, 2022, the CRA Board approved Resolution 13-03.22, authorizing a contract in the amount of \$42,875.00, for JMorton to develop 100% construction ready plans to complete the Project, while incorporating the comments and feedback obtained through the Public Workshop.

Upon completion of submittal of a complete set of plans for the Project, Agency staff published Invitation to Bid documents (ITB #114-2023) for bid advertisement and bid price solicitation of the Phase 1 and Phase 2 sections of the Park Avenue Streetscape project. The project was put out to bid on Monday, August 14, 2023.

On September 14, 2023, bid proposals were received in response to ITB #114-1023; the CRA received bids from two (2) responsive bidders. After, evaluation and analysis, West Construction, Inc. was determined to be the complete and responsive bidder with a bid price breakdown as follows:

Blocks 700 and 800:		
Base Bid Amount		\$ 236,596.00
Phase 1 Alternate #1 (Paver Sealing)		\$ 50,470.00
Total Bid Amount:		\$ 287,066.00
Block 900:		
Base Bid Amount		\$ 153,273.00
Phase 2 Alternate #1 (Paver Sealing)		\$ 25,745.00
Total Bid Amount:		\$ 179,018.00

Total Bid Amount for Blocks 700-900, including Alternates: \$ 466,084.00

For maximum budgetary flexibility, only the Park Avenue portion of the project will be completed in (early) Fiscal Year 2024. The 10th Street portion will be budgeted for completion during FY-2025.

The CRA Executive Director recommends approval.

Recommended Motion:

I move to adopt CRA Resolution No. _____.

RESOLUTION 77-10-23

A RESOLUTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE AN AGREEMENT WITH WEST CONSTRUCTION, INC., FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT ASSOCIATED WITH THE PARK AVENUE DOWNTOWN DISTRICT STREETScape IMPROVEMENT PROJECT; 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, to improve the aesthetics of properties within the Park Avenue Downtown District (PADD), the CRA has committed to funding and implementing certain hardscape and landscape improvements (the "Project"); and

WHEREAS, on March 16, 2022, the CRA contracted with J Morton Planning and Architecture (the "J Morton") to develop and design plans for the Project; and

WHEREAS, upon completion of the construction- ready plans by the J Morton, CRA staff prepared and issued an invitation to bid for the construction of the Project; and

WHEREAS, the Project's scope of work and services was organized in two (2) phases, Phases 1 and 2, both of which included an alternate scope of work and services; and

WHEREAS, On September 14, 2023, the CRA received two responses to its Invitation to Bid #114-2023 (ITB); and

WHEREAS, in response to the ITB, West Construction, Inc., represented itself to be qualified, able, and willing to satisfactorily provide the work and services solicited in the ITB; and

WHEREAS, West Construction, Inc., submitted a bid price in the amount of \$466,084.00, including the Phases 1 and 2 scope of work and services, and their respective alternates; and

WHEREAS, the CRA's Executive Director has recommended to the Board of Commissioners that the CRA enter into an agreement with the 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 incorporated herein.

Section 2. The Chair of the CRA is hereby authorized and directed to execute the agreement between the CRA and West Construction, Inc., associated with the Park Avenue Downtown District Streetscape 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 PARK AVENUE STREETScape IMPROVEMENTS

THIS AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT FOR THE CONSTRUCTION OF PARK AVENUE STREETScape IMPROVEMENTS (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 WEST CONSTRUCTION, INC., 820 North 4th Street, Lantana, Florida 33462 ("Contractor") (collectively "the Parties") is entered into this _____ day of _____, 2023.

WITNESSETH THAT:

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, to improve the aesthetics of properties within the Park Avenue Downtown District (PADD), the CRA has committed to funding and implementing certain hardscape and landscape improvements within the PADD (the "Project"); and

WHEREAS, on March 16, 2022, the CRA contracted with J Morton Planning and Landscape Architecture, Inc. to develop and design plans for the Project; and

WHEREAS, upon completion of the construction- ready plans by the J Morton Planning and Landscape Architecture, Inc., the CRA staff prepared and issued an invitation to bid to construct the Project; and

WHEREAS, the Project's scope of work and services was organized in two phases, Phases 1 and 2, both of which included an alternate scope of work and services; and

WHEREAS, On September 14, 2023, the CRA received two responses to its Invitation to Bid #114-2023 (ITB); and

WHEREAS, in response to the ITB, West Construction, Inc., represented itself to be qualified, able, and willing to satisfactorily provide the work and services solicited in the ITB; and

WHEREAS, West Construction, Inc. has agreed to perform the work on the Project for an amount not to exceed \$466,084.00, including the Phases 1 and 2 scope of work and services, and their respective alternates; and

WHEREAS, the CRA's Executive Director has recommended to the Board of Commissioners that the CRA enter into the agreement with the Contractor for the construction of 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. WORK

Contractor shall complete all work (the Work) for the Project as specified or indicated as set forth in paragraph 8, below. The Work is generally described as follows:

The pressure washing all of the concrete pedestrian walkways, drive turnouts, curbing, intersection pavers and pedestrian crosswalk pavers on both sides of the Park Avenue. Additionally, the Contractor shall provide a new paver strip within the existing sidewalks, both at an approximate 20' interval.

The Work also includes landscape and irrigation. The Work requires pruning and or removal of existing or existing landscape in accordance with the new landscape design prepared by Morton and shall new landscape plantings.

There is an existing irrigation system along Park Avenue. The Work requires the Contractor to design/build the irrigation system modifications to ensure that all landscape materials, both existing and new have adequate irrigation. The Contractor shall visit the site examine the condition of the existing irrigation system in order to assess its work and add or modify the existing irrigation system as necessary to ensure proper irrigation coverage of all existing and new plant materials.

3. LANDSCAPE ARCHITECT

This project was designed by J. Morton Planning & Landscape Architecture, Inc. who is hereinafter called ARCHITECT and who will provide as needed project design and work inspection representation to the OWNER in connection with completion of the Work in accordance with Contract Documents.

4. COST OF SERVICES

The cost for the Work and services shall not exceed **\$ 466,084.00.**

PHASE 1:	Base Bid Amount	\$ 236,596.00
	Phase 1 Alternate #1 (Paver Sealing)	\$ 50,470.00
	Total Bid Amount for Phase 1	\$ 287,066.00
PHASE 2:	Base Bid Amount	\$ 153,273.00
	Phase 2 Alternate #1 (Paver Sealing)	\$ 25,745.00
	Total Bid Amount for Phase 2	\$ 179,018.00
	Total Bid Amount for Phase 1 and Phase 2:	\$ 466,084.00

5. CONTRACT TIME

5.1 Contract Time shall commence upon the issuance of a Notice to Proceed. The Contract Time shall be measured from the date of commencement of the Work. The Work shall be **substantially complete within 90 calendar days** from the date when the Contract Time commences , and **Final Completion shall be reached 30 days after substantial completion** and the Work shall be complete with permit final inspections passed and ready for final payment in accordance with Article 3 of the General Conditions within a **total of 120 calendar days from the date when the Contract Time commences.**

5.2 LIQUIDATED DAMAGES: OWNER and Contractor recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After substantial completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time for each Phase or any proper extension thereof granted by OWNER, Contractor shall pay OWNER \$100.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The amounts referenced above are not penalties but are rather Liquidated Damages to the OWNER for its inability to obtain full beneficial use of the project. Liquidated Damages are hereby fixed and agreed upon between parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the OWNER as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the contract on time. The amounts due pursuant to this section shall be deducted from the monies due to the Contractor or in case no money is due, or the money due the Contractor is not sufficient, Contractor shall pay for such amount, not as a penalty, but as liquidated damages. When the OWNER reasonably believes that Substantial Completion will be inexcusably delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due to the Contractor an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays. Any liquidated damages pursuant to this section shall not apply to damages other than delay damages.

5.3 CONTRACTOR'S NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY:

The OWNER shall not be liable for any delay to the Contractor or the Contractor's subcontractors. The CONTRACTOR shall not be entitled to an increase in the

Contract Sum or payment of compensation of any kind from the OWNER for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, or hindrance from any cause. The Contractor shall however only be entitled to increase(s) in the Contract Time if and only if said delays, disruptions, interferences, or hindrances were caused in whole or in part by the fraud, bad faith, or active interference by the OWNER. The Contractor shall be entitled only to extensions of the Agreement Time as the sole and exclusive remedy for such resulting delay. In case of a delay, the Contractor shall make a timely written request and in accordance with the Contract Documents, otherwise the claim is waived.

5.4 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES: ARCHITECT for consequential damages arising out of or relating to this Agreement, Contract Documents, and/or the Work. This waiver includes:

- 1) Damages incurred by Contractor for rental expenses, income, profit, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation.

6. PAYMENT PROCEDURES

Contractor shall submit applications for payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ARCHITECT as provided in the General Conditions.

6.1 PROGRESS PAYMENTS: OWNER shall make progress payments, as provided below, on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ARCHITECT, on or before the 25th business day after the date on which an Application for Payment has been stamped as received by the ARCHITECT. All progress payments shall be on the basis of the progress of the Work measured by the Schedule of Values established pursuant to paragraph 14.1 of the General Conditions and, in the case of unit price work, payments will be based on the number of units completed.

6.2 Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ARCHITECT shall determine, and as OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

Retainage of ten percent (10%) shall be withheld until the Work has reached 50%)

complete. Thereafter, the Owner shall retain 5% of the Cost of the Services. The level at which 50% completion of the Work is achieved shall be set forth in the schedule of values established pursuant to Article 14 of the General Conditions. In the absence of such definition in the Schedule of Values, 50% completion shall be deemed to be the point at which OWNER has expended 50% of the total cost of the Work including existing change orders or modifications.

Once 50% completion has been achieved by Contractor, Contractor may request up to one-half of the retainage then held by OWNER. Upon receipt of such request, OWNER shall make a payment to Contractor, but less such amounts as ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.2 of the General Conditions. Therefore, any disputed amounts will continue to be held by OWNER.

6.3 Upon Substantial Completion, a progress payment will be made in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

6.4 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraphs 14.2 through 14.9 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT in accordance with said paragraphs 14.12 through 14.15.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement Contractor makes the following representations.

7.1 CONTRACTOR has examined the Contract documents, the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as Contractor deems necessary. The Contractor represents and warrants that it has become familiar with the project, the Contract Documents, and the local conditions under which the project is to be constructed and operated.

7.2 Contractor has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or

indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 The Contractor represents and warrants that it has received, reviewed and carefully examined all of the documents which make up this Agreement including but not limited to plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. If the Contractor performs any Work when it knew or should have known that it involves an error, inconsistency, or omission in the Contract Documents without first providing written notice to the ENGINEER and OWNER, the Contractor shall be responsible for such Work and pay the cost of correcting same. If applicable, Contractor has already given ARCHITECT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to Contractor.

8. CONTRACT DOCUMENTS

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

- 8.1 This Agreement, consisting of pages 1 through 14.
- 8.2 Invitation to Bid (ITB #114-2023) documents, Exhibits A, B, & C to this Agreement inclusive.
- 8.3 Construction Bid Bond in amount of 5% of bid amount (including Power of Attorney Forms as applicable),
- 8.4 Notice of Intent to Award.
- 8.5 General Conditions, consisting of pages GC-1 through GC-43, inclusive, which are included in the Invitation to Bid documents reference in 8.2.
- 8.6 Technical Specifications
- 8.7 Bid Proposal documents as submitted by West Construction, Inc.
- 8.9 Project Plans, as per Exhibit A; drawings consist of a cover sheet numbered L1.00 and sheets numbered H1.01 through H1.04 and sheets L1.01 through L1.09 inclusive, with each sheet bearing the following general title: Park Avenue Streetscape 8.10.

- 8.8 Addenda, numbered #1 and #2.
- 8.9 Contractor's Submitted Bid Proposal Documents, consisting of the Invitation to Bid, the Instruction to Bidders and the Bid Form.
- 8.10 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.11 The documents listed in Paragraph 8. Contract Documents above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

9. 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.

10. 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.

11. SUBCONTRACTING

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

12. 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.

13. 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.

14. 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.

15. 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.

16. MODIFICATION OF AGREEMENT

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

17. 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.

18. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement provided it gives 90 days advance 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor 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 CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

30. DEFINITIONS:

Agreement or Contract: The written agreement between the Owner and the Contractor covering the Work to be performed, including other documents that are attached to the Agreement and made part therefore as provided therein.

Application for Payment: The form which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Architect: The person, firm, or corporation responsible for the architectural design of the project and for the producing of the project plans. The designer of record and named as such in the Agreement.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including Invitation to Bid, the documentation accompanying the bid, and any post bid documentation submitted prior to the notice of award), when attached as an exhibit to the Agreement, the Bonds, the General Conditions, the

Specifications, and the Plans as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued on or after the Effective Date of the Agreement.

Contract Price: The monies payable by Owner to the Contractor under the contract documents as stated in

Contract Time: The number of days or the date stated in the Agreement for completion of the work.

Contractor: The person, firm, or corporation with whom the OWNER has entered into the Agreement.

Notice to Proceed: A written notice given by the OWNER to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform Contractor's obligations under the Contract Documents.

OWNER: The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

Project: The total construction of which the Work to be provided under the Contract documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

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

ATTEST:

By: _____
Vivian Mendez, TOWN Clerk

TOWN OF LAKE PARK

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONTRACTOR

WEST CONSTRUCTION, INC.
820 North 4th Street
Lantana, Florida 33462

By: _____

Signature

Printed Name:

Its: _____

Title

P:\DOCS\26508\00001\DOC\28Q4566.DOCX



Office of the
Town Clerk

September 27, 2023

NOTICE OF INTENT TO AWARD

Pursuant to Town of Lake Park, notice is provided as follows:

INVITATION TO BID (ITB) #114-2023

Park Avenue / 10th Street Streetscape Phase 1 & Phase 2

Bid Opening Date and Time: Thursday, September 14, 2023 at 2:00 pm local time.

The Town of Lake Park has completed its evaluation of ITB #114-2023 and intends to award the Park Avenue / 10th Street Streetscape Phase 1 & Phase 2 project contract to:

West Construction, Inc.

- 1) For the submitted Total Bid Amount of \$ 466,084.00

Pricing breakdown as follows:

Phase 1	Base Bid Amount	\$ 236,596.00
	Phase 1 Alternate #1 (Paver Sealing)	\$ 50,470.00
	Total Bid Amount for Phase 1	\$ 287,066.00
Phase 2:	Base Bid Amount	\$ 153,273.00
	Phase 2 Alternate #1 (Paver Sealing)	\$ 25,745.00
	Total Bid Amount for Phase 2	\$ 179,018.00

Total Bid Amount for Phase 1 & Phase 2 including Alternates.
\$ 466,084.00

- 2) This Notice is conditioned upon and subject to the Town of Lake Park's reservation of rights as contained in the ITB Documents and is subject to approval by the Lake Park Town Commission.

Sincerely,

Town of Lake Park

ROBERTO F. TRAVIESO, MPA
Director of Public Works

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

Date: _____

Signed By: _____

Vivian Mendez, MMC
Town Clerk

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov



**Park Avenue & 10th Street
Streetscape Improvements - PHASE 1
ITB No. 114-2023**

Submitted By:
West Construction, Inc.
820 North 4th Street
Lantana, FL 33462
Matthew F. West, President
Phone: 561-588-2027

Prepared For:
Town of Lake Park
Town Clerk
535 Park Avenue
Lake Park, FL 33403

**September 21, 2023
1:30 PM**

OWNER



TOWN OF LAKE PARK

**535 Park Ave.
Lake Park, Florida 33403**

INVITATION TO BID (ITB) Number 114-2023

PROJECT:

**Park Avenue / 10th Street Streetscape Improvements
PHASE 1**

EXHIBIT C - BID FORM DOCUMENTS

BID FORM**PROJECT: PARK AVENUE & 10TH STREET STREETScape IMPROVEMENTS - PHASE 1****INVITATION TO BID No. 114 - 2023****BIDDER NAME:** West Construction, Inc.**DATE:** 09/21/2023

THIS BID IS SUBMITTED TO: Town of Lake Park
 Town Clerk
 535 Park Avenue
 Lake Park, Florida, 33403

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) Days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined copies of the Invitation to Bid, Instructions to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
<u>1</u>	<u>09/13/2023</u>
<u>2</u>	<u>09/13/2023</u>
<u> </u>	<u> </u>

- b. BIDDER has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- c. BIDDER has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.
- d. BIDDER has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- e. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.
- a. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ENGINEER upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
5. BIDDER agrees that the PAHSE 1 Work shall reach Substantial Completion within 90 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and Final Completion 30 days after substantial completion, for a **Total PHASE 1 Contract Time of 120 calendar days**. The project shall be ready for final payment within 120 calendar days from the date when the Contract Time commences to run.
- a. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
- a. Required Bid Security,
 - b. Unit Price Schedule,
 - c. Schedule of Subcontractors,
 - d. Schedule of Suppliers, Equipment and Materials,
 - e. Required forms, and
 - f. Questionnaire Sheet.

7. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings ascribed to them in the General Conditions.

8. **BIDDER's Florida Contractor's License Number is:**

CGC1516626

9. BIDDER covenants that it is qualified to do business in the State of Florida.

10. The prices contained in the Bid Proposal shall include all costs necessary to provide the Work described in the Contract Documents, including, but not limited to, labor, materials, equipment, overhead, profit and insurance.

BIDDER understands that the OWNER reserves the right to reject any or all Bids in whole or in part, with or without cause, to waive any irregularities, variances, deviations, technical errors and informalities to the extent permitted by law or to accept the Bid which in its judgment best serves the public interest.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of Notice of Intent to Award, BIDDER will execute the formal contract attached and deliver it with a Public Construction Bond and a Certificate of Insurance evidencing conformance with the contract requirements as required by Article 5 of the General Conditions within fifteen (15) days. OWNER may draw upon the Bid Security to the full extent of its damages in the event the executed Contract, Public Construction Bond and Certificate of Insurance are not delivered within the time above set forth.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competition.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID and Bidder's qualifications. Where the extended price differs from the unit price times the quantity, the unit price times the quantity will be accepted as the amount bid. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

Bidder is warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract and work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

If BIDDER is:

AN INDIVIDUAL

By (sign here): N/A

(Print Individual's Name): N/A

doing business as N/A

Business address: N/A

Phone No. N/A

A PARTNERSHIP

N/A
(Partnership Name)

By (sign here): N/A

(Print General Partner's Name): N/A

Business address: N/A

Phone No. N/A

A CORPORATION

West Construction, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By (sign here): 

(Print Name of Person Authorized to Sign): Matthew F. West

Its: President
(Print Title of Person Signing if other than the president or vice president, attach evidence of individual's authority to sign)

Business address: 820 North 4th Street, Lantana, FL 33462

Phone No. 561-588-2027

A LIMITED LIABILITY COMPANY

N/A

(LLC Name)

By (Sign here): N/A

(Print Name of Person Signing): N/A

Its: N/A

(If other than manager, attach evidence of individual's authority to sign)

N/A

(Address)

Phone No. N/A

A JOINT VENTURE

N/A

(Joint Venture Name)

By (sign here): N/A

(Print Name of Person Signing): N/A

N/A

(Address)

Phone No. N/A

By (sign here): N/A

(Print Name of Person Signing) N/A

N/A

(Address)

Phone No. N/A

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above as to that type of entity).



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

PROJECT:
Park Avenue / 10th Street Streetscape Improvements
RFP #: 114-2023

ADDENDUM #1:

September 13, 2023

Questions / Clarifications

Question #1: *During the site visit, we noticed that the sidewalk had been cut and filled with asphalt. Are these the same areas that will receive the concrete paver bands? Are all areas already saw cut, and don't we need to account for saw cutting the concrete sidewalk?*

Response #1: The project intent and scope of work is to install a precast concrete paver band across the existing sidewalk at 20' o.c. intervals for the entire 3 block length of the sidewalk on both sides of the street. There are, and were, paver bands across the sidewalk in some locations along the sidewalk. Some of these existing bands are not exactly 20' o.c., but can be used to achieve the sidewalk improvement intent.

The contractor will need to remove the asphalt patch material and prep the band for new paver installation. In the band locations where pavers exist, the contractor will assess the condition of the existing pavers and either replace them with new or re-set the existing to provide a flush and uniform installation.

In areas where paver bands currently do not exist, the contractor will need to cut the existing sidewalk for the new paver band installation as per plans and details.

Question #2: *We noticed that areas of the paver bands are sinking or uneven to the concrete sidewalk. Are these repairs a part of the scope of work for this project?*

Response #2: In areas where paver bands exist and are sinking or uneven, the contractor will assess the condition of the pavers and either replace them with new or re-set the existing to provide a flush and uniform installation.

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

Date: _____

Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez, MMC**

Digitally signed by Vivian Mendez,
MMC
DN: cn=Vivian Mendez, MMC,
o=Town of Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2023.09.13 09:18:20 -04'00'

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: West Construction, Inc.

Authorized Signature: _____

Print Name: Matthew F. West

Title: President

Date: 09/21/2023

End of Addendum No. 1



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

PROJECT:
Park Avenue / 10th Street Streetscape Improvements
RFP #: 114-2023

ADDENDUM #2

September 13, 2023

Bid Due Date Extension

The Bid Response Due Date has been changed.

Please allow this to be your official notice of a Bid Proposal Due Date Extension.

The "New" Bid Submittal Due Date for this project is:
Thursday, September 21, 2022 at 1:30 pm

Responses for this project shall be submitted and received digitally via DemandStar at www.demandstar.com before 1:30 P.M. Local Time, on Thursday, September 21, 2023.

Proposers must acknowledge receipt of this Addendum No. 2 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

Date: _____

Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez, MMC**

Digitally signed by Vivian Mendez, MMC
DN: cn=Vivian Mendez, MMC, o=Town of
Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2023.09.13 09:19:12 -04'00'

Bidder Acknowledgement of Receipt of Addendum #2:

Company Name: West Construction, Inc.

Authorized Signature: _____

Print Name: Matthew F. West

Title: President

Date: 09/21/2023

End of Addendum No. 2

LIST OF SUBCONTRACTORS

List each subcontractor to be used on the Project for the types of work to be performed as listed below. If the work is to be performed by the BIDDER, and no subcontractor is to be used, indicate same by writing "self-performed" on the line next to name of firm.

1. Name of Firm All County Paving Company
 Address 1180 SW 10th St., Delray Beach, FL 33444
 Work to be performed: Pavers
2. Name of Firm Lugo Painting & Restoration
 Address 1825 Ponce De Leon Blvd #534, Coral Gables, FL, 33134
 Work to be performed: Power Washing & Sealer
3. Name of Firm Country West Landscape and Design, Corp.
 Address 6782 Belvedere Road, West Palm Beach, FL 33413
 Work to be performed: Landscape & Irrigation
4. Name of Firm _____
 Address _____
 Work to be performed: _____
5. Name of Firm _____
 Address _____
 Work to be performed: _____
6. Name of Firm _____
 Address _____
 Work to be performed: _____

Failure to complete the above form may be sufficient cause for Bid rejection.

DEBARRED FIRMS

The undersigned hereby certifies that the firm of West Construction, Inc.
has not and will not award a subcontract, in connection with any contract awarded to it as the result
of this bid, to any firm that has been debarred for non-compliance with the Federal Labor Standards,
Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal
Law.

West Construction, Inc.

Name of Firm Submitting Bid

A handwritten signature in blue ink, appearing to be "Matthew F. West", written over a horizontal line.

Signature of Authorized Official

Matthew F. West, President

Title

09/21/2023

Date

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes Chapter 553, Part III Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of the Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

	<u>Trench Safety Measure</u> <u>(Description)</u>	<u>Units of Measure</u> <u>(LF, SY)</u>	<u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Extended</u> <u>Cost</u>
A.	N/A				
B.					
C.					
D.					

QUESTIONNAIRE SHEET

The BIDDER's responses to the following questions/requests will assist the OWNER in evaluating whether the bidder is qualified, responsive and responsible. Incomplete, inadequate or false responses may, at the OWNER'S sole discretion and consistent with Florida law, be cause for Bid rejection. The undersigned, under penalty of perjury, attests to the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business?

54 years

2. What are the last three projects of this nature that you have completed?

Provide the dates that the projects were completed and the name and correct phone number for OWNER's representative for each project. A listing of three such projects is strongly preferred. However, a lesser number may, at the OWNER's sole discretion, be considered sufficiently responsive.

PBC (Lantana) Airport Southside Redevelopment Phase 1 & 2, Lantana, FL / Completed: 03/2020
Palm Beach County Department of Airports / Cynthia M. Portnoy, P.E., Project Manager / PH: 561-471-7411

Seacrest Beautification Phase 1, Delray Beach, FL / Completed: 11/2018
City of Delray Beach / Keith & Schnars, Joe Gomez, PE, Sr. VP of Engineering / PH: 305-477-7667

Dorchester Park Observation Platform & Lighting, Wellington, FL / Completed: 04/2018
Village of Wellington / Patrick Barthelemy, P.E., Senior Engineer / PH: 561-753-2419

3. Have you ever failed to complete work awarded to you; if so, where and why?

No

4. Provide the names, telephone numbers and addresses of corporations or individuals or agencies for which you have performed work in Palm Beach County of a type similar to the work which is the subject of this Bid. A listing of three such projects is preferred.

*See projects listed in response #2. Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406 / Cynthia M. Portnoy, P.E., Project Manager / PH: 561-471-7411

*See projects listed in response #2. City of Delray Beach, 100 N.W. 1st Ave., Delray Beach, FL 33444 / Keith & Schnars, Joe Gomez, PE, Sr. VP of Engineering / PH: 305-477-7667

*See projects listed in response #2. Village of Wellington, 12300 Forest Hill Blvd., Wellington, FL 33414 / Patrick Barthelemy, P.E., Senior Engineer / PH: 561-753-2419

5. Have your employees or agents personally inspected the site of proposed work? Yes

6. Name the on-site project superintendent you will utilize for this job and that person's qualifications including years directly employed by BIDDER.

Please see attached resume for Steve Sasso.

7. State the true, exact, correct and complete name of the partnership, corporation, limited liability company or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

a. The correct name of BIDDER is West Construction, Inc.

b. The business is a Corporation

c. The address or principal place of business is:

820 North 4th Street, Lantana, FL 33462

- d. The names of the corporate officers, or managers, or partners, or individuals doing business under a trade name are as follows:

Matthew F. West

Name

President

Title

Tais Fontoura

Name

Secretary/Treasurer

Title

I hereby attest, under penalty of perjury, the truth and accuracy of the foregoing information.

(Sign here)

Name: Matthew F. West, President

RESUME - SUPERINTENDENT

Steve Sasso

Superintendent

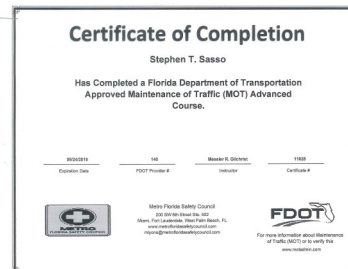
Mr. Sasso will be responsible for managing the day-to-day field work including but not limited to, subcontractor quality and adherence to the plans and specifications, coordinating all inspections as well as preparing daily log reports and two and four week look ahead schedules.

Experience

Total: 36 years
With West: 10 years

Credentials

30 Hour OSHA Certified
M.O.T. Advanced Certificate
OSHA Electrical for Construction



Abbreviated Project Experience:

BRAA Runway 23 Departure EMAS

Boca Raton, FL

\$2 Million

Project Involvement: Superintendent



BRAA Runway 23 Departure EMAS

Coconut Creek Parkway Improvements Phase III - Banks Road to Florida Turnpike Overpass

Coconut Creek, FL

\$2 Million

Project Involvement: Superintendent



C.B. Smith Flume Slide Replacement

Pembroke Pines Civic Center & City Hall Parking Facility

Pembroke Pines, FL

\$7.8 Million

Project Involvement: Superintendent



Public Safety Building Community Room Addition & Site Improvements

Martin County High School Auditorium Remodel

Stuart, FL

\$664K

Project Involvement: Superintendent



Martin County High School Auditorium Remodel

Public Safety Building Community Room Addition & Site Improvements

Sunrise, FL

\$807,796

Project Involvement: Superintendent

Darwin Blvd. Sidewalk Construction Project

Port St. Lucie, FL

\$998,907

Project Involvement: Superintendent

C.B. Smith Flume Slide Replacement

Pembroke Pines, Florida

\$2.5 Million

Project Involvement: Superintendent

Jog Rd & Lake Worth Rd Median Landscape & Irrigation

Greenacres, FL

\$781,299

Project Involvement: Superintendent



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:

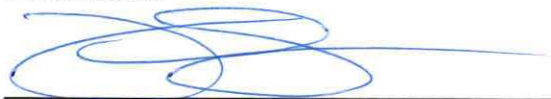
✓ To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

 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:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and title (Print or Type)

09/21/2023

Date

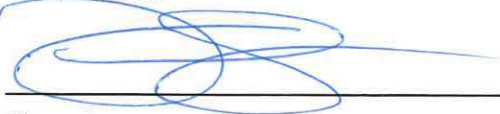
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and Title (Print or Type)

09/21/2023

Date

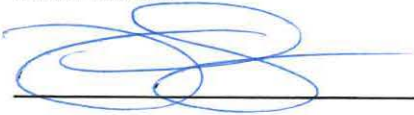
DRUG-FREE WORKPLACE

West Construction, Inc. _____ is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and title (Print or Type)

09/21/2023

Date

NON-COLLUSION AFFIDAVITSTATE OF FLORIDACOUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Matthew F. West, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is President of West Construction, Inc., the Proposer that has submitted a Proposal to perform work for the following:
 RFQ No.: ITB No. 114-2023 Title: Park Avenue & 10th Street Streetscape Improvements - PHASE 1
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Matthew F. West, President

Signature

Subscribed and sworn to (or affirmed) before me this 21st day of September, 2023, by

Matthew F. West, who is personally known to me or who has produced

N/A, as identification.

SEAL



RACQUEL J. BARRETT
 Commission # HH 414820
 Expires June 26, 2027

Notary Signature

Notary Name: Racquel J. BarrettNotary Public (State): FloridaMy Commission No.: HH 414820Expires on: June 26, 2027

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: Matthew F. West, President

Date: 09/21/2023

SCHEDULE OF BID ITEMS

PARK AVENUE & 10TH STREET STREETScape – PHASE 1

ITB # 114-2023

BID AMOUNT EXTENDED COSTS

**** PHASE 1: ****

PHASE 1 starts east of the 7th Street intersection (see plan sheet H1.02) and extends west to just east of the 9th Street intersection; at total of about 2 blocks.

1	INDEMIFICATION	1	L.S.	\$ <u>100.00</u>
2	GENERAL CONDITIONS: Project Management, Mobilization, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials & Soils Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$ <u>52,628.00</u>
3	PERFORMANCE AND PAYMENT BONDS: (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ <u>2,982.00</u>
4	GENERAL CONSTRUCTION ACTIVITIES: Layout of proposed new sidewalk banding. Concrete cutting of existing sidewalks including removal and cleanup in preparation for new paver bands. Pressure cleaning of existing concrete sidewalks, drive aprons and concrete curbs. Additionally, pressure cleaning of existing precast pavers at pedestrian crosswalks and precast paver intersection treatments.	1	L.S.	\$ <u>9,504.00</u>
5	PRECAST PAVER WORK: Furnish and install new precast pavers at proposed sidewalk paver bands as per plans and specifications.	1	L.S.	\$ <u>20,434.00</u>
6	LANDSCAPE & IRRIGATION: Provide landscape and irrigation work as per the plans, specifications and Exhibit B Scope of Work.	1	L.S.	\$ <u>123,948.00</u>
7	CONSTRUCTION CONTINGENCY: (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>15,000.00</u>
8	BUILDING PERMIT: (Town of Lake Park) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>12,000.00</u>

ITEMS 1 THRU 8 SUBTOTAL – PHASE 1: \$ 236,596.00

Numeric Amount

Alternate #1 (PHASE 1): Sealing of Existing Vehicular Area (and crosswalks) Precast Pavers

Provide protective sealer coating to existing vehicular precast concrete pavers areas and pedestrian crosswalk areas.

Sealer shall be applied as per manufacturer's instructions to precast pavers.

Contractor to implement and maintain maintenance of traffic as required for paver sealing operations.

ATLERNATE #1 SUBTOTAL – PHASE 1: \$ 50,470.00
Numeric Amount

PHASE 1 TOTAL BASE BID ITEMS 1 THRU 8 plus Alternate #1:

\$ 287,066.00
Numeric Amount

Written Amount \$ TWO HUNDRED EIGHTY-SEVEN THOUSAND SIXTY-SIX
DOLLARS AND ZERO CENTS

PHASE 1

Submitted By:  Title: Matthew F. West, President
Signature of Firm Representative

Name of Firm: West Construction, Inc.

Firm Address: 820 North 4th Street
Lantana, FL 33462

Date: 09/21/2023 E-mail Address: mwest@westconstructioninc.net

Firm Telephone No.: 561-588-2027

SCHEDULE OF BID ITEMS

PARK AVENUE & 10TH STREET STREETScape – PHASE 2

ITB # 114-2023

BID AMOUNT EXTENDED COSTS

**** PHASE 2:**

PHASE 2 PHASE 2 starts just on the east side of the 9th Street intersection (see plan sheet H1.01) and extends west to the eastern edge of the 10th Street / Park Avenue intersection..

1	INDEMIFICATION	1	L.S.	\$ <u>100.00</u>
2	GENERAL CONDITIONS: Project Management, Mobilization, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials & Soils Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$ <u>35,085.00</u>
3	PERFORMANCE AND PAYMENT BONDS: (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ <u>1,988.00</u>
4	GENERAL CONSTRUCTION ACTIVITIES: Layout of proposed new sidewalk banding. Concrete cutting of existing sidewalks including removal and cleanup in preparation for new paver bands. Pressure cleaning of existing concrete sidewalks, drive aprons and concrete curbs. Additionally, pressure cleaning of existing precast pavers at pedestrian crosswalks and precast paver intersection treatments.	1	L.S.	\$ <u>6,336.00</u>
5	PRECAST PAVER WORK: Furnish and install new precast pavers at proposed sidewalk paver bands as per plans and specifications.	1	L.S.	\$ <u>13,632.00</u>
6	LANDSCAPE & IRRIGATION: Provide landscape and irrigation work as per the plans, specifications and Exhibit B Scope of Work.	1	L.S.	\$ <u>82,632.00</u>
7	CONSTRUCTION CONTINGENCY: (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>7,500.00</u>
8	BUILDING PERMIT: (Town of Lake Park) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>6,000.00</u>

ITEMS 1 THRU 8 SUBTOTAL – PHASE 2:	\$ <u>153,273.00</u>
	<i>Numeric Amount</i>

Alternate #2 (PHASE 2): Sealing of Existing Vehicular Area (and crosswalks) Precast Pavers

Provide protective sealer coating to existing vehicular precast concrete pavers areas and pedestrian crosswalk areas.

Sealer shall be applied as per manufacturer's instructions to precast pavers.

Contractor to implement and maintain maintenance of traffic as required for paver sealing operations.

ATLERNATE #2 SUBTOTAL – PHASE 1: \$ 25,745.00

Numeric Amount

PHASE 2 TOTAL BASE BID ITEMS 1 THRU 8 plus Alternate #2:

\$ 179,018.00

Numeric Amount

Written Amount \$ ONE HUNDRED SEVENTY-NINE THOUSAND EIGHTEEN
DOLLARS AND ZERO CENTS

PHASE 2

Submitted By:  Title: Matthew F. West, President
Signature of Firm Representative

Name of Firm: West Construction, Inc.

Firm Address: 820 North 4th Street
Lantana, FL 33462

Date: 09/21/2023

E-mail Address: mwest@westconstructioninc.net

Firm Telephone No.: 561-588-2027

TOTAL BID: PHASE 1 plus Alternate #1 + PHASE 2 plus Alternate #2:

\$ 466,084.00

Numeric Amount

Written Amount \$ FOUR HUNDRED SIXTY-SIX THOUSAND EIGHTY-FOUR
DOLLARS AND ZERO CENTS

BOND NO. N/A**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, we, West Construction, Inc. a Florida corporation with a principal business address of 820 N. 4th Street, Lantana, FL 33462, as Principal, and Berkley Insurance Company, a Delaware corporation with a principal business address of 475 Steamboat Road, Greenwich, CT 06830

, as Surety, are bound to **Town of Lake Park**, as Obligee, whose address is 535 Park Avenue, Lake Park, Florida, 33403, in the sum of \$ Five (5%) Percent of Amount Bid, payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

WHEREAS, the Principal is herewith submitting its bid for INVITATION TO BID (ITB) 114-2023

PARK AVENUE / 10TH STREET STREETScape IMPROVEMENTS – PHASE 1

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract with the Obligee in accordance with the terms and conditions of the bid and Contract Documents and shall give a good and sufficient Public Construction Bond and proper evidence of insurance to secure the performance of the contract, or in the event of the failure of the Principal to enter into such contract and give such bond and evidence of insurance, the Principal and Surety shall pay to the Obligee the damages which the Obligee may suffer by reason of such failure, including but not limited to, (1) the difference between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, whether by accepting a different bid or by rebidding the Work and accepting a bid from the rebid process, or (2) the administrative, legal, accounting and independent consultant expenses incurred by the Obligee in the bid process, in the event that the Obligee in good faith elects not to contract with another party to perform the Work, all of which damages shall not exceed the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed and sealed this 12th day of September, 2020. 23

PRINCIPAL:

West Construction, Inc.

By: 

Signature

Matthew F. West

Name

President

SURETY:

Berkley Insurance Company

By: 

Signature

Warren M. Alter, Attorney-in-Fact

Name Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Warren M. Alter; David T. Satine; Dawn Auspitz; or Jonathan Bursevich of Alter Surety Group, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of January, 2022.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of January, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. 12th day of September, 2023



Vincent P. Forte

PLEASE VERIFY THE AUTHENTICITY OF THE INSTRUMENT ATTACHED TO THIS
POWER BY:

Toll-Free Telephone: (866) 768-3534; or Electronic Mail:

BSGInquiry@berkleysurety.com

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

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

OR

Email: BSGClaim@berkleysurety.com

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

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that
underwrites surety business on behalf of Berkley Insurance Company and Berkley
Regional Insurance Company

Contractor Licenses

Insert copy of current licenses

Contractors Certificate of Insurance

Insert copy of Certificate of Insurance document

Contractor W-9 Form

Insert copy of W-9 form



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 2.



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

WEST, MATTHEW FIELDEN

WEST CONSTRUCTION INC
820 N 4TH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CGC1516626

EXPIRATION DATE: AUGUST 31, 2024

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

State of Florida

Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.


The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 21, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of January,
2023*




Secretary of State

Tracking Number: 0978757153CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

LOCAL BUSINESS TAX RECEIPTS



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

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

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B23.702871 08/29/2023	\$369.60	B40114059

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



WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA FL 33462

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200911377
EXPIRES: 09/30/2024

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



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

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

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B23.702870 08/29/2023	\$27.50	B40114060

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



WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA FL 33462-1710

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200911376
EXPIRES: 09/30/2024

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

LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA

Item 2.

RECEIPT NUMBER: 17-200303838

EFFECTIVE DATE:

08/08/2017

EXPIRATION DATE:

09/30/2024

WEST CONSTRUCTION INC.
820 N 4TH ST
LANTANA, FL 33462

BUSINESS LOCATION:

820 N 4TH ST

LANTANA, FL 33462

NAME OF BUSINESS

WEST CONSTRUCTION INC.

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)
01/01/2024
Item 2.

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 JDA Insurance 120 N. Federal Hwy., #301 Lake Worth FL 33460		CONTACT NAME: Danielle Marcinek PHONE (A/C, No, Ext): (561) 296-0373 FAX (A/C, No): (561) 828-0997 E-MAIL ADDRESS: Danielle@thejdagroup.com	
INSURED West Construction, Inc. 820 N 4th St Lantana FL 33462		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee & Liability Ins., Co. INSURER C: Great American Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 26247 16691	

COVERAGES **CERTIFICATE NUMBER:** CL231303255 **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO0398473-06	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	Y	Y	BAP0398474-06	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC0398476-06	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
C	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 <input type="checkbox"/> N / A	N/A		SAA E614294 02 00	09/11/2022	09/11/2023	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
C	Crime Protection			SAA E614294 02 00	09/11/2022	09/11/2023	Employee Dishonesty \$1,000,000

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

[Job #: Job Type: **FOR BIDDING PURPOSES ONLY**]

The certificate holder shall be named additional insured, including products and completed operations, for general liability [per form UGL1175FCW] and automobile liability, when required by written contract. General Liability and Auto Liability are primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability and automobile liability when required by written contract. Umbrella extends over general liability, auto liability and employer's liability - following form. Should any of the above described policies be cancelled, notice will be delivered in accordance with the delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance - For Bidding Purposes Only
Do Not Alter or Duplicate

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

Anthony S. S. S.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M / Item 2.

12/29/2022

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

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

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Dianne Klaus PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No): E-MAIL ADDRESS: Dianne.Klaus@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Builders Mutual Insurance Company	10844
INSURED West Construction Inc 820 N 4th ST Lantana, FL 33462	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	N / A	X WCP106968803	1/1/2023	1/1/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of Subrogation with respect to Workers' Compensation per form #WC000313.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance - For Bidding Purposes Only

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WEST CONSTRUCTION, INC.

2 Business name/disregarded entity name, if different from above
SAME AS ABOVE

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
820 NORTH 4TH STREET

6 City, state, and ZIP code
WEST PALM BEACH, FL 33462

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

5	9	-	1	8	0	9	0	6	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not** required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 09/21/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

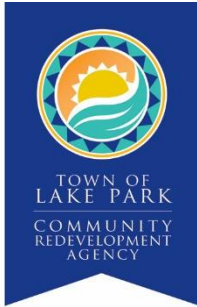
Equipment List

Equipment at Book Value\$ 3,002,167.00.

Note > The list below includes only the major items of equipment. There are other small non major items included in the 12/31/22 total equipment book value amount listed above which agrees to the amount represented as equipment book value on the 12/31/22 balance sheet .

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
1	1	2011 White Ford Ranger - Like property for Ex	2011	\$ 16,290.79	\$ -
2	1	2011 Blue Ford Ranger - Like property for Exc	2011	\$ 14,721.02	\$ -
3	1	LBR #18 - 2014 Ford Ranger Silver	2014	\$ 37,780.00	\$ -
4	1	LBR #19 - 2014 Ford Ranger White	2014	\$ 37,780.00	\$ -
5	1	2001 Ford Truck - Diesel	2001	\$ 9,468.48	\$ -
6	1	2013 Ford F-150 (DEW)	2013	\$ 25,672.54	\$ -
7	1	2004 Buick Vin-2583	2004	\$ 4,150.00	\$ -
8	1	2004 Ford F-550 EX	2004	\$ 8,099.65	\$ -
9	1	2000 Ford F-550 XL	2000	\$ 8,130.65	\$ -
10	1	2008 Ford F-450 Truck	2008	\$ 10,252.15	\$ -
11	1	2006 Ford F-350	2006	\$ 11,180.00	\$ -
12	1	Truck - Off Lease Only		\$ 24,652.11	\$ -
13	1	Engine for Ford F-450		\$ 12,095.10	\$ -
14	1	2014 Ford F-150 #6213	2014	\$ 29,387.92	\$ -
15	1	2017 Ford Super Duty - White	2017	\$ 35,376.72	\$ -
16	1	2017 Ford Super Duty - White	2017	\$ 39,675.02	\$ -
17	1	2000 Sterling Dump Truck	2000	\$ 31,892.80	\$ -
18	1	2011 Int Dump Truck Maxx Force	2011	\$ 23,764.55	\$ 1,536.92
19	1	2005 Ford F-750 XL Crew Cab	2005	\$ 13,191.00	\$ 3,077.90
20	1	2009 Chevrolet 2500HD	2009	\$ 10,474.12	\$ -
21		2014 Jeep Compass	2014	\$ 12,104.25	\$ -
22	1	2016 Mercedes Benz CLA	2016	\$ 23,053.62	\$ 1,536.92
23	1	2017 F150 GRY1FTEWETHDKD10867	2017	\$ 32,479.47	\$ 2,706.64
24	1	2004 F350 TRK-1FDWW37S94EC86811	2004	\$ 16,329.10	\$ 8,164.55
25	1	2008 F250 TRK 1FTSW21R68EA49069	2008	\$ 22,376.12	\$ 2,983.50
26	1	2011 Kenworth 8600 Tractor	2011	\$ 21,567.64	\$ 6,829.75
27	1	2017 Chevy Equinox LT	2017	\$ 13,490.00	\$ 11,916.17
28	1	2022 Ford F-250 (West ID PK 27)	2022	\$ 61,804.40	\$ 58,714.18
29	1	2021 Ford F-250 (West ID Pk 26)	2021	\$ 74,310.20	\$ 70,594.69
30	1	KUBOTA TRACTOR/BXBLADE		\$ 20,055.00	\$ -
31	1	KUBOTA KUEL TRACTOR		\$ 19,935.43	\$ -
32	1	Lark Enclosed Trailer		\$ 2,890.18	\$ -
33	1	TRACTOR L5240		\$ 23,026.50	\$ -
34	1	Takeuchi TL 140R - Like property for Exchange		\$ 34,093.39	\$ -
35	1	Con #1 - 20' Container		\$ 1,886.12	\$ -
36	1	Con #2 - 20' Container		\$ 1,783.88	\$ -
37	1	Kubota KX41-3VR1		\$ 19,858.34	\$ -
38	1	Con #3 - 20' Container		\$ 1,753.24	\$ -
39	1	Con #4 - 20' Container		\$ 1,716.14	\$ -
40	1	Con #5 - 20' Container		\$ 1,787.16	\$ -
41	1	Chas #1 - Chassi for Container		\$ 3,075.00	\$ -
42	1	Chas #2 - Chassi for Container		\$ 3,075.00	\$ -
43	1	CONTAINER #6		\$ 1,786.10	\$ -
44	1	CONTAINER #7		\$ 2,304.44	\$ -
45	1	CONTAINER #8		\$ 2,236.85	\$ -
46	1	CONTAINER #9		\$ 2,236.85	\$ -
47	1	EQUIP TRAILER - 7' X 20'		\$ 3,749.28	\$ -
48	1	KENT CONCRETE BREAKER		\$ 3,853.10	\$ -
49	1	CON #10 - CONTAINER #10		\$ 2,342.60	\$ -
50	1	BOBCAT MOUNT AUGER		\$ 1,515.80	\$ -
51	1	JLG 600S 03 60' BOOMLIFT		\$ 31,758.00	\$ -
52	1	CHAS #3 - 40' Chassi for Container		\$ 4,391.40	\$ -
53	1	Tiller Rotor Attachment		\$ 1,703.99	\$ -
54	1	2005 JLG 21ft Scissor Lift		\$ 4,128.70	\$ -
55	1	53' Container Chassi		\$ 2,500.00	\$ -
56	1	2014 Big Tex - Trailer		\$ 6,617.43	\$ -
57	1	Bobcat S175		\$ 28,109.70	\$ -
58	1	2014 Equipment Trailer 7x20		\$ 3,860.56	\$ -
59	1	Kubota Wheel Loader w/Canopy-SN 21684		\$ 55,633.65	\$ -
60	1	Case 1085C Rubber Tired Hydraulic Excavator		\$ 11,660.00	\$ -
61	1	2001 John Deere Wheel Loader	2001	\$ 54,219.00	\$ -

62	1	2008 Mertz Stand-up Trencher	2008	\$	3,031.60	\$	-
63	1	2013 Bobcat 324 Excavator SN-2632	2013	\$	22,000.00	\$	-
64	1	2011 Terex PT50 Loader	2011	\$	21,785.00	\$	-
65	1	2011 Terex PT50 Loader	2011	\$	18,524.75	\$	-
66	1	2011 JCB 8014 Mini Excavator	2011	\$	7,657.25	\$	-
67	1	2015 Econoline Equipment Trailer	2015	\$	7,447.27	\$	-
68	1	2002 Gradall X3100	2002	\$	33,149.38	\$	-
69	1	2003 Gradall X3100	2003	\$	33,149.38	\$	-
70	1	2006 Bomag Roller	2006	\$	6,543.38	\$	-
71	1	Bobcat Compact Track Loader		\$	25,061.58	\$	-
72	1	2013 John Deere XUV 550 S4	2013	\$	6,027.12	\$	-
73	1	2006 Case Wheel Loader	2003	\$	22,951.50	\$	-
74	1	2006 Volvo Compact Wheel Loader	2006	\$	20,009.00	\$	-
75	1	2007 Genie GTH644 6000LB	2007	\$	26,675.37	\$	-
76	1	2011 Takeuchi TL230	2011	\$	21,785.00	\$	-
77	1	2007 Takeuchi TL130 2 SPD	2007	\$	16,351.25	\$	-
78	1	John Deere 329D Multi-Terrain Loader		\$	19,068.12	\$	-
79	1	2012 Volvo BL60B Loader Backhoe	2012	\$	29,392.25	\$	-
80	1	2010 Terex TL 100 Wheel Loader	2010	\$	29,935.62	\$	-
81	1	1999 Kubota R520 Wheel Loader	1999	\$	17,438.00	\$	-
82	1	2007 Putzmeister TK30 4in	2007	\$	17,438.00	\$	-
83	1	2013 Forklift 5000lb - Heli	2013	\$	13,724.00	\$	-
84	1	Volvo 66" Single Drum Roller		\$	44,520.00	\$	-
85	1	Cat D5K2-KY203669 New 2/2/18		\$	206,811.32	\$	11,912.33
86	1	Rotoscreen R450 S/N 97204		\$	47,500.00	\$	3,166.67
87	1	Scissor Lift Elec 19'		\$	14,092.00	\$	939.47
88	1	2011 Water Truck - Ford 200 Gal	2011	\$	42,450.00	\$	6,367.50
89	1	Bobcat Compact Excavator E35i		\$	36,995.53	\$	6,165.91
90	1	Bobcat Track Loader T650 T4		\$	56,505.11	\$	9,417.53
91	1	T650 T4 Bobcat Track Loader		\$	56,505.11	\$	9,417.53
92	1	Bobcat 73" Vibratory Roller		\$	10,994.25	\$	1,832.37
93	1	MI 86" Angle Broom (Bocat)		\$	4,333.50	\$	866.70
94	1	Sitech South Survey Equipment	2019	\$	29,717.28	\$	8,915.17
95	1	John Deere 800 E-CUT Hybrid Fairway Reelmower	2015	\$	8,400.00	\$	1,820.00
96	1	JLG 600AJ SELF PROPELLED TELESCOPE	2007	\$	15,301.00	\$	3,825.25
97	1	CASE 850K SERIES 3LGP CRAWLER TRACTOR	2007	\$	41,195.00	\$	10,298.75
98	1	CATERPILLAR 302 5C MINI HYDRAULIC EXCAVATOR	2006	\$	17,066.50	\$	4,266.62
99	1	KABUTA M4700 UTILITY TRACTOR	2006	\$	4,649.15	\$	1,162.29
100	1	SWEEPER SIDE ON 8' WINDROW	2013	\$	15,950.00	\$	4,253.27
101	1	FREIGHTLINER SEMI-TRACTOR	2001	\$	45,000.00	\$	15,000.00
102	1	2019 John Deere 444 K Loader	2020	\$	124,658.10	\$	60,251.41
103	1	2019 Cat 325 F Excavator	2020	\$	231,673.08	\$	119,697.75
104	1	2020 Big Tex Trailer	2020	\$	8,793.44	\$	4,543.27
105	1	2020 Mack Dump Truck 64BR	2020	\$	211,412.16	\$	112,753.16
106	1	2013 Sky Trak Reach Lift 6000	2020	\$	36,378.66	\$	21,827.20
107	1	1985 Pettibone Telehandler	1985	\$	13,500.00	\$	9,450.00
108	1	2020 Kubota R540R41	2020	\$	65,545.41	\$	46,974.21
109	1	Whiteman WBH-21 Poly Tub Buggy		\$	11,040.00	\$	8,096.00
110	1	2017 Kubota R630 Loader	2017	\$	35,000.00	\$	28,000.00
111	1	2017 Trailer for Kubota	2017	\$	5,000.00	\$	4,000.00
112	1	IV2 Tablet SewerCamera		\$	9,097.74	\$	6,520.04
113	1	2022 Trimble SX 12 Scanning Station	2022	\$	71,949.49	\$	70,750.33
114	1	2019 Hitachi 26U Mini Excavator	2019	\$	27,000.00	\$	21,600.00
115	1	1999 JLG 80' Boom Lift	1999	\$	26,750.00	\$	23,183.33
116	1	2011 International Vac Truck	2011	\$	114,106.00	\$	98,891.87
117	1	2016 RT 20 Ditch Winch Trencher	2016	\$	10,700.00	\$	9,451.67



Town of Lake Park Community Redevelopment Agency

Agenda Request Form

Meeting Date: October 4, 2023

Originating Department: Public Works

Agenda Title: Resolution of the Board of Commissioners of the Town of Lake Park Community Redevelopment Agency Authorizing and Directing its Chairman to Execute an Agreement with Brandano Displays, Inc., to Provide Downtown District Holiday Display Services.

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: 2023.09.29 12:09:38 -04'00' **Date:** _____

Cost of Item: FY 2024-2027
\$127,357.00

Funding Source: CRA Contractual Services

Account Number: 110-55-552-520-34000

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: 2023.09.28 16:48:19 -04'00'

Advertised:

Date: August 20, 2023 **Newspaper:** The Palm Beach Post

Attachments:

1. Agenda Request Form
2. Resolution
3. Agreement between Town of Lake Park CRA and Brandano Displays, Inc.
4. Brandano Displays, Inc., bid submittal to Request for Proposal (RFP) No. 116-2023

Please initial one:

 X Yes, I have notified everyone

 Not applicable in this case

Summary Explanation/Background:

The Board of Commissioners of the Town of Lake Park Community Redevelopment Agency (CRA) is committed to creating an outstanding and welcoming atmosphere in its Downtown District. Additionally, the CRA recognizes the need to implement initiatives that would boost business activity and attract visitors to its Downtown District.

This strategy is consistent with Lake Park's Redevelopment Goal No. 1-1.F. of the CRA's Master Plan, which permits the Agency to "*Create signature events that encourage residents and visitors to shop, live, work and play in Lake Park.*"

It is with that understanding, that the CRA Executive Director earlier engaged Agency staff to prepare and publish a Request for Proposal (RFP 116-2023) seeking contractors to provide additional holiday lighting and decorating services on the 700, 800, and 900 blocks of Park Avenue.

Accordingly, RFP 116-2023 was advertised on August 20, 2023, for a period of 31 days.

The RFP included a four-year term for an array of related services, specifically: Designing, renting, installing, servicing while installed, dismantling, and storing additional holiday lighting and displays (the "Services").

On September 21, 2023, Agency staff received one (1) fully responsive submittal from Brandano Displays, Inc (the "Contractor"). The Contractor's cost for providing the annual Services from 2024 through 2027 is **\$509,428.00**, with an annual cost of **\$127,357.00**.

In summary, the Services include installation of twenty-four (24) large holiday scenes and lighting of small, medium, and large trees in the project area. Additional information regarding the display is listed in ***Attachment 4***.

The contractor is prepared to perform the services specified in the RFP, which, will facilitate an on-schedule start for holiday celebrations in the Town.

Finally, the CRA Executive Director recommends approval.

Recommended Motion:

I move to adopt CRA Resolution No._____.

RESOLUTION 78-10-23**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING ITS CHAIRMAN TO EXECUTE AN AGREEMENT WITH BRANDANO DISPLAYS, INC., TO PROVIDE DOWNTOWN DISTRICT HOLIDAY DISPLAY SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park; and

WHEREAS, the CRA has such powers and authority as are set forth in Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA's area encompasses Park Avenue, the Town of Lake Park's historic main street and its neighborhood-serving retail, food and beverage establishments, and industrial uses; and

WHEREAS, the CRA is authorized to enter into contracts with vendors for the provision of goods and/or services that are consistent with and further the CRA's Master Plan; and

WHEREAS, Lake Park Redevelopment Goal No. 1-1.F. of the CRA's Master Plan permits the CRA to expend funds to provide holiday display services; and

WHEREAS, the CRA solicited via Request for Proposal No. 116-2023 (the RFP) for qualified firms to provide services associated with the display of holiday decorations in the Park Avenue Downtown District (the Services); and

WHEREAS, Brandano, Displays Inc., (hereinafter the Contractor), represented in its bid that it is qualified, able, and willing to provide the CRA with the Services; and

WHEREAS, the Contractor's bid was determined by the CRA staff to be a responsive and responsible bid to the requirements in the RFP; and

WHEREAS, the Contractor and CRA desire to enter into an agreement for the provision of the Services, as specified in RFP; and

WHEREAS, the CRA's Executive Director has recommended to its Board of Commissioners that the CRA enter into an agreement with the Contractor, for the Services

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 CRA Board of Commissioners hereby authorizes and directs the Chairman of the CRA to execute a contract with Brandano, Displays Inc., for the provision of the Services, a copy of which 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 DOWNTOWN DISTRICT
HOLIDAY DISPLAY SERVICES.**

THIS AGREEMENT FOR THE PROVISION OF DOWNTOWN DISTRICT HOLIDAY DISPLAY SERVICES (AGREEMENT) is made and entered into this _____ day of _____, 2023, by and between the Town of Lake Park Community Redevelopment Agency, a dependent special district of the Town of Lake Park, 535 Park Avenue, Lake Park, Florida, 33403 (“CRA”) and Brandano Display’s, Inc., 1473 Banks Road, Margate, FL 33063 (“Contractor”).

WITNESSETH THAT:

WHEREAS, the Town of Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town); and

WHEREAS, the CRA has such powers and authority as are set forth in Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA’s area encompasses Park Avenue, the Town of Lake Park’s historic main street and its businesses which provide predominately neighborhood-serving retail, food, and beverage establishments and some light-industrial uses; and

WHEREAS, the CRA is authorized to enter into contracts for the provision of goods and/or services; and

WHEREAS, the CRA solicited via Request for Proposal No. 116-2023 (the RFP) for qualified firms to provide services associated with the display of holiday decorations within the historic downtown area of Park Avenue (the Services); and

WHEREAS, Brandano Display’s, Inc. (hereinafter “the Contractor”), in its bid represented that it is qualified, able, and willing to provide the CRA with the Services; and

WHEREAS, the Contractor’s bid was determined by the CRA staff to be responsive and responsible to all requirements in the RFP; and

WHEREAS, the Contractor and CRA desire to enter into the Agreement whereby the Contractor is to provide the Services, as specified in the RFP; and

WHEREAS, the CRA’s Executive Director recommends to the CRA that it should enter into the Agreement with the Contractor, for the Services.

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. TERM

This Agreement shall begin as of the date of execution and continue for four years unless otherwise terminated as provided herein.

The CRA shall have the option of extending the Agreement for two additional one-year periods at the pricing, terms, and conditions agreed upon herein. Such extension shall be in the form of a written amendment to the Agreement executed by both parties.

3. COST OF SERVICES

The cost for the provision of the services during the term is \$509,428. The CRA acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on Consumer Price Indices mutually agreed upon. The value of the adjustment will be determined by the CRA.

4. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation.

5. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the CRA or a Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

6. SUBCONTRACTING

The Contractor shall not subcontract any portion of the work required by this Agreement without the prior written consent of the CRA. Subcontracting without the prior consent of the CRA shall constitute a material breach of the Agreement and may result in the termination of the Agreement.

7. ASSIGNMENT

The Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this Agreement, including any rights, title, or interest therein, or its power to execute this Agreement 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 for default.

8. CONTRACTOR'S RESPONSIBILITIES AS EMPLOYER

The employee(s) of the Contractor shall be considered to be at all times the employees of the Contractor, and not an employee or agent of the CRA. The Contractor shall provide physically competent employees capable of performing the work as required. The CRA may require the Contractor to remove any employee the CRA deems unacceptable. All employees of the Contractor shall wear proper identification.

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

9. INDEMNIFICATION and INSURANCE

The Contractor shall indemnify and hold harmless the CRA and its appointed officers, employees, consultants, or agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature against the CRA 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 pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CRA 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 the responsibility to indemnify, keep and save harmless, and defend the CRA or its appointed officers, employees, consultants, or agents as herein provided.

The Contractor shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the CRA's Risk Coordinator or designee.

The required insurance coverage is to be 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 provides 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 or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

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

The Contractor shall provide insurance coverage as follows:

- 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 mutual consent, in writing, through the issuance of a modification to the Agreement.

11. TERMINATION FOR CONVENIENCE

The CRA, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not do anything to incur any additional costs under the Agreement. The CRA shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

12. CONTRACTOR'S TERMINATION FOR DEFAULT

Contractor may terminate this Agreement for the CRA's failure to perform in accordance with the terms and conditions stated herein by providing 120 days advance written notice of the CRA'S failure to perform or default of the Agreement. The notice shall specify the nature of the default, and specify a reasonable time period within which the default may be cured. The failure to timely cure any default shall serve to automatically terminate the Agreement.

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 Contractor shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The Contractor shall retain all records pertaining to this contract, and upon request, make them available to the CRA for three (3) years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards.

14. OFFICE OF THE INSPECTOR GENERAL

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

15. BINDING EFFECT

All of 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, successors, and permitted assigns.

16. 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.

17. GOVERNING LAW AND VENUE

Any Agreement arising from this solicitation and all transactions contemplated by 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. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

18. 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.

19. 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 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 agrees it 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 payment of subcontractors, suppliers, and vendors in connection with this Agreement.

20. 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 contract.

21. 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 Town of Lake Park or 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 term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the CRA upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet 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/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

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

ATTEST:

TOWN OF LAKE PARK


By: _____
Vivian Mendez, CRA Clerk

By: _____
Roger Michaud, CRA Chairman

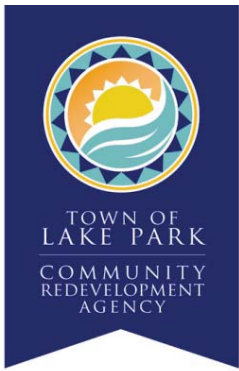
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, CRA Attorney

BRANDANO DISPLAYS, INC.

By: 
Its: Vice President
Patrick J. Brandano

Printed Name



September 21, 2023

NOTICE OF INTENT TO AWARD

RFP 116-2023 - Downtown District Holiday Display Services

To All Interested Parties,

Thank you for submitting your response to RFP 116-2023, Downtown District Holiday Display Services, dated September 21, 2023. The Town of Lake Park Community Redevelopment Agency received one (1) submittal of a fully responsive and responsible bid.

The following bidder was found to have submitted a **fully responsive bid**:

1. Brandano Displays, Inc.

Accordingly, we announce our intent to award a contract to:

Brandano Displays, Inc.

1473 Banks Road
Margate, FL 33063

Contract award will be made during the next Community Redevelopment Agency (CRA) meeting. We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

Dwayne Bell Sr

Digitally signed by Dwayne Bell Sr
DN: cn=Dwayne Bell Sr, o=Town of Lake
Park, email=dbell@lakeparkflorida.gov,
c=US
Date: 2023.09.21 16:43:29 -04'00'

Dwayne Bell, Sr.
Public Works Operations Manager

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 September 6, 2023

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

Firms Name: Brandano Displays, Inc.

Signature: _____

NameSandStitleS(PrintSorS

Type): Patrick J. Brandano

Date: 9/20/2023



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

PROJECT:
Downtown District Holiday Display
RFP No. 116-2023

ADDENDUM No. 1:

September 6, 2023

Submitted questions:

1. The RFP references submitting questions via DemandStar, but I was unable to find a question submission option within the listing on the portal.
2. On page 29 of the RFP "The following display scenes are required" – is the Town of Lake park only interested in the exact displays listed out or are they open to different displays similar in nature?

Responses to questions: The advertisement and RFP documents are amended as:

Response to Question 1

All bidders are advised to closely examine the Solicitation package and to become familiar with the scope of services in this solicitation. Any questions for clarification or regarding the completeness or substance of the solicitation package or specifications must be submitted digitally to townclerk@lakeparkflorida.gov by September 11, 2023, at 2:00 PM EDT.

Response to Question 2

The Town of Lake Park CRA is open to closely similar displays at our determination.

Proposers must acknowledge receipt of 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

Date: _____

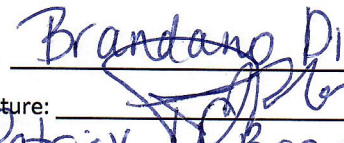
Vivian Mendez,

Signed By: **MMC**

Vivian Mendez, CMC
Town Clerk

Digitally signed by Vivian Mendez, MMC
DN: cn=Vivian Mendez, MMC, o=Town of Lake
Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov, c=US
Date: 2023.09.06 14:24:26 -04'00'

Bidder Acknowledgement of Receipt of Addendum No. 1:

Company Name: Brandano Displays Inc.
Authorized Signature: 
Print Name: Patrick U. Brandano
Title: Vice President
Date: 9/20/2022

End of Addendum No. 1

PROPOSAL SUBMITTAL

Lake Park Community Redevelopment Agency (CRA)
Downtown District Holiday Display
RFP No. 116-2023

Instructions: Include this form, along with all other forms identified below in your response to this RFP.

In accordance with the plans, specifications, scope of services, and/or scope of work included in this Proposal document, the **Four Year Total Cost** for this project is:

Three hundred Sixty One thousand twenty dollars (\$ 361,020.00)

The optional tree lighting **Four Year Total Cost** for this project is: \$ 148,408.00

Required documents attached?

(Checklist)

PART 1

- Acknowledgement of Addenda
- Proposal Submittal Page (signed)
- Proposal Cost Sheet (Exhibit C)
- Conflict of Interest Disclosure Form
- Notification of Public Entity Crimes Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Truth-in-Negotiation Certificate
- List of References
- Anti-Kickback Affidavit
- List of Subcontractors, if applicable

X

X

X

X

X

X

X

X

X

X

X

PART 2

- Certificate of Insurance (per specification)
- Statement of prior or pending litigation

X

X

PART 3

- Copies of all licenses, certifications, business tax receipts

X

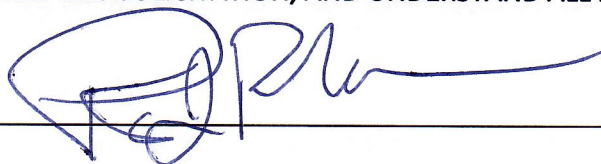
PART 4 (OPTIONAL)

- Clarifications or Exceptions

X

Statement by Proposer: "I HAVE REVIEWED ALL PLANS, MANUALS, SPECIFICATIONS, AND ALL OTHER INFORMATION CONTAINED WITHIN THIS SOLICITATION, AND UNDERSTAND ALL REQUIREMENTS"

AUTHORIZED SIGNATURE: _____



NAME & TITLE (TYPED or PRINTED): Patrick J. Brandano

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Brandano Displays, Inc.

Street Address:

1473 Banks Road, Margate FL 33063

Mailing Address (if different from Street Address):

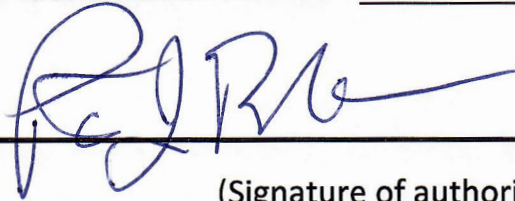
Telephone Number(s): 954-956-7266

Fax Number (s): 954-956-7256

Email Address: patbrandano@brandano.com

Federal Employer Identification Number: 16-1366604

Signature:



(Signature of authorized agent)

Print Name: Patrick J. Brandano

Title: Vice President

Date: 09/20/2023

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

PLEASE ENTER DATA ONLY IN COLUMNS D THROUGH H. DO NOT MAKE ANY FORMATTING CHANGES TO THIS SPREADSHEET.							
RFP 116-2023		DOWNTOWN DISTRICT HOLIDAY DISPLAY				PROPOSAL COST SHEET	
Scene Area	Title	Description	2023 Annual Cost	2024 Annual Cost	2025 Annual Cost	2026 Annual Cost	Four Year Cost Total
1	Up North Deer Scene	This scene features three metal sculpture deer. One deer is looking up (7'H x 5'W), one deer is looking down (5'H x 7'W), and one is a baby deer (4'H x 4'W). This scene has a display width of 24'.	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 3,600.00
2	Snowman Social Media Arch, Animated	This Design features a winter themed Arch flanked by an 8' Tall snowman. A 4' Snowflake sits at the peak. Total height is 12' and the width is 15', all lighting is LED miniature lights. "Greeting" will set atop the arch. Animation will feature the snowman waving.	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00
3	Santa Double Checking His List	This large display features Santa double checking his list for all the good little boys and girls. This display is fully illuminated and has a dimension of 10' H x 6 1/2' W.	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 3,600.00
4	Cat in a Stocking with Candy Canes Scene, Animated	This scene features a cat peering out the top of a stocking with two candy canes on either side. This scene is fully illuminated and has a height of 8'. Animation will feature Kitten waving.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00
5	Holiday Penguin Scene, animated	This scene features a metal sculpture Penguin family all dressed up for the Holidays. The daddy Penguin (6'6"H x 4'6"W) is wearing a hat, the mommy Penguin (6'H x 3'6" W) is wearing an apron, and the baby Penguin (5'H x 2'9"W) is carrying a wrapped package. The unit is fully illuminated. animation will feature the middle penguin lifting the package and giving it to his dad.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
6	"Jwaye Nowel" Greeting Scene	This traditional Haitian Christmas greeting will be presented as a stack design with the text in beautiful script. Complementing the display will be a 3' Lighted burst on each side. Bursts will feature warm white lights with 20% strobes.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
7	1920's Truck with man and Boy loading Christmas tree, Animated	1920's Truck with man and Boy loading Christmas tree and Santa driving. Delivery style truck 7' Tall x 17' Wide, Animation will feature Santa Waving.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00
8	Ornate Kinara	Lighted Ornate Kinara Sculpture will be 6' tall and 6' wide, glitter filled for daytime effect.	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 5,400.00
9	Candy Cane Forest (6,8,8) and Bursts	This scene features three self-standing candy canes. The units vary in height (6', 8', & 8'). The sculptures glitter filled for daytime effect.	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 3,200.00
10	Happy Kwanza	This large-scale scene features the greeting "Happy Kwanza" displayed in script lettering and illuminated with LED yellow lights. The display measures 6'H x 10'W.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
11	HO HO HO! Animated	This display is 7' Tall and 4'6" wide, all colorfully filled with C-7 LED lights, 3 channels random Sequence.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
12	Reindeer Tow Truck, animated	This display features a reindeer in a tow truck towing Santa's sleigh so he able to finish his deliveries. The display has a height of 8 1/2' and a width of 25 1/2'. Animation features the Deer and Santa Waving.	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 7,600.00
13	North Pole 18' with Sign	North Pole 18' with Sign	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 5,600.00
14	Elf Carrying Candy Cane on his back, Animated	Elf Carrying Candy Cane on his back, 8' Tall animation features the elf Waving.	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 3,600.00

15	Ornate Menorah and Dreidel	Lighted Ornate Menorah and Dreidel Sculpture will be 6' tall and 6' wide, glitter filled for daytime effect.	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 7,700.00
16	Victorian Ice Skating Scene	This Scene features three Ice skaters skating at Central Park in the early 1900s. Characters include a Ballerina, a Beautiful girl and a Gentleman. The total scene width is 40' and the height is 9'.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00
17	Puppy in Package Sculpture, Animated	This display features a metal sculpture puppy peering out of a partially unwrapped package. The display is illuminated with multicolored lights and has a width of 12' and a height of 10'6". Animation will feature puppy waving.	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 3,600.00
18	Santa Cruising on His Harley, animated	This metal sculpture features Santa Cruising down the road on a Low Boy Harley Motorcycle as the wind passes through his beard. This display has a height of 6 1/2' and a width of 13'. Animation features Santa's hat and Beard moving in the wind.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
19	Happy Hanukkah	This large-scale scene features the greeting "Happy Hanukkah" displayed in script lettering and illuminated with LED yellow lights, 6'H x 10'W.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
20	Deer with Candy Canes Scene	This scene features a 7' deer looking up and two candy canes. This scene is 7' high and fully illuminated.	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 3,600.00
21	Feliz Navidad, Script	This large-scale scene features the greeting "Feliz Navidad" displayed in script lettering and illuminated with LED yellow lights. The display measures 6'H x 10'W.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
22	Baseball Player Sculpture (Animated)	This sculpture features a snowboy wearing a baseball cap and leaning on a baseball bat. The animation in this display shows the snowboy tossing the baseball in the air and then catching it. This display measures 9'6" high x 7'6" wide.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
23	Happy Holidays from Lake Park CRA	This greeting is 10' Tall and 16' wide., also 3 lighted bursts - 3' diameter at random heights.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00
24	Santa, Sleigh and Deer Scene	This major scene features Santa in a sleigh (8'6"H x 8'6"W) being pulled by three deer (8'H x 5'W) plus a leaping Rudolph (7'6"H x 6'W). The metal sculpture units are painted white and illuminated with clear bulbs. The display width of this scene is 75'.	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 8,800.00
Scene Decorations Totals:			\$ 35,575.00	\$ 35,575.00	\$ 35,575.00	\$ 35,575.00	\$ 142,300.00

Item	Lighting	Description	2023 Annual Cost	2024 Annual Cost	2025 Annual Cost	2026 Annual Cost	Four Year Cost Total
1	Entrance Tower	The Tower will be outlined in pure white c-7 lights spaced 6" apart. Complementing Green garland trim will drape along rooflines at both levels and be lighted with traditional multicolored miniature lights (WW, Red, Blue, and Green). Enhancing the daytime effect, 16" Red 4 loop bows will be attached to the garland.	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 9,400.00
Tree Lighting		Light 159 trees, this will include all the palm trees and 36 smaller oak trees. Offer as an option to light the 47 Larger Oak Trees.					
2	Royal Palm Trees 11 Royal Palm Trees, most are in the medians at intersections.	Four (4) at the tower with 1700 LED miniature lights. Pure White miniature lights on the trunks with a warm white twinkle crown and colored Fronds. The remaining seven (7) trees will be lighted with 1000 lights each. 900 will be pure White wrapped on the Trunks and 100 will be a warm white twinkle crown.	\$ 8,280.00	\$ 8,280.00	\$ 8,280.00	\$ 8,280.00	\$ 33,120.00
3	Date Palm Trees	9 Date palm Trees flank the north and south walkways crossing the street. These are strategically located, light these with a contrasting color combination. Red lights in the trunks with complementing Red. 25% strobe miniature lights in the Fronds.	\$ 3,780.00	\$ 3,780.00	\$ 3,780.00	\$ 3,780.00	\$ 15,120.00
4	Small Oak trees and Canopies	36 Small Oak Trees will each feature 700 miniature LED lights each. The color will vary to complement the Sculpture that is presented in the vicinity, each trunk will be 200 Pure White and canopies will be lighted with 400 lights of color with 25% twinkling strobes. Colors will rotate between green, blue, red and pure white.	\$ 12,960.00	\$ 12,960.00	\$ 12,960.00	\$ 12,960.00	\$ 51,840.00
5	Coconut and Foxtail Palms	There are 103 of these trees in the business district. Each will feature 400 miniature lights. With the oak trees all being lighted with colored lights we propose to light these palms with Pure White lights and a contrasting crown of green, red, blue or Glacier mix.	\$ 24,960.00	\$ 24,960.00	\$ 24,960.00	\$ 24,960.00	\$ 99,840.00
Tree Lighting Totals:			\$ 52,330.00	\$ 52,330.00	\$ 52,330.00	\$ 52,330.00	\$ 209,320.00
Annual and Four Year Totals:			\$ 90,255.00	\$ 90,255.00	\$ 90,255.00	\$ 90,255.00	\$ 361,020.00
	Optional Tree Lighting	Description	2023 Annual Cost	2024 Annual Cost	2025 Annual Cost	2026 Annual Cost	Four Year Cost Total
1	Large Oak trees, Animated	23 Large Oak Trees will each feature a combination of wrapped trunks (10 sets) and animated "drip" lights (12) hanging from the branches. Colors are "to be determined" color mix changes from block to block. Consider the following: <input type="checkbox"/> Pure white trunks / red animated drip lights <input type="checkbox"/> Green Trunks / pure white animated drip lights <input type="checkbox"/> Pure white Trunks / Glacier (CW/Blue/Aqua) animated drip lights <input type="checkbox"/> Blue Trunks / Pure white animated Drip lights <input type="checkbox"/> Blue Trunks / Red/White/Blue mix, animated drip lights.	\$ 27,232.00	\$ 27,232.00	\$ 27,232.00	\$ 27,232.00	\$ 108,928.00
2	Medium Oak trees	24 Medium Oak Trees will each feature 500 to 700 miniature LED lights each depending upon size. The color will vary to complement the Sculpture that is presented in the vicinity, each trunk and selected branches will be lighted with colored lights to complement displays and Palm tree lighting in the vicinity.	\$ 9,870.00	\$ 9,870.00	\$ 9,870.00	\$ 9,870.00	\$ 39,480.00
Optional Tree Lighting Totals:			\$ 37,102.00	\$ 37,102.00	\$ 37,102.00	\$ 37,102.00	\$ 148,408.00

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:

 X

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:

Brandano Displays, Inc.

Firm Name



Signature

Patrick J. Brandano

Name and title (Print or Type)

VicePresident

Date 09/20/2023


NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Brandano Displays, Inc.

Firm Name



Signature

Patrick J. Brandano

Name and Title (Print or Type)

09/20/2023

Date

DRUG-FREE WORKPLACE

Brandano Displays, Inc.

_____ is a drug-free workplace and has a

(Company Name)

Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Brandano Displays, Inc.

Firm Name

Signature

Patrick J. Brandano

Name and title (Print or Type)

09/20/2023

Date

NON-COLLUSION AFFIDAVITSTATE OF FloridaCOUNTY OF Broward

Before me, the undersigned authority, personally appeared Patrick J. Brandano, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Vice President of Brandano Displays Inc., the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: 116-2023 Title: Downtown District Holiday Display

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

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

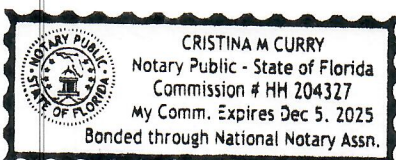

Signature

Subscribed and sworn to (or affirmed) before me this 20th day of September, 2023, by

Patrick J. Brandano, who is personally known to me or who has produced

_____, as identification.

SEAL

Notary Signature Notary Name: Cristina M. CurryNotary Public (State): FloridaMy Commission No.: HH 204327Expires on: Dec. 5, 2025

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: Vice President

Date: 09/20/2023

LIST OF REFERENCES

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

REFERENCE #1

Company/Agency Name: City of Oakland Park
Address: 3650 NE 12th Ave
Oakland Park, FL 33334
Point of Contact: Chris Casale, CPRP
Phone Number: 954-630-4241
Fax Number: _____
E-mail: christopher.casale@oaklandparkfl.gov

REFERENCE #2

Company/Agency Name: City of Delray Beach
Address: 350 SE 1st Street Suite 100
Delray Beach, FL 33483
Point of Contact: Laura Simon
Phone Number: 561-243-1077
Fax Number: _____
E-mail: lsimon@downtowndelraybeach.com

REFERENCE #3

Company/Agency Name: City of Key West
Address: 201 Williams Street
Key West, FL 33040
Point of Contact: Karen Olson
Phone Number: 305-809-3803
Fax Number: _____
E-mail: kolson@cityofkeywest-fl.gov

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am Patrick J. Brandano of Brandano Displays, Inc., the offeror that has submitted a proposal to perform work for the following project:

Contract # 116-2023 Project name: Downtown District Holiday Display

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

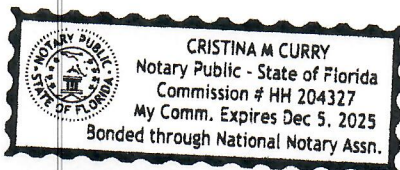

Signature

Subscribed and sworn to (or affirmed) before me this 20th day of September 2023
by Patrick J. Brandano, who is personally known to me or who has
produced _____ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Cristina M. Curry
Notary Public-State of Florida



LIST OF SUBCONTRACTORS AND PRIME VENDORS

The following are the subcontractors and prime vendors anticipated 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) _____

2) _____

3) _____

4) _____

5) _____

INCLUDE PROOF OF EXISTING INSURANCE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
9/20
Item 3.

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 Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321		CONTACT NAME: Kim Bromaghim PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): E-MAIL ADDRESS: kBromaghim@keyescor.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AmGuard Insurance Co	
		INSURER B: Colony Insurance Co	
		INSURER C: Technology Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 262750096 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	103 GL 0211508-0	10/11/2022	10/11/2023	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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll \$1000			BRAU451318	9/29/2023	9/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XS176143	10/11/2022	10/11/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	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 <input type="checkbox"/>	N/A	TWC4188465	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Auto Physical Damage			BRAU451318	9/29/2023	9/29/2024	Actual Cash Value \$75,000 Comp \$1,000 Coll \$1,000

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

CERTIFICATE HOLDER

CANCELLATION 30 Days*/10* for non payment

Town of Lake Park
640 Old Dixie Hwy
Lake Park FL 33403

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

INCLUDE STATEMENT OF PRIOR OR PENDING LITIGATION.

Brandano Displays, Inc. has no prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein.

INCLUDE PROOF OF PROPER LICENSING, CERTIFICATIONS, BUSINESS TAX RECEIPTS (AS APPLICABLE TO PERFORM THE REQUIRED SERVICES).

State of Florida

Department of State

I certify from the records of this office that BRANDANO DISPLAYS, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on June 9, 1998.

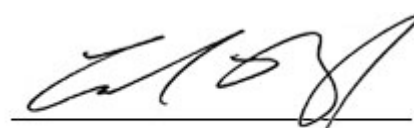
The document number of this corporation is F98000003255.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 16, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of February,
2023*




Secretary of State

Tracking Number: 1209832185CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



THIS CERTIFICATE IS AWARDED TO

BRANDANO DISPLAYS, INC.

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT THE CERTIFICATION
REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE)

AUTHORIZED REPRESENTATIVE

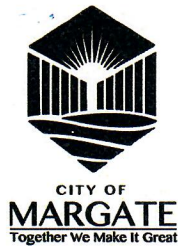
Anniversary Date: May 19th

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH
MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664





City of Margate, Florida
Local Business Tax Receipt
901 NW 66th Avenue
Margate, FL 33063
(954) 979-6213

Item 3.

Business Name: BRANDANO DISPLAYS, INC.

Receipt Nbr: 23-00007019

Location address: 1401 BANKS RD

Issue Date / Class:

CONTRACTOR MISC OTHER

Effective Date: August 16, 2022

Expiration Date: September 30, 2023

Receipt Fees: 130.00

Comments:

DISPLAY CONTRACTOR FOR HOLIDAY TRIM AND
DECORATIONS. LOCATION/1401-1409 BANKS ROAD

For Home Local Business Tax Receipt: No Commercial Vehicles Permitted at Residence. No Inventory,
Stock of Trade, Sales or Display, Permitted.

Commercial and all others:

No Outside Sales, Service, Display, Stock or Storage without prior
City Commission Approval.

0005975

BRANDANO DISPLAYS, INC.
1473 BANKS RD
MARGATE FL 33063-3941

**NOTICE: RECEIPT MUST BE TRANSFERRED
WHEN BUSINESS IS MOVED OR SOLD.**
(Please see bottom portion of this form)

Post This Receipt in a Conspicuous Place

Maximum Capacity: N/A

23-00007019

BRANDANO DISPLAYS, INC.

1401 BANKS RD

TRANSFER OF BUSINESS OWNERSHIP (Fee Required)

**NOTICE: LOCAL BUSINESS TAX RECEIPT MUST BE TRANSFERRED
WITHIN TEN (10) DAYS WHEN BUSINESS IS SOLD.**

Purchaser Name (Please Print)

Seller Name (Please Print)

Receipt #

**THE GRANT OF A LOCAL BUSINESS TAX RECEIPT IS NOT A DETERMINATION OF
COMPLIANCE WITH ORDINANCES OF THE CITY OF MARGATE.**

CHANGE OF BUSINESS LOCATION (Subject to zoning approval. Fee Required.)

Business Name

Receipt #

New Location

RE-CERTIFICATION OF BACKFLOW PREVENTERS REQUIRED ANNUALLY

CLARIFICATIONS/EXCEPTIONS

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

Brandano Displays, Inc.

Town of Lake Park



RFP 116-2023

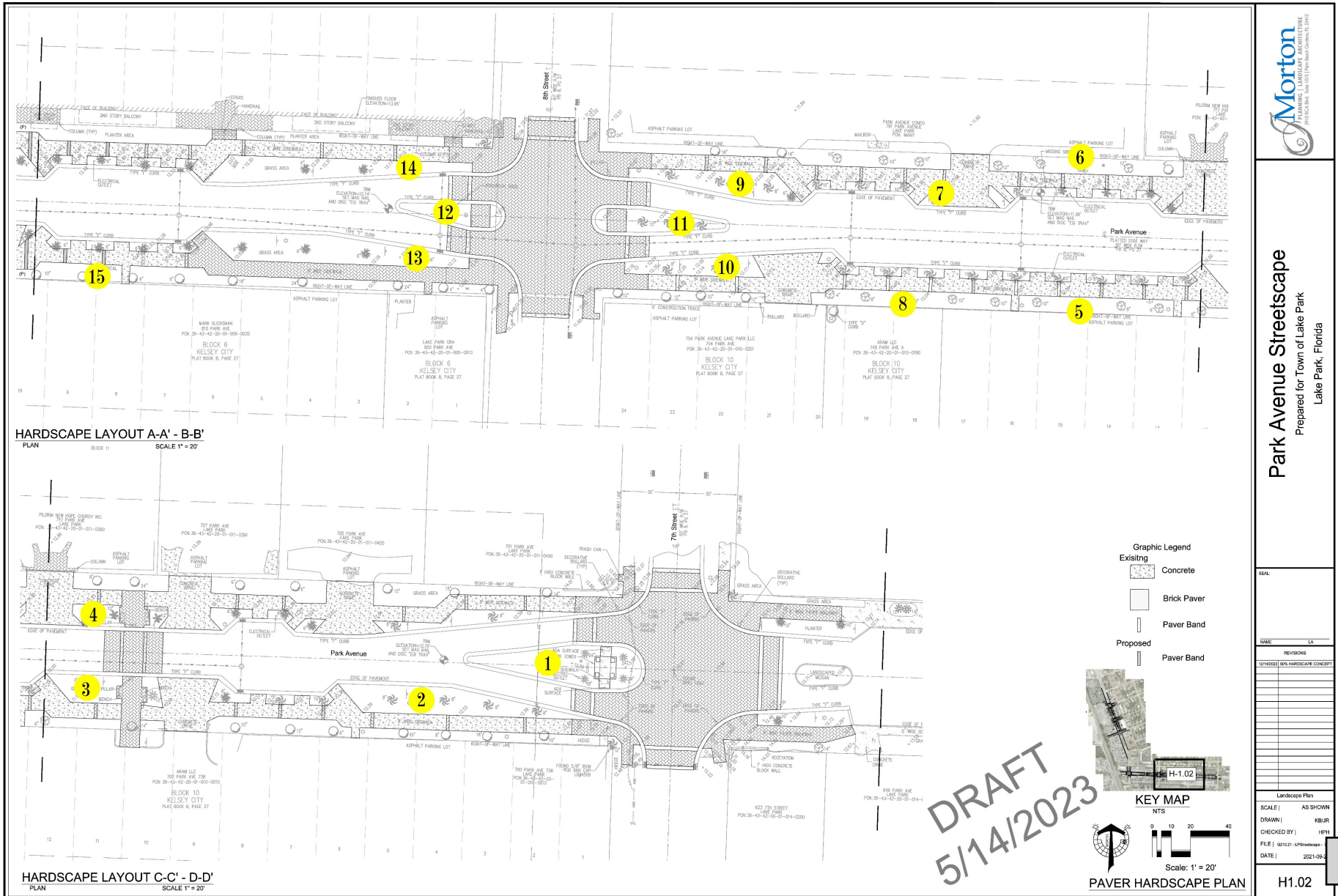
Preliminary Photo Supplement

3rd Viewing July 9, 2023

Presented By

Brandano Displays, Inc.

Scene Location M Item 3.



Presented By

Scene Location M Item 3.

Brandano Displays, Inc.



Presented By

Entrance Tower Item 3.

Brandano Displays, Inc.



Presented By

Scene #1

Item 3.

Brandano Displays, Inc.



Presented By

Scene #2 Item 3.

Brandano Displays, Inc.



Presented By

Scene #3 Item 3.

Brandano Displays, Inc.



Presented By

Scene #4

Item 3.

Brandano Displays, Inc.



Presented By

Scene #5 Item 3.

Brandano Displays, Inc.



Presented By

Scene #6 Item 3.

Brandano Displays, Inc.



Presented By

Scene #7 Item 3.

Brandano Displays, Inc.



Presented By

Scene #8 Item 3.

Brandano Displays, Inc.



Presented By

Scene #9 Item 3.

Brandano Displays, Inc.



Presented By

Scene #10 Item 3.

Brandano Displays, Inc.



Presented By

Scene #11 Item 3.

Brandano Displays, Inc.



Presented By

Scene #12 Item 3.

Brandano Displays, Inc.



Presented By

Scene #13 Item 3.

Brandano Displays, Inc.



Presented By

Scene #14 Item 3.

Brandano Displays, Inc.



Presented By

Scene #15 Item 3.

Brandano Displays, Inc.



Presented By

Scene #16 Item 3.

Brandano Displays, Inc.



Presented By

Scene #17 Item 3.

Brandano Displays, Inc.



Presented By

Scene #18 Item 3.

Brandano Displays, Inc.



Brandano Displays, Inc.



Presented By

Scene #20 Item 3.

Brandano Displays, Inc.



Presented By

Scene #21 Item 3.

Brandano Displays, Inc.



Presented By

Scene #22 Item 3.

Brandano Displays, Inc.



Presented By

Scene #23 Item 3.

Brandano Displays, Inc.



Presented By

Scene #24 Item 3.

Brandano Displays, Inc.



Brandano Displays, Inc.

Disclosure Statement

Information, color art and all materials contained in this document are considered proprietary to Brandano Displays, Inc. This material is provided to assist in the review and analysis of this document and may not be used for any other purpose than expressly needed to complete this objective. Information and design materials may not be disclosed in whole or in part outside of your Company's technical compliance to specifications, and such subsequent acquisition review and internal approval procedures necessary to this review activity, without express written permission from Brandano Displays, Inc. This proprietary information is considered business sensitive and must be handled appropriately. All color art and material contained in this document must be returned to Brandano Displays, Inc. when the selection process is complete.

Brandano Displays, Inc.

1473 Banks Road
Margate, FL 33063
Ph: 800.777.6903
Fax: 954.956.7256
www.brandano.com