



# Lake Park Town Commission, Florida

## Community Redevelopment Agency Meeting Agenda

Wednesday, June 05, 2024 at 6:30 PM

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

---

|                              |   |                           |
|------------------------------|---|---------------------------|
| <b>Roger Michaud</b>         | — | <b>Chair</b>              |
| <b>Kimberly Glas-Castro</b>  | — | <b>Vice-Chair</b>         |
| <b>Michael Hensley</b>       | — | <b>Agency Member</b>      |
| <b>Carmen Rodriguez</b>      | — | <b>Agency Member</b>      |
| <b>Mary Beth Taylor</b>      | — | <b>Agency Member</b>      |
| <b>Judith Thomas</b>         | — | <b>Agency Member</b>      |
| <b>Vacant</b>                | — | <b>Agency Member</b>      |
| <b>John O. D'Agostino</b>    | — | <b>Executive Director</b> |
| <b>Thomas J. Baird, Esq.</b> | — | <b>Agency Attorney</b>    |
| <b>Vivian Mendez, MMC</b>    | — | <b>Agency Clerk</b>       |

***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.***

---

### CIVILITY AND DECORUM

*The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:*

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
  - Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
  - Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
  - Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
  - A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
  - All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.
-

## **CALL TO ORDER/ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

## **SPECIAL PRESENTATION/REPORT:**

1. Quarterly construction update by Oceana Coffee
2. Presentation and discussion of new CRA Incentive Programs.

## **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:**

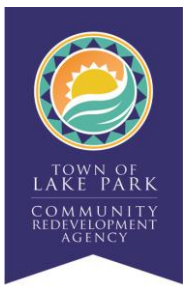
3. May 1, 2024 Special Call Community Redevelopment Agency Meeting Minutes
4. Resolution 36-06-24 Authorizing and Directing the Chair to Execute a Third Amendment to the Agreement with Vincent and Sons Landscaping, Inc., for the Provision of Professional Landscape Maintenance Services within the Boundaries of the Community Redevelopment Agency.

## **NEW BUSINESS: NONE**

## **AGENCY MEMBER REQUESTS:**

## **ADJOURNMENT:**

**FUTURE MEETING DATE:** The next scheduled Community Redevelopment Agency Meeting will be conducted on September 4, 2024.



CRA  
Agenda Request Form

Meeting Date: June 5, 2024

Agenda Item No.

**Agenda Title:** 1301 10th Street (Lake Park Group) – Second Quarterly Construction Update Report for 2024.

- ☐ SPECIAL PRESENTATION/REPORT
- ☐ OLD BUSINESS
- ☐ DISCUSSION FOR FUTURE ACTION
- ☐ CONSENT AGENDA
- ☐ NEW BUSINESS
- ☐ OTHER: General Business

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.gov,  
c=US  
Date: 2024.05.24 14:03:08 -0400  
Date: \_\_\_\_\_

Allison Justice, CRA Administrator

|                                                      |                                                                                                                      |                                |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Originating Department:<br><br>Community Development | Costs: N/A (No additional disbursements at this time)<br><br>Funding Source:<br><br>Acct. #<br><br>[ ] Finance _____ | Attachments:<br>→ Presentation |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------|

**Background and Summary**

In December 2023, the Lake Park Group (Oceana Logistics International; Kiss Kitchens and Florida Canning) for the property located at 1301 10<sup>th</sup> Street (CRA grant agreement approved by Resolution 36-04-23), were asked to provide quarterly updates to the CRA Board throughout 2024 in anticipation of their December 2024 (or earlier) completion. Enclosed is their presentation for their first quarterly update.



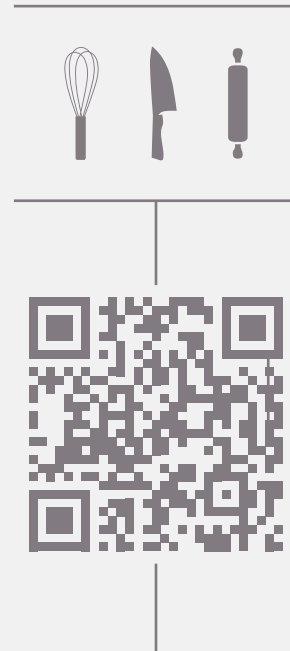
**Recommended Motion:** For presentation and discussion only.



# Culinary Studio is the first facility of its kind here in Palm Beach County.

Culinary Studio is a commercial “co-cooking” facility where fully equipped kitchen spaces can be reserved by members on an annual basis.

There are a limited number of private studios that will be made available for VIP members on a first come first serve basis.



1301 10th Street, Lake Park, FL 33403



[culinary.info@culinary-studio.com](mailto:culinary.info@culinary-studio.com)

Item 1.



## culinary STUDIO

a kitchen collective club

[www.culinary-studio.com](http://www.culinary-studio.com)





# We have memberships in various levels available.

Our professional commercial grade kitchen facility offers 3 hot lines complete with convention ovens, fryers, flat tops, steamers, gas cooktops, refrigeration and freezer space needed to produce your menu in an efficient and cleanly manner in a fully licensed kitchen built to the specifications of the Florida Department of Agriculture and DBPR standards. Use of the communal warewashing area is open to all members.



## DIAMOND PRIVATE STUDIO

- Private Studio
  - 400sq ft. approx.
- |                                                                                    |                                                            |
|------------------------------------------------------------------------------------|------------------------------------------------------------|
| ■ PLATINUM                                                                         | ■ BASELINE                                                 |
| <ul style="list-style-type: none"><li>• 80 Hours</li><li>• 4 Free Events</li></ul> | <ul style="list-style-type: none"><li>• 20 Hours</li></ul> |
| ■ GOLD                                                                             | ■ KICKSTARTER                                              |
| <ul style="list-style-type: none"><li>• 60 Hours</li><li>• 2 Free Events</li></ul> | <ul style="list-style-type: none"><li>• 10 Hours</li></ul> |
| ■ SILVER                                                                           | ■ FOOD TRUCK                                               |
| <ul style="list-style-type: none"><li>• 30 Hours</li><li>• 1 Free Events</li></ul> |                                                            |



## Sign Up Today!

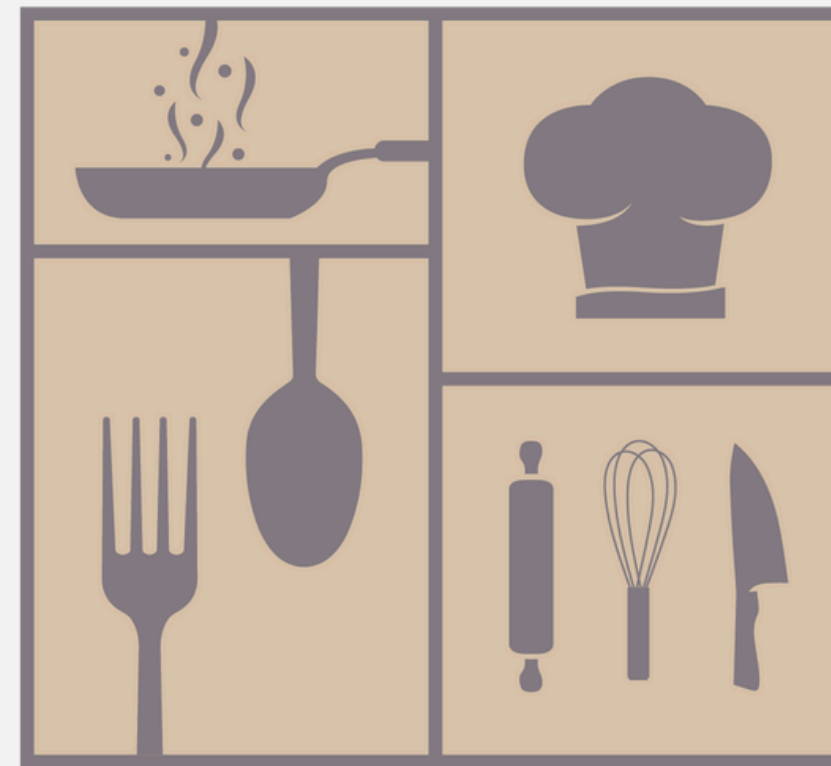
Due to the limited number of spots, these memberships will fill up quickly! Don't wait to secure your spot! Once a membership class fills up you may be put on a waiting list for the following year or choose a different level of membership.



Available Outdoor Event Space

Presented By:  
Carmen Rodriguez

culinary.info@culinary-studio.com  
@culinary.studio



culinary  
STUDIO

a kitchen collective club







# Welcome Message



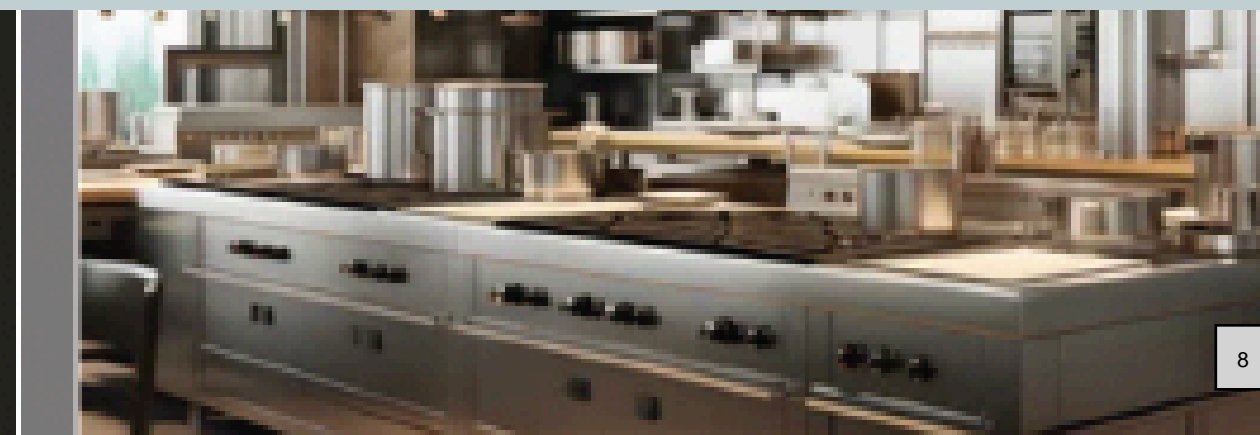
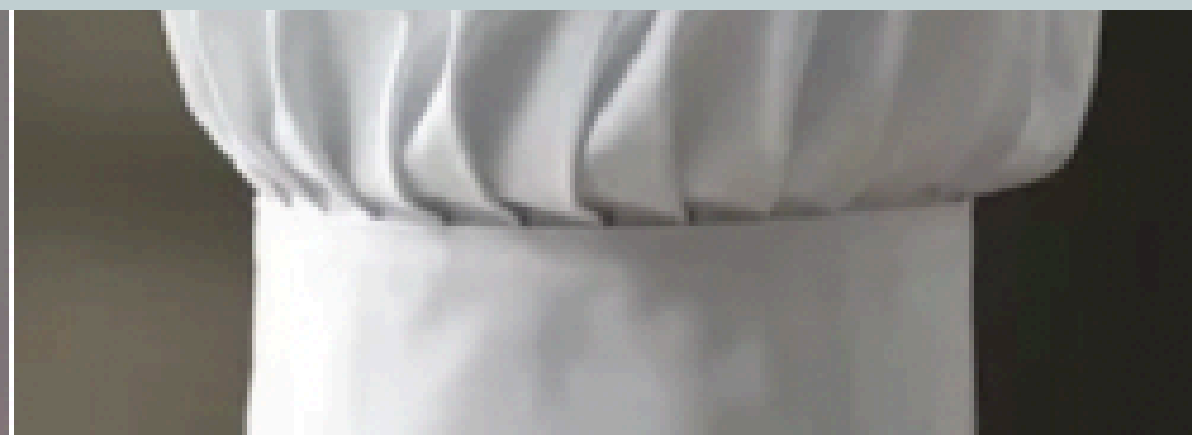
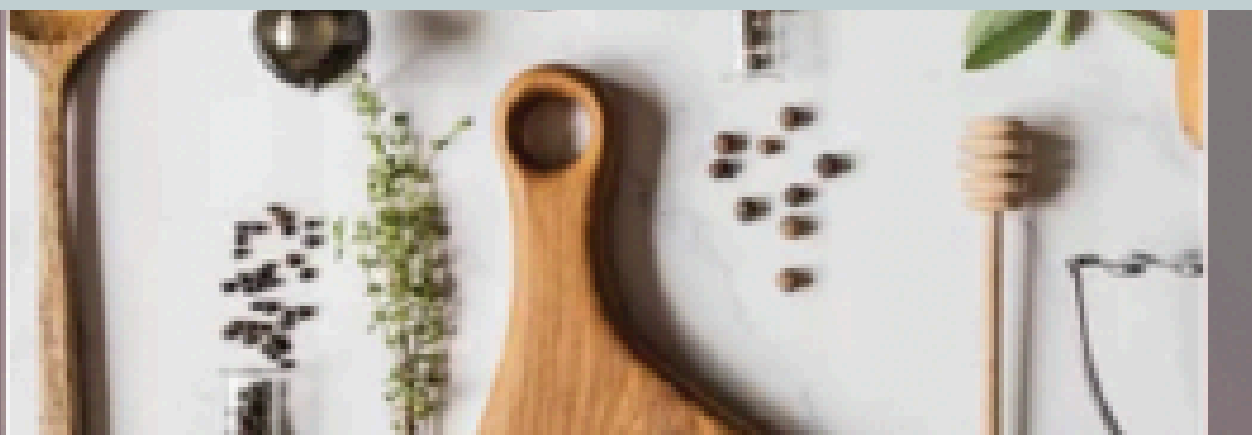
As the founder of Culinary Studios and the visionary behind Oceana Coffee, I am delighted to invite you into our world of creativity, culture, and community. Just as Oceana Coffee embodies the artistry and craftsmanship of exceptional coffee, Culinary Studios is a celebration of culinary excellence and innovation.

So, let's roll up our sleeves, sharpen our knives, and dive into the delicious world of culinary exploration. Here's to new beginnings, shared experiences, and the joy of creating something extraordinary—whether it's a perfectly brewed cup of Oceana Coffee or a culinary masterpiece.

Welcome to Culinary Studios—where every dish tells a story.

Warmest regards,

Amy Angelo and the Culinary Studios Team

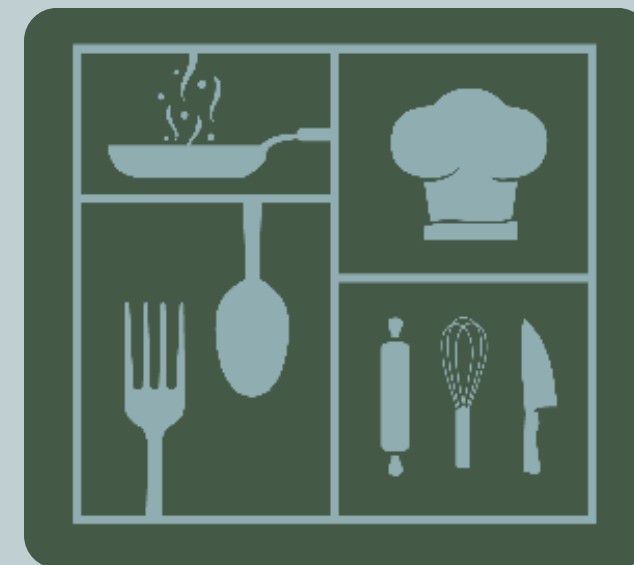






# About Us

Welcome to Culinary Studio, a membership based commercial kitchen. Where passion for food meets creativity and community. Nestled in the heart of Lake Park, Florida, Culinary Studio is a vibrant hub for culinary enthusiasts, aspiring chefs, and food entrepreneurs alike.

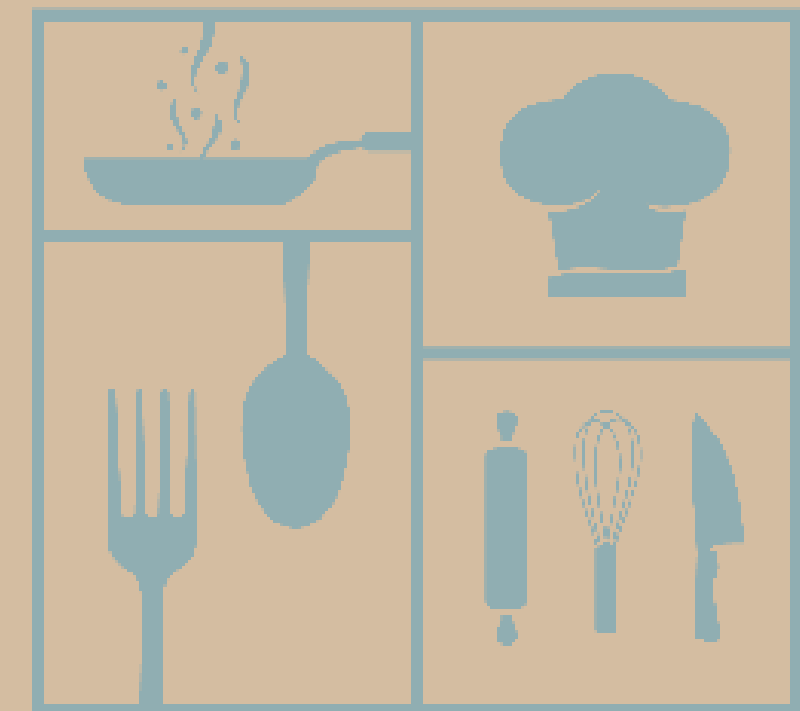


What sets us apart is our commitment to fostering a supportive and inclusive community where creativity flourishes, connections are forged, and dreams are realized. Whether you're here to learn, create, or connect, you'll find a warm and welcoming environment where culinary passion knows no bounds.

# Kitchen Collective Club

- Shared Resources
- Collaborative Learning
- Network Opportunities
- Community Engagement
- Creative Collaborations
- Supportive Environment

A culinary collective is about belonging to a community that shares a passion for food and cooking, while also offering opportunities for collaboration, learning, and growth in both culinary skills and entrepreneurial endeavors.



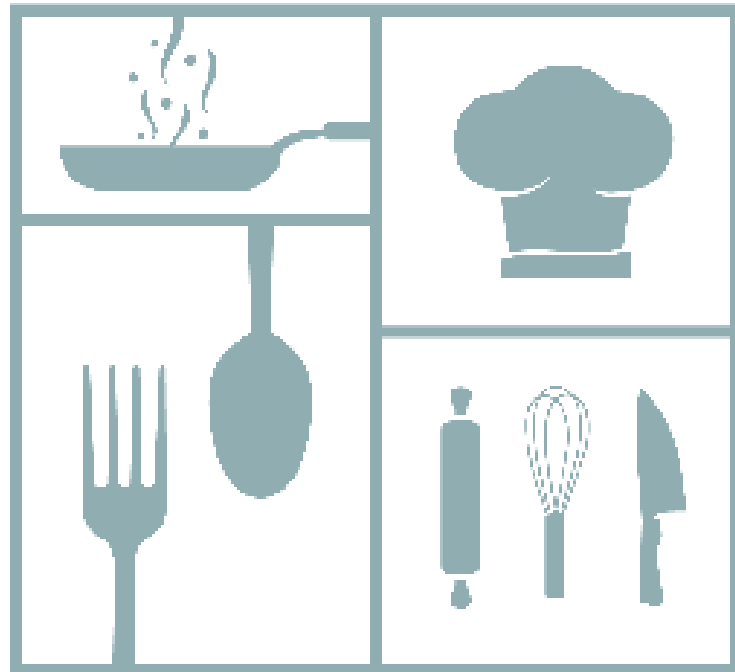


# Our Vision & Mission

We strive to create a welcoming and inclusive space where individuals from all walks of life can come together to explore the rich tapestry of culinary arts, celebrate diverse cultural traditions, and unleash their culinary potential. Our vision is to cultivate a vibrant community of food lovers, chefs, entrepreneurs, and artisans who share a passion for culinary excellence and a commitment to making a difference in the world.

Through our innovative programs, immersive experiences, and collaborative initiatives, we aim to empower individuals to discover the joy of cooking, unlock their creativity, and pursue their culinary dreams.

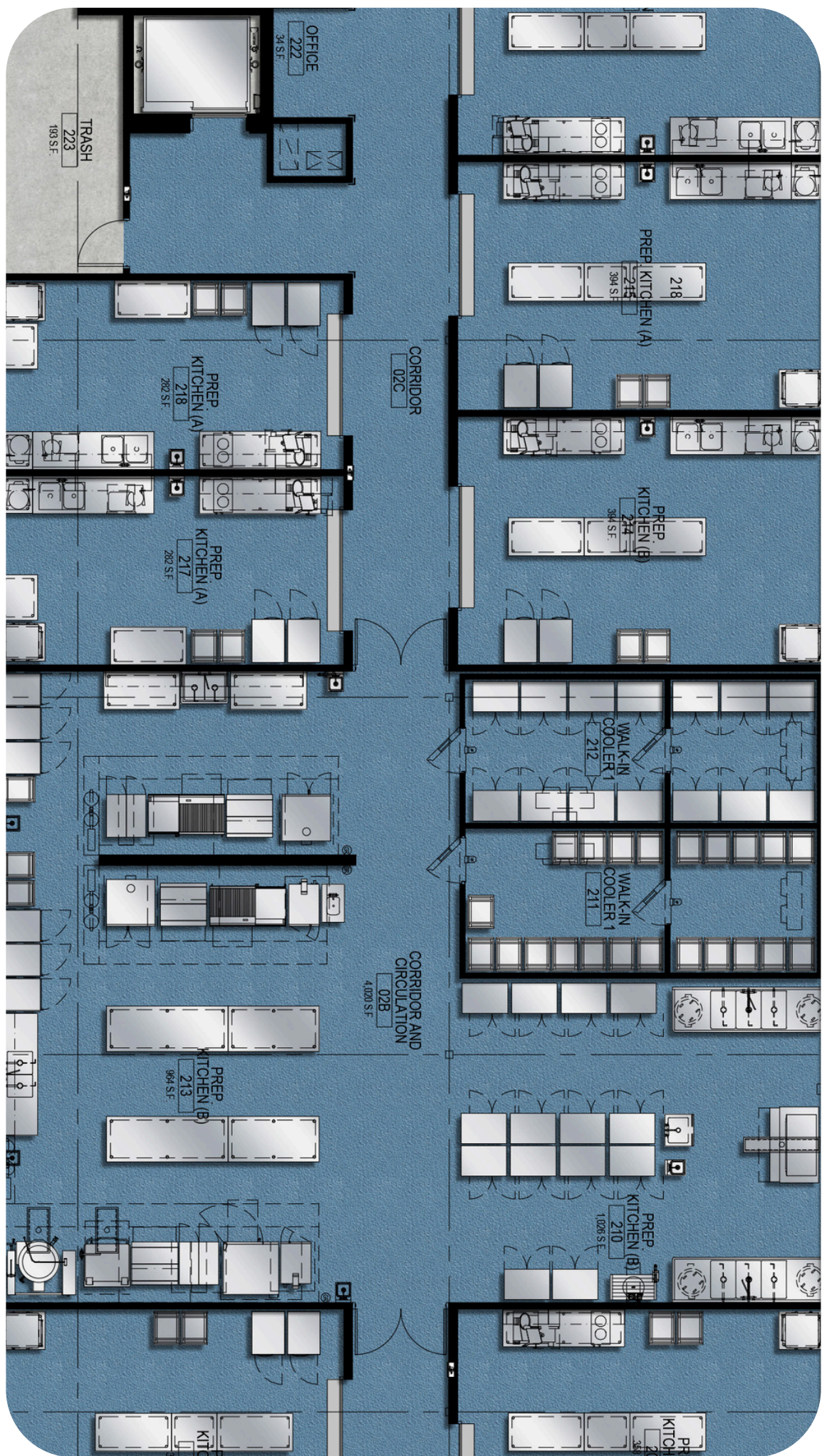
# THE KITCHEN



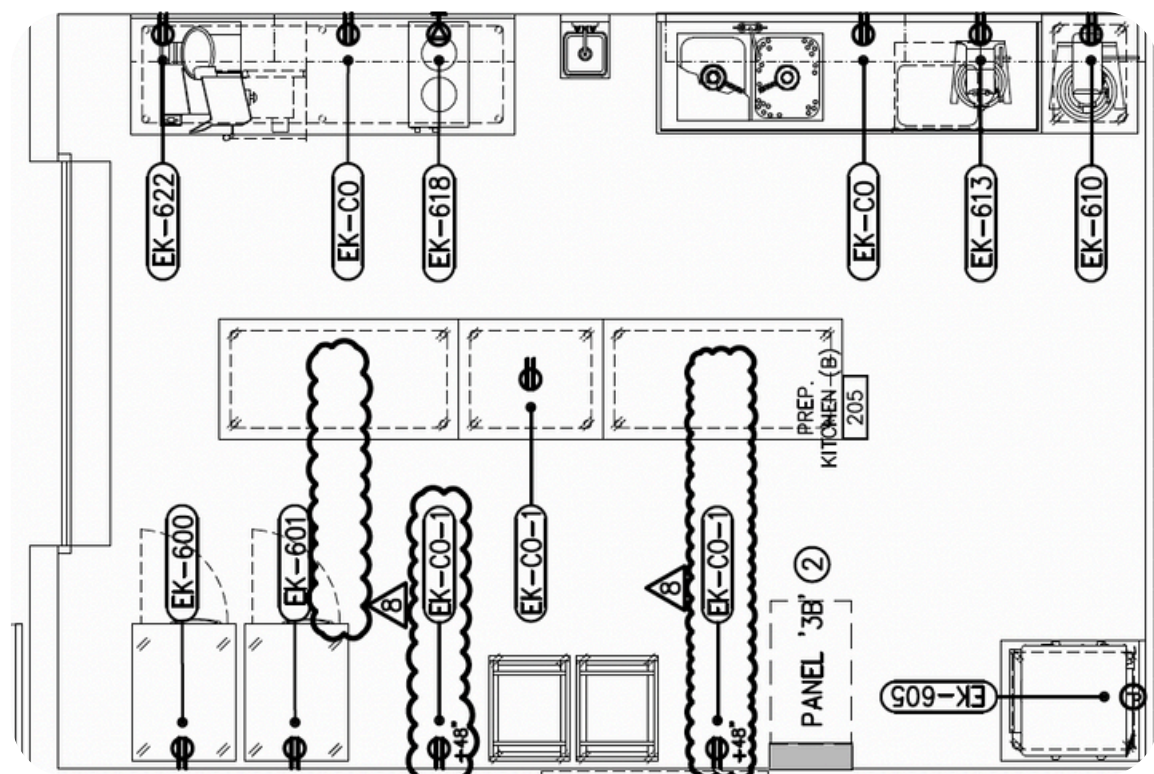
We have memberships in various levels available. Our professional commercial grade kitchen facility offers 3 hot lines complete with convection ovens, fryers, flat tops, steamers, gas cooktops, refrigeration and freezer space needed to produce your menu in an efficient and cleanly manner in a fully licensed kitchen built to the specifications of the Florida Department of Agriculture and DBPR standards. Use of the communal warewashing area is open to all members.



# Spaces Built for Chefs & Creatives



Item 1.





# The Event Space





# Membership

## DIAMOND PRIVATE STUDIO

- Approx. 400 sq. ft.
- 120/240 Outlets
- Hand Sink & Prep Sink
- 2 Stainless Tables
- 24/7 Access

## PLATINUM

- 80 Hours
- 4 Free Events
- 1 Cold Rack
- 1 Freezer Rack
- Dry Storage Rack

## GOLD

- 60 Hours
- 2 Free Events
- 1 Cold Rack
- Dry Storage Rack

## SILVER

- 30 Hours
- 1 Free Event

## BASELINE

- 20 Hours

## KICKSTARTER

- 10 Hours

\*50% discount on Event Space bookings first year

# The Team Behind Us

Teamwork Is The Key



**Amy Angelo**  
Founder



**Carmen Rodriguez**  
Community | Mentorship



**Amy Duell**  
Operations | Membership



# Get Connected With Us

## Contact Information



+561-206-2443



@culinary.studio



culinary.info@culinary-studio.com



culinary-studio.com



1301 10th St.,  
Lake Park, FL 33403





# THANKS

Follow Us On Social Media  
**@culinary.studio**



**LAKE PARK, FL  
OCEANA COFFEE HEADQUARTERS  
CULINARY STUDIOS  
FLORIDA CANNING CO,**

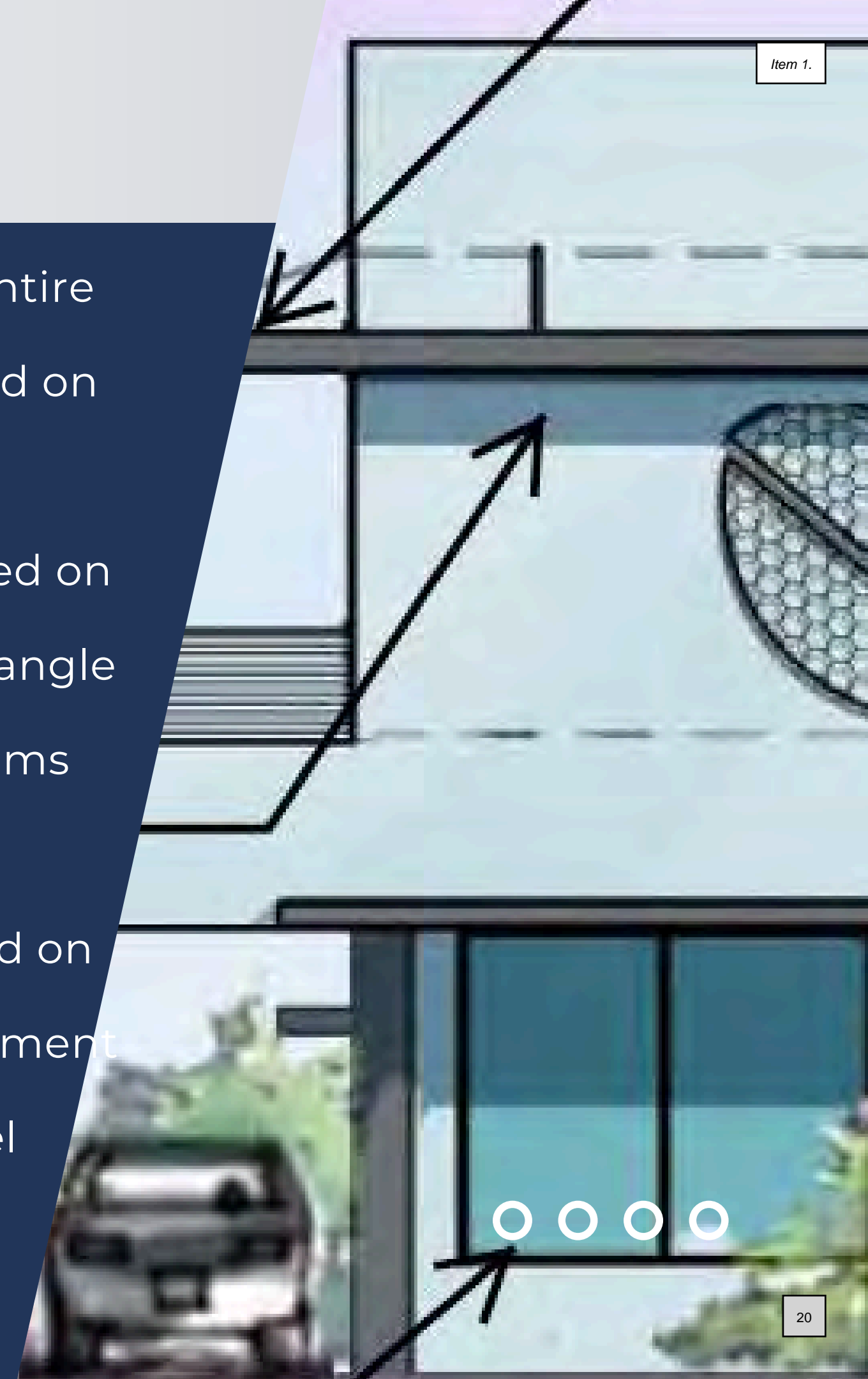
○ ○ ○ ○

# **CONSTRUCTION PROGRESS REPORT**

○ ○ ○ ○

# BENCHMARKS:

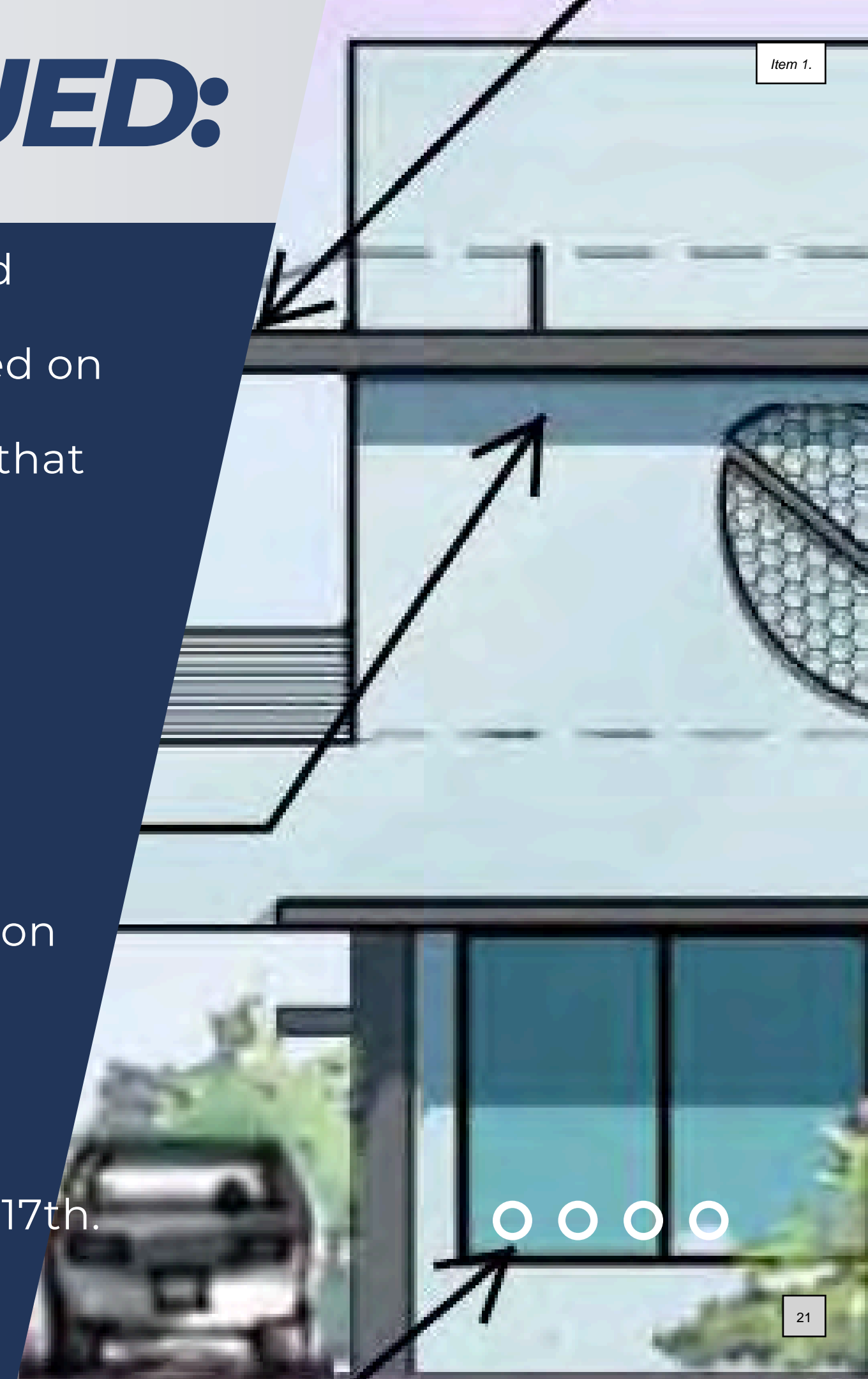
- 1. The installation of the outer concrete tie-beams for the entire perimeter of the building started on March 15th and completed on April 15th.
- 2. The installation of the steel beams for the 2nd floor started on April 16th and completed on April 26th. This includes welding angle clips to steel embeds (112 in total for the 2nd floor) so steel beams (28 in total) could be hung and bolted in.
- 3. The installation of the metal deck for the 2nd floor started on April 29th and completed on May 03rd. This includes reinforcement of the metal deck, which is welding the metal deck to the steel beams and then welding metal studs (approximately 1,400 )





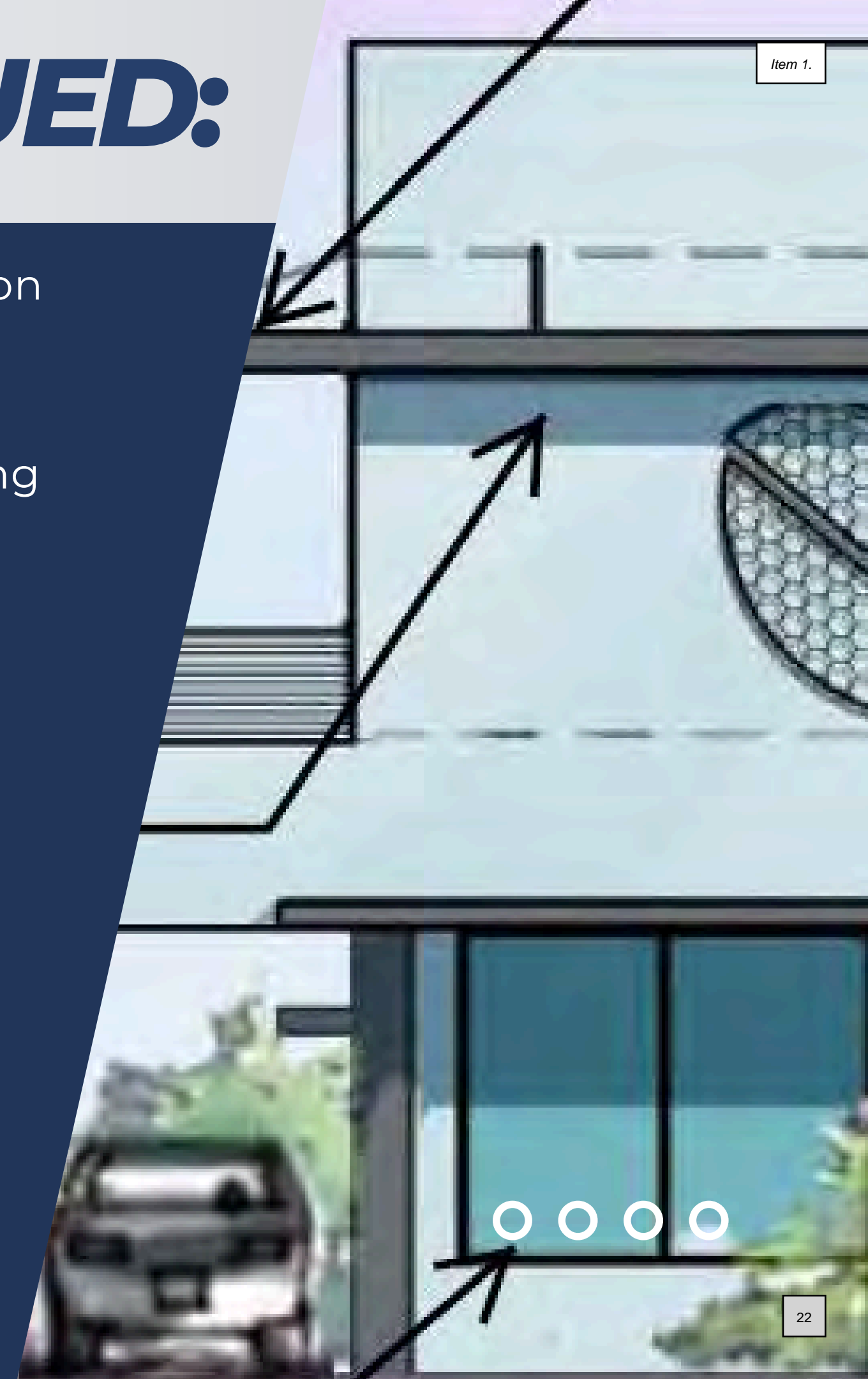
# ***BENCHMARKS CONTINUED:***

- 4. The installation of the plumbing, floor drains, floor sinks, and floor troughs for the 2nd floor started on April 29th and finished on May 20th. There are 67 floor penetrations into the metal deck that had to be made before the 2nd floor concrete deck could be poured.
- 5. The installation of the window storefront system (aluminum framing only) started on May 13th and completed on May 17th.
- 6. The installation of the fire sprinkler line on first floor started on May 15th and currently ongoing.
- 7. The installation of the metal stairs, interior and exterior and exterior stair tower, started on May 1st and completed on May 17th.



# ***BENCHMARKS CONTINUED:***

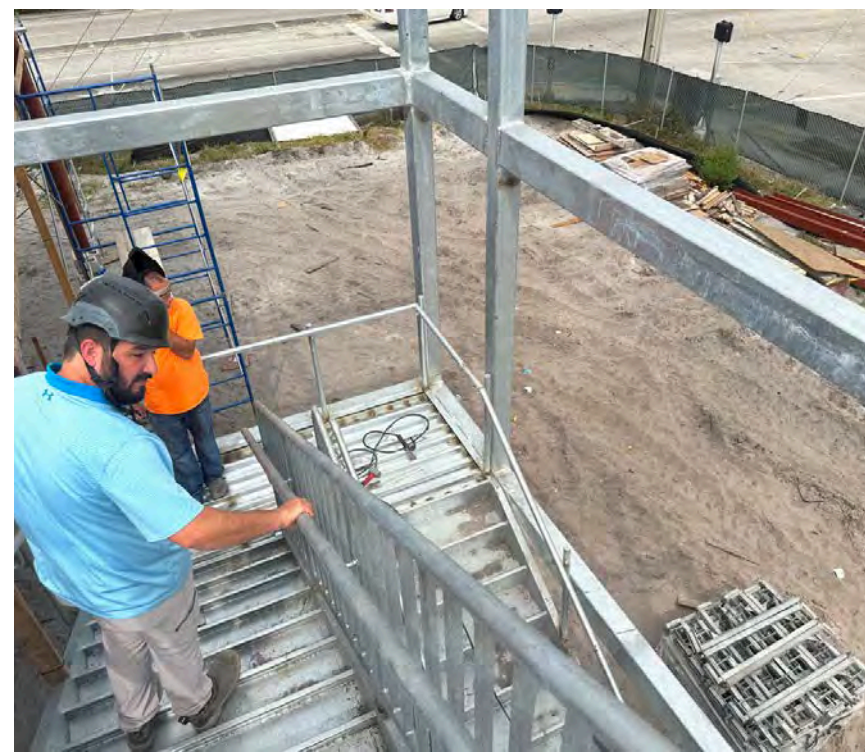
- 8. The concrete deck for the 2nd floor started and completed on May 21st.
- 9. Masonry block for the 2nd floor to roof deck is currently being delivered as will start to be installed on May 23rd.







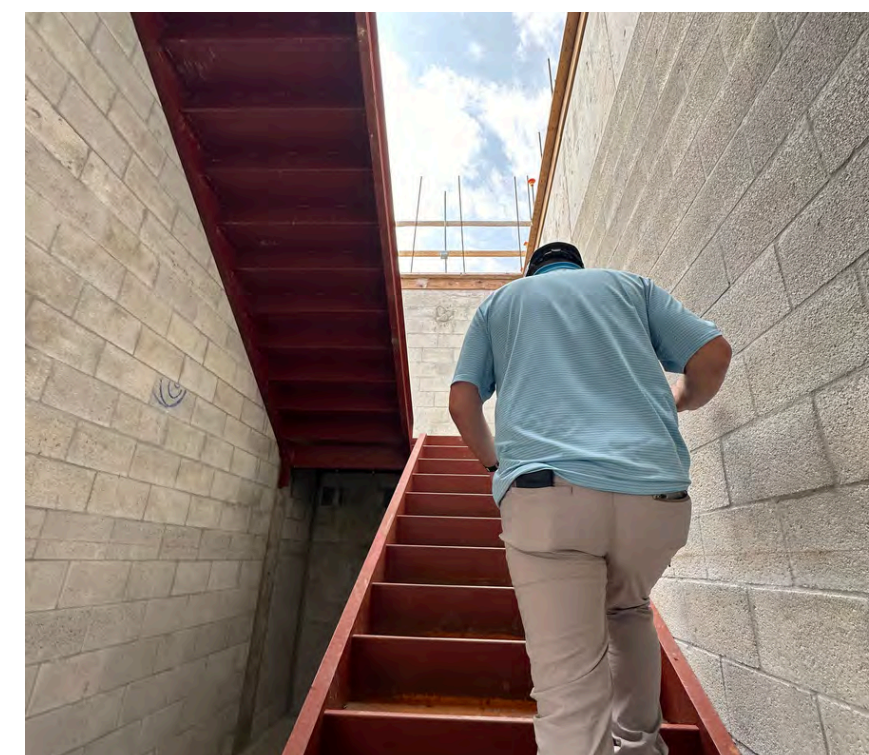
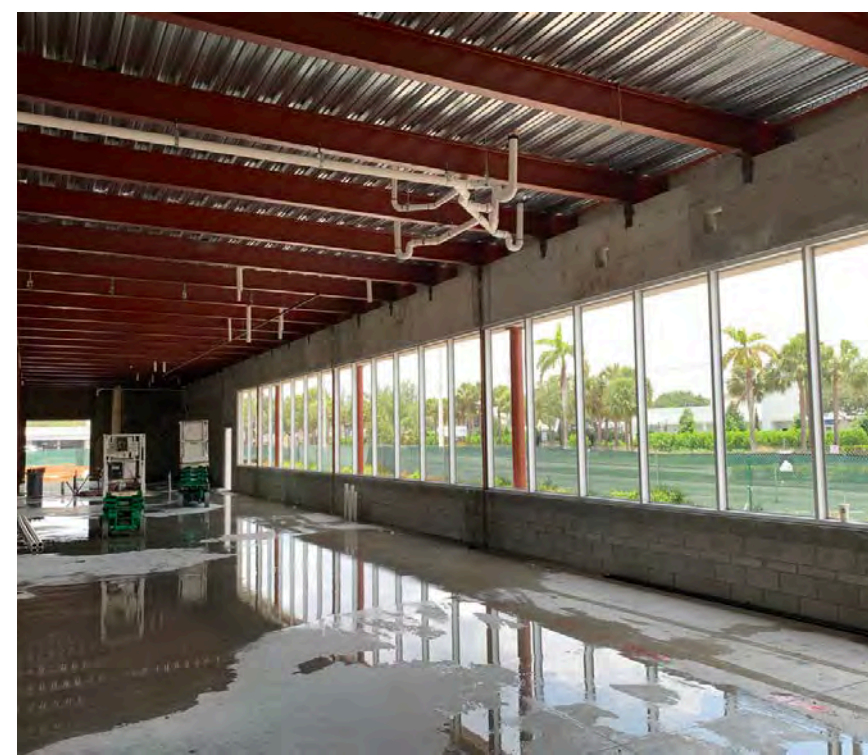
# AERIAL IMAGES







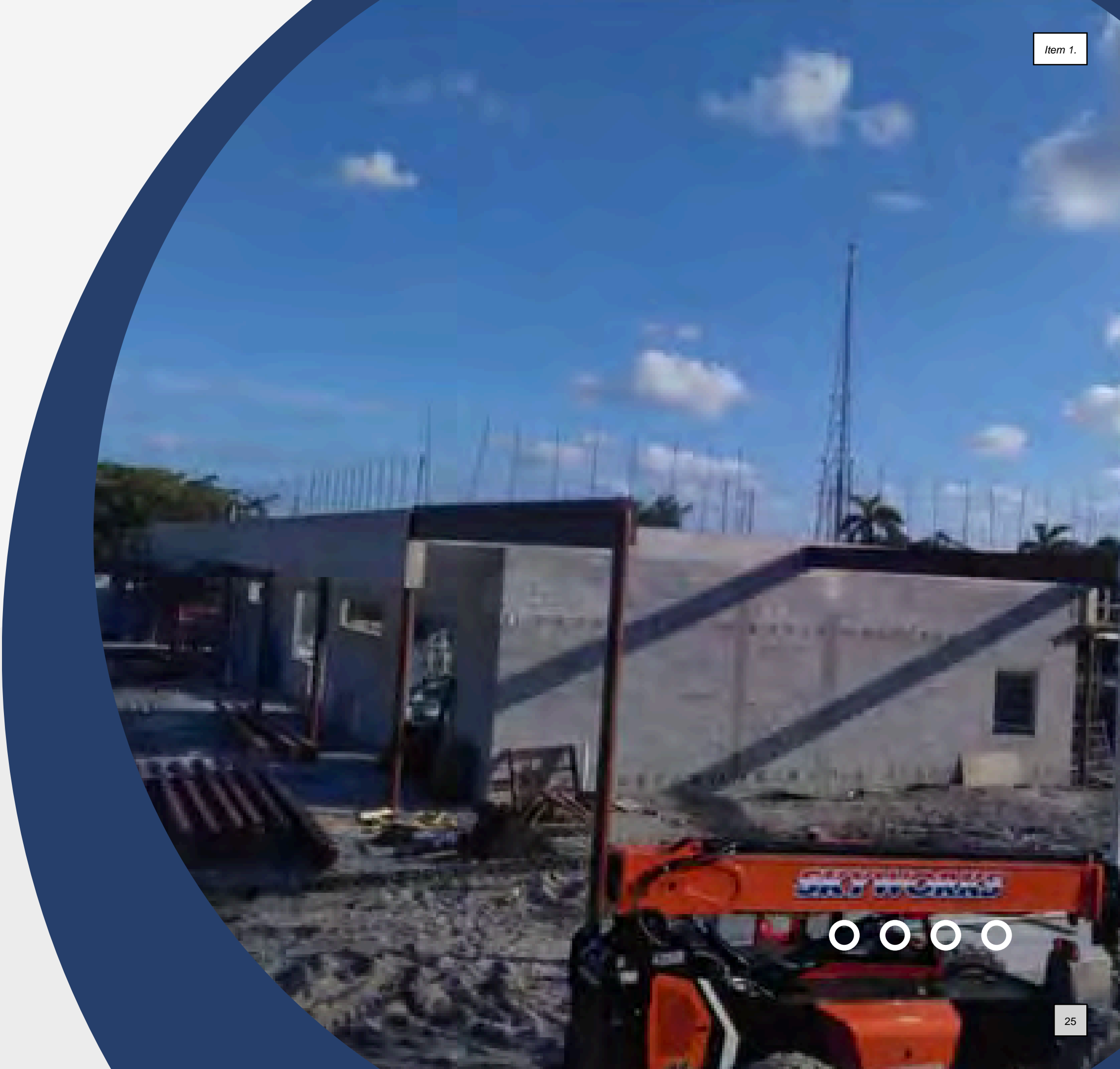
# GROUND IMAGES







# ***TIME LAPSE***







# JOIN US TO LIVE, WORK, & PLAY IN LAKE PARK



1301 10th Street, Lake Park

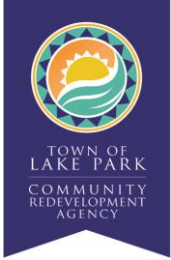


561.339.2913

*We look forward to continuing the vision of the Lake Park CRA and facilitating bringing the culinary arts to your thriving performing arts district!*







CRA  
Agenda Request Form

Item 2.

Meeting Date: June 5, 2024

Agenda Item No.

Agenda Title: Presentation and Discussion on new CRA Incentive Programs

- ☐ SPECIAL PRESENTATION/REPORT

☐ OLD BUSINESS

☒ DISCUSSION FOR FUTURE ACTION
- ☐ CONSENT AGENDA

☐ NEW BUSINESS

☐ OTHER: General Business

Approved by Executive Director:

John D'Agostino

Digitally signed by John D'Agostino  
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Management, email=jdagostino@lakeparkflorida.gov, c=US  
Date: 2024.05.28 09:52:52 -04'00'

Date:

Allison Justice, CRA Administrator

Name/Title

|                         |                   |                          |
|-------------------------|-------------------|--------------------------|
| Originating Department: | Costs: \$ 0.00    | Attachments:             |
| Executive Director      | Funding Source:   | ➔ Draft Incentives       |
|                         | Acct. #           | ➔ Incentive Presentation |
|                         | [ ] Finance _____ |                          |



## **Summary Explanation/Background:**

As the CRA budget has increased over the last several years, the Lake Park CRA has been offering Incentives for businesses and property owners. Façade and build out incentives have been provided to properties along Park Avenue and 10<sup>th</sup> Street. However, with no dedicated CRA Staff, there has not been an opportunity to develop a specific Incentive package that include, advertisement, applications, guidelines and limits.

This presentation will outline several recommended Incentive Programs for the Lake Park CRA. A summary of Incentives is included as well as draft applications. There are programs that allow the CRA flexibility as well as programs with specific limits. It's important with Incentive Programs that they are consistent and predictable for the applicants and these proposed changes will provide that consistency. The goal is for the Board to discuss the particular programs, make any suggestions for additional programs and provide guidance on the financial limits of particular programs.

The following is a summary of the programs recommended:

### **Façade and Exterior Improvement Program**

This grant is available to all properties/businesses in the Lake Park CRA for aesthetic improvements to the exterior of commercial buildings and sites. The grant provides 80% of the project cost up to a maximum CRA grant of \$50,000 depending on the project location.

- Park Avenue (7<sup>th</sup> St. to 10<sup>th</sup> St.): \$50,000
- 10<sup>th</sup> Street (Northlake to Silver Beach): \$50,000
- Industrial Area \$20,000

### **Paint, Plant and Pave Program**

Created to provide curb appeal to single-family and multi-family properties in the Lake Park CRA, the CRA will assist with 80% of a project cost up to a maximum of \$10,000 per property for exterior improvements such as pressure cleaning, painting, facade repair, landscaping, awnings, driveways, irrigation systems and fence repair/removal.

### **Commercial Interior Buildout**

As an incentive for restaurant/brewery/distillery uses, the CRA will fund 80% of interior build-outs up to \$50,000. Improvements must increase the property value and remain with the property. These improvements could include a grease trap or hood system, bathrooms, HVAC, etc...

### **Real Estate Development Accelerator (REDA)**

Primarily for large scale development projects greater than \$5 million, this incentive can be utilized in the form of land mark-down, infrastructure improvements, Tax Increment Financing or similar types of assistance. Each project is negotiated on an individual basis based on a gap in a development pro forma or level of public benefit provided.



**Strategic Investment Program**

Based on a formula that considers the amount of tax increment generated from each project, commercial and mixed-use projects up to \$5 million may be eligible for funding for interior and exterior improvements to the property or structure. Priority will be given to uses considered as a goal of redevelopment within the CRA, such as restaurants.

**Relocation and Development Assistance**

The CRA may assist with relocation and development of certain uses to allow for a more desirable or upgraded use. This program provides the incentives necessary for redevelopment including tenant relocation, acquisition, build out and rehabilitation or renovation of existing properties.

**Grand Opening Assistance**

The Lake Park CRA offers assistance to new businesses within the CRA for their “Grand Opening”. This will include an invitation to elected officials, marketing through the town’s social media as well as a ribbon cutting. The business can receive up to \$500 for refreshments or marketing expenses for the event.

**Beautify Park Avenue**

This is a small administrative grant of up to \$3,000 for facade improvements such as paint, signage, lighting and landscaping for businesses along Park Avenue from 7<sup>th</sup> Street to 10<sup>th</sup> Street.

Following discussion and additional recommendations, a resolution will be brought forward in a subsequent meeting to implement these programs. Review of the Incentives will occur annually and changes will be made based on economic and market conditions and the CRA budget. Once approved the Incentives and Applications will be placed on the CRA Website and advertised throughout the CRA.

**Recommended Motion:**

CRA Board to provide CRA Administrator with recommendations for modifications to proposed Incentives and direction to bring back to the CRA Board for approval.





## Town of Lake Park Community Redevelopment Agency BUSINESS GRANTS AND INCENTIVES

### **Façade and Exterior Improvement Program**

This grant is available to all properties/businesses in the Lake Park CRA for aesthetic improvements to the exterior of commercial buildings and sites. The grant provides 80% of the project cost up to a maximum CRA grant of \$50,000 depending on the project location.

- Park Avenue (7<sup>th</sup> St. to 10<sup>th</sup> St.): \$50,000
- 10<sup>th</sup> Street (Northlake to Silver Beach): \$50,000
- Industrial Area \$20,000

### **Paint, Plant and Pave Program**

Created to provide curb appeal to single-family and multi-family properties in the Lake Park CRA, the CRA will assist with 80% of a project cost up to a maximum of \$10,000 per property for exterior improvements such as pressure cleaning, painting, facade repair, landscaping, awnings, driveways, irrigation systems and fence repair/removal.

### **Commercial Interior Buildout**

As an incentive for restaurant/brewery/distillery uses, the CRA will fund 80% of interior build-outs up to \$50,000. Improvements must increase the property value and remain with the property. These improvements could include a grease trap or hood system, bathrooms, HVAC, etc...

### **Real Estate Development Accelerator (REDA)**

Primarily for large scale development projects greater than \$5 million, this incentive can be utilized in the form of land mark-down, infrastructure improvements, Tax Increment Financing or similar types of assistance. Each project is negotiated on an individual basis based on a gap in a development pro forma or level of public benefit provided.

### **Strategic Investment Program**

Based on a formula that considers the amount of tax increment generated from each project, commercial and mixed-use projects up to \$5 million may be eligible for funding for interior and exterior improvements to the property or structure. Priority will be given to uses considered as a goal of redevelopment within the CRA, such as restaurants.

### **Relocation and Development Assistance**

The CRA may assist with relocation and development of certain uses to allow for a more desirable or upgraded use. This program provides the incentives necessary for redevelopment including tenant relocation, acquisition, build out and rehabilitation or renovation of existing properties.

### **Grand Opening Assistance**

The Lake Park CRA offers assistance to new businesses within the CRA for their "Grand Opening". This will include an invitation to elected officials, marketing through the town's social media as well as a ribbon cutting. The business can receive up to \$500 for refreshments or marketing expenses for the event.

### **Beautify Park Avenue**

This is a small administrative grant of up to \$3,000 for facade improvements such as paint, signage, lighting and landscaping for businesses along Park Avenue from 7<sup>th</sup> Street to 10<sup>th</sup> Street.



# **Town of Lake Park**

## **Community Redevelopment Agency**

---



## **FAÇADE AND EXTERIOR IMPROVEMENT PROGRAM**

## FAÇADE AND EXTERIOR IMPROVEMENT GRANT PROGRAM

### About the Program

The Façade and Exterior Improvement Grant Program is a targeted incentive to businesses and property owners located in the Lake Park CRA for improvements to the exterior of commercial properties and buildings. Eligible activities include painting, repair and other architectural elements attached to the building exterior, such as awnings, exterior door and window replacement, landscaping, parking lot improvements, lighting and decorative pavement.

### Funding Areas:

- **Park Avenue:** The CRA will provide a grant for 80% of a project cost up to a maximum CRA grant of \$50,000 for projects located on Park Avenue from 7<sup>th</sup> Street to 10<sup>th</sup> Street.
- **10<sup>th</sup> Street:** The CRA will provide a grant of 80% of a project cost up to a maximum CRA grant of \$50,000 for projects located on 10<sup>th</sup> Street from Northlake Blvd. to Silver Beach Road within the CRA Boundaries.
- **Industrial Areas:** The CRA will provide a grant of 80% of a project cost up to a maximum CRA grant of \$20,000 for projects located within the Industrial areas of the CRA.

#### Example

|                                |                 |
|--------------------------------|-----------------|
| <b>Project Cost:</b>           | <b>\$62,500</b> |
| <b>CRA Grant:</b>              | <b>\$50,000</b> |
| <b>Owner's Responsibility:</b> | <b>\$12,500</b> |

### Eligibility Requirements

- Eligible improvements include aesthetic improvements to the building structure, such as exterior painting, installation of awnings, new windows and/or doors, signage, landscaping or parking lot improvement. In addition, removal of chain link fencing and replacement with decorative fencing and landscaping will be considered an eligible improvement.
  - **Reimbursement percentage for exterior door and window replacements is 50% of their cost.**
- Adjoining parking lots, landscaping and roofs are ineligible as stand-alone projects however they may be included as a component of the eligible improvements as described above and will only be considered in conjunction with the overall physical facade improvements to the structure.
- Due to limited funding, CRA Staff will evaluate submissions and select those that beautify the neighborhood, will be a catalyst for other businesses and complement area improvements. Since this program is intended as an incentive to go beyond standard code requirements, CRA Staff may request applicants to revise applicable improvements to further enhance the overall property and area where the improvements are located.



- Applications (or multiple applications submitted in tandem) that improve one full City block or represent large scale redevelopment for one of the targeted uses may be eligible for additional funding at the discretion of the CRA Board of Commissioners.
- Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the Lake Park CRA Master Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.
- Non-profit owned and residentially zoned properties are NOT eligible.
- If tenant is applying, applicant must have an executed multi-year lease (two-year minimum).
- All work must be done in compliance with applicable Town of Lake Park Building Codes and Land Development Regulations. All contractors must be licensed in Palm Beach County.
- It is recommended that no construction begin until a Grant Agreement is signed by all parties. Improvements completed prior to CRA staff review and approval by the CRA Board will not be eligible.
- Properties that are sold within twenty-four months of receiving grant funding must repay the full amount if it's the property owner applying for the grant.
- CRA Staff will review the application within ten (10) business days of submittal. You will be notified if additional information is required. Approval from the CRA Board could take up to 90 days from CRA Staff approval; however, all efforts will be made to expedite approvals of applications that are complete.

**FAÇADE AND EXTERIOR IMPROVEMENT GRANT PROGRAM APPLICATION****Date of Application** \_\_\_\_\_**Address of project requesting incentive:** \_\_\_\_\_**Applicant Information:****Name:** \_\_\_\_\_**Business:** \_\_\_\_\_**Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_**Email:** \_\_\_\_\_**Does the applicant own property?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No****If “No”, when will property be in control (own or long-term lease) of applicant?**

\_\_\_\_\_

**Indicate the owning entity of the property (i.e. name on property title)**

\_\_\_\_\_

**Description of the Business (use) that will occupy this property:**

\_\_\_\_\_

**Project Description (proposed improvements per this application):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project cost per this application** \_\_\_\_\_**Total Funding Request** \_\_\_\_\_



7. Has the Applicant completed or plans to complete any other improvements to the property outside of the Scope of this application (i.e., interior)? If so what and when?

Estimated Cost: \_\_\_\_\_

8. Attach and Sign Eligibility and Application Requirements Form.

Authorized Representative

\_\_\_\_\_  
Business Owner Signature

\_\_\_\_\_  
Property Owner Signature  
(If different)

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

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

The Façade and Exterior Improvement Grant Program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties in the designated CRA areas are not eligible for CRA funded programs when such funding conflicts with the goals expressed in the CRA Community Redevelopment Master Plan.

**EXHIBIT A**  
**Community Redevelopment Agency (CRA)**  
**Eligibility and Application Requirements Form**

***\*\*Please read and initial beside each application requirement once complete.***

**Step 1: Application Process/Requirements**

\_\_\_\_\_ Meet with CRA Staff to determine if the property/business is eligible for a CRA grant.

\_\_\_\_\_ Complete application and review checklist to ensure all requirements have been met. Incomplete applications will not be accepted. *Please contact CRA Staff with any questions on the application.*

\_\_\_\_\_ Meet with the Community Development Department to determine that the initial review of the project will be in compliance with the Town of Lake Park codes subject to final review during the building permit process.

\_\_\_\_\_  
*Signature of Planning Staff person*

\_\_\_\_\_  
*Meeting Date*

\_\_\_\_\_ Provide a photograph of the property showing the area(s) for improvement.

\_\_\_\_\_ Conceptual design drawing(s) and/or site plan of the proposed improvements. Visual improvements must be shown. If your site plan or application request includes landscaping, the landscaping must be a species and variety of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Lake Park. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.

\_\_\_\_\_ Two (2) bids from licensed contractors. Bids must be typed and contain the following information; contractors license number, name, address, phone number and fax number. Hand written bids will not be accepted.

\_\_\_\_\_ If this is a tenant improvement, a copy of the lease agreement must be provided.

\_\_\_\_\_ If applicable, include a list of jobs to be created and filled, including job descriptions, pay range and a weekly schedule. For current businesses, provide a list of all current positions.

\_\_\_\_\_ If applicable, a copy of a valid Business Tax License with the Town of Lake Park.

\_\_\_\_\_ Submit the Eligibility and Application Requirements Form initialed and signed by applicant.

**If additional information is required to finalize the application, additional time will be required for approval.**



## Step 2: Execution of Grant Agreements and Setting up a Financial Account

\_\_\_\_\_ Following CRA Board approval, CRA Staff will provide the applicant with the following, but not limited to, legal documents for signature. Some documents may be recorded in the public record.

- Grant Agreements
- Promissory Note
- Mortgage and Security
- Guaranty
- Restrictive Covenant

\_\_\_\_\_ A Federal W-9 form and Taxpayer Identification form must be provided for financial documentation and reimbursement purposes.

\_\_\_\_\_ The CRA will require 3 original copies of the Grant Agreement be fully executed. One (1) shall be retained by the applicant.

\_\_\_\_\_ Upon receipt of the executed legal documents, CRA staff will request a Purchase Order be issued which will allow for reimbursement.

## Step 3: Grant Reimbursement Procedures

\_\_\_\_\_ All grant funded improvements must commence prior to 180 days after CRA Board approval and must be substantially complete within 60 days of the grant expiration. Any request for modification of the Grant Agreement must be submitted not less than 60 days prior to the grant expiration in order to be considered by CRA Staff.

\_\_\_\_\_ Grant payments are on a reimbursable basis at the completion of the project. All disbursements of the grant proceeds shall be made as a lump sum payment pending full completion of the project as described in the Grant Agreement.

\_\_\_\_\_ Upon completion of the project, the submission for reimbursement of the grant proceeds must be submitted in an invoice to the CRA and contain the following information:

- Name as provided in the Grant Agreement
- Address
- Reimbursement amount
- Purchase Order Number
- Certificate of Occupancy and documentation establishing payment by the applicant of the total cost of all the improvements
  - Receipts, invoices, cancelled checks and any other documents the CRA may require as proof of payment.
- Digital photos of the completed project

\_\_\_\_\_ The CRA will review the grant reimbursement requires within then (10) business days of submittal of the required documentation and forward it to the Finance Department to process the reimbursement payment. A check will be disbursed within forty-five (45) days of the payment requires to the Finance Department.



**Acknowledgments (Please initial indicating your understanding):**

\_\_\_\_\_ Property to be improved is free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in Lake Park CRA Master Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

\_\_\_\_\_ Completed application(s) shall be initially reviewed by CRA Staff within ten (10) business days. If additional information is required to finalize the application, additional time will be required for approval process.

\_\_\_\_\_ The application must be signed by the property owner authorizing the proposed improvements.

\_\_\_\_\_ Properties that are sold within twenty-four months of receiving grant funding must repay the full amount if it's the property owner applying for the grant.

\_\_\_\_\_ I fully understand the Grant Reimbursement Requirements and Procedures as described within this document.

**I have read and completely understand the program, including the Eligibility and Application requirements and Grant Reimbursement requirements and procedures.**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Applicant Name**

**I authorize the improvements as stated in this application:**

\_\_\_\_\_  
**Property Owner Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Owner Name**



# LAKE PARK CRA

Incentive Program Presentation

Community Redevelopment Agency Board

June 5, 2024



# AGENDA

- ▶ Current CRA Incentives
- ▶ Why Incentives and What should an Incentive Accomplish?
- ▶ Summary of Recommended Programs
- ▶ Incentive Program Details
  - ▶ Façade and Exterior Improvement Program
  - ▶ Paint, Plant and Pave
  - ▶ Real Estate Development Accelerator (REDA)
  - ▶ Commercial Interior Buildout
  - ▶ Strategic Investment Program
  - ▶ Relocation and Development Assistance
  - ▶ Beautify Park Avenue
  - ▶ Grand Opening Assistance





# CURRENT CRA INCENTIVES

- ▶ Economic Development Program



# WHY INCENTIVES AND HOW ARE THEY USED?

1. Encourage redevelopment by:
  - a. Increasing taxable value of property
  - b. Removing/improving visual blight
  - c. Encouraging a healthy business mix that supports redevelopment
  - d. Providing a public benefit:
    - ❑ E.G. Public Greenspace, Art, Public Parking, Affordable Housing, Enhanced Infrastructure, Etc...
2. **Must** be in the Plan (CRA Master Plan)
3. Must contribute to the elimination of slum and blight





# RECOMMENDED INCENTIVE PROGRAMS

1. Façade and Exterior Improvement Program
2. Paint, Plant and Pave Program
3. Commercial Interior Buildout
4. Real Estate Development Accelerator (REDA)
5. Strategic Investment Program
6. Relocation and Development Assistance
7. Grand Opening Assistance
8. Beautify Park Avenue



# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS



## FAÇADE AND EXTERIOR IMPROVEMENT PROGRAM

This grant is available to all properties/businesses in the Lake Park CRA for aesthetic improvements to the exterior of commercial buildings and sites. The grant provides 80% of the project cost up to a maximum CRA grant of \$50,000 depending on the project location.

- ▶ Park Avenue (7<sup>th</sup> St. to 10<sup>th</sup> St.): \$50,000
- ▶ 10<sup>th</sup> Street (Northlake to Silver Beach): \$50,000
- ▶ Industrial Area \$20,000

## GRANT HIGHLIGHTS:

- ❑ Multiple addresses may (upon approval) be included for large frontage with desired uses
- ❑ No Sale of Property within five (5) years



# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS

## PAINT, PLANT & PAVE PROGRAM

Created to provide curb appeal to single-family and multi-family properties in the Lake Park CRA, the CRA will assist with 80% of a project cost up to a maximum of \$10,000 per property for exterior improvements such as pressure cleaning, painting, facade repair, landscaping, awnings, driveways, irrigation systems and fence repair/removal.



## GRANT HIGHLIGHTS:

- ❑ Must be property owner, or have property owner approval
- ❑ Additional requirements for multi-family properties
- ❑ No Sale of Property within five (5) years



# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS

## REAL ESTATE DEVELOPMENT ACCELERATOR (REDA)

Primarily for large scale development projects greater than \$5 million, this incentive can be utilized in the form of land mark-down, infrastructure improvements, Tax Increment Financing or similar types of assistance. Each project is negotiated on an individual basis based on a gap in a development pro forma or level of public benefit provided.



## GRANT HIGHLIGHTS:

- ❑ Each project will require a negotiated development agreement
- ❑ Grant award based on public benefit
- ❑ Agreement will require milestones and offer Protection to the Town/CRA for default





# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS



## COMMERCIAL INTERIOR BUILD OUT

As an incentive for restaurant, brewery, or distillery uses, the CRA will fund 80% of interior build-outs up to \$50,000. Improvements must increase the property value and remain with the property. These improvements could include a grease trap or hood system, bathrooms, HVAC, etc...

## GRANT HIGHLIGHTS:

- ❑ Improvement MUST stay with the building and increase value
- ❑ May be combined with another program (such as Façade) if the project meets a priority use for the CRA
- ❑ Targeted Industry: Restaurant, Brewery, Distillery



# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS

## STRATEGIC INVESTMENT PROGRAM (SIP)

Based on a formula that considers the amount of tax increment generated from each project, commercial and mixed-use projects up to \$5 million may be eligible for funding for interior and exterior improvements to the property or structure. Priority will be given to uses considered as a goal of redevelopment within the CRA, such as restaurants or other desired uses.

### GRANT HIGHLIGHTS:

#### **Step 1: Calculate the increase in property value for the improved property**

- ▶ Future Assessed Property Value **minus (-)** Current Assessed Property Value **equals (=)** Increase in Property Value

**E.G. \$3,000,000 (future) - \$1,000,000 (current) = \$2,000,000**

#### **Step 2: Calculate the estimated TIF (Tax Increment) to the CRA annually**

- ▶ Increase in Property Value **multiplied by (X)** County and Town Millage Rate **Divided by (/) 1,000 multiplied by (X) 95%** = Annual TIF

**E.G. \$2,000,000 (Increase) X 9.84 (current millage) / 1,000 = \$19,680 (ANNUAL TIF)**

#### **Step 3: Multiply the estimated annual TIF by 15 years (remaining life of CRA) = Maximum Grant Amount**

**E.G. \$19,680 X 15 = \$295,200**





# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS

## RELOCATION AND DEVELOPMENT ASSISTANCE

The CRA may assist with relocation and development of certain uses to allow for a more desirable or upgraded use. This program provides the incentives necessary for redevelopment including tenant relocation, acquisition, build out and rehabilitation or renovation of existing properties.

### GRANT HIGHLIGHTS:

- ❑ Allows the CRA Board flexibility to address a multitude of obstacles under one program
- ❑ Ensures property development continues including rehabilitation and renovation of existing buildings
- ❑ Assists existing businesses or tenants relocating to a more suitable location and allow for re-merchandising of vacated space.
- ❑ Assists property owners in obtaining the highest and best use of vacant and semi-occupied properties
- ❑ Helps eliminate slum and blighted properties
- ❑ Attracts private sector investment into the district using CRA owned property as leverage



# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS

## BEAUTIFY LAKE PARK

This is a small administrative grant of up to \$3,000 for facade improvements such as paint, signage, lighting and landscaping for businesses along Park Avenue from 7<sup>th</sup> Street to 10<sup>th</sup> Street and along 10<sup>th</sup> Street.

## GRANT HIGHLIGHTS:

- ▶ Grants approved administratively
- ▶ Simplifies and streamlines process for applicant



# SUMMARY OF RECOMMENDED INCENTIVE PROGRAMS

## Grand Opening Assistance

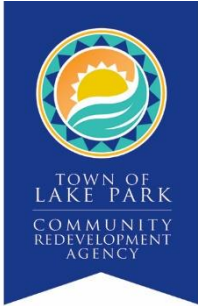
The Lake Park CRA offers assistance to new businesses within the CRA for their “Grand Opening”. This will include an invitation to elected officials, marketing through the town’s social media as well as a ribbon cutting. The business can receive up to \$500 for refreshments or marketing expenses for the event.



THANK YOU!

Q&A





## Community Redevelopment Agency Agenda Request Form

**Meeting Date: May 15, 2024**

**Agenda Item No.**

**Agenda Title: May 1, 2024 Special Call Community Redevelopment Agency Meeting Minutes.**

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

John

Approved by Executive Director 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: 2024.05.20.10:55:34 -04'00'

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

*Laura Weidgans, Deputy Town Clerk*

|                                                           |                                                                                                                                                        |                                                                                                                           |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Originating Department:</b><br><br><b>Agency Clerk</b> | Costs: \$ <b>0.00</b><br>Funding Source:<br>Acct. #<br><input type="checkbox"/> Finance _____                                                          | <b>Attachments:</b><br><b>Meeting Minutes</b><br><b>Exhibit A</b>                                                         |
|                                                           | 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_____<br>or<br>Not applicable in this case <u>LW</u> .<br><b>Please initial one.</b> |

**Recommended Motion: I move to approve the May 1, 2024 Special Call Community Redevelopment Agency Meeting Minutes.**



# Lake Park Town Commission, Florida

## Special Call Community Redevelopment Agency (CRA) Meeting Minutes

Wednesday, May 01, 2024

Immediately Following the Public, Private Partnership (P3) Workshop  
Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

---

|                              |   |                           |
|------------------------------|---|---------------------------|
| <b>Roger Michaud</b>         | — | <b>Chair</b>              |
| <b>Kimberly Glas-Castro</b>  | — | <b>Vice-Chair</b>         |
| <b>Michael Hensley</b>       | — | <b>Agency Member</b>      |
| <b>Carmen Rodriguez</b>      | — | <b>Agency Member</b>      |
| <b>Mary Beth Taylor</b>      | — | <b>Agency Member</b>      |
| <b>Judith Thomas</b>         | — | <b>Agency Member</b>      |
| <b>John O. D'Agostino</b>    | — | <b>Executive Director</b> |
| <b>Thomas J. Baird, Esq.</b> | — | <b>Agency Attorney</b>    |
| <b>Vivian Mendez, MMC</b>    | — | <b>Agency Clerk</b>       |

*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

6:30 P.M.

#### PRESENT

Chair Roger Michaud

Vice-Chair Kimberly Glas-Castro

Board Member Carmen Rodriguez

Board Member Mary-Beth Taylor

Board Member Judith Thomas

Board Member Michael Hensley

#### ABSENT

Board Member Henry Stark



**PLEDGE OF ALLEGIANCE**

The Pledge was bypassed.

**SPECIAL PRESENTATION/REPORT:** None

**PUBLIC COMMENT:** None

**EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:** None

**CONSENT AGENDA:**

1. April 17, 2024 Special Call Community Redevelopment Agency Meeting Minutes  
Motion made to approve the Consent Agenda by Board Member Thomas, Seconded by Board Member Taylor.  
Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Rodriguez, Board Member Taylor, Board Member Thomas, Board Member Hensley.

**NEW BUSINESS:**

2. Resolution to approve an Interlocal Agreement with Palm Beach County for the expansion of the CRA Boundaries.  
CRA Administrator Allison Justice explained the item (Exhibit A). Executive Director D'Agostino provided additional information in regards to getting the consent from the County to expand and the need for new development projects within the CRA which will bring in approximately 1300 additional residential units to the downtown area. He stated that the increase in residential units would allow for sustainability of additional restaurants in the area as well as a possible train station at some point in the future.  
Vice-Chair Glas-Castro clarified that the County would not be contributing to the tax increment but the Town would. Executive Director D'Agostino confirmed this to be correct and informed the Board that most of the development that will occur within the boundary would still be eligible for a match from the County which would be available until 2039. Board Member Thomas asked clarifying questions regarding the language in the Resolution. Attorney Baird clarified that there would only be Town collected dollars which would go into the CRA tax increment fund as it relates only to the expanded areas. Board Member Taylor asked what the advantage is to doing things this way. Mayor Michaud advised that the expansion of Bert

Bostrom Park would go into the CRA which would make a community center possible. Town Attorney Baird explained that this plan would allow for use of CRA money to fund the expansion of the Park instead of General Funds which would be more limited. Board Member Thomas added that there is only 15 years left to capture these funds.

Motion made to approve Resolution to approve an Interlocal Agreement with Palm Beach County for the expansion of the CRA Boundaries by Board Member Thomas, Seconded by Board Member Taylor.

Voting Aye: All.

**AGENCY MEMBER REQUESTS: NONE**

**ADJOURNMENT:**

Motion to Adjourn made by Board Member Hensley, Seconded by Board Member Taylor.

Voting Aye: All.

Meeting adjourned at 6:47 P.M.

**FUTURE MEETING DATE:** The next scheduled Community Redevelopment Agency Meeting will be conducted on June 5, 2024

---

Chair, Roger D. Michaud

Town Seal

---

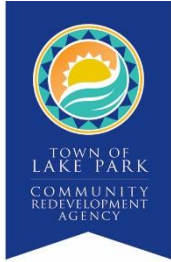
Agency Clerk, Vivian Mendez, MMC

---

Deputy Agency Clerk, Laura Weidgans

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2024





**CRA**  
**Agenda Request Form**

**Meeting Date:** 5/1/24

**Agenda Item No.**

**Agenda Title: Resolution to Approve an Interlocal Agreement with Palm Beach County for the Expansion of the CRA Boundaries.**

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

**Approved by Executive Director:** **Bambi McKibbon-Turner** **Date:** \_\_\_\_\_  
Allison Justice, CRA Administrator  
 Name/Title

Digitally signed by Bambi McKibbon-Turner  
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake  
 Park, ou=Assistant Town Manager/Human  
 Resources Director,  
 email=bturner@lakeparkflorida.gov, c=US  
 Date: 2024.04.26 12:49:08 -04'00'

|                                |                               |                               |
|--------------------------------|-------------------------------|-------------------------------|
| <b>Originating Department:</b> | Costs: \$ <b>Legal Review</b> | <b><u>Attachments:</u></b>    |
| <b>Executive Director</b>      | Funding Source: Legal         | ➔ <b>Resolution</b>           |
|                                | Acct. # 110                   | ➔ <b>Interlocal Agreement</b> |
|                                | [ ] Finance _____             |                               |

**Summary Explanation/Background:**

In 2022/2023, the CRA Board approved both a Finding of Necessity to expand the boundaries of the CRA as well as an updated CRA Master Plan. Since this time, the CRA/Town has been in communication with Palm Beach County regarding the approvals of these plans as well as the negotiations of a new Interlocal Agreement between the Town, the CRA and the County.

Throughout the discussions with the County, the Town agreed that no additional tax increment revenues would be requested from the County within the expansion area as part of this approval. The main goal of the expansion would be to use current tax increment within the original CRA to spur development within the expansion areas. Tax increment revenues for the expansion area will be provided by the Town, but not the County.

When the CRA updated the Plan in 2010, the Sunset date of the CRA was established at 2039, which is 30 years from that approval. The sunset date for both the Original CRA as well as the expansion area will still be 2039.

The item before you includes the negotiated Interlocal Agreement with Palm Beach County. Once the CRA and the Town approve this agreement, the County will put this on the Board of County Commissioners (BCC) agenda for consideration. The CRA is hopeful the approvals will be in place well prior to the adoption of the FY24/25 budget.

**Recommended Motion:** I move to approve Resolution \_\_\_\_-05-24





**CRA**  
**Agenda Request Form**

**Meeting Date: June 5, 2024**

**Agenda Item No.**

**Agenda Title: Resolution Authorizing and Directing the Chair to Execute a Second Amendment to the Agreement with Vincent and Sons Landscaping, Inc., for the Provision of Professional Landscape Maintenance Services within the Boundaries of the Community Redevelopment Agency**

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

**Approved by Executive Director:** 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.g  
ov, c=US  
Date: 2024.05.28 12:02:47 -04'00' **Date:** \_\_\_\_\_

Allison Justice, CRA Administrator

Name/Title

|                                                                 |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                       |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Originating Department:</b><br><br><b>Executive Director</b> | Costs: \$ <b>99,257</b><br>Funding Source: CRA<br>Contractual Services<br>Acct. # 110-55-552-550-34000<br>[ ] Finance <u>Barbara A. Gould</u> <small>Digitally signed by Barbara A. Gould<br/>DN: cn=Barbara A. Gould, o=Town of Lake Park,<br/>ou=Finance Dept,<br/>email=bgould@lakeparkflorida.gov, c=US<br/>Date: 2024.05.24 12:05:02 -0400</small> | <b><u>Attachments:</u></b><br>➔ <b>Resolution</b><br>➔ <b>Amendment to the Contract</b><br>➔ <b>Original Contract</b> |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

**Summary Explanation/Background:**

On June 3, 2020, the Community Redevelopment Agency (CRA) entered into a three-year agreement with Vincent and Sons Landscaping, Inc., to provide landscape maintenance services for areas within the CRA boundaries (Resolution 38-06-20). Furthermore, the agreement allows for two optional one-year contract extensions, exercisable at the CRA Board's discretion. The landscape services agreement was renewed on April 19, 2023 in the second amendment and is set to expire on June 3, 2024.

The CRA Administrator has recommended that the contract be extended and has asked for updated pricing to include the maintenance of the recently completed Pocket Park on 7th. The Contractor has agreed to provide the landscape services, including the terms, conditions, and specifications of the original agreement, for a total annual cost of \$99,257.00, which represents an increase of just 4.19% percent, including an additional \$400 per month to maintain the pocket park.

**Recommended Motion:**

I move to adopt Resolution \_\_\_\_\_ .



**RESOLUTION 36-06-24**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH VINCENT AND SONS LANDSCAPING, INC., AUTHORIZING ADDITIONAL PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED WITHIN THE COMMUNITY REDEVELOPMENT AGENCY BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Park Community Redevelopment Agency (“CRA”) is an independent local government agency that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts in the CRA area, which encompasses the heart of the of the Town of Lake Park’s historic main street (Park Avenue) and core of neighborhood-serving retail, food and beverage establishments and industrial uses; and

**WHEREAS**, the CRA is enabled to enter into contracts for the provision of goods and/or services and is responsible for the additional maintenance and upkeep of landscaping within the public rights-of-way located within the CRA boundaries, and requires a contractor to provide the needed landscape maintenance services; and

**WHEREAS**, on June 3, 2020 Vincent and Sons Landscaping, Inc., (Contractor) and the CRA entered into a three-year agreement for the provision of professional landscape maintenance services for the CRA Downtown District; and

**WHEREAS**, the CRA and Contractor have previously executed and amendment to this agreement; and

**WHEREAS**, the Agreement Amended on April 19, 2023 is set to expire on June 3, 2024; and

**WHEREAS**, contractually, there allows for one additional one-year extension of the original contract; and

**WHEREAS**, in May 2024 a Pocket Park was opened by the CRA for public use and requires professional landscape maintenance services; and

**WHEREAS**, the annual cost for the additional landscape maintenance services at the Pocket Park total \$4,800; and

**WHEREAS**, the Executive Director has determined that it is in the best interest of the CRA to amend the contract with the Contractor, for the provision of additional professional landscape maintenance services as needed by the CRA.

**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 true and correct and are incorporated herein.

**Section 2.** The CRA Board hereby authorizes and directs the Board Chair and the Executive Director to amend the contract with the Contractor for the provision of additional professional landscape maintenance services to the CRA, a copy of which is attached hereto and incorporated herein by reference.

**Section 3.** This Resolution shall become effective immediately upon adoption.



**LAKE PARK CRA**  
**DOWNTOWN LANDSCAPE MAINTENANCE**

Item 4.

**SCHEDULE OF BID ITEMS**  
**TOWN PROJECT NO. 104-2020**  
**FIRST ONE-YEAR EXTENSION**

The following 'Base Bid' and 'Alternate' Items represent One-Year of Work. In the event extended pricing conflicts with the unit pricing, unit pricing will be used for analysis of bid.

**BASE BID**

| ITEM NO. | ITEM DESCRIPTION                                                                                                                                                                                 | UNIT                                                               | QUANTITY                                                                                    | TOTAL PRICE |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------|
| 1.       | Indemnification                                                                                                                                                                                  | Yr.                                                                | One                                                                                         | \$100.00    |
| 2.       | Litter pick-up and disposal; Send monthly report to Public Works with the invoice.                                                                                                               | Per event                                                          | 52                                                                                          | \$2700.00   |
| 3.       | Supply labor, equipment, and material to maintain turf areas and ornamental hedges.                                                                                                              | Per event                                                          | 42                                                                                          | \$23400.00  |
| 4.       | Operate and inspect irrigation system. Repair damages. Repairs to be completed by licensed technician.                                                                                           | Per event                                                          | 42                                                                                          | \$7200.00   |
| 5.       | Provide Maintenance of Traffic (M.O.T.) for 10 <sup>th</sup> Street median maintenance work.                                                                                                     | Per event                                                          | 42                                                                                          | \$1992.00   |
| 6.       | Prune Ficus hedges; Maintain height at six feet, maximum (unless otherwise noted).                                                                                                               | 2,768 L.F.                                                         | \$__184____<br>(L.S.) times 12 events per yr.                                               | \$1472.00   |
| 7.       | Supply labor, equipment, and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.                                                                                      | 2,768 L.F.                                                         | \$__184____<br>(L.S.) times 2 events per yr.                                                | \$368.00    |
| 8.       | Supply labor, equipment, and material to treat Ficus hedges with a liquid spray White Fly pesticide.                                                                                             | 14,000 S.F.                                                        | 582 L.S.                                                                                    | \$552.00    |
| 9.       | Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.                                                                                                            | 35,757 Square Feet                                                 | \$_276_____<br>(L.S.) times 2 events per yr.                                                | \$552.00    |
| 10.      | Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.                                                                                    | L.S.                                                               | \$_276_____<br>times 2 events per yr.                                                       | \$552.00    |
| 11.      | Supply labor, equipment, and material to fertilize palm trees with minimum of five, micro-nutrient fertilizer spikes each.                                                                       | Per 100 Trees                                                      | _1800_____<br>(per event).                                                                  | \$3600.00   |
| 12.      | Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas (Note: dollar amount to be filled in the 'quantity' column is the labor cost per square foot) | Labor plus materials (Use \$3.40 per sq. ft. for material budget.) | \$_1.00____<br>(labor rate + \$3.40 per sq. ft.) times 1,401 sq. ft. times 2 events per yr. | \$11095.00  |

**BASE BID (cont.)**

Item 4.

| ITEM NO. | ITEM DESCRIPTION                                                                                                                                                                                                           | UNIT                                                               | QUANTITY                                                                              | TOTAL PRICE |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------|
| 13.      | Supply labor, equipment, and material to place two inches of mulch in designated areas                                                                                                                                     | Labor plus materials (Use \$0.40 per sq. ft. for material budget.) | \$__1____<br>(labor rate + \$0.40 per sq. ft.) times 3,219 sq. ft.; One event per yr. | \$4506.00   |
| 14.      | Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25'high (Trim one-third of all trees each year of the three year contract).                                                     | Each                                                               | __41.00 times 33 trees per yr.                                                        | \$1362.00   |
| 15.      | Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25'high (Trim one-third of all trees each year of the three year contract). Include cost for Maintenance of Traffic (M.O.T.) | Each                                                               | __58.50 times 80 trees per yr.                                                        | \$4680.00   |
|          |                                                                                                                                                                                                                            |                                                                    |                                                                                       |             |

**TOWN GREENE**

| ITEM NO. | ITEM DESCRIPTION                                                                                              | UNIT               | QUANTITY                                 | TOTAL PRICE |
|----------|---------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------|-------------|
| 16.      | Litter pick-up and disposal; Send monthly report to Public Works with the invoice.                            | Per event          | 52                                       | \$2152.00   |
| 17.      | Operate and inspect irrigation system. Repair damages.                                                        | Per event          | 52                                       | \$3348.00   |
| 18.      | Supply labor, equipment, and material to maintain turf areas and ornamental hedges.                           | Per event          | 30                                       | \$5520.00   |
| 19.      | Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.                         | 21,430 Square Feet | \$__165 (L.S.) times 2 events per yr.    | \$330.00    |
| 20.      | Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer. | 708 L.F.           | \$__69____ (L.S.) times 2 events per yr. | \$138.00    |

**CRA MUNICIPAL PARKING LOT**

| ITEM NO. | ITEM DESCRIPTION                                                                                                                                                       | UNIT      | QUANTITY | TOTAL PRICE |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------|
| 21       | Supply labor, equipment, and material to maintain turf areas and ornamental hedges. Litter pick-up and disposal; Send monthly report to Public Works with the invoice. | Per event | 42       | \$10,500.00 |
| 22       | Operate and inspect irrigation system. Repair damages.                                                                                                                 | Per event | 42       | \$4200.00   |
| 23       | Supply labor, equipment, and material to trim and detail trees and ornamental hedges.                                                                                  | Per event | 12       | \$1000.00   |
| 24       | Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.                                                                                  | Per event | 4        | \$250.00    |
| 25       | Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.                                                          | Per event | 4        | \$250.00    |
| 26       | Supply labor and equipment to pressure clean sidewalks.                                                                                                                | Per event | 4        | \$3200.00   |



**NOTE:** All work to be performed as detailed in ‘Specific Landscaping Duties-Frequency’ in the “Scope of Work” section of ITB. Item 4. nical

**TOTAL BID ITEMS 1 THRU 26**

**SUB-TOTAL: \$94,467.00**

**WRITTEN AMOUNT: \$ Ninety four thousand four hundred sixty seven Dollars**

-----

**UNIT PRICES**

| ITEM NO. | ITEM DESCRIPTION      | UNIT   | QUANTITY | TOTAL PRICE |
|----------|-----------------------|--------|----------|-------------|
| 1.       | Irrigation Technician | Hourly | 1        | \$90.00     |
| 2.       | Laborer               | Hourly | 1        | \$65.00     |
| 3.       | Arborist              | Hourly | 1        | \$300.00    |
| 4.       | Landscape Architect   | Hourly | 1        | \$500.00    |

**Submitted by: David Vincent Pres**

**Name of firm: Vincent and sons Landscaping, Inc.**

**Tel. # 877-809-1714 Local- 561-888-1340**

Vincent & Sons Landscaping, Inc  
DBA: V&S Landscaping  
PO Box 20605  
West Palm Beach, FL 33416 US  
office@100pmh.com  
100pmh.com



Item 4.

## Estimate

### ADDRESS

Paula LeBlanc  
Town Of Lake Park  
Public Works Department  
650 Old Dixie Hwy  
Lake Park, FL 33403-3006  
Palm Beach County

ESTIMATE # 1267

DATE 05/09/2024

### LOCATION

7th & Foresteria

| ACTIVITY                                                                                                                                                                                                                                                          | QTY | RATE   | AMOUNT   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|----------|
| <b>Landscape Maintenance</b><br>New area corner of 7th & Foresteria<br>landscape services per current<br>contract                                                                                                                                                 | 0   | 0.00   | 0.00     |
| <b>Landscaping: Landscape</b><br>Per specs, additional monthly price                                                                                                                                                                                              | 12  | 400.00 | 4,800.00 |
| <b>INCLUDED IN CONTRACT<br/>(AGREEMENT)</b><br>Litter pick-up and disposal; Send<br>monthly report to Public Works with<br>the invoice.                                                                                                                           | 1   | 0.00   | 0.00     |
| <b>INCLUDED IN CONTRACT<br/>(AGREEMENT)</b><br>Operate and inspect irrigation system.<br>Repair damages.                                                                                                                                                          | 1   | 0.00   | 0.00     |
| <b>INCLUDED IN CONTRACT<br/>(AGREEMENT)</b><br>Supply labor, equipment, and material<br>to maintain turf areas and ornamental<br>hedges.                                                                                                                          | 1   | 0.00   | 0.00     |
| <b>INCLUDED IN CONTRACT<br/>(AGREEMENT)</b><br>Supply labor and equipment to fertilize<br>all turf areas with Town supplied<br>fertilizer.<br>Supply labor and equipment to fertilize<br>all ornamental hedges and ground<br>cover with Town supplied fertilizer. | 1   | 0.00   | 0.00     |



TOTAL \$4,800.00

Accepted By

Accepted Date

**RESOLUTION NO. 38-06-20**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING THE CONTRACT BETWEEN THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AND VINCENT AND SONS LANDSCAPING, INC. FOR THE PROVISION OF PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED WITHIN THE COMMUNITY REDEVELOPMENT AGENCY BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Park Community Redevelopment Agency (“CRA”) is an independent local government agency that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts in the CRA area, which encompasses the heart of the of the Town of Lake Park’s historic main street (Park Avenue) and core of neighborhood-serving retail, food and beverage establishments and industrial uses; and

**WHEREAS**, the CRA is enabled to enter into contracts for the provision of goods and/or services and is responsible for the maintenance and upkeep of landscaping within the public rights-of-way located within the CRA boundaries, and requires a contractor to provide the needed landscape maintenance services; and

**WHEREAS**, the CRA solicited via Invitation-to-Bid No. 104-2020 qualified professional landscape maintenance contractors to provide the CRA with landscape maintenance services; and

**WHEREAS**, in its bid dated March 10, 2020, the landscape maintenance firm of Vincent and Sons Landscaping, Inc.(the “Contractor”) represented that it is qualified, able, and willing to provide the CRA with landscaping maintenance services as required, and the Contractor’s bid was found by CRA staff to be fully responsive and responsible to all requirements; and

**WHEREAS**, the Contractor and CRA desire to enter into a three-year agreement for the provision of professional landscape services as specified within Invitation-to-Bid No. 104-2020, with two, optional one-year contract extensions exercisable at the CRA Board’s sole discretion; and

**WHEREAS**, the cost for the first year of services shall be \$84,849.00, with the cost for the second and third years being \$72,109.00 each; and

**WHEREAS**, the CRA Board has determined that it is in the best interest of the CRA to enter into a contract with the Contractor, for the provision of professional landscape maintenance services as needed by the CRA. A copy of such contract is attached hereto and incorporated herein as **Exhibit A**.

**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 true and correct and are incorporated herein.

**Section 2.** The CRA Board hereby authorizes and directs the Board Chair and the Executive Director to execute the contract with Vincent and Sons Landscaping, Inc. for the provision of professional landscape maintenance services to the CRA, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

**Section 3.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Board Member Michaud who moved its adoption. The motion was seconded by Vice-Chair Glas-Castro and upon being put to a roll call vote, the vote was as follows:


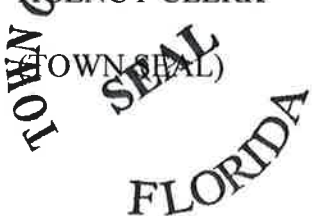
|                                   | AYE           | NAY       |
|-----------------------------------|---------------|-----------|
| CHAIR MICHAEL O'ROURKE            | <u>/</u>      | <u>  </u> |
| VICE-CHAIR KIMBERLY GLAS-CASTRO   | <u>/</u>      | <u>  </u> |
| BOARD MEMBER ERIN FLAHERTY        | <u>Absent</u> | <u>  </u> |
| BOARD MEMBER JOHN LINDEN          | <u>/</u>      | <u>  </u> |
| BOARD MEMBER ROGER MICHAUD        | <u>/</u>      | <u>  </u> |
| BOARD MEMBER CHRISTIANE FRANCOIS  | <u>/</u>      | <u>  </u> |
| BOARD MEMBER RHONDA "JO" BROCKMAN | <u>/</u>      | <u>  </u> |

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 38-06-20 duly passed and adopted this 3 day of June, 2020.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
CHAIR

ATTEST:

  
VIVIAN MENDEZ  
AGENCY CLERK  


Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
AGENCY ATTORNEY

**Contract Agreement**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**Lake Park Community Redevelopment Agency**  
**Downtown Landscape Maintenance**  
**TOWN OF LAKE PARK COMMUNITY DEVELOPMENT AGENCY**  
**TOWN BID NO. 104-2020**

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, 535 PARK AVENUE, LAKE PARK, FLORIDA, 33403 ("Owner") and VINCENT AND SONS LANDSCAPING, INC., PO BOX 20605, WEST PALM BEACH, FLORIDA 33416 ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town Community Redevelopment Agency's Invitation For Bid No. 104-2020.

All terms, conditions, plans and specifications of Town Bid No. 104-2020, any Addenda, and Contractor's accepted bid, dated March 10, 2020 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$84,849.95 for the first of the three years the contract is in effect, which is the Base Bid plus the addition of Alternate 1 and the Initial Maintenance Event. The total contract amount shall be \$72,109.95 for the second and third years, which is the Base Bid plus the addition of Alternate 1. Additionally, any services to be rendered by Contractor to Owner for Irrigation Technician, Laborer, Arborist, or Landscape Architect while contract is in effect shall be provided at the rates indicated in the Contractor's accepted bid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 3 day of June, 2020; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

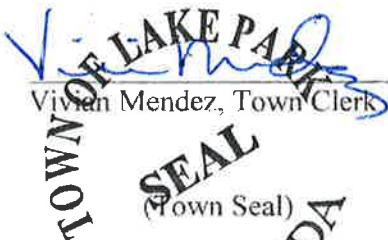
Attest:

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

Michael O'Rourke, Mayor

5 day of June, 2020

Vivian Mendez, Town Clerk



Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

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

Thomas Baird, Town Attorney

5<sup>th</sup> day of June, 2020



AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Item 4.

Contractor:

Vincent and Sons Landscaping, Inc.

Name of Contractor

Andrew Suglio

Signature

Andrew Suglio, Business Development

Name, Title

6 day of April, 2020

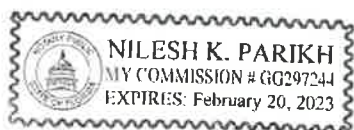
(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF Palm Beach )

Sworn to and subscribed before me this 6 day of April, 2020 by

Andrew Suglio who (check one) [ ] is personally known to me or [X] has  
produced F.D.L. as identification.



Vincent Ban  
Notary Public, State of Florida

NILESH PARIKH

Print or Type Name of Notary Public

My commission expires: 02/20/2023

END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR



Public Works  
Department

March 17, 2020

## NOTICE OF INTENT TO AWARD

ITB 104-2020 – Lake Park CRA Downtown Landscape Maintenance

To All Interested Parties,

Thank you for submitting your response to ITB 104-2020, Lake Park CRA Downtown Landscape Maintenance, dated March 10, 2020. The Town received five (5) responses total, with only two (2) of those responses being completely responsive and responsible bids.

Upon review, the following bidders were found to have submitted **fully responsive bids**:

1. Vincent and Sons Landscaping, Inc.
2. Chris Wayne and Associates

The following bidders' submittals were **not** fully responsive:

1. Terracon Services
2. Alligator Landscaping, Inc.
3. Precision Landscape

Attached to this notice is a complete bid tabulation, with a responsiveness checklist for each bid received. Any errors in price extensions have been addressed in the bid tabulation (in "yellow"). Of the two responsive bids received, the lowest bid was from the firm of Vincent and Sons Landscaping, Inc. We announce our intent to award a contract to:

Vincent and Sons Landscaping, Inc.  
PO Box 20605  
West Palm Beach, FL 33416

Award will be made at a CRA Board meeting in mid-2020, in expectation of an October 1, 2020 start date. 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,

Richard Scherle, MPA  
Public Works Director

ATTACHED – Bid Tabulation for ITB 106-2019  
ATTACHED – Responsiveness checklist for each bidder

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

**LAKE PARK CRA  
DOWNTOWN LANDSCAPE MAINTENANCE  
SCHEDULE OF BID ITEMS  
TOWN PROJECT NO. 104-2020**

| BASE BID                          |                                                                                                                                                                                                                            |                                                                   |                                                                                       |                                                |                                    |                                         |                                 |                                              |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------|-----------------------------------------|---------------------------------|----------------------------------------------|
| ITEM NO.                          | ITEM DESCRIPTION                                                                                                                                                                                                           | UNIT                                                              | QUANTITY                                                                              | Vincent and Sons Landscaping, Inc. TOTAL PRICE | Terrace Services, Inc. TOTAL PRICE | Alligator Landscaping, Inc. TOTAL PRICE | Precision Landscape TOTAL PRICE | Chris Wayne and Associates, Inc. TOTAL PRICE |
| 1                                 | Indemnification                                                                                                                                                                                                            | Yr.                                                               | One                                                                                   | \$100.00                                       | \$100.00                           | \$100.00                                | \$100.00                        | \$100.00                                     |
| 2                                 | Litter pick-up and disposal. Send monthly report to Public Works with invoice.                                                                                                                                             | Per event                                                         | 52                                                                                    | \$2,700.00                                     | \$2,820.00                         | \$2,820.00                              | \$3,090.00                      | \$1,500.00                                   |
| 3                                 | Supply labor, equipment, and material to maintain hedges and ornamental hedges.                                                                                                                                            | Per event                                                         | 42                                                                                    | \$23,400.00                                    | \$26,536.00                        | \$21,440.00                             | \$26,780.00                     | \$43,580.00                                  |
| 4                                 | Operate and inspect irrigation system. Repair damages. Repairs to be completed by licensed technician.                                                                                                                     | Per event                                                         | 42                                                                                    | \$7,200.00                                     | \$8,000.00                         | \$7,520.00                              | \$8,240.00                      | \$7,800.00                                   |
| 5                                 | Provide Maintenance of Traffic (M.O.T.) for 10 <sup>th</sup> Street median maintenance work.                                                                                                                               | Per event                                                         | 42                                                                                    | \$1,992.00                                     | \$1,880.00                         | \$1,880.00                              | \$2,060.00                      | \$0.00                                       |
| 6                                 | Prune Ficus hedges; Maintain height at six feet, maximum (unless otherwise noted).                                                                                                                                         | 2,768 L.F.                                                        | \$ _____ (L.S.) times 12 events per yr.                                               | \$2,200.00                                     | \$2,400.00                         | \$7,800.00                              | \$2,472.00                      | \$10,800.00                                  |
| 7                                 | Supply labor, equipment, and materials to treat Ficus hedges with a granular, systemic White Fly pesticide.                                                                                                                | 2,768 L.F.                                                        | \$ _____ (L.S.) times 2 events per yr.                                                | \$368.00                                       | \$376.00                           | \$500.00                                | \$412.00                        | \$1,000.00                                   |
| 8                                 | Supply labor, equipment, and material to treat Ficus hedges with a liquid spray White Fly pesticide.                                                                                                                       | 14,000 S.F.                                                       | L.S.                                                                                  | \$552.00                                       | \$1,128.00                         | \$700.00                                | \$618.00                        | \$3,200.00                                   |
| 9                                 | Supply labor and equipment to fertilize all not areas with Town supplied fertilizer.                                                                                                                                       | 15,757 Square Feet                                                | \$ _____ (L.S.) times 2 events per yr.                                                | \$552.00                                       | \$526.00                           | \$700.00                                | \$576.80                        | \$800.00                                     |
| 10                                | Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.                                                                                                              | L.S.                                                              | \$ _____ times 2 events per yr.                                                       | \$552.00                                       | \$540.00                           | \$750.00                                | \$618.00                        | \$800.00                                     |
| 11                                | Supply labor, equipment, and material to fertilize palm trees with minimum of five, micro-nutrient fertilizer applied each.                                                                                                | Per 100 Trees                                                     | _____ (per event)                                                                     | \$800.00                                       | \$1,800.00                         | \$1,000.00                              | \$1,696.41                      | \$2,000.00                                   |
| 12                                | Supply labor, equipment, and material to place annuals and two inches of mulch in designated areas (Note: dollar amount to be filled in the 'quantity' column is the labor cost per square foot)                           | Labor plus materials (Use \$3.40 per sq. ft. for material budget) | \$ _____ (labor rate + \$3.40 per sq. ft.) times 1,204 sq. ft. times 2 events per yr. | \$11,067.90                                    | \$9,947.10                         | \$11,908.50                             | \$12,698.66                     | \$10,227.30                                  |
| BASE BID (cont.)                  |                                                                                                                                                                                                                            |                                                                   |                                                                                       |                                                |                                    |                                         |                                 |                                              |
| ITEM NO.                          | ITEM DESCRIPTION                                                                                                                                                                                                           | UNIT                                                              | QUANTITY                                                                              | Vincent and Sons Landscaping, Inc. TOTAL PRICE | Terrace Services, Inc. TOTAL PRICE | Alligator Landscaping, Inc. TOTAL PRICE | Precision Landscape TOTAL PRICE | Chris Wayne and Associates, Inc. TOTAL PRICE |
| 13                                | Supply labor, equipment, and material to place two inches of mulch in designated areas                                                                                                                                     | Labor plus materials (Use \$0.40 per sq. ft. for material budget) | \$ _____ (labor rate + \$0.40 per sq. ft.) times 1,219 sq. ft.; One event per yr.     | \$3,058.05                                     | \$3,862.00                         | \$4,023.75                              | \$9,283.60                      | \$2,092.35                                   |
| 14                                | Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree less than 25' high (Trim one-third of all trees each year of the three year contract)                                                     | Each                                                              | _____ times 33 trees per yr.                                                          | \$1,386.00                                     | \$1,221.00                         | \$1,155.00                              | \$1,529.55                      | \$1,155.00                                   |
| 15                                | Supply labor and equipment to trim palm tree and/or thin and lift deciduous tree greater than 25' high (Trim one-third of all trees each year of the three year contract) Include cost for Maintenance of Traffic (M.O.T.) | Each                                                              | _____ times 80 trees per yr.                                                          | \$4,680.00                                     | \$5,040.00                         | \$4,800.00                              | \$5,356.00                      | \$4,800.00                                   |
| <b>TOTAL BID ITEMS 1 THRU 15.</b> |                                                                                                                                                                                                                            |                                                                   |                                                                                       | <b>\$60,615.95</b>                             | <b>\$66,176.90</b>                 | <b>\$70,097.15</b>                      | <b>\$75,531.02</b>              | <b>\$89,054.65</b>                           |



| ITEM NO.                                        | ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | UNIT               | QUANTITY                              | Vincent and Sons Landscaping, Inc. TOTAL PRICE | Terracan Services, Inc. TOTAL PRICE | Alligator Landscaping, Inc. TOTAL PRICE | Precision Landscape TOTAL PRICE | Chris Wayne and Associates, Inc. TOTAL PRICE |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------|------------------------------------------------|-------------------------------------|-----------------------------------------|---------------------------------|----------------------------------------------|
| 1A                                              | Liner pick-up and disposal; Send monthly report to Public Works with invoice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Per event          | 52                                    | \$2,158.00                                     | \$2,080.00                          | \$1,120.00                              | \$2,410.20                      | \$260.00                                     |
| 2A                                              | Operate and inspect irrigation system. Repair damages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Per event          | 52                                    | \$3,348.00                                     | \$3,640.00                          | \$1,120.00                              | \$3,749.20                      | \$1,000.00                                   |
| 3A                                              | Supply labor, equipment, and material to maintain hedges and ornamental hedges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Per event          | 10                                    | \$5,520.00                                     | \$5,400.00                          | \$6,600.00                              | \$6,180.00                      | \$1,000.00                                   |
| 4A                                              | Supply labor and equipment to fertilize all turf areas with Town supplied fertilizer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 21,430 Square Feet | 5 _____ (L.S.) times 2 events per yr. | \$330.00                                       | \$302.40                            | \$300.00                                | \$346.08                        | \$100.00                                     |
| 5A                                              | Supply labor and equipment to fertilize all ornamental hedges and ground cover with Town supplied fertilizer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 702 L.F.           | 5 _____ (L.S.) times 2 events per yr. | \$138.00                                       | \$126.00                            | \$120.00                                | \$144.20                        | \$100.00                                     |
| <b>TOTAL BID ITEMS 1A THRU 5A.</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       | <b>\$11,494.00</b>                             | <b>\$11,548.40</b>                  | <b>\$11,260.00</b>                      | <b>\$12,829.68</b>              | <b>\$2,460.00</b>                            |
| <b>TOTAL BID ITEMS: BASE BID + ALTERNATE(S)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       | <b>\$72,109.95</b>                             | <b>\$77,725.30</b>                  | <b>\$83,357.25</b>                      | <b>\$88,360.70</b>              | <b>\$92,314.65</b>                           |
| INITIAL MAINTENANCE EVENT                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       | Vincent and Sons Landscaping, Inc. TOTAL PRICE | Terracan Services, Inc. TOTAL PRICE | Alligator Landscaping, Inc. TOTAL PRICE | Precision Landscape TOTAL PRICE | Chris Wayne and Associates, Inc. TOTAL PRICE |
| 1                                               | Mobilization and registration w/ Town                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | L.S.               | One                                   |                                                | \$200.00                            | \$100.00                                | \$100.00                        | \$200.00                                     |
| 2                                               | Initial litter collection & disposal, turf cut, riring (trimming, edging, and power blow); Prune/hedge all ornamentals; Edge, weed, and rake beds; Remove and dispose of all overgrowth, dead vegetation and debris; Provide labor and material to fertilize palm trees; Provide labor to place Town provided turf and ornamental fertilizer; Apply granular, systemic type White Fly insecticide to Ficus hedges; Mulech all beds. All work to be performed as detailed in "Specific Landscaping Duties" in the "Scope of Work / Technical Specifications" section of the contract documents. | Job                | One                                   | \$12,150.00                                    | \$12,379.84                         | \$8,208.68                              | \$17,958.00                     | \$9,413.00                                   |
| 3                                               | Provide list of plant material and palm trees needed for future resets (this information will be used for budgeting purposes).                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Job                | One                                   | \$590.00                                       | \$600.00                            |                                         | \$316.00                        | \$10,341.00                                  |
| <b>TOTAL BID ITEMS 1 THRU 3</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       | <b>\$12,740.00</b>                             | <b>\$13,179.84</b>                  | <b>\$8,308.68</b>                       | <b>\$18,374.00</b>              | <b>\$19,954.00</b>                           |
| UNIT PRICES                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       |                                                |                                     |                                         |                                 |                                              |
| ITEM NO.                                        | ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | UNIT               | QUANTITY                              | Vincent and Sons Landscaping, Inc. TOTAL PRICE | Terracan Services, Inc. TOTAL PRICE | Alligator Landscaping, Inc. TOTAL PRICE | Precision Landscape TOTAL PRICE | Chris Wayne and Associates, Inc. TOTAL PRICE |
| 1                                               | Irrigation Technician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Hourly             | 1                                     | \$65.00                                        | \$10.00                             | \$60.00                                 | \$55.00                         | \$60.00                                      |
| 2                                               | Laborer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Hourly             | 1                                     | \$30.00                                        | \$40.00                             | \$35.00                                 | \$25.00                         | \$40.00                                      |
| 3                                               | Arboret                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Hourly             | 1                                     | \$80.00                                        | \$65.00                             | \$60.00                                 | \$95.00                         | \$60.00                                      |
| 4                                               | Landscape Architect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Hourly             | 1                                     | \$75.00                                        | \$150.00                            | \$90.00                                 |                                 | \$150.00                                     |
| <b>TOTAL Unit Prices /Hr</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       | <b>\$250.00</b>                                | <b>\$295.00</b>                     | <b>\$245.00</b>                         | <b>\$175.00</b>                 | <b>\$310.00</b>                              |
| <b>Grand Total</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       | <b>\$85,099.95</b>                             | <b>\$91,200.14</b>                  | <b>\$91,910.93</b>                      | <b>\$106,909.70</b>             | <b>\$112,578.65</b>                          |

## ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

**SUBMITTAL CHECKLIST for RESPONSIVENESS**

**NAME OF BIDDER:** Vincent and Sons Landscaping, Inc.

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

Acknowledgement of Addenda Form:

✓

Bid Submittal Signature Page (Signed):

✓

Conflict of Interest Disclosure Form (Signed):

✓

Notification of Public Entity Crimes Law (Signed):

✓

Drug-free Workplace Form (Signed):

✓

Non-Collusion Affidavit (Signed):

✓

Truth-in-Negotiation Certificate (Signed):

✓

Schedule of Bid Items (Fully completed and signed):

✓

List of References (minimum of three included):

✓

Anti-Kickback Affidavit (signed):

✓

List of Subcontractors:

✓

Certificate of Insurance:

✓

Bid Bond (5% minimum):

✓

Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "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"):

✓

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

\_\_\_\_\_✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

\_\_\_\_\_✓

BUSINESS TAX RECEIPT:

\_\_\_\_\_✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

\_\_\_\_\_✓

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES \_\_\_\_\_✓

NO \_\_\_\_\_

NAME OF TOWN REVIEWER:

Mitch Abdelmenem

DEPARTMENTAL APPROVAL:

M. Schulte



## ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

**SUBMITTAL CHECKLIST for RESPONSIVENESS****NAME OF BIDDER:** Terracon Services, Inc.

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

|                                                     |          |
|-----------------------------------------------------|----------|
| Acknowledgement of Addenda Form:                    | <u>✓</u> |
| Bid Submittal Signature Page (Signed):              | <u>✓</u> |
| Conflict of Interest Disclosure Form (Signed):      | <u>✓</u> |
| Notification of Public Entity Crimes Law (Signed):  | <u>✓</u> |
| Drug-free Workplace Form (Signed):                  | <u>✓</u> |
| Non-Collusion Affidavit (Signed):                   | <u>✓</u> |
| Truth-in-Negotiation Certificate (Signed):          | <u>✓</u> |
| Schedule of Bid Items (Fully completed and signed): | <u>✓</u> |
| List of References (minimum of three included):     | <u>✓</u> |
| Anti-Kickback Affidavit (signed):                   | <u>✓</u> |
| List of Subcontractors:                             | <u>✓</u> |
| Certificate of Insurance:                           | <u>✓</u> |
| Bid Bond (5% minimum):                              | <u>✓</u> |

Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "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"):

✓

Reviewer note: Bidder did not include specific language as instructed in bid package

Review Item 4.  
\* not included

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION: \_\_\_\_\_

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida: \_\_\_\_\_

BUSINESS TAX RECEIPT: \_\_\_\_\_

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County): \_\_\_\_\_

\* not included

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES \_\_\_\_\_

NO \_\_\_\_\_

NAME OF TOWN REVIEWER: Mitch Apalmeris

DEPARTMENTAL APPROVAL: PL shen

## ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

SUBMITTAL CHECKLIST for RESPONSIVENESS

NAME OF BIDDER: Alligator Landscaping, Inc.

A "check mark" next to each required item indicates the item was CONFIRMED as included in bid submittal. All items indicated MUST be included:

Acknowledgement of Addenda Form:

✓

Bid Submittal Signature Page (Signed):

✓

Conflict of Interest Disclosure Form (Signed):

✓

Notification of Public Entity Crimes Law (Signed):

✓

Drug-free Workplace Form (Signed):

✓

Non-Collusion Affidavit (Signed):

✓

Truth-in-Negotiation Certificate (Signed):

✓

Schedule of Bid Items (Fully completed and signed):

✓

List of References (minimum of three included):

✓

Anti-Kickback Affidavit (signed):

✓

List of Subcontractors:

✓

Certificate of Insurance:

✓

Bid Bond (5% minimum):

✓

Pending Litigation Statement (if no litigation is referenced, statement MUST include ONLY the following language= "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");

Reviewer note:  
bidder did not include  
language, as explicitly  
included in bid  
package



LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

\_\_\_\_\_✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

\_\_\_\_\_

BUSINESS TAX RECEIPT:

\_\_\_\_\_✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

\_\_\_\_\_✓

Reviewer  
note:  
this item  
was not  
included

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES \_\_\_\_\_

NO \_\_\_\_\_✓

NAME OF TOWN REVIEWER:

Mitch Hodelman

DEPARTMENTAL APPROVAL:

JL Schuck

## ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

**SUBMITTAL CHECKLIST for RESPONSIVENESS**

**NAME OF BIDDER:** Precision Landscape

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

Acknowledgement of Addenda Form: ✓

Bid Submittal Signature Page (Signed): ✓

Conflict of Interest Disclosure Form (Signed): ✓

Notification of Public Entity Crimes Law (Signed): ✓

Drug-free Workplace Form (Signed): ✓

Non-Collusion Affidavit (Signed): ✓

Truth-in-Negotiation Certificate (Signed): ✓

Schedule of Bid Items (Fully completed and signed): ✓

List of References (minimum of three included): ✓

Anti-Kickback Affidavit (signed): ✓

List of Subcontractors: ✓

Certificate of Insurance: ✓

Bid Bond (5% minimum): ✓

Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "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"):

\_\_\_\_\_

Reviewer's note:  
PS. 35-36 of bid package explicitly indicates inclusion of sub-form. Should have been included & marked "N/A"

↑ not included

LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

✓

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from State of Florida:

✓

BUSINESS TAX RECEIPT:

✓

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

✓

*\* upon  
2nd  
review  
not certificate  
found*

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES' INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY DETAILED IN THE BID DOCUMENTS: YES \_\_\_\_\_

NO ✓

NAME OF TOWN REVIEWER: Mitch Abdelmoneim

DEPARTMENTAL APPROVAL: pl shore



## ITB 104-2020: LAKE PARK CRA DOWNTOWN LANDSCAPE MAINTENANCE

**SUBMITTAL CHECKLIST for RESPONSIVENESS****NAME OF BIDDER:** Chris Wayne and Associates, Inc.

A "check mark" next to each required item indicates the item was **CONFIRMED** as included in bid submittal. All items indicated **MUST** be included:

Acknowledgement of Addenda Form:



Bid Submittal Signature Page (Signed):



Conflict of Interest Disclosure Form (Signed):



Notification of Public Entity Crimes Law (Signed):



Drug-free Workplace Form (Signed):



Non-Collusion Affidavit (Signed):



Truth-in-Negotiation Certificate (Signed):



Schedule of Bid Items (Fully completed and signed):



List of References (minimum of three included):



Anti-Kickback Affidavit (signed):



List of Subcontractors:



Certificate of Insurance:



Bid Bond (5% minimum):



Pending Litigation Statement (if no litigation is referenced, statement **MUST** include **ONLY** the following language= "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"):



LANDCAPE ARCHITECT or CERTIFIED ARBORIST CERTIFICATION:

\_\_\_\_\_✓\_\_\_\_\_

GI-BMP Certification AND/OR Commercial Fertilizer Applicator Certification from  
State of Florida:

\_\_\_\_\_✓\_\_\_\_\_

BUSINESS TAX RECEIPT:

\_\_\_\_\_✓\_\_\_\_\_

IRRIGATION TECHNICIAN CERTIFICATE (Palm Beach County):

\_\_\_\_\_✓\_\_\_\_\_

IS THIS BIDDER FULLY RESPONSIVE TO ALL REQUIREMENTS? A RESPONSE OF 'YES'  
INDICATES ALL ABOVE ITEMS ARE CHECKED. A RESPONSE OF 'NO' INDICATES  
BIDDER MISSED ITEMS OR DID NOT INCLUDE INFORMATION AS SPECIFICALLY  
DETAILED IN THE BID DOCUMENTS: YES \_\_\_\_\_✓\_\_\_\_\_

NO \_\_\_\_\_

NAME OF TOWN REVIEWER:

Mitch Abdelmesikh

DEPARTMENTAL APPROVAL:

Al Scheide

**OWNER:**



**TOWN OF LAKE PARK**

**535 Park Ave.**

**Lake Park, Florida 33403**

**INVITATION TO BID (ITB) No. 104-2020**

**PROJECT:**

**LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**

**DOWNTOWN LANDSCAPE MAINTENANCE**

---

---

**Date of Distribution: Monday, February 10, 2020**

**Response Due Date: Tuesday, March 10, 2020, 10:30 a.m. EST**

**EXHIBIT A**



## INDEX

| <u>TITLE</u>                                                  | <u>PAGE</u> |
|---------------------------------------------------------------|-------------|
| Cover Page                                                    | 1           |
| Index                                                         | 2           |
| Invitation to Bid Advertisement                               | 3-4         |
| Invitation to Bid                                             |             |
| Section 1.    Project Overview                                | 5-6         |
| Section 2.    Procurement Guidelines, Terms<br>and Conditions | 6-27        |
| Section 3.    Special Terms and Conditions                    | 28          |
| Section 4.    Scope of Services                               | 29-35       |
| Section 5.    Bid Submittal Requirements                      | 35-37       |
| Section 6.    The Award Process                               | 38-39       |

### List of Exhibits

**Exhibit A** – Entire Invitation to Bid (ITB) 104-2020 (to become part of any eventual contract)

**Exhibit B** – Required Forms

**Exhibit C** – Drawings of all areas to be serviced.

**TOWN OF LAKE PARK  
INVITATION TO BID No. 104-2020  
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY DOWNTOWN LANDSCAPE  
MAINTENANCE**

The Town of Lake Park Community Redevelopment Agency (CRA) is seeking bids for the provision of landscape maintenance services in its downtown area. Work shall generally consist of turf mowing and maintenance, edging, mulching, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, and debris collection and disposal all within the public right-of-ways of Park Avenue, 10<sup>th</sup> Street and alleyways in the Lake Park CRA.

The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) and/or arborist and employ in-house personnel holding GI-BMP certification for commercial fertilizer application. Additionally, a licensed irrigation technician must either be employed in-house or provided contractually by winning bidder. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The contract anticipated to result from this solicitation will be for a term of three (3) years with the option of two, one-year extensions. It is anticipated that the contract term for this contract will begin on October 1, 2020. If the CRA chooses to award a contract, it will be awarded to the lowest responsive and responsible Bidder based on the base bid and selected alternates or in the opinion of the CRA to the company whose bid is most advantageous, and provides the best value.

"No fee" Invitation to Bid documents are available beginning Monday, February 10, 2020 and can be acquired by contacting the Town Clerk's Office at 561.881.3311. All documents will be provided electronically. Bids shall be submitted hardcopy, in triplicate, on the forms provided.

Sealed responses must be clearly marked "ITB No. 104-2020," with the bidder's name and address listed, and be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of Bids is Tuesday, March 10, 2020 at 10:30 a.m. local time. At that time, the Bids will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late Bids or Bids delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package, and to become familiar with the scope of work and all requirements which will become part of any contract resulting from this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property tax.

The Town of Lake Park CRA reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the

resultant contract on such coverage and terms it deems will best serve the interests of the CRA. All proposed prices shall be guaranteed firm for 90 calendar days from March 10, 2020. Any Bidder who withdraws his or her Bid within 90 calendar days after March 10, 2020 shall forfeit its Bid Bond. Award of any contract resulting from this solicitation will be made at a CRA Board meeting.

A Bid bond is required to be submitted with your Bid in an amount equal to five percent (5%) of the Bid cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK.

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

---

Vivian Mendez, CMC  
Town Clerk  
TOWN OF LAKE PARK, FLORIDA  
Published on: February 9, 2020, Palm Beach Post



## SECTION 1: PROJECT OVERVIEW

- 1.1** The purpose of this Invitation to Bid (ITB) is to procure a qualified landscape maintenance contractor to perform landscape maintenance services in the Town of Lake Park Community Redevelopment Agency (CRA). Work will include turf mowing and maintenance, hedge and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance, litter and debris collection and removal, and other landscape-related services within the public right-of-ways of Park Avenue, 10<sup>th</sup> Street, and alleyways in the Lake Park CRA. The contractor must have an in-house landscape architect (state registered) and/or arborist and employ an in-house person holding GI-BMP certification for commercial fertilizer application. In addition, contractor must employ a licensed irrigation technician, or subcontract to a licensed irrigation technician. The contract expected to result from this ITB will be for a three (3) year term, and will include two additional one-year extensions that may be exercised at the CRA's sole discretion. **The contracted services are expected to begin no later than October 1, 2020.**

Attached to this document are separate plans/drawings which serve to complement the scope of work for this project (see Exhibit C). All required bid items are described in the scope of work section and may be further clarified by addendum. Bidders are strongly encouraged to visit the project site so that local conditions are known and considered. Failure to familiarize oneself with local conditions shall in no way relieve bidders from completion of the specified scope of work.

The estimated budget for any contract resulting from this solicitation is \$80,000 per year, but has not yet been established. The budget will be established based upon bids received to this solicitation.

**1.2 BOND REQUIREMENTS:**

- As part of the Bidder's submittal package, the Bidder shall submit a Bid bond in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a

cashier's check made out to the TOWN OF LAKE PARK. For instructions on where to include the bond information within your bid submittal, see Section 5 of this solicitation, which includes a complete description of what bid submittals should consist of.

## **SECTION 2: PROCUREMENT GUIDELINES, TERMS AND CONDITIONS**

**2.1** The anticipated Schedule for this Solicitation is as follows:

| <u>ITEM</u> | <u>EVENT</u>                           | <u>DATE/TIME</u>                  |
|-------------|----------------------------------------|-----------------------------------|
| a.          | Solicitation Package Issued.....       | February 10, 2020                 |
| b.          | Deadline for receipt of questions..... | March 2, 2020                     |
| c.          | Due Date for Bid Packages.....         | March 10, 2020<br>10:30 a.m., EST |
| d.          | Contract Award.....                    | TBD                               |

**2.2** Award of any contract which may result from this solicitation will be made to the bidder that has submitted the lowest bid prices (i.e., base bid plus alternates), and which has been determined to be fully responsible, and fully responsive to all requirements as detailed in this solicitation. The winning bidder must be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work. To be considered for award, bids must include all required forms, and must be timely submitted prior to the deadline as established in Section 2.1. Bids must be submitted to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. Bids delivered to any other location other than the Town Clerk shall not constitute receipt. Bid packages must be clearly labeled "ITB 104-2020," with the bidder's name and address information clearly identified. Failure to comply with any of these requirements will be cause for disqualification from award.

## 2.3 DEFINITIONS

- a. Bidder: person or firm submitting a response to this Invitation to Bid.
- c. Solicitation or Invitation to Bid (ITB): this Solicitation documentation, including any and all addenda.
- d. Bid Submittal forms: forms which must be completed and submitted with the Bid (see Exhibit B).
- e. Community Redevelopment Agency or CRA: shall refer to the Town of Lake Park's Community Redevelopment Agency, Florida.
- f. Contract or Agreement: the Invitation to Bid, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Bidder.
- g. Contractor: successful Bidder that is awarded a contract to provide the goods or services to the Town.
- h. Purchasing Department: the Purchasing Department of the Town of Lake Park, Florida.
- i. Responsible Bidder: a Bidder that has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Bidder: a Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

## 2.4 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between



potential Bidders and/or Bidders on Town Solicitations, the Town's professional staff, and the Town Commission members.

#### COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk. The Town Clerk will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing – no exceptions.

### 2.5

#### ADDENDUM

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Bids, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgement of Addenda" form, when any addenda have been issued (see "List of Exhibits" for a complete catalog of all required forms).

Note, March 2, 2020 is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

### 2.6

#### LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Town Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order; Federal, State and local.

## **2.7 CHANGE OF BID**

Prior to the scheduled due date for Bids, a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Bid replaces the original Bid. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after Bids have been opened.

## **2.8 WITHDRAWAL OF BID**

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Town Clerk prior to the due date for Bids may withdraw a Bid.

All proposed pricing shall be guaranteed firm for 90 calendar days after March 10, 2020. If any Bidder withdraws his or her Bid prior to contract award, the Bidder shall forfeit its Bid Bond.

## **2.9 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Bid Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

## **2.10 PROMPT PAYMENT TERMS**

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Bidder will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-

five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

## 2.11 PREPARATION OF BIDS

- a. All Bids must include every form included within Exhibit B, in addition to any information requested by this solicitation within Section 5. The Bid submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bid. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal forms where indicated. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive, and therefore subject to disqualification.**
- c. The Bidder must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Bidder being deemed non-responsive; however, such a determination is at the discretion of the CRA and/or its staff. Bidders are cautioned that they may be considered non-responsive if Bids are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitations provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid marked "Alternate Bid".



- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness or other issues.
- f. All Bids shall be submitted hardcopy in triplicate, and be properly sealed and labeled as described in the advertisement for this solicitation.

## 2.12 CANCELLATION OF SOLICITATION

The Town of Lake Park CRA reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Town.

## 2.13 AWARD OF CONTRACT

- a. Any contracts arising from this ITB may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The CRA reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The CRA shall be the sole judge of its best interest.
- b. The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the CRA's best interest to do so.
- c. The Bidder's prior performance as a prime contractor or subcontractor on previous Town or CRA contracts shall be taken into account in evaluating the Bid received for this Solicitation.
- d. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The CRA reserves the right to request and evaluate additional information from any Bidder after the due date for Bids, as the CRA and/or its staff deems necessary.

## 2.14 WARRANTY

All warranties express and implied shall be made available to the CRA for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Bidder against defects and workmanship. At no expense to the CRA, the successful Bidder shall correct any and all apparent and latent defects that may occur within the standard warranty.

## 2.15 PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder, as further described within the Town's purchasing ordinance.

## 2.16 LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

## 2.17 LICENSES, PERMITS AND FEES

The successful Bidder 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 Town or a successful Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Bidder.

Contractor shall have an in-house certified arborist, and/or Florida State registered landscape architect on-staff at all times the contract is in effect. Additionally, it shall have a GI-BMP certified personnel for the application of any fertilizers. Irrigation technician shall also be licensed in Palm Beach County. "In-House" in this context means a person holding the appropriate credentials must be on the payroll of the company awarded the landscape maintenance contract.

## 2.18 SUBCONTRACTING

Unless otherwise specified in the Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the CRA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the CRA shall constitute a material breach of the agreement and may result in termination of the contract for default.

## 2.19 ASSIGNMENT

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

## 2.20 SHIPPING TERMS

Unless otherwise specified in the Solicitation, any materials shall be F.O.B. Destination. Freight shall be included in the proposed price, if applicable.

## 2.21 RESPONSIBILITIES AS EMPLOYER

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

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



## 2.22 INDEMNIFICATION and INSURANCE

The successful Bidder shall indemnify and hold harmless the CRA, Town, and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA, Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, 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 successful Bidder or its employees, agents, servants, partners, principals, or subcontractors. The successful Bidder 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Bidders shall not commence any performance pursuant to the terms of this ITB until certification or proof of insurance has been received and approved by the Town'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 the 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 Town of Lake Park shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation 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 Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park CRA.

The selected Bidder must submit a current Certificate of Insurance, naming the Town of Lake Park and Town of Lake Park CRA as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Bidder 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 One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than One Million Dollars (\$1,000,000).
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than one million Dollars (\$1,000,000) annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

## 2.23 COLLUSION

A Bidder shall submit an affidavit under the penalty of perjury, on a form provided by the CRA (see Exhibit B), stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation, its Bid shall be

presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the CRA. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

#### 2.24 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

#### 2.25 TERMINATION FOR CONVENIENCE

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

#### 2.26 TERMINATION FOR DEFAULT

The CRA reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidder's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this ITB.

The CRA further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA may procure the required goods and/or services from any



source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent winning Bidder.

## 2.27 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## 2.28 ACCESS AND AUDIT OF RECORDS

The CRA and Town reserves the right to require the successful Bidder to submit to an audit by an auditor of the CRA's and Town's choosing at the successful Bidder's expense. The successful Bidder 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 successful Bidder shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

## 2.29 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 Town 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 Town and CRA contracts.

## 2.30 PRE-AWARD INSPECTION

The CRA may conduct a pre-award inspection of the Bidder's premises or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Solicitation.

## 2.31 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this solicitation that Bidder considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Bidder. In the event that the Bidder submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the CRA may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

## 2.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists the Town of Lake Park CRA with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Town of Lake Park any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g. Making PHI available to the Town of Lake Park for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

### 2.33 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the CRA will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

### 2.34 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).



### 2.35 BINDING EFFECT

All of the terms and provisions of this contract/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.

### 2.36 SEVERABILITY

If any part of this contract 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.

### 2.37 GOVERNING LAW AND VENUE

Any contract 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.

### 2.38 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.

### 2.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town of Lake Park 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 contract, successful Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful Bidder 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 successful Bidder 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 subcontractors, suppliers, and vendors in connection with this contract.

#### 2.40 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Bidder, the CRA may conduct a comprehensive criminal background check by accessing any Federal State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.

#### 2.41 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the successful Bidder.

#### 2.42 MINIMUM WAGE REQUIREMENTS

The successful Bidder 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.

## 2.43 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The Town will not accept Bids when the entire Bid is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701m Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB/RFP.

## 2.44 CONFLICTS OF INTEREST

All Bidders must disclose within their Bid the name of any officer, director, or agent who is also an employee of the Town of Lake Park or CRA. Further, all Bidders must disclose the name of any Town

employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

#### 2.45 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

#### 2.46 OTHER GOVERNMENTAL AGENCIES

If a Bidder is successfully awarded a contract as a result of this Solicitation, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

#### 2.47 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the CRA, and adhered to by the successful Bidder, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the successful Bidder.

#### 2.48 FAILURE TO DELIVER OR COMPLETE WORK

Should the successful Bidder fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and



understood that the CRA reserves the authority to cancel the contract with the successful Bidder and secure the services of another vendor to purchase the items or complete the work.

If the CRA exercises this authority, the CRA shall be responsible for reimbursing the successful Bidder for work that was completed, and items delivered and accepted by the CRA in accordance with the contract specifications. The CRA may, at its option, demand payment from the successful Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the CRA as a result of having to secure the services of another vendor.

#### 2.49 CORRECTING DEFECTS

The successful Bidder shall be responsible for promptly correcting any deficiency, at no cost to the CRA, within two (2) calendar days after the CRA notifies the successful Bidder of such deficiency in writing. If the successful Bidder fails to correct the defect, the CRA may (a) place the successful Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the successful Bidder for any additional costs that are incurred by the CRA for this work or items, either through a credit memorandum or through invoicing. In addition, if the Bidder fails to correct the defect within two (2) calendar days, the CRA reserves the right to deploy its own staff to correct the defect and charge the Bidder.

#### 2.50 ACCIDENT PREVENTION AND SAFETY

Precautions shall be exercised at all times for the protection of persons and property. All successful Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Bidder. Barricades or other safety devices shall be provided by the successful Bidder when work is performed in areas traversed by persons, or when

deemed necessary by the Town. Any Maintenance of Traffic operations shall be supervised by competent and qualified person.

**2.51 OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this Solicitation describes the classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**2.52 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The successful Bidder hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the CRA by the successful Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Bidder at the Bidder's expense and the contract cancelled; or (2) the CRA may require the successful Bidder to replace the materials at the successful Bidder's expense.

**2.53 TAXES**

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

**2.54 BIDDER'S COSTS**

The CRA shall not be liable for any costs incurred by Bidders in responding to this ITB.

**2.55 FORCE MAJEURE**

The CRA and the successful Bidder are excused from the performance of their respective obligations under the contract when and to the

extent that their performance is delayed or prevented by any circumstances beyond their control, including; fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing part uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the successful Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

## 2.56 FISCAL FUNDING OUT

The CRA's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-

appropriation event shall not constitute a default or breach of said contract or agreement by the Town.

## 2.57 RIGHTS OF THE CRA

This ITB constitutes an invitation for submission of Bids to the CRA. This ITB does not obligate the CRA to procure or contract for any of the scopes of services set forth in this ITB. The CRA reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the ITB that may expand, restrict, or cancel any portion or all work described in the ITB without obligation to commence a new procurement process or issue a modified or amended ITB.
- To receive questions from potential Bidders and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities, or irregularities in the Bids submitted.
- To reject any and all Bid submissions.
- To change the date for receipt of Bids or any deadlines and dates specified in the ITB.
- To change the procurement and/or selection process prior to receipt of Bids.
- To conduct investigations with respect to the information provided by each Bidder and to request additional information (either in writing or in presentations and interviews) to support such Bidder's responses and submittals.
- To visit facility construction area referenced in the Bidder's submittal at any time or times during the procurement process.
- To seek clarification of Bids from the Bidders either in writing or in presentations and interviews.
- To cancel the ITB with or without substitution of another ITB.



## **SECTION 3: SPECIAL TERMS AND CONDITIONS**

### **3.1 Work Restrictions**

Portions of the project site are residential neighborhood areas and are subject to noise restrictions. Work shall take place Monday through Friday, 8:00 a.m. – 5:00 p.m. The site shall be considered closed on Saturdays, Sundays, and Holidays, and hours of construction shall be restricted to regular business hours and will be strictly enforced. Requests to work outside of these hours may be made in writing to the Public Works Director, and granted at the CRA's sole discretion.

### **3.2 Payment Procedures**

All required forms, waivers, insurance documents, work tracking and validation sheets, etc. must be received to the satisfaction of the CRA prior to payment. All requests for payment shall be submitted to the Finance Department, 535 Park Avenue, Lake Park, Florida 33403. Invoices sent to any other location will not constitute official receipt.

### **3.3 Notice-to-Proceed**

An officially executed purchase order from the Town shall serve as the Notice-to-Proceed. The start date for construction shall be the date at which the Notice-to-Proceed is delivered and received by the successful bidder.

## **SECTION 4: SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS**

### **GENERAL**

Attached to this document are separate plans/drawings available as a complement to the Scope of Work for this project. All required bid items are described in the Scope of Work, and may be further clarified in any Addenda issued. Bidders are encouraged to visit the project site so that local conditions are known and considered.

#### **700 Block**

The 700 block of Park Avenue has two landscaped medians at either end of the block containing trees and low to medium height hedges. The bullnose in both medians contains annuals and mulch. The east median has Bougainvillea which requires special attention and the Clock Tower which serves as a gateway to the downtown. The right-of-way is 80 feet wide and there are trees and low to medium height hedges growing between private property parking lots and the back of the sidewalk. There are curbed parking lane bulb-outs that contain turf, low hedges, and trees. The parking spaces are flanked by low hedges and trees. There are grass swales, a half a block long, north and south of Park Avenue on 7<sup>th</sup> Street and 8<sup>th</sup> Street. Refer to the plan set for limits of work along 7<sup>th</sup> and 8<sup>th</sup> Streets.

The south side of the alley that is behind the businesses on the south side of Park Avenue is landscaped with trees, low to medium height hedges, turf and mulch which line a chain link fence and flank dumpster enclosures. The alleyway landscaping is irrigated from a well water pump station located in the adjacent Community Garden.

#### **800 Block**

The 800 block of Park Avenue has two landscaped medians at either end of the block. The work within the 80' right-of-way is similar to the 700 block. An irrigation pump station using well water is located in the east median. The north right-of-way is at the building face. Refer to the plan set for limits of work along 8<sup>th</sup> and 9<sup>th</sup> Streets.

The south side of the alley that is behind the businesses on the south side of Park Avenue is landscaped with trees, low to medium height hedges, turf and mulch which line chain link fencing and flank dumpster enclosures. The irrigation system uses potable water controlled by battery operated time clock valves. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed.

The property addressed as 800 Park Avenue is owned by the CRA and maintenance of the landscaping is included in the contract.

The property outlined in the plan set sheet 2 as Town Greene is private property used by the Town for special events. Maintenance of turf (Bahia), hedges, irrigation and fertilization is an Alternate in the bid.

### **900 Block**

The 900 block of Park Avenue has one landscaped median. The work within the 80' right-of-way is similar to the 700 and 800 blocks. The maintenance of the landscaping at the Post Office building is included in the contract. Refer to the plan set for limits of work on 9<sup>th</sup> Street.

There are landscaped alleyways behind the businesses on the north and south side of Park Avenue in the 900 block. These alleys are landscaped with trees, low to medium height hedges, turf and mulch which line chain link fencing and flank dumpster enclosures. The irrigation system uses potable water controlled by battery operated time clock valves. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed.

### **10<sup>th</sup> Street-Park Avenue to Northlake Boulevard**

Tenth Street has eight landscaped medians plus a grassed triangle at the intersection of 10<sup>th</sup> St. and Prosperity Farms Road. Three of the median bull noses have opportunity for mulch and annuals. There is turf, shrubs, ornamental grasses, palmetto shrubs, and a variety of trees. There are two well water irrigation pump stations. Besides landscape and irrigation maintenance, collection of litter is required within the right-of-way (back of sidewalk to back of sidewalk). **NOTE:** 10<sup>th</sup> Street is a high speed/high volume roadway which requires signage and barricades to be placed when work is being performed within the right-of-way. A Maintenance of Traffic plan (M.O.T.), prepared by a competent person, must be submitted and approved by the Town before any work is performed in the medians. The plan must be adhered to any time crews are performing work in the medians. See "Maintenance of Traffic (M.O.T.)" in Schedule of Bid Items.

### **Alleyway East of 10<sup>th</sup> Street between Greenbrier Court and Northern Drive**

The north/south alleyway has Ficus hedge, turf and irrigation system on the east side of the alleyway. One block has no alleyway. The irrigation system is served by battery operated time clock valves on potable water. The Ficus hedge is purposely kept low south of Hawthorne Drive

for security purposes at the adjacent school. Prune Ficus hedges (keep base slightly wider than top) to maintain a six foot maximum height (unless otherwise noted). It will be necessary to trim both sides of the hedge, with one side adjacent to a chain link fence. The Ficus hedge will require White Fly treatment; twice a year application of a granular, systemic type pesticide with a spray treatment once a year, if needed. The northern two blocks of Ficus hedge are in bad condition and will require special treatment (hard cut-back or replacement). All Ficus hedge will require White Fly treatment.

#### **SPECIFIC LANDSCAPING DUTIES-FREQUENCY**

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Invoices will not be processed for payment without the required documentation. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

42 times / year: Supply labor, equipment and material to mow, string-trim, and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and/or into stormwater catchbasins. Prune ornamental hedges (keep base slightly wide than top), edge, weed and rake beds. **NOTE:** Contractor may use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges and weed control.

42 times / year: Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense. The CRA will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items. **NOTE: Contractor/bidder shall be licensed in Palm Beach County to perform irrigation maintenance or provide irrigation system maintenance via a subcontractor licensed to perform irrigation maintenance in Palm Beach County.**

8 times / year: Prune Ficus hedges (keep base slightly wider than top), edge, weed and rake beds. Maintain height at six feet maximum (unless otherwise noted).

2 times / year: Supply labor, equipment and materials to treat Ficus hedges with a granular, systemic white fly pesticide.

1 time / year: Supply labor, equipment and materials to treat Ficus hedges with a liquid spray white fly pesticide.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.



2 times / year: Supply labor and equipment to fertilize all ornamental hedges (including Ficus hedges) and groundcover. The Town will purchase the fertilizer based upon the contractor’s recommendation for type and quantity.

2 times / year: Supply labor, equipment and materials to fertilize all palm trees using fertilizer spikes with appropriate micro-nutrients. Place five spikes per tree, minimum. Contractor to purchase fertilizer spikes.

2 times / year: Supply labor, equipment, and material to place annuals and two inches of mulch in selected beds. Budget \$ 3.40 per square foot for plants and mulch materials. Mulch shall be Eucalyptus or Pine Bark (no cypress mulch).

1 time / year: Supply labor, equipment, and material to mulch selected beds. Prepare beds by raking and removing loose material and weeds with a stiff, steel rake. Place two inch layer of fresh mulch. Budget \$0.40 per square foot for Eucalyptus or Pine Bark mulch (no cypress mulch).

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees less than 25’ high. Dispose of all trimming off-site.

1 time / year: Supply labor and equipment to trim one-third of all palms and thin and lift one-third of all trees greater than 25’ high. Include cost of Maintenance of Traffic (M.O.T.). The use of a bucket truck on Park Avenue may require temporary detours and traffic flaggers. Dispose of all trimmings off site for disposal.

**QUANTITIES (estimated for bidding purposes)**

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

|                                        |                             |
|----------------------------------------|-----------------------------|
| Turf .....                             | 35,757 S.F.                 |
| Mulch beds .....                       | 3,219 S.F.                  |
| Annual & Mulch beds .....              | 1,401 S.F.                  |
| Ornamental hedge and ground cover..... | Field Verification Required |
| Trees under 25’ tall .....             | Field Verification Required |
| Trees over 25’ tall .....              | Field Verification Required |
| Ficus Hedge trim .....                 | 2,768 L.F.                  |
| White Fly treatment (systemic).....    | 2,768 L.F.                  |
| White Fly treatment (spray).....       | 14,000 S.F.                 |

## **ALTERNATES**

### **Town Greene**

The Town Greene is a privately owned parcel on the west side of the 800 Park Avenue building that is being leased to the Town for special event usage. The lease agreement requires the Town to maintain the landscaping of this three-quarter of an acre parcel until the property owner moves ahead with site development. The annual maintenance costs associated with the Town Greene will be included in each year of this contract with the understanding that this portion may be cancelled at any time after sixty days' notice to the contractor.

The regular collection of trash, maintenance of the Bahia turf, hedges, and irrigation system as well as the scheduled manual irrigation and fertilization of the turf, are a part of this Alternate Bid item.

The landscaping is irrigated from a well water pump station located at the west end of the property. There is not a permanent power supply to the pump and timer; a heavy duty extension cord must be run from the pump house to a nearby electric pedestal to activate the system for each irrigation event.

### **SPECIFIC LANDSCAPING DUTIES-FREQUENCY**

Weekly: Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice. Maintain area free of debris, leaves, clippings, dead branches, etc. Dispose of all collected debris off site.

Weekly: Operate and inspect irrigation system. Connect power cord to supply and let system operate through an entire irrigation cycle. Detach cord and store in pump house. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Public Works Department of time clock and valve problems prior to making repairs. Provide hourly rate for Irrigation Technician in "Schedule of Bid Items.

30 times / year: Supply labor, equipment and material to mow, string-trim, and edge all turf areas. Power blow roadways and sidewalks to ensure clean appearance; Leaves and grass clippings CANNOT go into gutter lines and/or into stormwater catchbasins. Prune ornamental hedges (keep base slightly wide than top), edge, weed and rake beds. **NOTE:** Contractor may

use, at their own discretion, a broad spectrum post-emergent professional herbicide to aid in maintaining planter edges and weed control.

2 times / year: Supply labor and equipment to fertilize all turf areas. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

2 times / year: Supply labor and equipment to fertilize all ornamental hedges. The Town will purchase the fertilizer based upon the contractor's recommendation for type and quantity.

**QUANTITIES (estimated for bidding purposes)**

(Measurements are approximate. Field verification required)

In addition to the beds with hedge material and trees:

Bahia Turf .....21,430 S.F.

Ornamental hedge.....708 L.F.

## SECTION 5: BID SUBMITTAL REQUIREMENTS

### 5.1 BID SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Bidder should submit three complete hard copies of its entire completed Bid submittal Package. Bidders should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

The Bid shall be written in sufficient detail to permit the CRA to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

### 5.2 REQUIRED INFORMATION

#### a. SUBMITTAL FORMAT

To facilitate and expedite review, the CRA asks that all Bidders follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Bid, or rejection of your Bid. Please abide by all requirements set forth to avoid any risk of disqualification.

#### b. BIDS SHOULD FOLLOW THE FORMAT BELOW:

#### **TAB 1 - FORMS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Any missing items will render a Bid unresponsive. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is determined to be the responsive and responsible Bidder with the lowest bid price. **For your convenience, all the forms listed below are included as 'Exhibit B.' Do not use any other forms, other than those included within Exhibit B, for your Tab 1. Inclusion of any other forms may result in your Bid being deemed unresponsive.**

- a. Acknowledgement of Addenda
- b. Bid Submittal Signature Page



- c. Conflict of Interest Disclosure form
- d. Notification of Public Entity Crimes Law
- e. Drug-free Work Place
- f. Non-Collusion Affidavit
- g. Truth-In-Negotiation Certificate
- h. Schedule of Bid Items, fully completed.
- i. List of References
- j. Anti-kickback affidavit
- k. List of subcontractors

#### **TAB 2 – INSURANCE, BOND, and NOTIFICATION OF LITIGATION**

- Include a certificate of insurance (COI) that proves insurability as specified in Section 2. Successful bidder will be required to submit their COI with the specified insurance coverages within 7 business days of contract execution.
- Include bid bond, as specified in Section 1.
- Include information concerning any 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, in which the Bidder, any of its employees or subcontractors, is or has been involved within the last three (3) years. If this is not applicable, because there is no prior or pending litigation, please include a statement that says the following: “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”

#### **TAB 3 – CERTIFICATIONS AND LICENSES**

Include copies of ALL licenses, certifications, business tax receipts, and/or other proof which successfully demonstrates that the bidder is

qualified to complete the work associated with this solicitation. THIS SHOULD INCLUDE any applicable landscape architecture certification, AND/OR arborist certification, as well as GI-BMP certification for personnel who may be applying fertilizer. In addition, irrigation technician certification for any personnel who may be serving the role of irrigation technician should be included here.

TAB 4 – Optional Information from Bidder

- Include any exceptions or clarifications to bid as submitted. This tab is optional. Failure to include a Tab 4 will not disqualify a bidder from award. However, its inclusion is encouraged if the bidder has any exceptions or clarifications to its bid package.

## SECTION 6: THE AWARD PROCESS

The CRA reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the CRA. In general, the recommendation for award will be made to the Bidder who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

### 6.1 REVIEW OF BIDS FOR RESPONSIVENESS – STEP 1

Each Bid will be reviewed to determine if the Bid is responsive to each of the submission requirements outlined in Section 5 (Tabs 1-3). In order to move to Step 2 of the process, a Bid must first be deemed completely responsive to all of the submittal requirements. A responsive Bid is one that follows the requirements outlined in Section 5, includes all documentation and completed forms, is submitted in the format outlined in Section 5, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Bid being deemed non-responsive.

### 6.2 RIGHTS TO ADDITIONAL INFORMATION

Any Bidder recommended for award may be required to provide to the CRA:

- a.) Its most recent certified business financial statements as of a date not earlier than the end of the Bidder's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b.) The CRA may conduct a pre-award inspection of the Bidder's premises or hold a pre-award qualification hearing to determine

if the Bidder is capable of performing the requirements of this Solicitation.

### 6.3 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the CRA Board for approval. All Bidders will be notified in writing when the CRA Executive Director or designee makes an award recommendation. The contract award, if any, shall be made to the Bidder(s) whose Bid(s) are deemed by the CRA to be in the best interest of the CRA. Notwithstanding the rights of protest listed herein, the CRA's decision of whether to make the award and to which Bidder(s) shall be final.