

OWNER:

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



INVITATION TO BID (ITB) No. 106-2023

PROJECT:

7th Street Pocket Park

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

START OF BID DOCUMENTS

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



Town of Lake Park Bid No. 106-2023

7th STREET POCKET PARK

TOWN OF LAKE PARK

Contract Documents

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

All times Eastern Standard Time (EST)

PROJECT DATA

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

Project Number: Town Bid No. 106-2023

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

Project Owner: Town of Lake Park

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

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

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

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

END OF PROJECT DATA

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NOTICE TO BIDDERS

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

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

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

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

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

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

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

Project Documents:

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

Bid Response:

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

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

Non-Mandatory Pre-Bid Meeting:

Non-Mandatory Pre-Bid Meeting:

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

Location:

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

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

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

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

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

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

Bids will be opened (via DemandStar web portal) and read aloud in the Town of Lake Park Commission Chambers at 2:05 p.m. EST, on Thursday, May 18, 2023. Award of bid will be made at a future Town Commission meeting.

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

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

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

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

Vivian Mendez, MMC
Town Clerk
Town of Lake Park, Florida
Published on: April 16, 2023
Palm Beach Post

LIST OF DOCUMENTS

INVITATION TO BID DOCUMENTS:

Bid Documents

Pages 1 - 41

DRAWINGS:

EXHIBIT A:

Architectural Hardscape / Landscape Plans

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

BIDDER'S UNDERSTANDING

BID REQUIREMENTS:

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

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

The deadline for submittal of questions and or submittal of a request letter for consideration of an "Approved Equal" product and/or material is Thursday, May 04, 2023, at 4:00 pm EST.

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

No substitutions will be considered if submitted past this deadline.

Submit requests and support documentation to the Town Clerk.

PRE-BID CONFERENCE

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

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

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

PURPOSE OF BID:

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

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

DELIVERY OF PRODUCTS

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

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

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Proof of required insurance (*in form of Certificate of Insurance*)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Submit to Town a Payment and Performance Bond if the project exceeds \$100,000.00
- Notice to Proceed (NTP) issued from the Town

REQUIRED BID PROPOSAL SUBMITTAL ITEMS:

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

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

END OF BIDDER'S UNDERSTANDING

INSTRUCTIONS TO BIDDERS

1. **BIDDER'S UNDERSTANDING (Additional)**

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

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

2. **BOND REQUIREMENTS**

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

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

3. **PREPARATION OF BIDS**

A. Bid responses will be submitted and received digitally via www.demandstar.com until 2:00 p.m. EST, on Thursday, May 18, 2023 on the form(s) provided. Bid forms must be signed, as identified on forms, by the Bidder or his/her authorized representative.
Bids will be completed in ink (preferably typed) and signed in BLUE ink by

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

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

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

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

5. REJECTION OF BIDS

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

6. AWARD OF CONTRACT

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.
- C. If a recommendation of award is made, and the recommended company is

unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-lowest responsible & responsive Bidder or the work may be re- solicited at the Town's option.

7. GUARANTEE and WARRANTY

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

8. RETURN OF BID SECURITY

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

9. EXECUTION OF CONTRACT

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

10. SUBLETTING OR ASSIGNING CONTRACT

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

11. POWER OF ATTORNEY

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

12. ADDENDA -- CHANGES WHILE BIDDING

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

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

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

13. PROTEST PROCEDURE

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

14. FEDERAL AND STATE TAX

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

15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

16. 'DRUG FREE WORKPLACE CERTIFICATION'

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

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

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

18. LIQUIDATED DAMAGES

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

19. CONTRACT TIME

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

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

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

20. PAYMENT

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due ***20 days after it is stamped as "received" by the Town.*** If an "Agent", meaning a professional service company under contract to the Town to provide construction- phase services in support of the project is engaged, then payment is due the contractor within twenty-five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, John Wille, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. AIA document G-702 shall be used for the payment application format. NO PAYMENT WILL BE MADE FOR STORED MATERIALS.

21. APPROVAL OF ACCOUNTING SYSTEM

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

- A. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- B. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

22. RIGHT TO INSPECT

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

23. RIGHT TO AUDIT RECORDS

- A. Audit of Cost or Pricing Data: The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost, or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- B. Contract Audit: The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- C. Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:
 - 1. Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

24. ADDITIONAL INFORMATION

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

25. APPROVED EQUAL CONSIDERATION

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

END OF INSTRUCTIONS TO BIDDERS

CONTRACT AGREEMENT INFORMATION

1. FORM

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

2. GENERAL CONDITIONS

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

3. SUPPLEMENTARY GENERAL CONDITIONS

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

4. PRELIMINARY MATTERS

BEFORE STARTING CONSTRUCTION:

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

5. INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE:

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

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

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

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

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

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

1. Bodily Injury:

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

2. Property Damage:

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

Owner **TOWN OF LAKE PARK**

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

6. CONTRACTOR'S RESPONSIBILITIES

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

7. PAYMENTS TO CONTRACTOR AND COMPLETION

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

8. PERFORMANCE AND PAYMENT BONDS

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

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

10. CONTRACT TERMS

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

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

11. WAIVER

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

12. SURVIVORSHIP OF BENEFITS

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

13. ENTIRE AGREEMENT

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

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

14. SEVERABILITY

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

15. TERMINATION

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

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

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

16. PERMITS, TAXES, LICENSES

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

17. MANNER OF PERFORMANCE

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

18. ATTORNEY FEES

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

END OF CONTRACT AGREEMENT INFORMATION

SCOPE OF WORK

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

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

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

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

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



Current condition of site.



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

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

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

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



Existing electrical service.



Existing water service

Other Scope Items Include:

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

END OF SCOPE OF WORK

BID FORMS

BID PROPOSAL PRICE & SIGNATURE PAGE

BID No. 106-2023

7TH STREET POCKET PARK

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

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

TOTAL BASE BID for this project is:

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

Completion: One hundred twenty (120) calendar days after Notice to Proceed [Contractor may only perform work on this project Monday - Friday between 8am- 5pm, unless pre-approved for other hours by the Town].

Schedule of Required Bid Forms:

(Yes or N)

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

NAME OF FIRM: _____

ADDRESS: _____

PHONE _____ COMPANY EMAIL: _____

DATE: _____ TAX PAYER ID#: _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE (Typed or Printed): _____

POINT OF CONTACT EMAIL ADDRESS _____

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: _____

Signature: _____

Name and Title: _____
(Print or Type)

Date: _____

SCHEDULE OF BID ITEMS – Revised 04.21.2023

7th STREET POCKET PARK

TOWN OF LAKE PARK

Invitation to Bid # 106-2023

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

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

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

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

BID ITEMS:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	Indemnification	1	L.S.	<u>\$ 10.00</u>
2	General Conditions: to include, mobilization Includes project management, temp toilets, signage, temp fencing, filing of notice commencement, testing.	1	L.S.	<u>\$ _____</u>
3	Performance & Payment Bond (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	<u>\$ _____</u>
4	Hardscape Construction Work for Pocket Park as per design plans and bid documents. Includes site prep, concrete pads. precast pavers, with shell rock base Including benches	1	L.S.	<u>\$ _____</u>
5	Furnish and Install Engineered Gazebo Includes signed 7 Sealed engineering plans And concrete work at gazebo foundation footings	1	L.S.	<u>\$ _____</u>
6	Landscape Including: fine-grade & prep work in preparation for new landscape planting materials, sod work, mulch and repair/ remediation as required to areas disturbed by contractor's work	1	L.S.	<u>\$ _____</u>
7	Construction Contingency (Allowance amount to be used at the discretion of the owner)	1	Allowance	<u>\$ 10,000.00</u>
8	Building Permit (Town of Lake Park)	1	Allowance	<u>\$ 2,500.00</u>

TOTAL BASE BID ITEMS 1 THRU 8

\$ _____

Numeric Amount

TOTAL BASE BID AMOUNT:

\$ _____

Written Amount

ALTERNATE #1:

Irrigation System

Provide functional Irrigation system to cover Existing and new planters, landscaped areas and Sodded areas.	1	Allowance	<u>\$ 15,000.00</u>
Allowance includes basic irrigation system layout design plans, with irrigation pump & time clock, zone control valves, new irrigation piping and irrigation heads required for a fully functioning irrigation system. Water supply and meter are existing.			

ALTERNATE #2:

Park Lighting

Provide pedestrian friendly park lighting To include 5 each pole with fixtures area lights And 15 each bollard type walkway lights Existing and new planters, landscaped areas and Sodded areas.	1	Allowance	<u>\$ 15,000.00</u>
--	---	-----------	----------------------------

INSERT BID BOND HERE

CLARIFICATIONS/EXCEPTIONS

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

LIST OF SUBCONTRACTORS

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

<u>NAME OF COMPANY</u>	<u>ADDRESS OF COMPANY</u>	<u>PHONE/CONTACT</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

LIST OF REFERENCES

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

REFERENCE #1

Company Name/Agency: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

REFERENCE #2

Company Name/Agency: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

REFERENCE #3

Company Name/Agency: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Fax Number: _____

INCLUDE PROOF OF PROPER LICENSING/CERTIFICATION

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

INCLUDE PROOF OF EXISTING INSURANCE

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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

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

Authorized Signature

(Date)

Name & title (typed)

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

- _____ To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.
- _____ The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

_____ Firm Name

_____ Signature

_____ Name and title (Print or Type)

_____ Date

TRUTH – IN NEGOTIATION CERTIFICATE

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

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

This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

Contract #: _____ Project Name: _____

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

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

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

notarization, this ____ day of _____, 20__ by _____

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

as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

ANTI-KICKBACK AFFIDAVIT

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

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

Contract #: _____ Project Name: _____

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

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

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

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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

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

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

Contract #: _____ Project Name: _____

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

Signature: _____

STATE OF FLORIDA

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__ by _____

_____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. _____

BID PROPOSAL PRICE & SIGNATURE PAGE

BID No. 106-2023

7TH STREET POCKET PARK

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

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

TOTAL BASE BID for this project is:

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

Completion: One hundred twenty (120) calendar days after Notice to Proceed [Contractor may only perform work on this project Monday - Friday between 8am- 5pm, unless pre-approved for other hours by the Town].

Schedule of Required Bid Forms:

(Yes or N)

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

NAME OF FIRM: Creative Contracting Group

ADDRESS: 3141 Fortune Way S-16

Wellington FL 33414

PHONE: 561-333-1445

COMPANY EMAIL: creativecontractor@comcast.net

DATE: 5-18-2023

TAX PAYER ID#: 200261053

AUTHORIZED SIGNATURE: Lisa Addis

NAME & TITLE (Typed or Printed): LISA Addis

POINT OF CONTACT EMAIL ADDRESS: Jepsales @ comcast.net

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated 4-12-23

Addendum #2, Dated 4-21-23

Addendum #3, Dated 5-8-23

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

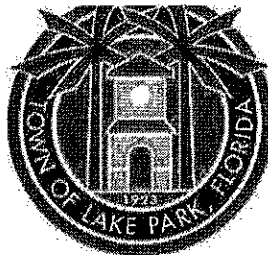
 NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name: Creative Contracting Group

Signature: 

Name and Title: LISA Addis V.P.
(Print or Type)

Date: 5-18-23



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

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

ADDENDUM #1:

April 12, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed By: _____

Date: _____

Vivian Mendez, MMC
Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: Creative Contracting Group

Authorized Signature: [Signature]

Print Name: LISA Addis Title: V.P.

Date: 4-13-23

End of Addendum No. 1



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

ADDENDUM #2:

April 21, 2023

1) DOCUMENT CHANGE:

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

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

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

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

2) SCOPE CLARIFICATION:

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

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

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

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

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

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

Signed By: _____

Date: _____

Vivian Mendez, MMC
Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: Creative Contracting Group

Authorized Signature: [Signature]

Print Name: Lisa Addis Title: V.P.

Date: 4-23-23

End of Addendum No. 2



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

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

ADDENDUM #3:

May 08, 2023

Response to Questions:

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

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

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

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

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

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

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

Signed By: _____

Date: _____

Vivian Mendez, MMC

Town Clerk

Bidder Acknowledgement of Receipt of Addendum #3:

Company Name: Creative Contracting Group

Authorized Signature: [Signature]

Print Name: Lisa Addis Title: V.P.

Date: 5-9-23

End of Addendum No. 3

SCHEDULE OF BID ITEMS – Revised 04.21.2023

7th STREET POCKET PARK

TOWN OF LAKE PARK

Invitation to Bid # 106-2023

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

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

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

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

BID ITEMS:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED EXTENDED COST</u>
1	Indemnification	1	L.S.	\$ <u>10.00</u>
2	General Conditions: to include, mobilization Includes project management, temp toilets, signage, temp fencing, filing of notice commencement, testing.	1	L.S.	\$ <u>30,000.⁰⁰</u>
3	Performance & Payment Bond (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ <u>6,000.⁰⁰</u>
4	Hardscape Construction Work for Pocket Park as per design plans and bid documents. Includes site prep, concrete pads, precast pavers, with shell rock base Including benches	1	L.S.	\$ <u>51,500.⁰⁰</u>
5	Furnish and Install Engineered Gazebo Includes signed 7 Sealed engineering plans And concrete work at gazebo foundation footings	1	L.S.	\$ <u>38,500.⁰⁰</u>
6	Landscape Including: fine-grade & prep work in preparation for new landscape planting materials, sod work, mulch and repair/ remediation as required to areas disturbed by contractor's work	1	L.S.	\$ <u>24,900.⁰⁰</u>
7	Construction Contingency (Allowance amount to be used at the discretion of the owner)	1	Allowance	\$ <u>10,000.00</u>
8	Building Permit (Town of Lake Park)	1	Allowance	\$ <u>2,500.00</u>

TOTAL BASE BID ITEMS 1 THRU 8 \$ 163,410.⁰⁰
Numeric Amount

TOTAL BASE BID AMOUNT:

\$ ONE Hundred Sixty three thousand, Four Hundred and ten
dollars and ^{Written Amount} 200 cents.

ALTERNATE #1:

Irrigation System

Provide functional Irrigation system to cover Existing and new planters, landscaped areas and Sodded areas.	1	Allowance	<u>\$ 15,000.00</u>
Allowance includes basic irrigation system layout design plans, with irrigation pump & time clock, zone control valves, new irrigation piping and irrigation heads required for a fully functioning irrigation system. Water supply and meter are existing.			

ALTERNATE #2:

Park Lighting

Provide pedestrian friendly park lighting To include 5 each pole with fixtures area lights And 15 each bollard type walkway lights Existing and new planters, landscaped areas and Sodded areas.	1	Allowance	<u>\$ 15,000.00</u>
--	---	-----------	---------------------

INSERT BID BOND HERE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

3141 Fortune Way, Suite 16

Wellington, FL 33449

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07960

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

OWNER:

(Name, legal status and address)

Town of Lake Park

535 Park Avenue

Lake Park, FL 33403

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

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


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

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


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

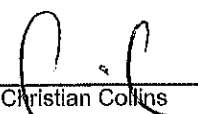
Signed and sealed this 18th day of May, 2023

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


(Witness) Frank Addis, secretary

(Principal) _____ (Seal)

By:  Lisa Addis V.P.
(Title)


(Witness) Christian Collins

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

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

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

0272523

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

Brett Rosenhaus, Dale Belis, Christian Collins

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY

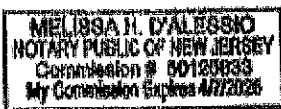


Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

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



Melissa H. D'Alessio

Melissa H. D'Alessio

(Notary Public)

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

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

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright

Alfred N. Wright, Senior Vice President



CLARIFICATIONS/EXCEPTIONS

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

None

LIST OF SUBCONTRACTORS

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

NAME OF COMPANY

ADDRESS OF COMPANY

PHONE/CONTACT

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

LIST OF REFERENCES

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

REFERENCE #1

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

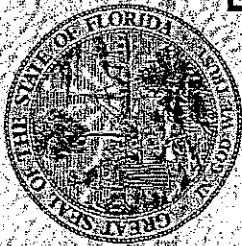
REFERENCE #2

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

REFERENCE #3

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

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

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

ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



INCLUDE PROOF OF EXISTING INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2023

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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E&FFL-1

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2023

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

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

LAKECLA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

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

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

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

COVERAGES

CERTIFICATE NUMBER: CL16122103216

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Juan Carlos Cruz/ANA

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CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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

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

L. Addis

Authorized Signature

5-17-23

(Date)

Lisa Addis

Name & title (typed)

V.P.

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

☒

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

☐

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

Acknowledged by:

Creative Contracting Group
Firm Name

Lisa Addis
Signature

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

5-17-23
Date

TRUTH – IN NEGOTIATION CERTIFICATE

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

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

This document must be executed by a Corporate Officer.

By: Lisa Addis

Title: Lisa Addis . V.P.

Date: 5-17-23

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

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

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

Signature: Lisa Addis

STATE OF FLORIDA
COUNTY OF Palm Beach

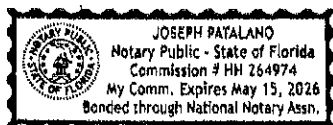
Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, this 17 day of MAY, 2023 by LISA Addis

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

as identification.

NOTARY SEAL:



Notary Signature: Joseph Patalano

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. HH 264974

ANTI-KICKBACK AFFIDAVIT

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

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

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

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

Signature: Lisa Addis

STATE OF FLORIDA
COUNTY OF Palm Beach

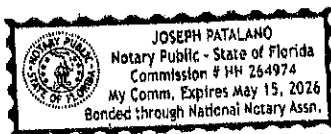
Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☒ online

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

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

as identification.

NOTARY SEAL:



Notary Signature: Joseph Patalano

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. HH 264974

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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

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

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

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

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

Signature: [Signature]

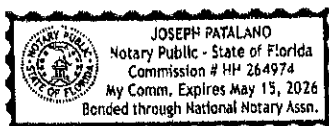
STATE OF FLORIDA

COUNTY OF Palm Beach

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

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

NOTARY SEAL:



Notary Signature: [Signature]

Notary Name: Joseph Patalano

Notary Public-State of Florida

Commission No. HH 264974

BID OPENING

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

Bidders Name:

CREATIVE
CONTRACTING

CHRIS WAYNE

CLOSE CONSTRUCTION

FLORIDA PALM

BARONEL CONSTRUCTION

BID FORM:

Bid Proposals & Signature Page

Addendum #1

#2

#3

SCHEDULE OF BID ITEMS (UNIT PRICE SHEETS)

Total Base Bid Amount

\$163,410

\$175,810

\$262,510

\$263,443¹⁸

ALTERNATES

BID BOND

CLARIFICATIONS PAGE

LIST OF SUBCONTRACTORS

LIST OF REFERENCES

LICENSES AND INSURANCE

CERTIFICATION OF DRUG FREE WORKPLACE

CONFLICT OF INTEREST DISCLOSURE

TRUTH-IN NEGOTIATION CERTIFICATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

ANTI-KICKBACK AFFIDAVIT

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

SWORN STATEMENT OF PUBLIC ENTITY OF CRIMES NA

W-9 FORM

NO DOCUMENTS SUBMITTED TO DEMAND STATION