



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

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

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

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

OWNER



TOWN OF LAKE PARK

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

INVITATION TO BID (ITB) Number 114-2023

PROJECT:

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

EXHIBIT C - BID FORM DOCUMENTS

BID FORM

PROJECT: PARK AVENUE & 10TH STREET STREETScape IMPROVEMENTS - PHASE 1

INVITATION TO BID No. 114 - 2023

BIDDER NAME: West Construction, Inc.

DATE: 09/21/2023

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

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

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

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

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

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

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

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

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

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

CGC1516626

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

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

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

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

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

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

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

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

If BIDDER is:

AN INDIVIDUAL

By (sign here): N/A

(Print Individual's Name): N/A

doing business as N/A

Business address: N/A

Phone No. N/A

A PARTNERSHIP

N/A
(Partnership Name)

By (sign here): N/A

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

Business address: N/A

Phone No. N/A

A CORPORATION

West Construction, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By (sign here): 

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

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

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

Phone No. 561-588-2027

A LIMITED LIABILITY COMPANY

N/A
(LLC Name)

By (Sign here): N/A

(Print Name of Person Signing): N/A

Its: N/A
(If other than manager, attach evidence of individual's authority to sign)

N/A
(Address)

Phone No. N/A

A JOINT VENTURE

N/A
(Joint Venture Name)

By (sign here): N/A

(Print Name of Person Signing): N/A

N/A
(Address)

Phone No. N/A

By (sign here): N/A

(Print Name of Person Signing) N/A

N/A
(Address)

Phone No. N/A

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



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

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

ADDENDUM #1:

September 13, 2023

Questions / Clarifications

Question #1: During the site visit, we noticed that the sidewalk had been cut and filled with asphalt. Are these the same areas that will receive the concrete paver bands ?

Are all areas already saw cut, and don't we need to account for saw cutting the concrete sidewalk ?

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

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

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

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

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

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

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

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

Date: _____

Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez, MMC**

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

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: West Construction, Inc.

Authorized Signature: _____

Print Name: Matthew F. West

Title: President

Date: 09/21/2023

End of Addendum No. 1



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

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

ADDENDUM #2

September 13, 2023

Bid Due Date Extension

The Bid Response Due Date has been changed.

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

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

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

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

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

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

Date: _____

Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez, MMC**

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

Bidder Acknowledgement of Receipt of Addendum #2:

Company Name: West Construction, Inc.

Authorized Signature: _____

Print Name: Matthew F. West

Title: President

Date: 09/21/2023

End of Addendum No. 2

LIST OF SUBCONTRACTORS

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

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

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

DEBARRED FIRMS

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

West Construction, Inc.

Name of Firm Submitting Bid

A handwritten signature in blue ink, consisting of several loops and a horizontal line extending to the right, positioned above a horizontal line.

Signature of Authorized Official

Matthew F. West, President

Title

09/21/2023

Date

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT

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

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

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

QUESTIONNAIRE SHEET

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

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

54 years

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

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

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

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

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

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

No

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

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

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

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

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

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

Please see attached resume for Steve Sasso.

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

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

b. The business is a Corporation

c. The address or principal place of business is:

820 North 4th Street, Lantana, FL 33462

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

Matthew F. West

Name

President

Title

Tais Fontoura

Name

Secretary/Treasurer

Title

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

(Sign here)

Name: Matthew F. West, President

RESUME - SUPERINTENDENT

Steve Sasso Superintendent

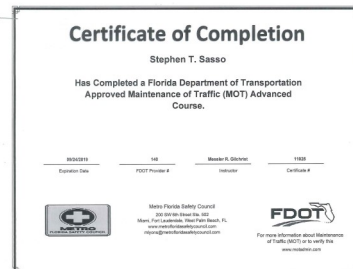
Mr. Sasso will be responsible for managing the day-to-day field work including but not limited to, subcontractor quality and adherence to the plans and specifications, coordinating all inspections as well as preparing daily log reports and two and four week look ahead schedules.

Experience

Total: 36 years
With West: 10 years

Credentials

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



Abbreviated Project Experience:

BRAA Runway 23 Departure EMAS

Boca Raton, FL

\$2 Million

Project Involvement: Superintendent



BRAA Runway 23 Departure EMAS

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

Coconut Creek, FL

\$2 Million

Project Involvement: Superintendent



C.B. Smith Flume Slide Replacement

Pembroke Pines Civic Center & City Hall Parking Facility

Pembroke Pines, FL

\$7.8 Million

Project Involvement: Superintendent



Public Safety Building Community Room Addition & Site Improvements

Martin County High School Auditorium Remodel

Stuart, FL

\$664K

Project Involvement: Superintendent



Martin County High School Auditorium Remodel

Public Safety Building Community Room Addition & Site Improvements

Sunrise, FL

\$807,796

Project Involvement: Superintendent

Darwin Blvd. Sidewalk Construction Project

Port St. Lucie, FL

\$998,907

Project Involvement: Superintendent

C.B. Smith Flume Slide Replacement

Pembroke Pines, Florida

\$2.5 Million

Project Involvement: Superintendent

Jog Rd & Lake Worth Rd Median Landscape & Irrigation

Greenacres, FL

\$781,299

Project Involvement: Superintendent



CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

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

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

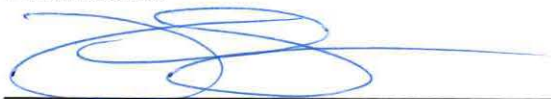
✓ To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

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

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and title (Print or Type)

09/21/2023

Date

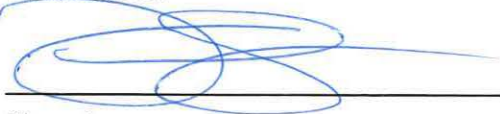
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and Title (Print or Type)

09/21/2023

Date

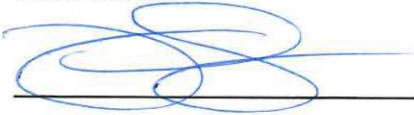
DRUG-FREE WORKPLACE

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

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and title (Print or Type)

09/21/2023

Date

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

- a. He/She is President of West Construction, Inc., the Proposer that has submitted a Proposal to perform work for the following:
RFQ No.: ITB No. 114-2023 Title: Park Avenue & 10th Street Streetscape Improvements - PHASE 1
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Matthew F. West, President

Signature

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

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

N/A, as identification.

SEAL



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

Notary Signature

Notary Name: Racquel J. Barrett

Notary Public (State): Florida

My Commission No.: HH 414820

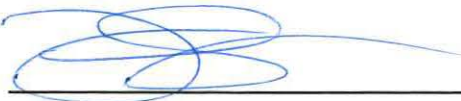
Expires on: June 26, 2027

TRUTH – IN – NEGOTIATION CERTIFICATE

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

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

This document must be executed by a Corporate Officer.

By: _____

Title: Matthew F. West, President

Date: 09/21/2023

SCHEDULE OF BID ITEMS

PARK AVENUE & 10TH STREET STREETScape – PHASE 1

ITB # 114-2023

BID AMOUNT EXTENDED COSTS

**** PHASE 1: ****

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

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

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

Numeric Amount

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

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

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

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

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

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

\$ 287,066.00
Numeric Amount

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

PHASE 1

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

Name of Firm: West Construction, Inc.

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

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

Firm Telephone No.: 561-588-2027

SCHEDULE OF BID ITEMS

PARK AVENUE & 10TH STREET STREETScape – PHASE 2

ITB # 114-2023

BID AMOUNT EXTENDED COSTS

**** PHASE 2:**

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

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

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

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

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

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

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

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

Numeric Amount

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

\$ 179,018.00

Numeric Amount

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

PHASE 2

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

Name of Firm: West Construction, Inc.

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

Date: 09/21/2023

E-mail Address: mwest@westconstructioninc.net

Firm Telephone No.: 561-588-2027

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

\$ 466,084.00

Numeric Amount

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

BOND NO. N/A

BID BOND

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

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

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

PARK AVENUE / 10TH STREET STREETScape IMPROVEMENTS - PHASE 1

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

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

PRINCIPAL:

West Construction, Inc.

By: 

Signature

Matthew F. West

Name

President

SURETY:

Berkley Insurance Company

By: 

Signature

Warren M. Alter, Attorney-in-Fact

Name Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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

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

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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



Vincent P. Forte
Vincent P. Forte

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

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

BSGInquiry@berkleysurety.com

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

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

OR

Email: BSGClaim@berkleysurety.com

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

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

Contractor Licenses

Insert copy of current licenses

Contractors Certificate of Insurance

Insert copy of Certificate of Insurance document

Contractor W-9 Form

Insert copy of W-9 form



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WEST, MATTHEW FIELDEN

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

LICENSE NUMBER: CGC1516626

EXPIRATION DATE: AUGUST 31, 2024

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



Do not alter this document in any form.

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

State of Florida

Department of State

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

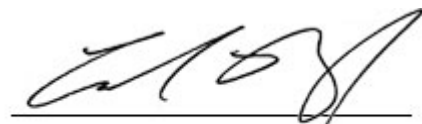
The document number of this corporation is 555487.

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

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

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




Secretary of State

Tracking Number: 0978757153CC

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

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

LOCAL BUSINESS TAX RECEIPTS



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

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

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

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

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



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

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

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



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

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

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

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

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



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

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

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



LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA

RECEIPT NUMBER: 17-200303838

EFFECTIVE DATE:

08/08/2017

EXPIRATION DATE:

09/30/2024

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

BUSINESS LOCATION:

820 N 4TH ST

LANTANA, FL 33462

NAME OF BUSINESS

WEST CONSTRUCTION INC.

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

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

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2023

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

COVERAGES**CERTIFICATE NUMBER:** CL231303255**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO0398473-06	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP0398474-06	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC0398476-06	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A	N/A		SAA E614294 02 00	09/11/2022	09/11/2023	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
C	Crime Protection			SAA E614294 02 00	09/11/2022	09/11/2023	Employee Dishonesty \$1,000,000

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



WESTCON-11

EDENL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2022

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	X WCP106968803	1/1/2023	1/1/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance - For Bidding Purposes Only

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

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WEST CONSTRUCTION, INC.	
	2 Business name/disregarded entity name, if different from above SAME AS ABOVE	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 820 NORTH 4TH STREET	Requester's name and address (optional)
6 City, state, and ZIP code WEST PALM BEACH, FL 33462		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		
or										
Employer identification number										
5	9	-	1	8	0	9	0	6	8	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 09/21/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Equipment List

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

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

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

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