

**LAKE WORTH**  
**COMMUNITY REDEVELOPMENT AGENCY**  
 29 SOUTH J STREET, SUITE 1  
 LAKE WORTH, FLORIDA 33460-3787  
 www.lakeworthcra.org

Phone: (561) 493-2550  
 Fax: (561) 493-2549

**MEMORANDUM**

**TO:** Chair, Vice-Chair and Members of the Board  
**FROM:** Chris Dabros, Project Manager *CD*  
**DATE:** April 14, 2015  
**SUBJECT:** 1000 Lake Ave. – Execute Contract for Interior Renovation Work

**EXPLANATION:**

Last year, the CRA took full ownership of the historic 1000 Lake Avenue building, located at the northwest corner of 'H' Street and Lake Avenue. Since that time, the CRA has been making monthly utility payments and conducting minor maintenance and improvements to the three story building and the surrounding parking lot.

In March of this year, CRA Staff solicited for general contractors and/or sub-contractors to submit bids to conducted significant interior demolition, renovation and trash removal services. This solicitation (IFB #03-2015) was advertised in the Palm Beach Post, on the CRA website and various online construction trade sites and noticed at City Hall (**EXHIBIT 'A'**). A pre-bid meeting was held at the site on March 27<sup>th</sup> and all bids were due to no later than April 6<sup>th</sup>.

The CRA received bids back from two reputable firms in which we have conducted business with in the past. A summary of the IFB results is shown below:

		<i>The BG Group</i>	<i>Bella Construction</i>
<b>First Floor Demo</b>	Per Scope/Specs	\$23,335	\$19,500
<b>CRA Option A (Basement)</b>	Per Scope/Specs	\$7,893	\$2,400
<b>CRA Option B (2<sup>nd</sup> Floor)</b>	Per Scope/Specs	\$21,368	\$8,600
<b>Additional Info or Costs</b>	Perimeter walls, LW Furniture, Disinfectant Spray	10% Discount off Total Price	\$6,700 for extra services (no discounts)
<b>Total's</b>		\$47,337	\$37,200

The services provided as a result of this IFB include cleaning, clearing and interior demolition on the first and second floors and removal of equipment from the basement of the building. These improvements are expected to make the building more marketable and attractive to potential firms or organizations wishing to invest their own resources into this building.

**RECOMMENDATION:**

Staff recommends that the Board review the two attached bids (**EXHIBIT's 'B' & 'C'**) for interior demolition at the 1000 Lake Ave. building. Staff also recommends that the CRA execute the attached construction agreement (**EXHIBIT 'D'**) with *Bella Construction Corp.* to provide construction renovation services to be completed no later than May 31, 2015. Funds for these services were budgeted as part of the CRA budget for fiscal year 2014/2015.

The Palm Beach Post  
REAL NEWS STARTS HERE

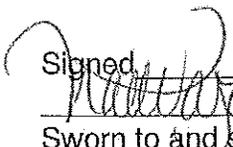
Palm Beach Daily News

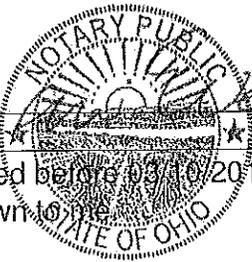
**Lake Worth Community  
Redevelopment Agency (CRA)  
INVITATION FOR  
INTERIOR DEMOLITION BIDS  
IFB #03-2015  
(1000 Lake Ave. First Floor  
Interior with Options  
for Additional Floors)  
IFB # 03-2015**

The purpose of this IFB is to solicit a general contractor and/or demolition company to perform interior demolition and trash removal services at a property owned by the Lake Worth Community Redevelopment Agency (CRA) in downtown Lake Worth Florida. This job will also require licensed electrical and plumbing services. A copy of the IFB and scope of work can be found on the CRA's website: [www.lakeworthcra.org](http://www.lakeworthcra.org) or by contacting the CRA office at (561) 493-2550.

LAKE WORTH CRA PROOF OF PUBLICATION  
STATE OF FLORIDA COUNTY OF PALM BEACH  
Before the undersigned authority personally appeared Tiffani Everett, who on oath says that she is Call Center Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a Notice was published in said newspaper on First date of Publication 03/08/2015 and last date of Publication 03/08/2015 Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties.  
invitation to bid Ad ID: 749220 Ad Cost: 96.32

Proposals are due to the CRA office by  
Noon April 3, 2015.  
PUB: The Palm Beach Post  
3-8/2015 #387151

Signed  




NADIA YAGIDES, Notary Public  
in and for the State of Ohio  
My Commission Expires Sept. 2, 2019

Sworn to and subscribed before me on 03/10/2015.  
Who is personally known to me

Bella

Exhibit "B"

All bidders are encouraged to visit the site prior to providing written bids. A voluntary site meeting will be held on Friday March 27, 2015 at 3pm. Failure to inspect and determine known site conditions will in no way excuse the contractor from fully performing this project according to the specifications noted herein.

Total Demolition Costs:

First Floor Only: \$ 19,500 Written Firm Fixed Lump Sum (Total Not to Exceed Cost)

Option A: \$ 2,400 Written Firm Fixed Lump Sum (Total Not to Exceed Cost)

Option B: \$ 8,600 Written Firm Fixed Lump Sum (Total Not to Exceed Cost)

TOTAL (all three floors): \$ 30,500

PROJECT NOTES / OPTIONS\*

- 1) 1<sup>ST</sup> FLOOR ELECTRICAL WORK LIMITED TO: SAVE / RE-USE (10) FLUORESCENT LIGHT FIXTURES AND INSTALL (1) NEW MASTER LIGHT CONTROL SWITCH. ALL OTHERS, INCLUDING RECEPTACLES & SWITCHES WILL BE 'CUT & CAPPED' AS POSSIBLE.
- 2) 1<sup>ST</sup> FLOOR OPTION TO DEMO INSIDE SIDE OF EXTERIOR WALLS TO BARE BLOCK - ADD \$ 3,500-
- 3) REMOVE STORED FURNITURE IN 1<sup>ST</sup> FLOOR ROOM - ADD \$ 500
- 4) DISINFECTANT SPRAY / DRY-OUT ALL FLOOR, WALL & CEILING AREAS FOLLOWING DEMO WORK  
ADD \$ 1,100 1<sup>ST</sup> FLOOR, ADD \$ 600 BASEMENT, ADD \$ 1,000 2<sup>ND</sup> FLOOR
- 5) A PROJECT MANAGER WILL BE ON SITE DURING WORK TO GUARANTEE SAFETY & SECURITY.
- 6) 2<sup>ND</sup> FLOOR NO HVAC STRAPPING INCLUDED OR ANY ELECTRICAL / LIGHTING INCLUDED
- 7) BASEMENT WORK ONLY DEBRIS REMOVAL & CLEAN-UP, NO PLUMBING, ELECTRIC OR A/C WORK

Bella

LIST OF REFERENCES:

MAINT.  
CITY of L.W. - Scott Sanders  
1. Name: \_\_\_\_\_  
Email: ssanders@lkw.org  
Phone #: 719-5332

City Commish.  
CITY of L.W. - Andy Amoro  
2. Name: \_\_\_\_\_  
Email: amorosog123@aol.com  
Phone #: 398-8340

L.W. Building Dept - Lou Martinez  
3. Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone #: 586-1647

Bella

LIST OF SUB-CONTRACTORS:

1. Name: CSI PLUMBING, INC  
Address: 1820 16<sup>th</sup> Ave N  
Lake Worth FL 33460  
Phone #: 586-2340  
License #: CFC 1426805

2. Name: MINUTEMAN ELECTRIC, INC  
Address: 8902 N. ELIZABETH AVE  
P.B. Gdnd, FL 33418  
Phone #: 625-1776  
License #: EC 1300 1590

3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
License #: \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
License #: \_\_\_\_\_

Bella

**PRIMARY GENERAL CONTRACTOR (bidder):**

Bella Construction Corp

Company Name

3626 EMBASSY DR

Address1

WFB, FL 33401

4-1-15

Date of Bid

Address2

John Baker

Name of Company Point of Contact

jb@bellcconst.com

Contact Email Address

722-6402

Phone Number

Fax Number

[Signature]

Signature of Authorized Representative

CGC 1512434

GC License #

Bidders are required to show proof of licenses and local (County & City of Lake Worth) businesses tax receipts.

Bella

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1512434	



The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

BERKOFF, JEFFREY D  
BELLA CONSTRUCTION CORP  
3626 EMBASSY DRIVE  
WEST PALM BEACH FL 33401



ISSUED: 08/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408190002431

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CVC56741	



The SOLAR CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

BERKOFF, JEFFREY D  
BELLA CONSTRUCTION CORP  
3626 EMBASSY DRIVE  
WEST PALM BEACH FL 33401



ISSUED: 08/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408190002747

Bella



# CITY OF WEST PALM BEACH

## 2014 to 2015 BUSINESS RECEIPT

**NOT TRANSFERABLE**

CITY OF WEST PALM BEACH  
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000031786  
BELLA CONSTRUCTION CORP  
3626 EMBASSY DR

GENERAL CONTRACTOR OFFICE  
GGC1512434

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
62452	238220	GENERAL CONTRACTOR	86.81
TOTAL			86.81

**EXPIRES  
SEPTEMBER 30,  
2015**

**THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED**

\*\* PAID 86.81 \*\* BAL \*\* 0.00





Bella

LIAB & AUTO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/14

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).

<b>PRODUCER</b> International Insurance Services 3554 Lake Worth Rd. Lake Worth, FL 33461 Phone (561) 642-2886 Fax (561) 642-8905		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (561) 642-2886 FAX (A/C, No): (561) 642-8905 E-MAIL: carlosv@insuranceconnection.org ADDRESS:	
<b>INSURED</b> Bella Construction 3626 EMBASSY DRIVE West Palm Beach, FL 33401 561		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Western World INSURER B: Progressive 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	y	n	NPP8142282	10/01/2014	10/01/2015	EACH OCCURRENCE	\$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00
							MED EXP (Any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$ 1,000,000.00
							GENERAL AGGREGATE	\$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	\$ 1,000,000.00
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			03255685-0	08/26/2014	08/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 50,000.00
							BODILY INJURY (Per accident)	\$ 100,000.00
							PROPERTY DAMAGE (Per accident)	\$ 25,000.00
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER CANCELLATION

Palm Beach County Contractors Certification 2300 N. Jog Road Suite 2WE-61 West Palm Beach, FL 33411 Fax 561-233-5554	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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Bella

# WORKERS COMP POLICY



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/25/2014

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).

<b>PRODUCER</b> TriGen Insurance Solutions, Inc. 315 SE Mizner Blvd Suite 213 Boca Raton FL 33432	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (877) 987-4436      FAX (A/C No): (954) 252-4426 E-MAIL ADDRESS: certs@trigengroupinc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Florida Resource Management Alt. Emplr; Bella Construction Corp. 363 Interstate Blvd. Sarasota FL 34240	INSURER A: Guarantee Insurance Company      11398	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES      CERTIFICATE NUMBER: Cert ID 5174      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 ISBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP500031503GIC	7/30/2014	7/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)  
Coverage provided for all leased employees but not subcontractors of Bella Construction Corp.  
Location coverage effective 7/30/14

<b>CERTIFICATE HOLDER</b>  Bella Construction Corp.  3626 Embassy Drive  West Palm Beach FL 33401	<b>CANCELLATION</b>  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 <i>Carla Sweet</i>

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BG Group



INVITATION FOR INTERIOR DEMOLITION BIDS

IFB #03-2016 (1000 Lake Ave. First Floor Interior with Options for Additional Floors)

The Lake Worth CRA, is seeking bids/quotes for interior demolition of the property which is the subject of this Invitation for Bid. A detailed Scope of Work is included and applies to any and all properties referenced, unless otherwise noted.

Please provide complete, signed price quotes for the services requested by Friday April 3, 2015 at 12pm (NOON). Transmit the written, signed quote through email, hand-delivery or fax as follows:

Email: [cdabros@lakeworth.org](mailto:cdabros@lakeworth.org)

Fax: 561/493-2549

Address: 29 South J Street, Lake Worth, FL 33460

The quotes must be inclusive of the costs associated with all services as required herein, including, but not limited to any required lead and/or asbestos abatement and permitting, demolition of structures, fencing, trees, shrubs, lot clearing, electrical disconnect, gas disconnect, plumbing (sewer cutoff) permits, and provide all requested information. Purchases are subject to the Lake Worth CRA's Standard Purchase Order Terms and Conditions which are included. Contractor must be fully licensed and/or certified as appropriate, to provide the services required in this Invitation for Bid, and be able to provide copies of appropriate insurance and licensure/certification, upon demand. Where bidder is using subcontractors, it must divulge each subcontractor it is using, to insure proper licensing, adequate experience and qualifications to perform work.

REGITALS:

- Whereas, written, signed quotes, are due no later than April 3, 2015 @ 12pm: (NOON);
- Whereas, the successful contractor must be fully prepared to commence any necessary permitting no later than April 30, 2015;
- Whereas, all work must be completed no later than May 31, 2015; unless an extension is warranted.
- Whereas, the successful contractor must be fully licensed to perform all work, and provide licenses of any subcontractors which will be providing specific services;
- Whereas, the successful contractor must be insured to the following limits and show proof of this coverage:

- General Liability: Bodily Injury & Property Damage, Combined Limit:

BG Group

\$1,000,000/Occurrence  
\$2,000,000/Aggregate

- o Automobile Liability:  
\$1,000,000 combined Single Limit
  
- o Worker's Compensation:  
State – Statutory  
Employer's Liability - \$1,000,000

**SCOPE OF WORK:**

The Lake Worth Community Redevelopment Agency (CRA) as owner of the historic 1000 Lake Avenue building (located at 1000 Lake Ave. Lake Worth FL 33460), has a need for interior demolition of first floor walls, doors, drop ceilings, carpet and non-structural items within the building structure (see detailed scope below).

Lead & Asbestos Surveys have been completed at the building: no traces of lead were found while only a small amount of asbestos was found in peel and stick floor tiles. Both of these surveys can be obtained from the Lake Worth CRA office upon request. If required, Asbestos Abatement shall include proper removal, transportation and disposal, with a post-job write-up reflecting these actions. Additionally, Lead Surveys have been performed, indicating whether lead was found to be present or not, and if so, whether it was above or below the regulatory levels. The presence of lead in construction debris has the potential to impose limitation on where and how the debris may be disposed. Please perform a Toxicity Characteristic Leaching Procedure (TCLP) for lead, to determine the amount of leachable lead present, and keep the results of the TCLP on hand for Federal review. It is the responsibility of the demolition company to be responsible for any required abatement and disposal necessary, of asbestos and lead-based materials. Unless otherwise indicated, all asbestos and lead surveys are available for viewing at the CRA office or can be emailed upon request.

The selected Contractor must insure each of the requirements listed below, is accomplished on this property, and the cost of each are included in the quote/bid. If any of the requirements are unclear, do not assume the answer, please inquire with the CRA and receive a written response. See yellow highlighted parts for emphasis:

1. Secure the abatement permits (when applicable) and the demolition permits from the City of Lake Worth and pay the associated permit fees. The selected contractor is responsible for obtaining all releases from the City of Lake Worth.
2. Secure the following releases from the City of Lake Worth:
  - a. Utility releases (Water, Sewer, Electric)
  - b. Gas release from FPU
  - c. Planning and Zoning & Lake Worth Historical Preservation Office
3. Schedule a pre-demolition site meeting with the CRA, who will insure the Building Department, Public Services Department and affiliated Contractor is present
4. When obtaining permits and garbage dumpsters, ensure the City knows the property is owned by the Lake Worth CRA
5. Provide or otherwise contract to provide any asbestos and/or lead abatement if required. (Asbestos and lead surveys have been performed on this property. The results are located at the CRA's office. Copies of the reports can be emailed to bidders.

EG Group

- The cost of any abatement must be part of your quote/bid.
6. Provide dust control during demolition
  7. Air quality within the building is currently poor due to lack of ventilation. Proper measures should be taken to ensure worker safety.
  8. Ensure the public right of way is clean upon completion of the work
  9. Repair any and all damage to the sidewalks, curbs and city streets/alleys that resulted from the demolition activity (pre-existing conditions will be noted)
  10. Schedule a post-demolition inspection with the CRA to insure compliance with the contract requirements.
  11. Due to the fact that this is a historic building, the contractor is responsible for any damage done to the structure, staircases, basement, plumbing, façade or areas not requested in this bid.
  12. Failure to meet the milestone dates could result in violation of this agreement.

Contractor shall proceed with caution, avoiding damage to neighboring property, City & State sidewalks, and streets. No debris will be allowed to accumulate on streets. Contractor shall NOT block streets or otherwise impede traffic flow without obtaining prior authorization from the City. The following, is a detailed scope of the property which is subject to this Invitation for Bid.

**1000 Lake Ave. Interior Demolition  
Detailed Scope of Work**

1. Interior demolition: removal and disposal in the buildings' first floor to include: all interior doors (unless marked not to touch), door jams, attic and wall insulation, non-structural walls, drywall, drop ceiling acoustical panels, drop ceiling metal framework, any and all wood paneling, drywall framework (non-structural, non-load bearing), metal framework, carpet, carpet glue, lighting and light fixtures, all counters and cabinets.
2. HVAC 's, HVAC system , vents and all duct work to remain in place. Vents and ductwork should be hung from the ceiling using wiring where possible. Contractor may have to fabricate materials to properly support the vents and ducts.
3. Remove and dispose of all materials. Contractor will be responsible for ordering garbage dumpsters from the City of Lake Worth Refuse Division. Dumpsters are to be placed within the parking area of 1000 Lake Ave. (not on the street). 561.533.7344 - SHARON,  
446.80 / 14 DAYS TO REMOVE.
4. First floor plumbing fixtures (toilets and sinks) to be removed and all water and sewer lines to be capped, this will require a licensed plumbing contractor. Partitions in restrooms to be removed.
5. All structural columns and exterior façade are not to be disturbed or damaged. Contractor will be held responsible for replacing all damage done to the structure of the building.
6. Subflooring is not to be disturbed. However, all carpet and carpet glue is to be removed where possible.

B6 Group

7. Lighting fixtures and systems can be saved where possible. The CRA requests that a minimum of 10 fluorescent light fixtures (with bulbs and wall switches) to be installed and in working condition on the first floor and in the first floor bathrooms. The contractor is welcomed to reuse any existing, working light fixtures. This work may require new ballasts in a few of the existing lighting system. This work will require a licensed electrical contractor.
8. Interior perimeter electrical outlets and service to be saved where possible. This will require a licensed electrical contractor.
9. Remove all telecommunication wiring and non-essential conduits.
10. All fire suppression systems (sprinklers, pull stations, pipes, lines) are to be saved and not disturbed or removed.
11. All stairwells and stair cases are to be saved and not disturbed or removed.

All dirt, dust and materials to be removed at completion of job. Floors swept after demo is complete. The selected contractor is responsible for keeping a working fire extinguisher on site during demolition work.

Building should be left in a clean condition.

Based on the bids received, the CRA will determine whether to enter into an agreement for one or two additional options. Therefore, it is recommended that you provide bids for these two options even though the CRA may not exercise these options:

CRA Option A: Please provide pricing for this option. The CRA will determine, when/if funding becomes available, and if this work will be ordered.

*Basement:* removal of large pieces of furniture, exercise equipment, shelving, old tools, paint cans, light bulbs and trash. No demo work necessary.

CRA Option B: Please provide pricing for this option. The CRA will determine, when/if funding becomes available, and if this work will be ordered.

*2<sup>nd</sup> Floor:* All rooms: Removal of all carpeting, furniture, drop ceiling acoustical panels, drop ceiling metal framework, fans, attic insulation, benches, lockers, trash, plumbing fixtures (toilets and sinks) to be removed and all water and sewer lines to be capped, this will require a licensed plumbing contractor. All doors and walls to remain. Partitions in restrooms to be removed.

The CRA has a right to request change orders based on the needs and conditions of the building after construction has begun.

B6 Group

All bidders are encouraged to visit the site prior to providing written bids. A voluntary site meeting will be held on Friday March 27, 2015 at 3pm. Failure to inspect and determine known site conditions will in no way excuse the contractor from fully performing this project according to the specifications noted herein.

Total Demolition Costs:

First Floor Only: \$ 23,335<sup>00</sup> Written Firm Fixed Lump Sum (Total Not to Exceed Cost)  
(TWENTY THREE THOUSAND THREE HUNDRED THIRTY FIVE & NO/100'S)

Option A: \$ 7,893<sup>00</sup> Written Firm Fixed Lump Sum (Total Not to Exceed Cost)  
(SEVEN THOUSAND EIGHT HUNDRED NINETY THREE & NO/100'S)

Option B: \$ 21,368<sup>00</sup> Written Firm Fixed Lump Sum (Total Not to Exceed Cost)  
(TWENTY ONE THOUSAND THREE HUNDRED SIXTY EIGHT AND NO/100'S)

TOTAL (all three floors): \$ 47,337<sup>00</sup> \*

\*10% DISCOUNT FOR SINGLE MOVE-IN.

B6 Group

LIST OF REFERENCES:

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1. Name: Facchina  
Email: mkrivtsova@facchina.com  
Phone #: 305-341-4900

2. Name: Shawe - Ager  
Email: bshawe@shawe-ager.com  
Phone #: 561-239-9759

3. Name: Butters Construction  
Email: msbutters@butters.com  
Phone #: 954-570-8111

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BG Group

LIST OF SUB-CONTRACTORS:

1. Name: DECON  
Address: 2652 NW 31<sup>st</sup> Avenue  
Fort Lauderdale, FL 33311  
Phone #: 954-485-8800  
License #: CSC 056715

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
License #: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
License #: \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
License #: \_\_\_\_\_

BG Group

PRIMARY GENERAL CONTRACTOR (bidder):

BE GROUP

Company Name

1140 HOLLAND DR. STE 19

Address1  
BOCA RATON, FL. 33487

4.3.15

Date of Bid

Address2

HANS EBERL

Name of Company Point of Contact

HANS@BEDEMOLITION.COM

Contact Email Address

561.998.7997

Phone Number

561.998.8815

Fax Number

[Signature]

Signature of Authorized Representative

CGC 1511135

GC License #

Bidders are required to show proof of licenses and local (County & City of Lake Worth) businesses tax receipts.

# Exhibit "D"

## AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 2015, (the "Agreement") by and between the Lake Worth Community Redevelopment Agency, a public body, corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, with an address of 29 South J Street, Lake Worth, Florida 33460, hereinafter "CRA", and Bella Construction Corp., a Florida corporation with a business address 3626 Embassy Drive, West Palm Beach, Florida 33401, hereinafter "CONTRACTOR."

## WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CRA and CONTRACTOR agree as follows:

### **SECTION 1 PREAMBLE**

1.1 In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The CRA elects to enter into an Agreement with CONTRACTOR to perform interior demolition of the first and second floor and trash removal within the basement of the building located at 1000 Lake Avenue, Lake Worth, Florida more particularly described herein below.

### **SECTION 2 SCOPE OF WORK**

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment and labor to perform the following:

2.1.1 Interior demolition of the first and second floor and trash removal within the basement of the structure located at 1000 Lake Avenue, Lake Worth, Florida (the "Property") pursuant to the following requirements:

2.1.1.1 Interior demolition: removal and disposal in the building's first floor to include: all interior doors (unless marked not to touch), door jams, attic and wall insulation, non-structural walls, drywall, drop ceiling acoustical panels, drop ceiling metal framework, any and all wood paneling, drywall framework (non-structural, non-load bearing), metal framework, carpet, carpet glue, lighting and light fixtures, all counters and cabinets.

2.1.1.2 HVAC's, HVAC system, vents and all duct work to remain in place. Vents and ductwork should be hung from the ceiling using wiring

where possible. Contractor may have to fabricate materials to properly support the vents and ducts.

- 2.1.1.3 Remove and dispose of all materials. Contractor will be responsible for ordering garbage dumpsters from the City of Lake Worth Refuse Division. Dumpsters are to be placed within the parking area of the Property, not on the street.
- 2.1.1.4 First floor plumbing fixtures (toilets and sinks) to be removed and all water and sewer lines to be capped, this will require a licensed plumbing contractor. Partitions in restrooms to be removed.
- 2.1.1.5 All structural columns and exterior façade are not to be disturbed or damaged. Contractor will be held responsible for replacing all damage done to the structure of the building.
- 2.1.1.6 Subflooring is not to be disturbed. However, all carpet and carpet glue is to be removed where possible.
- 2.1.1.7 Lighting fixtures and systems can be saved where possible. The CRA requests that a minimum of 10 fluorescent light fixtures (with bulbs and wall switches) to be installed and in working condition on the first floor and in the first floor bathrooms. The contractor is welcomed to reuse any existing, working light fixtures. This work may require new ballasts in a few of the existing lighting system. This work will require a licensed electrical contractor.
- 2.1.1.8 Interior perimeter electrical outlets and service to be saved where possible. This will require a licensed electrical contractor.
- 2.1.1.9 Remove all telecommunication wiring and non-essential conduits.
- 2.1.1.10 All fire suppression systems (sprinklers, pull stations, pipes, lines) are to be saved and not disturbed or removed.
- 2.1.1.11 All stairwells and stair cases are to be saved and not disturbed or removed.
- 2.1.1.12 All dirt, dust and materials to be removed at completion of job. Floors swept after demo is complete. The selected contractor is responsible for keeping a working fire extinguisher on site during demolition work.
- 2.1.1.13 Within the basement of the building, removal of large pieces of furniture, exercise equipment, shelving, old tools, paint cans, light bulbs, fire extinguishers and trash. No demolition work necessary in the basement.
- 2.1.1.14 On the second floor of the building, removal of all carpeting, furniture, drop ceiling acoustical panels, drop ceiling metal framework, fans, attic insulation, benches, lockers ,trash, plumbing fixtures (toilets and sinks) to be removed and all water and sewer lines to be capped, this will require a licensed plumbing contractor. All doors and walls to remain. Partitions in restrooms to be removed.

2.1.2 Remove the debris from the Property, and dispose of the debris in such a manner that is consistent with standards generally recognized by the demolition

trade, and is in compliance with all applicable federal, state, county, and city laws, codes, and regulations;

2.1.3 The materials to be removed from the Property include, but are not limited to concrete, wood, metal, plumbing fixtures, electrical fixtures, mechanical fixtures, glass, plastics, insulation materials, carpet, floor tiles, roof materials, interior furniture fixtures, and all other materials located inside the structure;

2.1.4 Obtain all necessary local, state and federal permits required for the removal, transport and disposal of all materials and arrange for any inspections as required by city, county, state and federal laws;

2.1.5 At the completion of the work, the Property is to be left in a clean and safe condition to allow for redevelopment;

2.1.6 Provide all notifications to all local, county, state, and federal agencies, including, but not limited to, the Palm Beach County Health Department;

2.1.7 Notification of Asbestos Abatement - Contact the Environmental Control Office (561-684-5154), they are responsible for and delegates all asbestos activities; including verifying, abating, and notifying. A NESHAP notification is required by law to be submitted to the local regulatory agency;

2.1.8 Keep all records of inspection and dumps, including hazardous materials for proof of safe removal;

2.2 CONTRACTOR will take preventive measures to prevent and control dust and debris from encroaching on adjacent properties and adjacent right-of-way;

2.3 The CONTRACTOR is required to perform all work in accordance with applicable federal, state, county, and city laws and regulations. In addition, the CONTRACTOR is required to perform all work in accordance with generally recognized and safe industry standards for demolition.

2.4 CONTRACTOR hereby represents to CRA, with full knowledge that CRA is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional licenses, training, expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good demolition and engineering practice.

2.6 The CONTRACTOR shall be responsible for the permit fees or cost associated with the issuance any permits necessary to complete the services required pursuant to this

Agreement.

2.7 CONTRACTOR shall contact all utility companies, coordinate, and pay all costs and fees associated with disconnecting the utilities.

2.8 The sidewalks within the public rights-of-way are to remain and appropriate actions need to be implemented to protect it during the demolition process;

### **SECTION 3 CONTRACT SUM**

3.1 The CRA hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, and for work as directed by CRA an amount not to exceed Thirty Thousand Five Hundred and 00/100 (\$30,500.00) the "Contract Price". The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CRA shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is executed by both parties. The CONTRACTOR's mobilization, reduction in productivity, utilization, removal of debris, associated tipping fees, and restoration of the Property are all included in the Contract Price. Any additional work to be performed by CONTRACTOR shall be agreed to by the parties and authorized pursuant to a written amendment to this Agreement executed by both parties.

3.2 For payment purposes, the CONTRACTOR will invoice the CRA for the work performed, once the work is completed, as determined by the CRA. CRA may withhold payment until a final determination is made that all work required to be performed pursuant to this Agreement is completed, all required inspections are completed, and that the CRA receives all required certifications and documentation confirming that the work performed pursuant to this Agreement complies with all applicable laws and regulations for the City, County, State and Federal Agencies, and any differences in job performance, damage to adjacent property, or penalties are resolved to the satisfaction of the CRA.

### **SECTION 4 PROTECTION OF PROPERTY**

4.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the Property and properties adjoining the work sites from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, etc., on account of the work being carried on pursuant to this Agreement. CONTRACTOR will preserve from damage all property along the line of work or which is in the vicinity or is in any way affected by the work, the removal or destruction of which is not called for by the plans and specifications.

4.2 The CONTRACTOR shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. Should it become necessary for CONTRACTOR to close any roads during any period, it shall coordinate such in advance with the CRA and the City of Lake Worth to avoid traffic disruption and interference with the delivery of fire and police services.

4.3 The CRA reserves the right to request a stop work order from the City, directed to the CONTRACTOR, for unsatisfactory performance of any obligations of this Agreement, at any time the CRA determines the CONTRACTOR is not meeting the expectations of this Agreement, or any breaches by CONTRACTOR of its obligation to protect property pursuant to this Agreement.

## **SECTION 5 CONTRACTOR'S INDEMNIFICATION**

5.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CRA, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorney's fees, and paralegal expenses, at both the trial and appellate levels in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work pursuant to this Agreement, the CRA may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CRA as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

5.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **SECTION 6 INSURANCE**

6.1 The CONTRACTOR shall provide and maintain in force at all times during the Agreement with the CRA such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance as will assure to the CRA the protection contained in the foregoing indemnification undertaken by the CONTRACTOR, including the following:

- 6.1.1 Workers' Compensation Statutory limits.
- 6.1.2 Commercial General Liability Insurance with limits of no less than \$1,000,000.00, including CRA as an additional insured.
- 6.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

6.2 CONTRACTOR shall ensure that its insurance provides adequate coverage consistent with all of its obligations under of this Agreement.

6.3 A Certificate of Insurance acceptable to the CRA shall be provided listing the above coverage's and providing 30 days prior written notice to the CRA in the case of cancellation or change of insurer. Should CONTRACTOR permit any required coverage to lapse, CRA may, but is not required to, immediately terminate this Agreement. The CRA shall be named as an additional insured on all policies of insurance, with a waiver of subrogation on the Workers' Compensation/Employees Liability Policy.

6.4 CONTRACTOR is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Agreement may consider necessary, and any deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the CONTRACTOR. CONTRACTOR shall provide proof of coverage by its subcontractors upon CRA's request.

## **SECTION 7 WARRANTY**

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the CRA with the usual thoroughness and competence of the demolition trade

## **SECTION 8 MISCELLANEOUS**

8.1 Attorney's Fees: In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

8.2 Governing Law: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

8.3 Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.

8.4 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

## **SECTION 9 TERM; TERMINATION; LIQUATED DAMAGES**

9.1 CONTRACTOR agrees to obtain all required permits and approvals for the demolition of the structures no later than fourteen (14) days following execution of the Agreement by the CRA, and complete the work required pursuant to this Agreement no later than May 31, 2015. The time for completion may be extended for an additional period not to exceed thirty (30) days pursuant to written authorization executed by the CRA's Executive Director. Any additional extensions of the time for completion are subject to the execution of a written amendment to this Agreement, approved by the CRA Board. Extensions of time shall only be granted based upon circumstances that occur beyond the control of the CONTRACTOR, or for the convenience of the CRA.

9.2 It is expressly understood and agreed that the CRA may terminate this Agreement, in total or in part, without cause or penalty, at any time upon written notice delivered to CONTRACTOR. In that event, the CRA's sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONTRACTOR up to the time of termination. Upon such termination, the CRA may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

9.3 Liquidated Damages: Upon the failure of CONTRACTOR to complete the Work within the time specified, plus approved extensions, if any, the CONTRACTOR shall pay to CRA the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CRA as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Agreement on time. CRA shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CRA is insufficient to pay in full such liquidated damages, the



LAKE WORTH COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Cary Sabol, Chair

ATTEST:

\_\_\_\_\_  
Joan Oliva, Executive Director

BELLA CONSTRUCTION CORP., a Florida  
corporation

BY: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(CORPORATE SEAL)  
\_\_\_\_\_, SECRETARY

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and Secretary, respectively, of Bella Construction Corp., and acknowledged executed the foregoing Agreement as the proper official of Bella Construction Corp., for the use and purposes mentioned in it and affixed the official seal of Bella Construction Corp., and that the instrument is the act and deed of Bella Construction Corp..

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires: