

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT to the Service Contract No. 2032 dated _____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

THE CHRISTMAS PALACE, LLC, a Florida limited liability company, having its office and place of business at 9820 NW 77th Ave, Hialeah Gardens, Florida 33016, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the parties entered into Service Contract No. 2032 for holiday lighting and décor services on September 28, 2023, ("Original Contract"), and approved by City Resolution No. 2023-226; and

WHEREAS, the parties entered into a First Amendment No. 12395, to the Original Agreement on July 29, 2024; and approved by City Resolution No. 2024-182; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original Contract for one (1) additional one-year period and to substitute Exhibit “A” to the Original Contract.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 2032 effective September 28, 2023, approved and adopted by Resolution No. 2023-226, and subsequently amended on July 29, 2024, approved and adopted by Resolution No. 2024-182, copies of which are attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect except as specifically amended herein below.

3. The attached Exhibit “A,” Scope of Services, is hereby substituted for, and in all references replaces that Exhibit “A,” Scope of Services which was attached to, referenced, and made a part of the Original Agreement.

4. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 27, 2026.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

**The Christmas Palace, LLC
a Florida Limited Liability Company**

**By: All Seasons Imports Inc.
a Florida Corporation, its Manager**

Witnesses:

Rile R.F.

Daniela Rodriguez
(Print or Type Name)

mgonzalez
Melisa Gonzalez
(Print or Type Name)

By: [Signature]
James Knips, President

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3 day of July, 2025, by James Knips as President of All Seasons Imports Inc., a Florida corporation on behalf of the company, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
REBECA DELATORRE
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

Exhibit A
Scope of Services
The Christmas Palace, LLC

Introduction

The City of Pompano Beach (“City”) put out a bid (T-12-23) to seek proposal from qualified companies to install, service, maintain and uninstall temporary holiday lighting services. The Christmas Palace, LLC (“Contractor”) was awarded the bid at the Sept 12, 2023 Commission meeting.

Scope of Work

Contractor shall provide the following installation services at multiple pre-specified locations throughout the City. A listing of items and locations are below.

Contractor shall complete installation schedule as follows:

- All holiday lights installed by October 31, 2025 for all locations.
- All décor pieces and holiday trees installed by November 16th 2025 for all locations.
- All lights and décor to be lit by November 20, 2025.
- Two (2) holiday trees to be lit and respective holiday events Light up MLK and Untapped.
- Contractor shall remove all holiday lights, décor and trees by January 17, 2026.

Compensation

The City will pay a fifty percent (50%) deposit at the time of contract has been executed and a purchase order has been created. Upon completion of installation, a secondary payment of thirty percent (30%) will be paid to the Contractor. Upon completion removal of all holiday ornaments, lights and trees, a final payment of twenty percent (20%) will be paid to the Contractor.

Maintenance

All temporary holiday lighting and decorations shall be serviced throughout the scheduled time frame after installation has occurred. Any issues with any rented equipment shall be responded to within a twenty-four (24) hour period of notification to Contractor.

Line-Item Cost

Estimates #2025-3035, #2025-3036 & 2025-3003 attached

Estimate #3035 – \$36,722.50
Estimate #3036 – \$14,950.00
<u>Estimate #3003 – \$142,983.25</u>
\$194,655.75

Bill to
City Of Pompano Beach - Cultural Center

Ship to
City Of Pompano Beach - Public Works

Estimate details

Estimate no.: 2025-3035
Estimate date: 06/04/2025

#	Product or service	Description	Qty	Rate	Amount
1.	C7 White Wire 12"	We will outline the Ali Cultural Center in commercial grade warm white LED Lighting. 600 Feet C7 White wire will be used. Location: Ali Cultural	1	\$1,920.00	\$1,920.00
2.	Majestic Lush 9' 14" WW Garland	We will install our luxurious Majestic garland to be installed above the front door of the center. Garland will be fully lit and decorated with commercial grade UV Ornaments Location: Ali Cultural	1	\$125.00	\$125.00
3.	4 Foot WW Wreath	We will Install a fully decorated Wreath to match the Majestic garland. Wreath will be placed directly above the front entrance Location: Ali Cultural	1	\$250.00	\$250.00
4.	704- WW Commercial Connect	We will wrap 15 palms in commercial grade warm white LED Lighting. Each palm will consist of 10 sets pf lights per palm, for a total of 150 sets. Location: Pompano Beach Cultural	15	\$225.00	\$3,375.00
5.	Majestic Lush 9' 14" WW Garland	We will install our Majestic Garland on the main street poles Location: Pompano Beach Cultural	6	\$195.00	\$1,170.00
6.	Majestic 30ft Christmas Tree	We will install our oversized majestic Christmas tree fully decorated in a Gold, Silver and Blue theme Location: Annie Gillis Park	1	\$9,750.00	\$9,750.00
7.	704- WW Commercial Connect	We will wrap 10 Palms in commercial grade warm white LED lighting. Each palm will	10	\$159.25	\$1,592.50

consist of 7 sets for a total of 70 sets
Location: Annie Gillis Park

8.	Sit in Gift Box Photo Opportunity	Custom sit in Gift box to be placed directly in front of the tree Location: Annie Gillis Park	1	\$3,450.00	\$3,450.00
9.	Majestic Lush 9' 14" WW Garland	We will install 18 feet of Garland on each pole along MLK Blvd Location: MLK Blvd	12	\$195.00	\$2,340.00
10.	Majestic Lush 9' 14" WW Garland	We will install 18 feet of Garland on each pole along North 6th Ave Location: N 6th Ave & Atlantic	10	\$195.00	\$1,950.00
11.	Walk Thru Teddy Bear	We will install our oversized Walk thru santa teddy bear in old town Location: Old Town	1	\$6,500.00	\$6,500.00
12.	3 Present Bundle	We will instal our oversized Red, Green and Blue presents. These present bundles will be placed on each side of the teddy bear Location: Old Town	2	\$2,150.00	\$4,300.00
Total				\$36,722.50	

Accepted date

Accepted by

Bill to
City Of Pompano Beach - Parks & Recs

Ship to
City Of Pompano Beach - Public Works

Estimate details
Estimate no.: 2025-3036
Estimate date: 06/04/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Majestic 30ft Christmas Tree	We will Install our Luxurious 30 foot Fully decorated christmas tree in a Gold, Silver and Blue theme Location: Atlantic & Dixie	1	\$8,250.00	\$8,250.00
2.	Red Seasons Greeting Sign	Oversized BLUE Seasons Greeting sign. This Sunning photo opportunity has Red Led Lighting along with Pure white Rope Lights.	1	\$4,100.00	\$4,100.00
3.	6 Foot Menorah	6 Foot Stainless menorah to be placed near the christmas tree	1	\$2,600.00	\$2,600.00
Total					\$14,950.00

Accepted date

Accepted by

Bill to
City Of Pompano Beach - Public Works

Ship to
City Of Pompano Beach - Public Works

Estimate details

Estimate no.: 2025-3003
Estimate date: 03/29/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Majestic Lush 9' 14" WW Garland	We will install 9 Feet of fully decorated Garland. We Will use our luxurious Gold and Silver theme for great day and nighttime viewing. Each Pole will have a Bow. Location: Old Town	49	\$210.00	\$10,290.00
2.	704- WW Commercial Connect	We will Wrap the trunks into the foliage of 6 oak trees in the old town civic plaza with (6) LED Light strands. Each tree will be equipped with a dusk to dawn timer. Location: Old Town	6	\$136.50	\$819.00
3.	704- WW Commercial Connect	We will wrap 12 Sylvester Date palms in commercial Grade warm white LED Lighting. Wrap each palm with 14 sets per tree for a total of 168 sets. Location: A1A & Pompano Beach Blvd	12	\$318.50	\$3,822.00
4.	704- WW Commercial Connect	We will wrap 5 Coconut Palms that are located behind the carriage in commercial Grade warm white LED lighting. We will wrap each palm with 7 Sets per tree for a total of 35 sets. We will Add a 2 set Pure white Ring on each Tree for a total of 10 sets Location: Great Lawn South	5	\$204.75	\$1,023.75
5.	Sit in Carriage	Enjoy a moment of royalty while sitting in our gold majestic carriage. The Carriage will also Include 2 Oversized horses for an amazing photo opportunity H: 14.63ft X W 16.73ft X W10.17ft Location: Great Lawn South (Beach Side)	1	\$18,250.00	\$18,250.00

6.	36" Starburst Enhancer	We will install various sized snowflakes on the 5 palms behind the carriage on the great lawn. Snowflakes will be installed at various heights to ensure a great photo opportunity Location: Great lawn South (Beach Side)	15	\$275.00	\$4,125.00
7.	Luxurious Walk thru Ornament Ball WW/PW	Walk thru Ornament.Pure white glittering lights with animated Snowflake lights. H 14.76ft x W 14.76ft x D 13.28ft Location: Great Lawn	1	\$16,750.00	\$16,750.00
8.	704- WW Commercial Connect	We will wrap 6 Coconut palms in commercial Grade warm white LED Lighting. Wrap each palm with 7 sets per tree for a total of 42 sets. We will add 2 Sets per tree of Red for a total of 12 sets Location: Great Lawn North	6	\$204.75	\$1,228.50
9.	704- WW Commercial Connect	We will wrap 8 Bismarck palms in commercial Grade warm white LED lighting. Wrap each palm with 9 sets for a total of 72 sets. Wrap each palm with 5 Aqua sets for a Total of 40 sets. Location: Great Lawn	8	\$318.50	\$2,548.00
10.	704- WW Commercial Connect	We will wrap 29 Coconut Palms in commercial Grade warm white LED lighting. Wrap each palm with 7 sets for a total of 196 sets. Wrap each palm with 2 sets of LED lighting, Color Bands will alternate between, Green, Red, Aqua Location: Great Lawn	29	\$204.75	\$5,937.75
11.	Photo- Op Gift Box	We will install our Custom branded photo opportunity gift boxes along the beach walk for great photo opportunities. The final locations will be determined by the city officials. Location: Beach Side	3	\$1,750.00	\$5,250.00
12.	704- WW Commercial Connect	We will Wrap 52 Coconut Palms in Commercial Grade warm white LED Lighting. Wrap Each Palm with 7 Sets of LED lighting for a total of 364 Sets. Wrap Each palm with 2 sets of LED Lighting. Color Bands will alternate between, Green, Red, Aqua. Location: Pompano Beach Pavilion	52	\$204.75	\$10,647.00
13.	704- WW Commercial Connect	We will wrap 4 Coconut Palms in Commercial Grade warm white LED Lighting. Wrap each palm with 5 sets per tree for a total of 20 sets. Wrap each Palm with alternating color bands of Aqua, Green and Red Location: Pompano Beach Pavilion	4	\$159.25	\$637.00
14.	704 - Aqua Commercial Connect	We will wrap 7 Bismarck palms in commercial Grade aqua LED Lighting. Wrap each palm with 7 sets per tree for a total of	7	\$159.25	\$1,114.75

49 sets.
Location: Harbor Village

15. 704- WW Commercial Connect	We will wrap 4 Sylvester Date Palms in Commercial Grade warm white LED lighting. Wrap each palm with 10 sets per tree for a total of 40 sets. Location: Harbor Village	4	\$227.50	\$910.00
16. 704- WW Commercial Connect	We will wrap 3 Medjool Date palms In commercial Grade warm white LED Lighting. Wrap each palm with 12 sets per tree for a total of 36 sets. Location: Harbor Village	3	\$273.00	\$819.00
17. 704 - Aqua Commercial Connect	We will wrap 6 Bismarck palms in commercial Grade aqua LED Lighting. Wrap each palm with 7 sets per tree for a total of 42 sets. Location: Harbor Village	6	\$159.25	\$955.50
18. 704- WW Commercial Connect	We will wrap 12 coconut palms in commercial Grade warm white LED lighting. Wrap each palm with 5 sets for a total of 60 sets. Wrap each palm with alternating Red, Green, Aqua color bands. Location: Briny Ave	12	\$159.25	\$1,911.00
19. C7 White Wire 12"	Outline the Main Pompano Beach fishing pier sign in 360ft of commercial grade warm white LED lighting. We will use magnetic C7 12 Inch Spacing Location: Pompano Beach Fishing Pier	1	\$1,365.00	\$1,365.00
20. Star Arch With Pure white LED Snowflakes	We will install our Luxurious Star with snowflake photo opportunity at the entrance of the boardwalk. This Star arch will be an amazing photo opportunity for visitors and residents alike. Location: Pompano Beach Fishing Pier	1	\$10,200.00	\$10,200.00
21. 704- WW Commercial Connect	We will wrap 24 Washington Palms in commercial Grade warm white LED lighting. Wrap each palm with 12 sets for a total of 288 sets. Wrap each Palm with Red Color Bands. Location: City Hall	24	\$318.50	\$7,644.00
22. C7 White Wire 12"	We will outline the Lyons park monument sign with 140 feet of commercial grade C7, 12 inch spacing LED Lighting. Location: Lyons Park	1	\$455.00	\$455.00
23. Icon 6 Foot Standing Deer	We will Place 2 6 Foot icon LED Deer on each side of the Lyons Park sign creating a dramatic statement as you drive by. Location: Lyons Park	2	\$1,450.00	\$2,900.00
24. 704- WW Commercial Connect	We will scatter 20 sets of warm white LED lighting throughout the hedges below the	1	\$380.00	\$380.00

Lyons park monument sign.
Location: Lyons Park

25. Majestic Lush 9' 14" WW Garland	We will install 2- 9ft Luxurious Gold and Silver theme garlands. These garlands will be fully lit with commercial grade warm white LED Lighting. These garlands will be placed on top of the Lyons park sign. Location: Lyons Park	2	\$275.00	\$550.00
26. 704- WW Commercial Connect	We will wrap 2 Royal palms in commercial grade warm white LED lighting. Wrap each palm with 10 sets of warm white LED lights for a total of 20 sets. We will add an additional 10 palm fronds per tree for a total of 20 Palm fronds. Location: Lyons Park	2	\$500.50	\$1,001.00
27. Majestic Lush 9' 14" WW Garland	We will install our luxurious Garland on the McNab Main Fences. A Red Structural bow will be placed at each swag point (34) Location: McNab House	33		\$0.00
28. Majestic Lush 9' 14" WW Garland	We will install our luxurious garland on the 5 main column of the mcNab house. A Red Structural Bow will be installed on each Column Location: McNab House	15		\$0.00
29. 4 Foot WW Wreath	We will Install a 4 Foot Wreath on the mai facade of the home Location: McNab House	1		\$0.00
30. C7 White Wire 12"	We will Outline the Main home including the garage in commercial grade warm white LED lighting Location: McNab House	1		\$0.00
31. 704- WW Commercial Connect	We will wrap the 4 small oak trees in commercial Grade warm white LED Lighting into the foliage creating a wow factor Location: Backyard BBQ	1		\$0.00
32. 704- WW Commercial Connect	We will wrap the 6 Alexander palms in commercial grade warm white LED lighting, with a red color band at no additional cost Location: Backyard BBQ	6		\$0.00
33. Tripple Star Photo Opportunity Arch	We will install our luxurious Star Arch Location: Backyard BBQ	1		\$0.00
34. Wooden RGB Spheres	We will install our custom made RGB Wooden spheres in the main tree Location: Backyard BBQ	30		\$0.00
35. CP Package Pricing	Mcnab and Backyard BBQ Package Price	1	\$31,450.00	\$31,450.00
Total			\$142,983.25	

Accepted date

Accepted by

Estimate #3035 -- \$36,722.50

Estimate #3036 -- \$14,950.00

Estimate #3003 -- \$142,983.25

\$194,655.75



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

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

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

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: Krystle Grilli PHONE (A/C. No. Ext): 954-724-7000 E-MAIL ADDRESS: kgrilli@keyescorverage.com FAX (A/C. No): 954-724-7024
INSURED All Seasons Imports, Inc. The Christmas Palace Holiday Palace, Inc. 9820 N W 77th Avenue Hialeah FL 33016	INSURER(S) AFFORDING COVERAGE INSURER A: Brierfield Insurance Company INSURER B: FCCI Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1187528055

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GL100044070-07	5/15/2025	5/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025425-07	5/15/2025	5/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100025426-07	5/15/2025	5/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Pompano Beach (100 W Atlantic Blvd., Pompano Beach, FL 33060) is included as additional insured with regards to the General Liability policy when required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice / 10 Days for Non-Pay

City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach FL 33060

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2025

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 Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623	CONTACT NAME: PHONE (A/C, No, Ext): (888) 627-4735 FAX (A/C, No): E-MAIL ADDRESS: PEO_WorkComp@paychex.com
INSURED Paychex PEO Holdings, LLC Alt. Emp: ALL SEASONS 911 Panorama Trail South Rochester NY 14625	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 40142

COVERAGES **CERTIFICATE NUMBER:** 20239164 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED 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			WC 12-68-329-05	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period	06/01/2025	06/01/2026	Client# 07402745-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to: ALL SEASONS, 9820 NW 77th Ave, Hialeah Gardens FL 33016

CERTIFICATE HOLDER

City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary Storti

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

RESOLUTION NO. 2024- 182**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO SERVICE CONTRACT NO. 12395 BETWEEN THE CITY OF POMPANO BEACH AND THE CHRISTMAS PALACE, LLC, PROVIDING FOR HOLIDAY LIGHTING AND DECOR SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the First Amendment to Service Contract No. 12395 between the City of Pompano Beach and The Christmas Palace, LLC, providing for holiday lighting and decor services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and The Christmas Palace, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of July, 2024.

DocuSigned by:

Rex Hardin

502CB780EB3E480

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Kervin Alfred

D1C913A8ED334CA

KERVIN ALFRED, CITY CLERK

/mcm

7/9/24

l:reso/2024-192

DocuSigned by:



FIRST AMENDMENT***No. 12395***

THIS IS A FIRST AMENDMENT to the Service Contract No. 2032 dated
July 29, 2024

_____, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

THE CHRISTMAS PALACE, LLC, a Florida limited liability
company, having its office and place of business at 9820 NW 77th Ave,
Hialeah Gardens, Florida 33016, hereinafter referred to as
“CONTRACTOR.”

WHEREAS, the parties entered into Service Contract No. 2032 for holiday lighting and
décor services on September 28, 2023, ("Original Contract"), and approved by City Resolution
No. 2023-226; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original
Contract for one (1) additional one-year period, substitute Exhibit “A,” and to substitute Exhibit “B,”
to the Original Contract.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 2032 effective September 28, 2023, approved and adopted by Resolution No. 2023-226, a copy of which is attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect except as specifically amended herein below.

3. The attached Exhibit "A," Scope of Services, is hereby substituted for, and in all references replaces, that Exhibit "A," Scope of Services which was attached to, referenced, and made a part of the Original Agreement.

4. The attached Exhibit "B," Insurance Requirements, is hereby substituted for, and in all references replaces, that Exhibit "B," Insurance Requirements, which was attached to, referenced, and made a part of the Original Agreement.

5. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 27, 2025.

6. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

DocuSigned by:
Rex Hardin
By: 502CB780EB3E480...
REX HARDIN, MAYOR

(SEAL)

DocuSigned by:
Gregory P. Harrison
By: 7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY



"CONTRACTOR"

**The Christmas Palace, LLC
a Florida Limited Liability Company**

**By: All Seasons Imports Inc.
a Florida Corporation, its Manager**

Witnesses:

Daniela Rodriguez

Daniela Rodriguez
(Print or Type Name)

Shari Den

Shari Den
(Print or Type Name)

By: *James Knips*

James Knips, President

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of July, 2024, by James Knips as President of All Seasons Imports Inc., a Florida corporation on behalf of the company. He is personally known to me or who has produced _____

(type of identification) as identification.

NOTARY'S SEAL



Rebecca Delatorre

NOTARY PUBLIC, STATE OF FLORIDA

REBECA DELATORRE

(Name of Acknowledger Typed, Printed or Stamped)

#11105172

Commission Number

Introduction

The City of Pompano Beach ("City") put out a bid (T-12-23) to seek proposal from qualified companies to install, service, maintain and uninstall temporary holiday lighting services. The Christmas Palace, LLC ("Contractor") was awarded the bid at the Sept 12, 2023 Commission meeting.

Scope of Work

Contractor shall provide the following installation services at multiple pre-specified locations throughout the City. A listing of items and locations are below.

Contractor shall complete installation schedule as follows:

- All holiday lights installed by October 31, 2024 for all locations.
- All décor pieces and holiday trees installed by November 16th 2024 for all locations.
- All lights and décor to be lit on November 20, 2024.
- Two (2) holiday trees to be lit and respective holiday events Light up MLK and Untapped.
- Contractor shall remove all holiday lights, décor and trees by January 7, 2025.

Compensation

The City will pay a fifty percent (50%) deposit at the time of contract has been executed and a purchase order has been created. Upon completion of installation, a secondary payment of thirty percent (30%) will be paid to the Contractor. Upon completion removal of all holiday ornaments, lights and trees, a final payment of twenty percent (20%) will be paid to the Contractor.

Maintenance

All temporary holiday lighting and decorations shall be serviced throughout the scheduled time frame after installation has occurred. Any issues with any rented equipment shall be responded to within a twenty-four (24) hour period of notification to Contractor.

Line-Item Cost

Estimates #2210, #2202, & 2209 attached

Estimate #2210 – \$14,300.00

Estimate #2202 – \$103,817.25

Estimate #2209 – \$35,222.50

\$153,339.75

Christmas Palace
9820 NW 77th Ave
Hialeah Gardens, FL 33016
(305) 558-5352
nickc@thechristmaspalace.com

Estimate # 2210



ADDRESS POMPANO BEACH Parks/ Recs. Civic Center 1201 NE 5th Ave Pompano Beach, FL 33060	DATE 04/22/2024	TOTAL \$14,300.00	

ACTIVITY	QTY	RATE	AMOUNT
OUTDOOR CHRISTMAS TREE 24 Foot Holiday Tree fully decorated with warm white LED Lighting, a custom ornament package and a 3 foot Star topper Location: Atlantic & Dixie	1	8,250.00	8,250.00
Sit in Photo Opportunity Custom sit in bench to be branded with the City of Pompano beach's Logo for an amazing photo opportunity. The present bench will be placed next to the Holiday Tree. Location: Atlantic & Dixie	1	3,450.00	3,450.00
6 Foot Stainless Menorah 6 Foot Stainless Menorah to be placed near the Christmas Tree Location: Atlantic & Dixie	1	2,600.00	2,600.00
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included The Christmas Palace is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirements	1	0.00	0.00

TOTAL \$14,300.00

THANK YOU.



Christmas Palace
9820 NW 77th Ave
Hialeah Gardens, FL 33016
(305) 558-5352
nickc@thechristmaspalace.com

Estimate # 2202



ADDRESS	DATE	TOTAL
POMPANO BEACH PUBLIC WORKS DEPT 1201 NE 5th Ave Pompano Beach, FL 33060	04/04/2024	\$103,817.25

ACTIVITY	QTY	RATE	AMOUNT
Pole Decor- Lush Garland Install 9 Feet of Fully decorated Garland with Warm white LED lighting per pole for great day and nighttime viewing. Each Pole will Include 2 Bows LOCATION 1- Old Town	49	195.00	9,555.00
LIGHTING:TREE WRAPPING Wrap the trunks and branches of the 6 Oak Trees in the old town civic plaza with (6) LED Lights. Each Tree will have a dusk to dawn timer LOCATION 1- Old Town	6	136.50	819.00
LIGHTING:PALM TREE WRAPPING Wrapping of 12 Sylvester palms in commercial grade warm white LED lighting. Wrap each Palm with 14 sets per tree for a total of 168 Sets LOCATION: A1A & POMPANO BEACH BVD	12	318.50	3,822.00
LIGHTING:PALM TREE WRAPPING Wrapping of 5 Coco Palms in commercial grade warm white LED lighting. Wrap each palm with 7 sets per tree for a total of 35 sets. Wrap Each palm with 2 sets of Red Per Tree for a Total of 10 sets LOCATION: Great Lawn South	5	204.75	1,023.75
LIGHTING:PALM TREE WRAPPING Wrapping of 6 Coco palms in commercial grade warm white LED Lighting. Wrap each palm with 7 sets per tree for a total of 42 sets. Wrap each Palm with 2 sets of red for a total of 12 sets LOCATION: Great Lawn North	6	204.75	1,228.50
LIGHTING:PALM TREE WRAPPING Wrapping of 8 Bismarck palms in commercial Grade warm white LED lighting Wrap each palm with 9 sets, for a total of 72 sets. Wrap Each Palm with 5 Blue LED sets for a total of 40 sets. LOCATION: Great Lawn	8	318.50	2,548.00



ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of 29 Coco Palms in commercial Grade warm white LED Lighting. Wrap each palm with 7 sets, for a total of 196 sets. Wrap each Palm with 2 sets of LED Lights in alternating Red & Green tops. LOCATION: Great Lawn	29	204.75	5,937.75
LIGHTING:PALM TREE WRAPPING Wrapping of 52 Coco Palms in commercial Grade warm white LED Lighting. Wrap each palm with 6 Sets per tree for a total of 312 Sets. Wrap each palm with 1 set alternating Red & Green Tops. LOCATION: Pompano Beach Pavilion	52	159.25	8,281.00
LIGHTING:PALM TREE WRAPPING Wrapping of 4 Coco Palms in commercial Grade warm white LED Lighting. Wrap each palm with 5 Sets per tree for a total of 20 sets. Wrap each palm with alternating Red & Green tops. LOCATION: Pompano Beach Pavilion	4	159.25	637.00
LIGHTING:PALM TREE WRAPPING Wrapping of 7 Bismarck Palms in commercial Grade Aqua LED Lighting. Wrap Each palm with 7 sets per tree for a total of 49 sets. LOCATION: Harbor Village	7	159.25	1,114.75
LIGHTING:PALM TREE WRAPPING Wrapping of 4 Sylvester Palms in commercial Grade Warm white LED Lighting. Wrap each palm with 10 sets per tree for a total of 40 sets. LOCATION: Harbor Village	4	227.50	910.00
LIGHTING:PALM TREE WRAPPING Wrapping of 3 Medjool Date palms in commercial Grade warm white LED Lighting. Wrap each palm with 12 sets per tree for a total of 36 Sets LOCATION: Harbor Village	3	273.00	819.00
LIGHTING:PALM TREE WRAPPING Wrapping of 6 Bismarck Palms in Commercial Grade Aqua LED Lighting. Wrap Each palm with 7 sets per tree for a total of 42 sets. LOCATION: Harbor Village	6	159.25	955.50
LIGHTING:PALM TREE WRAPPING Wrapping of 12 coconut palms in Commercial Grade warm white LED Lighting. Wrap each palm with 5 Sets each for a total of 60 Sets. Wrap Each palm with alternating Red & Green Tops. LOCATION: Briny Ave	12	159.25	1,911.00
C7 12" Spacing White Cord w/WW LED Outline the Main Pompano Beach fishing pier sign in 360 Ft of commercial Grade warm white LED C7 12 Inch Spacing. LOCATION: Pompano Beach Fishing Pier	1	1,365.00	1,365.00

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of 24 Washington Palms In commercial Grade warm white LED Lighting. Wrap each palm with 12 sets for a total of 288 Sets. Wrap each palm with alternating Red & Green Tops. LOCATION: City Hall	24	318.50	7,644.00
C7 12" Spacing White Cord w/WW LED Outline the Lyons park Monument sign with 140 feet of commercial Grade C7 12 Inch spacing Warm white, White Wire LED Lighting LOCATION: Lyons Park	1	455.00	455.00
LIGHTING:Icon Reindeer 6 Foot Reindeer to be placed one on each side of the Lyons park monument sign. LOCATION: Lyons Park	2	1,450.00	2,900.00
LIGHTING:Scattered WW LED Lighting Scatter 20 sets of warm white LED lighting throughout the hedges below the Lyons Park monument sign LOCATION: Lyons Park	1	380.00	380.00
Sign Enhancer Lush Garland Install a Lush 18 Foot Garland to be placed on the Lyons Park monument sign. Garland to be decorated in a COTH Theme. LOCATION: Lyons Park	1	550.00	550.00
LIGHTING:PALM TREE WRAPPING Wrapping of 2 Royal palms in commercial Grade warm white LED Lighting. Wrap each palm with 10 sets of Warm white Lights for a total of 20 Sets. Add 2 sets of red Per palm on the husk. Install 10 Palm fronds per tree for a total of 20 palm Fronds	2	500.50	1,001.00
LIGHTING:Photo Opportunity Present Walk Thru Custom Photo Opportunity with The city of Pompano Logo for a great family opportunity to be placed on various locations of the beach LOCATION: Beach Side	3	1,650.00	4,950.00
Lease Item:Sit in Carriage Enjoy a moment of royalty while sitting in our gold majestic carriage. H 14.63ft x W 16.73ft x W 10.17ft LOCATION: Beach Side	1	15,700.00	15,700.00
Sign Enhancers:Custom Snowflake Sign Enhancers Shimmering Snowflake Enhancers To be Installed on Palms behind the Carriage on the great lawn (snowflakes will be installed at different heights) LOCATION: Beach Side & Great Lawn	15	275.00	4,125.00

Subtotal: 78,632.25

ACTIVITY	QTY	RATE	AMOUNT
Lush 9' Garland W/LED Lighting Lush Garland with a Color scheme to match the existing holiday program to be installed on the McNab House outer fences LOCATION: McNab House	33		0.00
Lease Item:Red & Gold Structural Bow 18 Inch Red and Gold Bows to be placed and installed on each swag of the garland on the outer fences LOCATION: McNab House	34		0.00
Lush 9' Garland W/LED Lighting Lush Garland with a Color scheme to match the existing holiday program to be installed on the McNab House 3 per Columns LOCATION: McNab House	15		0.00
Lease Item:Red & Gold Structural Bow 18 Inch Red and Gold to be placed on the top of the Columns 1 per Column LOCATION: McNab House	5		0.00
Outdoor Greenery:48 Inch Commercial Wreath 48 Inch Lush Green Wreath Lit with commercial grade warm white lights and decorated with a color scheme to match garlands LOCATION: McNab House	1		0.00
RGB SPOT LIGHTS 25 RGB Spot Lights to be installed around the McNab house which will be set to wash the walls in Red and Green LOCATION: McNab House	25		0.00
C7 12" Spacing White Cord W/Warm White Led Bulbs Install warm white C7 LED Lighting around the perimeter of the Main Home and garage. Install a total of 360 FT LOCATION: McNab House	360		0.00
POLE WRAP GARLAND Install 18 Feet of Lush Garland per light post with colors to match the Cities Holiday Program. LOCATION: Backyard BBQ	4		0.00
LIGHTING:Warm White G50 Scatter Warm white G50 LED Lighting in the 4 small oaks in the center of the Backyard BBQ Plaza LOCATION: Backyard BBQ	4		0.00
Custom Decor Install 30 RGB Spheres in the main Canopy of the tree, Install all wiring so it is not seen from the Main Street or from restaurant patrons LOCATION: Backyard BBQ	30		0.00

ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of 6 Skinny Palms in commercial Grade warm white LED Lighting, Wrap each palm up to the husk. Add 1 set of Red Lights on the husks of each tree LOCATION: Backyard BBQ	6	0.00	0.00
RGB SPOT LIGHTS Install RGB Red and Green spot lights in the canopy of the canopy of the main tree. LOCATION: Backyard BBQ	10	0.00	0.00
CHRISTMAS PALACE PACKAGE INSTALL Complete Package McNab And Backyard BBQ	1	25,185.00	25,185.00
			Subtotal: 25,185.00
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included The Christmas Palace is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirements	1	0.00	0.00

TOTAL

\$103,817.25

THANK YOU.

Accepted By

Accepted Date

Christmas Palace
9820 NW 77th Ave
Hialeah Gardens, FL 33016
(305) 558-5352
nickc@thechristmaspalace.com

Estimate # 2209



ADDRESS	DATE	TOTAL	
POMPANO BEACH CULTURAL CENTER 1201 NE 5th Ave Pompano Beach, FL 33060	04/22/2024	\$35,222.50	

ACTIVITY	QTY	RATE	AMOUNT
C7 12" Spacing White Cord W/Warm White Led Bulbs Outline the Ali Cultural Center in Commercial Grade warm white LED lighting. 600 feet of C7 White wire will be used LOCATION: Ali Cultural	1	1,920.00	1,920.00
Sign Enhancer Lush Garland Lush 9' Decorated garland to match the city wide theme, to be installed above the front door of the Center. Garland will be fully lit and decorated with Outdoor UV Ornaments LOCATION: Ali Cultural	1	125.00	125.00
LIGHTING:60' LED lit Wreath 60" Fully decorated wreath to match the city wide holiday decor theme. Wreath will be fully lit with commercial Grade warm white LED lighting and UV Ornaments. An 18 Inch red bow will top off the wreath LOCATION: Ali Cultural	1	250.00	250.00
LIGHTING:PALM TREE WRAPPING Wrapping of 15 Palms in commercial Grade warm white LED Lighting. Each palm will consist of 10 sets of lights per palm, for a total of 150 Sets. Location: Pompano Beach Cultural	15	225.00	3,375.00
Pole Decor- Lush Garland Lush Garland Decorated with a color scheme to match exterior decor Location: Pompano Beach Cultural	6	195.00	1,170.00
OUTDOOR CHRISTMAS TREE 24 Foot Holiday Tree fully decorated with warm white LED Lighting, a custom ornament package and a 3 foot Star topper Location: Annie Gillis Park	1	8,250.00	8,250.00



ACTIVITY	QTY	RATE	AMOUNT
LIGHTING:PALM TREE WRAPPING Wrapping of 10 Scattered Palms in commercial Grade Warm white LED lighting, each palm will consist of 7 Sets of Lights for a total of 70 sets. Power will need to be run aerial in this location. Location: Annie Gillis Park	10	159.25	1,592.50
Sit in Photo Opportunity Custom sit in bench to be branded with the City of Pompano beach's Logo for an amazing photo opportunity. The present bench will be placed next to the Holiday Tree. Location: Annie Gillis Park	1	3,450.00	3,450.00
Pole Decor- Lush Garland Lush Garland Decorated with a color scheme to match City wide exterior decor. 18 Feet of Garland to be Placed on Each Pole Location: MLK BLVD	12	195.00	2,340.00
Pole Decor- Lush Garland Lush Garland Decorated with a color scheme to match City wide exterior decor. 18 Feet of Garland to be Placed on Each Pole Location: N 6th Ave & Atlantic	10	195.00	1,950.00
Custom Decor Interactive Walk Thru Ornament with glittering lights and 3D hanging ornaments. All lights twinkle and shine with interior reflective vinyl. H 14.43ft x W 15.74ft x D 14.60ft Location: Old Town	1	6,500.00	6,500.00
Lease Item:Icon Present Bundle Oversized Red, Green & Blue presents. Sure to be a hit for any photo opportunity. Each present bundle will be placed on each side of the interactive walk thru ornament Location: Old Town	2	2,150.00	4,300.00
packages:MAINTENANCE 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included The Christmas Palace is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirements	1	0.00	0.00

TOTAL

\$35,222.50

THANK YOU.

Estimate #2210 -- \$14,300.00

Estimate #2202 -- \$103,817.25

Estimate #2209 -- \$35,222.50

\$153,339.75

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned



Minimum \$10,000/\$20,000/\$10,000
(Florida's Minimum Coverage)

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/16/2024

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

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

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321		CONTACT NAME: Krystle Grilli PHONE (A/C, No, Ext): 954-724-7000 E-MAIL ADDRESS: kgrilli@keyescoverage.com		FAX (A/C, No): 954-724-7024
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Brierfield Insurance Company		10993
		INSURER B : FCCI Ins. Company		10178
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1886486157**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		GL100044070-06	5/15/2024	5/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025425-06	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100025426-06	5/15/2024	5/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Pompano Beach (100 W Atlantic Blvd., Pompano Beach, FL 33060) is included as additional insured in regard to the General Liability policy when required by written contract.

APPROVED *Rebecca Harrison*
By Rebecca Harrison at 1:15 pm, May 23, 2024

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice / 10 Days for Non-Pay

City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach FL 33060

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2024

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 Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive, Rochester, NY 14620	CONTACT NAME: PHONE (A/C, No. Ext): (888) 627-4735 FAX (A/C, No): E-MAIL ADDRESS: PEO_WorkComp@paychex.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company NAIC # 40142 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Paychex PEO Holdings, LLC Alt. Emp: All SEASONS, DBA: The Christmas Palace LLC 911 Panorama Trail South Rochester NY 14625		

COVERAGES **CERTIFICATE NUMBER:** 20133402 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC 12-68-329-04	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	Location Coverage Period:		06/01/2024	06/01/2025	Client# 07402745-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to: ALL SEASONS, DBA : The Christmas Palace LLC, 9820 NW 77th Ave, Hialeah Gardens FL 33016

APPROVED *David Daley*
By David Daley at 5:32 pm, Jul 15, 2024

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach FL 33060

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

Mary Storti

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ACORD 25 (2016/03)

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RESOLUTION NO. 2023- 226**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE CHRISTMAS PALACE, LLC, PROVIDING FOR HOLIDAY LIGHTING AND DECOR SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and The Christmas Palace, LLC, providing for holiday lighting and decor services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and The Christmas Palace, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 26th day of September, 2023.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR**ATTEST:**

DocuSigned by:

Kervin Alfred

D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

DocuSigned by:



/jrm
9/19/23
l:reso/2023-236

SERVICE CONTRACT

No. 2032

THIS AGREEMENT is made and entered into on September 28, 2023, by the City of Pompano Beach ("City") and The Christmas Palace, LLC, a Florida Limited Liability Company ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work"), the Insurance Requirements set forth in Exhibit "B", and the Contractor's Response and Solicitation set forth in Exhibit "C", all of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit "A", and (iii) Exhibit "C".

2. *Purpose.* City contracts with Contractor to provide holiday lighting and décor services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a term of up to one (1) year beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional four (4) one (1) year terms.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed one hundred thirteen thousand nine hundred seventy-three dollars and 50/100 cents (\$113,973.50). Payments shall be based as described within Exhibit "A".

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. *Invoices.* Contractor shall submit invoices to City per Exhibit A.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Kate Belcher and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: James Knips
9820 NW 77th Avenue
Hialeah Gardens, FL 33016
Office: 954-673-9569
Email: santa@thechrismaspalace.com

If to City: Kate Belcher, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4575
Email: Kate.Belcher@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:

D1C913A8ED334CA
 KERVIN ALFRED, CITY CLERK


DocuSigned by:

502CB780EB3F480...
 By: _____
 REX HARDIN, MAYOR

DocuSigned by:

7052A67F15A44C8...
 By: _____
 GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

343B0B2C81D9424...
 MARK E. BERMAN, CITY ATTORNEY

DocuSigned by:




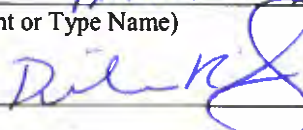
"CONTRACTOR"

The Christmas Palace, LLC
a Florida Limited Liability Company

By: All Seasons Imports Inc.
a Florida Corporation, its Manager

Witnesses:


Brandon Knips
(Print or Type Name)


Daniela Rodriguez
(Print or Type Name)


By: 
James Knips, President

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of September, 2023, by James Knips as President of All Seasons Imports Inc., a Florida corporation on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA
Rebecca Delatorre
(Name of Acknowledger Typed, Printed or Stamped)

HH105172
Commission Number



Introduction

The City of Pompano Beach put out a bid (T-12-23) to seek proposal from qualified companies to install, service, maintain and uninstall temporary holiday lighting services. The Christmas Palace, LLC (Contractor) was awarded the bid at the Sept 12, 2023 Commission meeting.

Scope of Work

Contractor shall provide the following installation services at multiple pre-specified locations throughout the City of Pompano Beach. A listing of items and locations are below.

Contractor shall complete installation of all holiday lighting by Friday, November 17, 2023. Contractor shall remove all holiday large ornaments and trees by January 4, 2023. The removal of all holiday string lighting shall be uninstalled and removed by February 2, 2023.

Compensation

The City of Pompano Beach will pay a fifty percent (50%) deposit at the time of contract has been executed and a purchase order has been created. Upon completion of installation, a secondary payment of thirty (30%) will be paid to the Contractor. Upon completion removal of all holiday ornaments, lights and trees, a final payment of twenty (20%) will be paid to the Contractor.

Maintenance

All temporary holiday lighting and decorations shall be serviced throughout the scheduled time frame after installation has occurred. Any issues with any rented equipment shall be responded to within a 24-hour period of notification to Contractor.

Line Item Cost

The Christmas Palace
9820 NW 77th Ave.
Hialeah Gardens, FL
33016



Estimate

ADDRESS

The City of Pompano Beach
RFP T-12-23
Holiday Lights

ESTIMATE # 2091
DATE 09/13/2023

ACTIVITY	QTY	RATE	AMOUNT
Custom Decor Install 10 Feet of Tinsel Garland with Warm white LED lighting per pole for great day and nighttime viewing. Each Pole will Include 2 Bows LOCATION - OLD TOWN	49	98.50	4,826.50
LIGHTING:704RY Warm White Wrap the trunks and branches of the 6 Oak Trees in the old town civic plaza with (6) LED Lights. Each Tree will have a dusk to dawn timer LOCATION 1- Old Town	36	22.75	819.00
			Subtotal: 5,645.50
OUTDOOR CHRISTMAS TREE 24 Foot Holiday Tree fully decorated. Red and white LED lighting, 3 Foot Star Topper UPGRADED to 30 Foot at no additional cost LOCATION : Grand Lawn	1	8,250.00	8,250.00
Sit in Present Bench Custom Sit in bench to be branded with the city of Pompano Beach logo for an amazing photo opportunity. Present bench will be placed next to the Holiday Tree Location: Grand Lawn	1	3,450.00	3,450.00
6 Foot Stainless Menorah 6 Foot Stainless Menorah LOCATION: GRAND LAWN	1	2,600.00	2,600.00
			Subtotal: 14,300.00
LIGHTING:C7 Lighting Warm white C7 LED Lighting, white Wire LOCATION: Ali Cultural	600	3.20	1,920.00
OUTDOOR GREENERY	1	125.00	125.00

ACTIVITY	QTY	RATE	AMOUNT
9X14" Decorated Garland In a color scheme chosen by city LOCATION: Ali Cultural			
OUTDOOR GREENERY	1	250.00	250.00
60" Fully decorated wreath with 18" Red Bow in a color scheme chosen by the Client LOCATION: Ali Cultural			
			Subtotal: 2,295.00
LIGHTING:704RY Warm White	15	225.00	3,375.00
Wrapping 15 Palm Trees in Commercial Grade LED Lighting/ Pink and warm white LOCATION: Pompano Beach Cultural			
OUTDOOR GREENERY	6	195.00	1,170.00
Outdoor Garland Fully decorated in a color scheme chosen by Client LOCATION: Pompano Beach Cultural			
			Subtotal: 4,545.00
OUTDOOR CHRISTMAS TREE	1	8,250.00	8,250.00
24 Foot Holiday Tree fully decorated. Red and white LED lighting, 3 Foot Star Topper			
UPGRADED to 30 Foot at no additional cost			
LOCATION Annie Gillis Park			
LIGHTING:Led 704 cc ww	42	22.75	955.50
Install 42 sets of LED Lights Color to be chosen by Client LOCATION Annie Gillis Park			
Sit in Present Bench	1	3,450.00	3,450.00
Custom Sit in bench to be branded with the city of Pompano Beach logo for an amazing photo opportunity. Present bench will be placed next to the Holiday Tree LOCATION Annie Gillis Park			
			Subtotal: 12,655.50
OUTDOOR GREENERY	9	195.00	1,755.00
Outdoor Garland Fully Decorated in a color scheme chosen by the City LOCATION: MLK BLVD			
Custom Decor	9	75.00	675.00
Custom Banner Holiday LOCATION: MLK BLVD			
			Subtotal: 2,430.00
OUTDOOR GREENERY	10	195.00	1,950.00
Outdoor Fully Decorated Garland in a color scheme chosen by the client LOCATION: N 6th Ave and Atlantic			
			Subtotal: 1,950.00
LIGHTING:704RY Warm White	168	22.75	3,822.00
Wrapping 12 sylvester palms 14 sets per tree LOCATION: A1A and Pompano Beach			

ACTIVITY	QTY	RATE	AMOUNT
			Subtotal: 3,822.00
LIGHTING:704RY Warm White wrap 5 coco palms 7 Sets per tree Warm white LED Lighting LOCATION: GREAT LAWN SOUTH	35	22.75	796.25
LIGHTING:704RY RED Wrap 5 Coco palms 2 Sets Per palm Top LOCATION: GREAT LAWN SOUTH	10	22.75	227.50
			Subtotal: 1,023.75
LIGHTING:704RY Warm White Wrap 6 coco palms with 7 sets per tree warm white LED Lighting LOCATION: GREAT LAWN NORTH	42	22.75	955.50
LIGHTING:704RY RED Wrap 6 coco palms 2 sets per Palm Top LOCATION: GREAT LAWN NORTH	12	22.75	273.00
			Subtotal: 1,228.50
LIGHTING:704RY Warm White Wrap 8 Bismarck Palms in warm white 9 sets per tree LOCATION: GREAT LAWN	72	22.75	1,638.00
704 BLUE wrap 8 Bismarck with blue 5 Per Tree LOCATION: GREAT LAWN	40	22.75	910.00
Custom Decor Interactive Walk Thru Ornament with glittering lights and 3D hanging ornaments. All lights twinkle and shine with interior reflective vinyl. H 14.43ft x W 15.74ft x D 14.60ft LOCATION: OLD TOWN	1	6,500.00	6,500.00
			Subtotal: 9,048.00
LIGHTING:704RY Warm White 28 Coco Palms 7 Sets per tree Warm white LED Lighting LOCATION: GREAT LAWN	196	22.75	4,459.00
LIGHTING:704RY RED 29 coco palms 2 Sets per tree Red/Green LED Lighting LOCATION: GREAT LAWN	58	22.75	1,319.50
			Subtotal: 5,778.50
LIGHTING:704RY Warm White 52 Coco Palms 6 sets per tree Warm white LED Lighting Location: Pompano Beach pavilion	312	22.75	7,098.00
LIGHTING:704RY RED 52 coco palms 1 set per tree RED/GREEN LED Lighting Location: Pompano Beach pavilion	52	22.75	1,183.00
			Subtotal: 8,281.00
LIGHTING:704RY Warm White	20	22.75	455.00

ACTIVITY	QTY	RATE	AMOUNT
4 COCO PALMS Trees 5 sets warm white LED Lighting Location: Pompano Beach pavilion			
LIGHTING:704RY RED	8	22.75	182.00
4 COCO PALMS 2 sets per tree RED/GREEN LED Lighting Location: Pompano Beach pavilion			
			Subtotal: 637.00
704 BLUE	49	22.75	1,114.75
7 Bismark Palms Wrapped in commercial Gaade 7 Sets aqua LED Lighting LOCATION: Harbor Village			
			Subtotal: 1,114.75
LIGHTING:704RY Warm White	40	22.75	910.00
4 Sylvester Palms with 10 sets each LED Lighting LOCATION: Harbor Village			
			Subtotal: 910.00
LIGHTING:704RY Warm White	36	22.75	819.00
3 Medjool Palms with 12 sets each LED Lighting LOCATION: Harbor Village			
			Subtotal: 819.00
704 BLUE	42	22.75	955.50
6 Bismarck Palms AQUA lights 7 Each LED Lighting LOCATION: Harbor Village			
			Subtotal: 955.50
LIGHTING:704RY Warm White	60	22.75	1,365.00
12 coco palms 5 sets each LED Lighting LOCATION: Briny Ave			
LIGHTING:704RY RED	24	22.75	546.00
12 coco palms 2 sets each RED/GREEN, LED Lighting LOCATION: Briny Ave			
			Subtotal: 1,911.00
C7 12" Spacing White Cord w/WW LED	120	3.25	390.00
60 feet 6 Inch spacing Warm white LED Lighting, white wire Location: Pompano Beach fishing peer			
C7 12" Spacing White Cord w/WW LED	300	3.25	975.00
300 Feet 12 inch spacing Warm white LED Lighting, white Wire Location: Pompano Beach fishing peer			
			Subtotal: 1,365.00
LIGHTING:704RY Warm White	288	22.75	6,552.00
24 Washington palms with 12 sets each Warm white LED Lighting Location: City Hall			
LIGHTING:704RY RED	48	22.75	1,092.00
24 Washington palms with 2 sets each RED/GREEN LED Lighting			

ACTIVITY	QTY	RATE	AMOUNT
Location: City Hall			
			Subtotal: 7,644.00
C7 12" Spacing White Cord w/WW LED 140 Feet C7 LED Lighting white Wire Location: Lyons Park	140	3.25	455.00
LIGHTING:Icon Reindeer 6 Foot Reindeer to be placed on each side of the sign Location: Lyons Park	2	1,450.00	2,900.00
LIGHTING:Led scatter sets warm white Install hedges, Warm white LED Lighting Location: Lyons Park	20	19.00	380.00
Sign Enhancer Lush Garland Lush Garland to be placed on top of the main sign Location: Lyons Park	1	550.00	550.00
			Subtotal: 4,285.00
LIGHTING:704RY Warm White 2 royal palms 10 sets each Warm white LED Lighting Location: Lyons Park	20	22.75	455.00
LIGHTING:704RY RED 2 royal Palms 2 sets each RED LED Lighting Location: Lyons Park	4	22.75	91.00
LIGHTING:704RY Warm White 2 Royal Palms 10 frowns each Warm white LED Lighting Location: Lyons Park	20	22.75	455.00
			Subtotal: 1,001.00
Custom Decor Walk thru the Infinity Giftbox tunnel as it animates through programmed color changes. H 17ft x W 17ft x L 27.5ft LOCATION: BEACH SIDE	1	16,828.50	16,828.50
Custom Decor 3D ornament with reflective gold spangles and warm white glittering mini lights. H 6.88ft x W 6.56ft x L 6.56ft LOCATION: OLD TOWN	2	1,750.00	3,500.00
TOTAL			\$113,973.50

Accepted By

Accepted Date

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

☒ Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

☐ Minimum \$10,000/\$20,000/\$10,000
(Florida's Minimum Coverage)

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.