

Agreement

This Agreement for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete ("Agreement") is made and entered into this ____ day of _____, 2024, by and between The Lake Park Community Redevelopment Agency, 535 Park Avenue, Lake Park, Florida, 33403 ("CRA"), and The Stout Group, LLC. a corporation, with offices located at 10850 NW 138 Street Bay #3 Hialeah Gardens, FL 33018, (the "Contractor").

RECITALS

WHEREAS, the CRA is responsible for ensuring the proper improvement for Enhancing Pedestrian Connectivity within its jurisdiction; and

WHEREAS, the City of Dania, Florida (the City), through a competitive bidding process, solicited bids from qualified contractors to for work associated with Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete (the Services) pursuant to Invitation for Bid Number 24-021; and

WHEREAS, the City awarded a bid for the Services to the Stout Group LLC.; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing and conditions; and

WHEREAS, the City's agreement with the Contractor permits the Contractor to offer the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Executive Director has determined that it is in the best interest of the CRA to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the CRA and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the CRA the Services which are contained in its agreement with the City, including, Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete services. A copy of the City's agreement with the Contractor is attached hereto and incorporated herein as **Exhibit A**.

3. Term.
 - a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the City of Dania's Agreement, from the beginning of October 1, 2024, through September 30, 2027, including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.
4. Compensation.
 - a. The CRA agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the City. Payments by the CRA shall be made upon receipt of proper invoices submitted by the Contractor and are subject to CRA approval.
5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and CRA laws when performing the Services.
6. Records Retention/Ownership/Audit.
 - a. The Consultant shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the CRA to perform the service; Provide the public with access to public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the CRA all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the CRA in a format compatible with the CRA's information technology systems.
 - b. The CRA has not performed a pre-audit of the Consultant's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Consultant shall permit the CRA or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the CRA shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The CRA or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the CRA

in its ordinary course of business. CRA use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The CRA shall not hold the Consultant responsible if documents are used for other purposes than intended.

7. Public Records.

The Consultant shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the CRA to perform the service.
- b. Upon the request of the CRA's custodian of public records, provide the CRA with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the CRA all public records in possession of the Consultant or its Sub-consultants related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the CRA upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
- e. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, CRAclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the CRA before commencing any work. Additionally, the Contractor agrees

to indemnify and hold harmless the CRA, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

THE TOWN OF LAKE PARK, FLORIDA

BY: _____

Vivian Mendez, Town Clerk

By: _____

Roger Michaud, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Thomas J. Baird, CRA Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

CONTRACTOR
THE STOUT GROUP, LLC

By: _____

Its: _____

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