

## **RESOLUTION 44-07-23**

### **A RESOLUTION OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE AN AGREEMENT WITH CREATIVE CONTRACTING GROUP FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT ASSOCIATED WITH THE CONSTRUCTION OF A POCKET PARK AT 7TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park's Community Redevelopment Agency ("CRA") is a dependent special district of the Town of Lake Park (Town) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the CRA is empowered to enter into contractual arrangements with other public agencies, private corporations or persons; and

**WHEREAS**, the CRA is committed to funding hardscape and landscape improvements to improve the aesthetics of properties within the CRA; and

**WHEREAS**, during its August 03, 2022, meeting the CRA Board authorized J. Morton Architecture to prepare construction-ready architectural hardscape and landscaping plans for the Project; and

**WHEREAS**, upon completion of the architectural plans Agency Staff prepared and issued an invitation to bid for construction of the 7<sup>th</sup> Street Pocket Park at a property owned by the CRA and located at 610 7<sup>th</sup> Street (the "Project"); and

**WHEREAS**, on May 18, 2023, the Agency received five (5) responses to its invitation to bid #106-2023 (the ITB); and

**WHEREAS**, in the response to the ITB, Creative Contracting Group, represented itself to be a qualified, able, and willing to satisfactorily provide the work and services solicited in the ITB at a competitive bid price in the amount of \$63,410.00, plus a \$15,000.00 allowance for landscape irrigation and a \$15,000.00 allowance for landscape lighting; and

**WHEREAS**, the Executive Director has recommended to the Board of Commissioners that the CRA enter into the Agreement with Contractor for the construction of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Chair is hereby authorized and directed to execute an agreement between the CRA and Creative Contracting Group associated with the 7<sup>th</sup> Street Pocket Park Project. A copy of the agreement is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Board Member Thomas, who moved its adoption. The motion was seconded by Vice-Chair Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
CHAIR ROGER D. MICHAUD	<u>/</u>	<u>  </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>  </u>
BOARD MEMBER JOHN LINDEN	<u>  </u>	<u>/</u>
BOARD MEMBER CARMEN RODRIGUEZ	<u>Absent</u>	<u>  </u>
BOARD MEMBER HENRY STARK	<u>/</u>	<u>  </u>
BOARD MEMBER MARY BETH TAYLOR	<u>/</u>	<u>  </u>
BOARD MEMBER JUDITH E. THOMAS	<u>/</u>	<u>  </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution 44-07-23 duly passed and adopted this 5 day of July, 2023.


TOWN OF LAKE PARK, FLORIDA

BY:   
ROGER D. MICHAUD  
CHAIR

ATTEST:



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
AGENCY ATTORNEY

**AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT  
FOR CONSTRUCTION OF THE 7<sup>TH</sup> STREET POCKET PARK.**

**THIS AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT FOR CONSTRUCTION OF A POCKET PARK LOCATED AT 610 7TH STREET (AGREEMENT)** is made between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, a dependent special district in the Town of Lake Park, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("CRA") and CREATIVE CONTRACTING GROUP, 3141 Fortune Way, Suite 16, Wellington, Florida 33414 ("Contractor") (collectively "the Parties") is entered into this 5 day of July, 2023.

**WITNESSETH THAT:**

**WHEREAS**, the Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the CRA is empowered to enter into contractual arrangements with contractors and other businesses for improvements and services; and

**WHEREAS**, the CRA has committed funding for certain hardscape, and landscape improvements to improve the aesthetics of properties within the CRA; and

**WHEREAS**, during its August 3, 2022, meeting the CRA Board of Commissioners authorized J. Morton Architecture to prepare construction-ready architectural hardscape and landscape plans for the 7th Street Pocket Park (the Project); and

**WHEREAS**, upon completion of the architectural plans Agency Staff prepared and issued an invitation to bid for construction of the 7<sup>th</sup> Street Pocket Park at a property owned by the CRA and located at 610 7<sup>th</sup> Street (the "Project"); and

**WHEREAS**, on May 18, 2023, the Agency received five (5) responses to its invitation to bid #106-2023 (the ITB); and

**WHEREAS**, in the response to the ITB, Creative Contracting Group, represented itself to be a qualified, able, and willing to provide the work and services solicited in the ITB and a competitive price in the amount of \$163,410.00, plus a \$15,000.00 allowance for landscape irrigation and another \$15,000.00 allowance for landscape lighting work to be expended at the discretion of the Agency; and

**WHEREAS**, the Executive Director has recommended to the Board of Commissioners that the CRA enter into the Agreement with Contractor for the Project.

**NOW, THEREFORE**, the CRA and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:



1. The above stated recitals are true and correct and are incorporated herein.

## **2. COST OF SERVICES**

The cost for the Project's work and services shall be \$ 163,410.00, plus a \$15,000.00 allowance for landscape irrigation and another \$15,000.00 allowance for landscape lighting work. *(Allowances are to be utilized at the discretion of the CRA and any un-used allowance amounts shall be returned to the CRA.)*

## **3. LAWS AND REGULATIONS**

The Contractor shall comply with all federal, state and town laws and regulations governing the work and services specified in this Agreement.

## **4. LICENSES, PERMITS AND FEES**

The Contractor shall hold all licenses and/or certifications necessary to perform the construction work and services for the Project and shall obtain and pay for all permits and/or inspections, licenses, and fees. Additionally, Contractor shall be responsible for any damages, penalties, and/or fines incurred by or imposed on the CRA or the Town of Lake Park (Town) for its failure to obtain and maintain any required licenses, certifications, permits, and/or inspections to perform the work and services for the Project.

## **5. SUBCONTRACTING**

Prior to initiating the work and services for the Project, the Contractor shall provide the CRA with a list of all subcontractors the Contractor may use on the Project.

## **6. ASSIGNMENT**

The Contractor shall not assign or transfer the Agreement, including any rights, title, or interest therein, or its power to perform the Project to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior consent of the CRA may result in termination of the Agreement.

## **7. RESPONSIBILITIES AS EMPLOYER**

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the CRA or Town. The Contractor shall provide physically competent employees capable of performing the work and services for the Project and all employees who must be licensed or certified shall have maintained their licenses and certification and be in good standing. The CRA may require the Contractor to remove any

employee the CRA deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on CRA property that is the subject of this Agreement.

It is the Contractor's responsibility to ensure that all its employees and any identified subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

## **8. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the CRA and the Town of Lake Park and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA or Town may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature against the CRA or Town, for its negligence, act or omission, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the CRA or the Town or its elected and appointed officers, employees, and agents.

## **9. INSURANCE**

The Contractor shall have and maintain during the term insurance coverage issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CRA shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance by the CRA or its representatives, which indicate less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein. Deductibles in the Contractor's insurance policies must be acceptable to the Town.

The Contractor shall submit a current Certificate of Insurance, naming the CRA as an additional insured and listed as such on the insurance certificate for the insurance coverage listed hereinbelow. New certificates of insurance are to be provided to the CRA upon expiration of any policy as required hereinbelow:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

#### **10. MODIFICATION OF AGREEMENT**

The Agreement may only be modified by the mutual consent, as evidenced by a written amendment to the Agreement.

#### **11. TERMINATION FOR CONVENIENCE**

The CRA at its sole discretion, reserves the right to terminate this Agreement for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the work and services for the Project.

#### **12. TERMINATION BY CONTRACTOR**

The Contractor may terminate the Agreement provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the work and services to complete the Project.

#### **13. ACCESS AND AUDIT OF RECORDS**

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The auditor shall be entitled to inspect all of the Contractor's records, which relate directly or indirectly to the Project and this Agreement. The auditors may elect to review the records at the Contractor's place of business during regular business hours, or at such other places as mutually agreed to by the CRA and Contractor. The Contractor agrees to provide such assistance as the auditor may deem necessary to facilitate the audit.

#### **14. RETENTION OF RECORDS BY CONTRACTOR**

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement.

#### **15. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed CRA programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The OIG may, on a random basis, perform audits of public works contracts.

#### **16. BINDING EFFECT**

All the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, heirs, successors, and assigns.

#### **17. SEVERABILITY**

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

#### **18. GOVERNING LAW AND VENUE**

The enforcement of this Agreement shall be governed by and enforced in accordance with the laws of the state of Florida without regard to any contrary conflicts of law principle. The venue of all proceedings, whether in state or federal court, in connection herewith shall lie exclusively in Palm Beach County, Florida.

#### **19. ATTORNEY'S FEES**

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

#### **20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The CRA complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring that equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.



The Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

## **21.NO DISCRIMINATION CLAUSE**

"The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment, and its employees are treated equally during their employment, without regard to their race, color, religion, sex or national origin, including, but not be limited to the following employment actions: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## **22.MINIMUM WAGE REQUIREMENTS**

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Agreement.

## **23.PUBLIC RECORDS**

The Contractor 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 Contractor shall transfer, at no cost, to the CRA all public records in possession of the Contractor or its subcontractors related to the Project; or keep and maintain the public records

associated with the services provided for in the Agreement. If the Contactor transfers all public records to the Town 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 Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor 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 CONTRACTOR 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, [Townclerk@lakeparkflorida.gov](mailto:Townclerk@lakeparkflorida.gov).

### **23. ATTACHMENTS TO CONTRACT AGREEMENT**

The below listed attachments are considered to be documents included as part of this Agreement:

- |               |   |
|---------------|---|
| Attachment 1: | Invitation to Bid (ITB) No. 106-2023<br>Including all Exhibits and Addendum associated with this project.                     |
| Attachment 2: | Bid Response Proposal to ITB No. 106-220<br>as submitted by Creative Contracting Group on Thursday, May 18, 2023, at 2:00 pm. |
| Attachment 3: | Preliminary Construction Schedule   |

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By:

Vivian Mendez  
Vivian Mendez, TOWN Clerk



By:

Roger Michaud  
Roger Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:

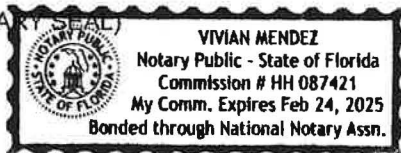
Thomas J. Baird  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 5 day of July 2023 by Roger Michaud, Mayor of the Town of Lake Park TOWN, and who is personally known to me.

(NOTARY SEAL)



Vivian Mendez  
Notary Public, State of Florida

Creative Contracting Group  
3141 Fortune Way, Suite 16  
Wellington, Florida

By:

Lisa Addis  
Signature

Its:

V.P.  
Title

LISA Addis

Written Name: