

**RESOLUTION NO. 18-03-26**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH BLISS PRODUCTS & SERVICES, INC., TO PROVIDE PROFESSIONAL CONTRACTING SERVICES FOR THE KELSEY PARK FITNESS TRAIL EQUIPMENT REPLACEMENT PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town, in the interest of Public Safety has determined a need to replace the aging and decaying outdoor fitness equipment at the Kelsey Park East located at 701 Lake Shore Drive. (the Services); and

**WHEREAS**, the Town discussed the equipment type with the town Special Events and Recreation Department to determine the best use of the available funding for this park improvement, and

**WHEREAS**, Town staff prepared bid documents and issued an Invitation to Bid (ITB #101-2026) for the solicitation of bid pricing proposals for the fitness equipment replacement work, and

**WHEREAS**, on Thursday, January 30, 2026, the Town received five (5) bid proposals in response to the ITB and after review and evaluation of the bid submittals, Bliss Products & Services, Inc., was determined to be the responsible and responsive low bid proposal submission in the amount of \$92,155.00.00, for the fitness equipment replacement work. The Alternate #1 price of \$25,372.00 for the engineered mulch work; is not accepted by the Town and therefore the Alternate #1 work will not be included in the work scope of this agreement, and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with the Contractor, for the Services.

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

**Scope of Services – The Vendor, Bliss Products & Services, Inc. shall perform the Professional Contracting Services described in this agreement, and incorporated herein.**

**Term – This Agreement shall commence on March 04, 2026 and remain in effect for the project duration as described and incorporated herein, unless terminated earlier in accordance with this Agreement.**

**Compensation – The Town shall pay Bliss Products & Services, Inc. \$92,155.00, as set forth in Agreement.**

**Public Records Compliance – The Vendor shall comply with Florida’s Public Records Law as outlined in Chapter 119, Florida Statutes.**

**AGREEMENT  
FOR THE KELSEY PARK FITNESS EQUIPMENT REPLACEMENT  
PROJECT**

**THIS AGREEMENT FOR THE KELSEY PARK FITNESS EQUIPMENT REPLACEMENT (AGREEMENT)** is made and entered into this 4th day of March 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and Bliss Products & Services, Inc. having an address of 6831 S. Sweetwater Road, Lithia Springs, GA 30122, (“Contractor”).

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town, in the interest of Public Safety has determined a need to replace the aging and decaying outdoor fitness equipment at the Kelsey Park East located at 701 Lake Shore Drive. (the Services); and

**WHEREAS**, the Town discussed the equipment type with the town Special Events and Recreation Department to determine the best use of the available funding for this park improvement, and

**WHEREAS**, Town staff prepared bid documents and issued an Invitation to Bid (ITB #101-2026) for the solicitation of bid pricing proposals for the fitness equipment replacement work, and

**WHEREAS**, on Thursday, January 30, 2026, the Town received five (5) bid proposals in response to the ITB and after review and evaluation of the bid submittals, Bliss Products & Services, Inc., was determined to be the responsible and responsive low bid proposal submission in the amount of \$92,155.00.00, for the fitness equipment replacement work. The Alternate #1 price of \$25,372.00 for the engineered mulch work; is not accepted by the Town and therefore the Alternate #1 work will not be included in the work scope of this agreement, and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with the Contractor, for the Services.

**NOW, THEREFORE**, the Town 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. TERM AND OPTIONS**

This term of the Agreement shall commence at upon its completed execution. Work shall not commence before the issuance of a notice to proceed from the Town of Lake Park. Project duration shall be as stipulated in the ITB documents.

## **3. COST OF SERVICES**

The agreed-upon and agreement contract price to complete the work for the Kelsey Park Fitness Equipment Replacement work shall be **\$92,155.00**, as per the Bliss Products & Services, Inc., bid proposal submitted in response to ITB #101-2026.

The pricing includes a Base Bid amount of \$92,155 for fitness equipment replacement work (schedule of bid items 1 through 7);

The Base Bid amount does include an allowance of \$5,000.00 for building permit fees and a \$10,000.00 contingency allowance for items determined by the Town. Both of the allowances (totaling \$15,000.00), are included as part of the base bid amount and these allowance amounts are to be used at the owner's discretion; all unused amounts will be returned to the owner.

The Agreement **does not** include the Alternate #1 price of \$25,372.00 for the furnishing and installation of engineered mulch at the fitness trail.

## **4. LAWS AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Contractor shall comply with all federal, state, and local laws in the performance of this Agreement.

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

The Contractor shall hold all licenses and/or certifications necessary to perform the Services, and shall obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Services to be provided. Damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

## **6. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the work required by this Agreement without the prior written consent of the Town. Subcontracting without the prior consent of the Town shall constitute a material breach of the Agreement and may result in termination of the Agreement.

## **7. ASSIGNMENT**

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

## **8. 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 Town. The Contractor shall provide physically competent employees capable of performing the work and licensed or certified as may be necessary to perform the Services. The Town may require the Contractor to remove any employee the Town deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on Town properties.

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

## **9. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the Town 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 Town or its elected or appointed officers, employees, or agents 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 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 Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be 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 provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of

its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The selected Contractor must submit a current Certificate of Insurance, naming the Town as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Contractor shall provide insurance coverage as follows:

- 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. PAYMENTS**

Application for payments shall be sent to the Public Works Department,

"Attention: Public Works Accounts Payable"  
Kelsey Park Fitness Equipment Replacement  
Project #101-2026  
640 Old Dixie Highway,  
Lake Park, Florida 33403,

Public Works will ensure that each application for payment is review for accuracy and then authorize the payment by the Town's Finance Department, the pay application or invoice, or the return of an unacceptable pay application or invoice to submitter for revisions.

All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of work completed.

Each pay period shall be one calendar month ending on the last day of the month. The application shall be submitted on the 25<sup>th</sup> day of the month for the period covered.

## **12. TERMINATION FOR CONVENIENCE**

The Town, 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 Services unless the Town shall have provided written authorization.

## **13. TERMINATION BY CONTRACTOR**

The Contractor may terminate the Agreement before the expiration of the Term provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All re-procurement costs shall be borne by the Contractor.

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

The Town reserves the right to require the Contractor to submit to an audit by an auditor of the Town's choosing at the Contractor's expense of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours, or at such other places as mutually agreed to by the Town and 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. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

## **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 Town 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 on all Town contracts.

## **16. BINDING EFFECT**

All of 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, successors, and authorized 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. Venue of all proceedings 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 Town 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 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 Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

## **21. CONTRACT TIME**

The contractor shall submit shop drawings for all products and materials to the Public Works Department within fifteen (45) business days of receipt of a Town Purchase Order.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.

The number of days within which the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

The contract time is currently set at 120 calendar days to substantial completion, plus 30 days to final completion from the date of contract time commences.

**(150 days' total contract time).**

## **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. The following wage decision shall apply:

General Decision Number: FL 20250130 12/12/2025

Superseded General Decision Number: FL 20240130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida

As part of the Davis Bacon Act requirements for this project, the Contractor will be required to submit weekly Certified Payrolls for the contractor labor hours and subcontractor labor hours spent on the project. Palm Beach County Department of Housing & Economic Development (PBC-DHED), will provide access to the "Elations Payroll Reporting System" for up-load of Certified Payroll information.

## **23. GENERAL COMPLIANCE WITH FEDERALLY FUNDED PROJECTS**

The contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the US Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the contractor does not assume the County's environmental responsibilities described in 24 CR 570.604 and (2) the contractor does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

## **24. USE OF ASBESTOS**

The use of asbestos containing materials is prohibited for this project.

## **25. ENTIRE CONTRACT**

This Contract, the Invitation to Bid (ITB), including all exhibits, embodies the entire Contract and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous contract and understandings oral or written, relating to said subject matter. This Contract may only be modified by written amendment executed by the Town and the Contractor.

## 26. SCOPE OF WORK

### Kelsey Park Fitness Trail Equipment Replacement SCOPE OF WORK

The Kelsey Park Fitness Trail Equipment Replacement Project includes the furnishing and installing of eleven (11) new fitness stations, featuring ADA- Compliant strength and cardio fitness equipment.

Additionally, the project includes furnishing and installing an ADA compliant walk/jog fitness trail pathway surface between the fitness stations. Provide new signage for workout guidance and rules for equipment and Park use.

#### Project Administration:

- Park is to remain open. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic during construction operations.
- Contractor shall secure building permit before commencing with work; contractor with assistance from Town of Lake Park staff, will prepare project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.
- There is no potable water available on-site.
- This project is partially funded by a Federal Community Development Block Grant, therefore, Davis Bacon wage rates will apply.
- Contractor will be required to submit weekly Certified Payrolls for the duration of the project.
- Contractor will be required to provide and maintain the following Job-Site Posters:
  - 1 WH-1312 Poster
  - 2 Copy of Applicable Wage Decision for Project
  - 3 Workers Rights Poster
  - 4 Contractors Contact Information
- Furnish insurance, performance bond and payment bond (**this bond requirement applies only if bid price exceeds \$100,000.00**)
- Attend meeting with Palm Beach County Department of Housing and Economic Development for Davis Bacon requirements. Subcontractors shall also attend. Submit Davis Bacon paperwork.
- Provide copies of Manufacturer's Certification of playground installer
- Provide a copy of playground equipment Manufacturer's Warranty
- Play equipment engineering drawings (shop drawings shall be signed/sealed by qualified professional with calculations showing wind load design criteria for approval by the Town before any play equipment is ordered.
- All contractors working on the site must be registered to work in the Town.
- Contractor shall provide sod around any area where damaged has occurred due to the contractor's staging or construction disturbance.
- Contractor shall exercise care so as not to damage existing grass, walks, or other Town property during the performance of its contract. Contractor shall repair or replace any damaged grass or material should damage occur during construction.

- Close- out submittals, including all documentation needed to satisfy Davis Bacon requirements will be required at completion of project.
- **Any references to brand names in the bid document are for informational and reference purposes.**

#### **Contractor Mobilization:**

- Park is to remain open. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic during construction operations.
- Contractor shall secure building permit before commencing with work; contractor with assistance from Town of Lake Park staff, will prepare project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.
- There is no potable water available on-site.
- This project is partially funded by a Federal Community Development Block Grant, therefore, Davis Bacon wage rates will apply.
- Contractor will be required to submit weekly Certified Payrolls for the duration of the project.
- Contractor will be required to provide and maintain the following Job-Site Posters:
  - 1 WH-1312 Poster
  - 2 Copy of Applicable Wage Decision for Project
  - 3 Workers Rights Poster
  - 4 Contractors Contact Information

#### **Demolition**

- Dismantle and remove existing fitness equipment including foundations in preparation of new fitness equipment installation.
- Remove demolished equipment and foundation materials from site and dispose in proper method.

#### **Grading:**

- Grade ground area surrounding new fitness equipment to provide a stable and level ground under and around the newly installed fitness equipment.
- Grade, backfill, fill and compact any ground depressions, low spots or high spots. (*i.e. grade deviations resulting from existing equipment removal, from equipment foundation removal or from wear and use of previous equipment.*)

#### **Irrigation Repair:**

- Repair any damaged irrigation lines or sprinkler heads as a result of the demolition work and or the new equipment installation work.

**New Fitness Equipment:**

Furnish and install the following new Fitness Equipment:

- Captains Chair (In-ground mount) 1 each
- Roman Chair Squat 1 each
- Step-up Fitness Station 1 each
- Sit-up Station 1 each
- Knee Lift Station 1 each
- Chin-up (Accessible, In-ground mount) 1 each
- Push-up (Hi – Lo; In-ground mount) 1 each
- Combo Fitness Hub (In-ground mount) 1 each
- Fitness Overhead Ladder 1 each
- Assisted Functional Trainer 1 each
- Skill Trainer 1 each

Includes:

- Signed and Sealed Engineering for Fitness Equipment and installation requirements.
- Freight delivery to project site and off-load.
- Equipment manufacturing shall include a “Coastal” corrosion resistant paint application.
- “Certified” playground equipment installation with 3 year warranty.

**Signage:**

- Fitness Sign Post with sign plate for instructional sticker (sticker included) 11 each

**ADA Compliant Safety Mulch at Fitness Trail Pathway:**

- **Specification for Engineered Wood Fiber Mulch**

**PART 1 – GENERAL**

**Work Details**

The work specified in this section consists of the installation of Engineered Wood Fiber (basis of design is GT Impax Engineered Wood Fiber Mulch or equal) in accordance with these specifications, and in conformity with the dimensions and notes shown in the plans.

**Quality Assurance and Compliance Details**

Accessibility of Surface Systems - ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.

Impact Attenuation - ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.

Standard for Engineered Wood Fiber - ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

IPEMA Certification: Manufacturer must provide proof of certification. “In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer’s certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at [www.ipema.org](http://www.ipema.org).”

## **PART 2 – MATERIAL DATA**

Product is manufactured of a ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2” in length and no more than 15% fines to aid in compaction.

Product to have minimal bark and to be free of twigs, leaf debris and other organic material.

Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

## **PART 3 – SUB-BASE TYPES & DETAILS**

Engineered Wood Fiber may be installed over compacted earth. If it is deemed that additional drainage is necessary; a layer of gravel can also be a suitable substrate.

## **PART 4 – SITE PREPARATION AND REQUIREMENTS**

For in-ground (i.e. on grade) installations, excavate area to proper depth (12 in. for 12 in. system, 8 in. for 8in. system).

Both in-ground and above-ground systems must be properly graded. A (1) percent grade is recommended for proper drainage. engineered wood fiber systems should not be installed on grades exceeding 10 percent. Substrate (for both in-ground and above-ground systems) must be firmly compacted, especially when additional fill material has been provided. The substrate should be free of stones, roots and other vegetation.

## **PART 5 – INSTALLATION**

Fitness / Play Equipment Manufacturer recommends that all materials provided by Playground Manufacturer, including product data, specifications, installation instructions and maintenance procedures, as well as all site-specific plans, instructions and specifications, be reviewed by and inspected for compliance.

Further, purchaser should determine and specify fall heights and equipment use zones as required by the Consumer Product Safety Commission’s *Handbook for Playground Public Safety*, applicable ASTM standards, and state and local codes and regulations.

### **Installation Instructions**

1. Install Fitness / Play equipment
2. Install applicable drainage system, if required.

*If gravel drainage is used, place 3 in. of drainage gravel on a layer of geotextile fabric. The lower end of the site should be connected to drainage to channel collected water away from the site. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap all slits with next piece of fabric.*

*Cover drainage system (either manufactured drainage or gravel) or earth substrate with geotextile fabric. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap at slits with next piece of fabric.*

3. Install the engineered wood fiber to the proper depth; extra materials will be provided to allow for compaction.. Install all the material delivered and please note that the surfacing will be several inches above grade until it compacts. Engineered wood fiber needs to be compacted in order to be considered handicapped accessible. This can be achieved over time and usage, or with a mechanical compactor. Saturating the initial load with water will help with compaction.
4. For a smooth finished surface, hand rake. After two weeks of active use, surface should be raked again.
  - *Periodical adjustments of engineered wood fiber are required under slides, swings and other concentrated use zones.*

***WARNING: Failure to maintain engineered wood fiber at the initial installation depth may result in an injury and void your warranty.***

**Plans, Sketches and Related Documents that are included as part of this agreement are as follows:**

- Invitation to Bid Documents (ITB #101-2026 Kelsey Park Fitness Equipment Replacement)
  - Including:**
    - EXHIBIT A(1): Federal Requirements Construction – **Part 1 – General Requirements**
    - EXHIBIT A(2): Federal Requirements Construction – **Part 2 – DBRA 2023-0717 Compliance**
    - EXHIBIT B: Davis Bacon Wage Decision (Applicable to this project)
    - EXHIBIT C: Environmental Review Results
- Addendum #1
- Addendum #2
- Addendum #3
- Bid Proposal submitted by Bliss Products & Services, Inc. in response to ITB #101-2026

**27. 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 Town to perform the service.
- b. Upon the request of the Town’s custodian of public records, provided the Town 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 term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

- e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR 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).

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

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, MMC  
Town Clerk

By: \_\_\_\_\_  
Roger D. Michaud, Town Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4th day of March 2026 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Bliss Products & Services <sup>INC</sup> ~~LLC~~  
Officer: \_\_\_\_\_ *Greg Bliss*  
Title: GREGG BLISS, PRESIDENT  
Date: 24 FEB 26