

AGREEMENT FOR MARINA PUMPOUT SYSTEM MOTOR REPLACEMENT

THIS AGREEMENT FOR MARINA PUMPOUT SYSTEM MOTOR REPLACEMENT, the "Agreement," is made and entered into this _____ day of _____, 2026, by and between the TOWN OF LAKE PARK, FLORIDA, a Florida municipal corporation, 535 Park Avenue, Lake Park, Florida 33403, hereinafter referred to as "TOWN," and MARINA MAKERS INC, 2325 16th Ave. NE Naples, FL 34120 hereinafter referred to as "CONTRACTOR."

WITNESSETH THAT:

WHEREAS, the TOWN issued Request for Qualifications No. 132-2025 for the removal of the existing pump out motor, and the vendor to furnish and install a new 3hp KECO model 900r at the Marina, located at 105 at Lake Shore Drive, Lake Park, Florida 33403;

WHEREAS, the CONTRACTOR submitted a proposal in response to Request for Qualifications No. 132-2025;

WHEREAS, the TOWN received two proposals for the project and, following review and evaluation, determined that the proposal submitted by CONTRACTOR was responsive to the solicitation requirements and represented the lowest responsive proposal for the work;

WHEREAS, the TOWN desires to enter into this Agreement with CONTRACTOR for the provision of the required replacement pump out motor under the terms and conditions set forth herein.

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

SECTION 1. SCOPE OF SERVICES AND PERFORMANCE:

1.1 The CONTRACTOR shall, to the satisfaction of the TOWN, fully and timely provide all labor, supervision, equipment, tools, transportation, materials, incidentals, and services necessary to perform the Pump out motor replacement in accordance with Request for Proposals No. 132-2025, the CONTRACTOR's proposal, and the Scope of Services attached as Exhibit 1 and incorporated herein by reference as if fully set forth herein ("SERVICES").

1.2 The SERVICES generally include removal of the old pump. Furnishing and installing the new pump. Testing all services including suction, leak detection, and voltage testing.

1.3 The CONTRACTOR shall perform the SERVICES in a professional, timely, safe, and workmanlike manner, consistent with the standards ordinarily exercised by contractors performing similar marina pump out system improvement work in South Florida.

1.4 The CONTRACTOR shall coordinate all work with the TOWN prior to commencing the SERVICES. No work shall begin until this Agreement has been fully executed and the TOWN has issued written authorization to proceed.

1.5 The CONTRACTOR shall keep the TOWN fully informed of its activities and progress in performing the SERVICES and shall coordinate site access, work schedule, protection of park users, and related field conditions with the TOWN's Marina Director or designee.

1.6 The SERVICES shall be performed to the satisfaction of the TOWN's Marina Director or designee, who shall decide all questions, difficulties, or disputes of any nature whatsoever that may arise regarding CONTRACTOR'S fulfillment of the SERVICES, including the character, quality, amount, and value of the services rendered.

1.7 Any adjustment to the SERVICES, compensation, or schedule shall be the subject of a written amendment or written change authorization approved by the TOWN and executed in accordance with

applicable TOWN procedures. No additional services shall be performed without prior written authorization from the TOWN.

SECTION 2. FEES FOR SERVICES

2.1 The CONTRACTOR'S total compensation for the SERVICES shall not exceed Twenty Five thousand four hundred and twenty Five Dollars and 00/100 (\$25,425.00), based on the pricing outlined in Exhibit 2.

2.2 The CONTRACTOR shall submit an invoice to the TOWN with sufficient detail to identify the work completed, the project location, the services performed, and any materials or equipment used. The TOWN shall not reimburse CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing the SERVICES, or for any amounts not identified in this Agreement, unless such additional costs are approved in advance in writing by the TOWN.

2.3 Subject to CONTRACTOR providing the TOWN with all required support and backup for any request for payment, the TOWN shall pay CONTRACTOR within thirty (30) calendar days of its receipt of CONTRACTOR'S invoice for any undisputed portion of the requested payment. The TOWN may withhold payment for CONTRACTOR'S failure to comply with any term, condition, or requirement of this Agreement.

2.4 Notwithstanding any provision of this Agreement to the contrary, the TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate work, defective work, incomplete work, damage to TOWN property, Marina docks or other infrastructure, or CONTRACTOR'S failure to comply with this Agreement. Upon resolution of the basis for withholding, the TOWN shall make payment of any undisputed amount due. The TOWN shall not be required to pay interest on amounts properly withheld.

SECTION 3. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon execution by both parties and shall continue until completion and final acceptance of the SERVICES by the TOWN, unless earlier terminated in accordance with this Agreement. The term may be modified or extended only by written agreement of the parties.

SECTION 4. TERMINATION

4.1 This Agreement may be terminated without cause or for convenience by the TOWN for any reason, or no reason at all, by providing CONTRACTOR with written notice at least seven (7) calendar days before the termination date. In the event of such termination, CONTRACTOR shall, as its sole and exclusive remedy, be entitled to receive compensation for all work satisfactorily completed and approved by the TOWN through the date of termination.

4.2 The TOWN may terminate this Agreement for default pursuant to Section 5. In the event CONTRACTOR abandons or fails to perform the SERVICES, or causes the Agreement to be terminated by the TOWN for default, CONTRACTOR shall indemnify the TOWN against its losses, including, but not limited to, the TOWN's reasonable administrative costs and legal fees incurred should the TOWN elect to procure and retain another contractor for the completion of the SERVICES.

SECTION 5. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. CONTRACTOR shall comply with all applicable provisions of federal, state, county, and town equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully used as a basis for service delivery.

SECTION 6. DRUG FREE WORKPLACE

CONTRACTOR agrees that it currently maintains and shall continue to maintain a Drug Free Workplace during the term of this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. The SERVICES provided by CONTRACTOR shall be performed by CONTRACTOR'S direct employees, subcontractors, or agents, who are subject only to CONTRACTOR'S supervision and control. CONTRACTOR shall be responsible for the enforcement of its personnel policies, the payment of its employees or subcontractors, and the payment of all applicable taxes, Federal Insurance Contributions Act obligations, social security, health insurance, pension, or any other benefits for CONTRACTOR'S employees who render services under this Agreement. Nothing contained herein shall create an employer-employee relationship between the TOWN and CONTRACTOR.

SECTION 8. ASSIGNMENT

Neither this Agreement, nor any of the SERVICES to be performed herein, shall be assigned, transferred, or otherwise delegated to others, including subcontractors, without the prior written consent of the TOWN.

SECTION 9. CONFLICTS OF INTEREST

Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

SECTION 10. INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS

10.1 CONTRACTOR shall maintain insurance coverages in amounts required by the TOWN for this type of work, including, as applicable, workers' compensation insurance, commercial general liability insurance, and automobile liability insurance. Current certificates of insurance shall be provided to the TOWN prior to commencement of the SERVICES upon request by the TOWN.

10.2 To the fullest extent provided by law, CONTRACTOR shall indemnify, defend, and hold harmless the TOWN, and its elected and appointed officials, agents, employees, and volunteers from and against any liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, demands, and claims for personal injury, bodily injury, sickness, disease, death, or damage to, or destruction of, tangible property or loss of use resulting therefrom, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR, its officials, agents, employees, subcontractors, or representatives in the performance of the SERVICES under this Agreement.

10.3 CONTRACTOR shall be responsible for any damage to TOWN property, park improvements, sidewalks, pathways, landscape areas, utilities, irrigation components, irrigation lines, sprinkler heads, valves, controllers, wiring, or other infrastructure caused by CONTRACTOR, its employees, subcontractors, equipment, or operations during the performance of the SERVICES. CONTRACTOR shall promptly notify the TOWN of any such damage and shall repair, replace, or reimburse the TOWN for the damage to the satisfaction of the TOWN.

10.4 Notwithstanding Section 11.3, CONTRACTOR shall not be responsible for irrigation system damage to the extent such damage was directly caused by improper, inaccurate, or incomplete identification of the irrigation system through the applicable system locate or field marking, provided that CONTRACTOR exercised reasonable care, used prudent excavation and grading practices, and complied with all site coordination requirements before performing the work.

10.5 This indemnification is separate and apart from, and in no way limited by, any insurance provided or required under this Agreement or otherwise. CONTRACTOR'S indemnification obligations shall survive the termination or expiration of this Agreement.

SECTION 11. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce or interpret the terms of this Agreement by legal action, the prevailing party shall be entitled to recover from the other party reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, including fees associated with mediation, arbitration, trial, or appeal.

SECTION 12. NOTICES

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, return receipt requested, hand delivered, or by email, addressed to the party for whom it is intended, with proof of receipt. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving notice.

FOR CONTRACTOR:

Marina Makers, Inc.
2325 16th Ave
NE Naples, Florida 34120
Contact: Robert McInnis
Phone: 239-253-4418

FOR TOWN:

Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Telephone: 561-881-3304
Email: rreade@lakeparkflorida.gov

WITH COPY TO:

Thomas J. Baird, Esquire, Town Attorney
c/o Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Telephone: 561-650-8232
Email: TBaird@JonesFoster.com

SECTION 13. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all federal, state, county, and town laws, administrative regulations, rules, codes, ordinances, and lawful orders applicable to the SERVICES performed under this Agreement.

SECTION 14. WARRANTIES OF CONTRACTOR

CONTRACTOR warrants and represents that, at all times during the term of this Agreement, it shall maintain in good standing all required licenses, certifications, registrations, and permits required under federal, state, and local laws necessary to perform the SERVICES. CONTRACTOR further warrants that the SERVICES shall be performed in a safe, professional, and workmanlike manner.

SECTION 15. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida, or in the Southern District of Florida for any applicable federal action. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, OR MODIFICATIONS HERETO.

SECTION 16. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 17. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

SECTION 18. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions in any attached documents, proposal, quote, exhibit, or other document, the terms of this Agreement shall prevail. Without limiting the foregoing, any proposal language attempting to disclaim responsibility for sprinkler or irrigation system damage is superseded by the irrigation responsibility provisions of this Agreement.

SECTION 19. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination or expiration shall survive the termination or expiration of this Agreement and shall remain in full force and effect until fully completed.

SECTION 20. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all verbal agreements, negotiations, or understandings between the parties are merged herein.

SECTION 21. PUBLIC RECORDS

CONTRACTOR is required to keep and maintain public records required by the TOWN to perform the SERVICES.

Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with records related to this Agreement within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to the TOWN.

Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR, or keep and maintain public records required by the TOWN to perform the SERVICES. If CONTRACTOR keeps and maintains public records after completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All

records stored electronically shall be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format compatible with the information technology systems of the TOWN.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 PARK AVENUE, LAKE PARK, FLORIDA 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

SECTION 22. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. The failure to notify CONTRACTOR or terminate this Agreement by the TOWN for any breach or default of CONTRACTOR does not waive the TOWN's ability to declare a default or terminate this Agreement at any time.

SECTION 23. AMENDMENTS

No amendment, modification, or change to this Agreement shall be valid unless in writing, approved by the TOWN, and executed by the parties in accordance with applicable TOWN procedures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the respective dates under each signature:

DATED this ____ day of _____, 2026.

TOWN OF LAKE PARK, FLORIDA

ATTEST:

VIVIAN MENDEZ, TOWN CLERK

BY: _____
ROGER D. MICHAUD, MAYOR

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD, TOWN ATTORNEY

MARINA MAKERS, INC.

BY: _____
Name: _____
Title: _____
Date: _____

