

**AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT FOR CONSTRUCTION OF PARK AVENUE STREETScape IMPROVEMENTS**

**THIS AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT FOR THE CONSTRUCTION OF PARK AVENUE STREETScape IMPROVEMENTS (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 WEST CONSTRUCTION, INC., 820 North 4<sup>th</sup> Street, Lantana, Florida 33462 (“Contractor”) (collectively “the Parties”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSETH THAT:**

**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**, to improve the aesthetics of properties within the Park Avenue Downtown District (PADD), the CRA has committed to funding and implementing certain hardscape and landscape improvements within the PADD (the “Project”); and

**WHEREAS**, on March 16, 2022, the CRA contracted with J Morton Planning and Landscape Architecture, Inc. to develop and design plans for the Project; and

**WHEREAS**, upon completion of the construction- ready plans by the J Morton Planning and Landscape Architecture, Inc., the CRA staff prepared and issued an invitation to bid to construct the Project; and

**WHEREAS**, the Project’s scope of work and services was organized in two phases, Phases 1 and 2, both of which included an alternate scope of work and services; and

**WHEREAS**, On September 14, 2023, the CRA received two responses to its Invitation to Bid #114-2023 (ITB); and

**WHEREAS**, in response to the ITB, West Construction, Inc., represented itself to be qualified, able, and willing to satisfactorily provide the work and services solicited in the ITB; and

**WHEREAS**, West Construction, Inc. has agreed to perform the work on the Project for an amount not to exceed \$466,084.00, including the Phases 1 and 2 scope of work and services, and their respective alternates; and

**WHEREAS**, the CRA's Executive Director has recommended to the Board of Commissioners that the CRA enter into the agreement with the Contractor for the construction of 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. WORK**

Contractor shall complete all work (the Work) for the Project as specified or indicated as set forth in paragraph 8, below. The Work is generally described as follows:

The pressure washing all of the concrete pedestrian walkways, drive turnouts, curbing, intersection pavers and pedestrian crosswalk pavers on both sides of the Park Avenue. Additionally, the Contractor shall provide a new paver strip within the existing sidewalks, both at an approximate 20' interval.

The Work also includes landscape and irrigation. The Work requires pruning and or removal of existing or existing landscape in accordance with the new landscape design prepared by Morton and shall new landscape plantings.

There is an existing irrigation system along Park Avenue. The Work requires the Contractor to design/build the irrigation system modifications to ensure that all landscape materials, both existing and new have adequate irrigation. The Contractor shall visit the site examine the condition of the existing irrigation system in order to assess its work and add or modify the existing irrigation system as necessary to ensure proper irrigation coverage of all existing and new plant materials.

**3. LANDSCAPE ARCHITECT**

This project was designed by J. Morton Planning & Landscape Architecture, Inc. who is hereinafter called ARCHITECT and who will provide as needed project design and work inspection representation to the OWNER in connection with completion of the Work in accordance with Contract Documents.

**4. COST OF SERVICES**

The cost for the Work and services shall not exceed **\$ 466,084.00**.

<b>PHASE 1:</b>	Base Bid Amount	\$ 236,596.00
	Phase 1 Alternate #1 (Paver Sealing)	\$ 50,470.00
	<b>Total Bid Amount for Phase 1</b>	<b>\$ 287,066.00</b>
<b>PHASE 2:</b>	Base Bid Amount	\$ 153,273.00
	Phase 2 Alternate #1 (Paver Sealing)	\$ 25,745.00
	<b>Total Bid Amount for Phase 2</b>	<b>\$ 179,018.00</b>
	<b>Total Bid Amount for Phase 1 and Phase 2:</b>	<b>\$ 466,084.00</b>

## 5. CONTRACT TIME

5.1 Contract Time shall commence upon the issuance of a Notice to Proceed. The Contract Time shall be measured from the date of commencement of the Work. The Work shall be **substantially complete within 90 calendar days** from the date when the Contract Time commences , and **Final Completion shall be reached 30 days after substantial completion** and the Work shall be complete with permit final inspections passed and ready for final payment in accordance with Article 3 of the General Conditions within a **total of 120 calendar days from the date when the Contract Time commences.**

5.2 LIQUIDATED DAMAGES: OWNER and Contractor recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After substantial completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time for each Phase or any proper extension thereof granted by OWNER, Contractor shall pay OWNER \$100.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The amounts referenced above are not penalties but are rather Liquidated Damages to the OWNER for its inability to obtain full beneficial use of the project. Liquidated Damages are hereby fixed and agreed upon between parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the OWNER as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the contract on time. The amounts due pursuant to this section shall be deducted from the monies due to the Contractor or in case no money is due, or the money due the Contractor is not sufficient, Contractor shall pay for such amount, not as a penalty, but as liquidated damages. When the OWNER reasonably believes that Substantial Completion will be inexcusably delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due to the Contractor an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays. Any liquidated damages pursuant to this section shall not apply to damages other than delay damages.

5.3 CONTRACTOR'S NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY:

The OWNER shall not be liable for any delay to the Contractor or the Contractor's subcontractors. The CONTRACTOR shall not be entitled to an increase in the

Contract Sum or payment of compensation of any kind from the OWNER for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, or hindrance from any cause. The Contractor shall however only be entitled to increase(s) in the Contract Time if and only if said delays, disruptions, interferences, or hindrances were caused in whole or in part by the fraud, bad faith, or active interference by the OWNER. The Contractor shall be entitled only to extensions of the Agreement Time as the sole and exclusive remedy for such resulting delay. In case of a delay, the Contractor shall make a timely written request and in accordance with the Contract Documents, otherwise the claim is waived.

**5.4 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES:** ARCHITECT for consequential damages arising out of or relating to this Agreement, Contract Documents, and/or the Work. This waiver includes:

- 1) Damages incurred by Contractor for rental expenses, income, profit, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation.

## **6. PAYMENT PROCEDURES**

Contractor shall submit applications for payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ARCHITECT as provided in the General Conditions.

6.1 **PROGRESS PAYMENTS:** OWNER shall make progress payments, as provided below, on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ARCHITECT, on or before the 25<sup>th</sup> business day after the date on which an Application for Payment has been stamped as received by the ARCHITECT. All progress payments shall be on the basis of the progress of the Work measured by the Schedule of Values established pursuant to paragraph 14.1 of the General Conditions and, in the case of unit price work, payments will be based on the number of units completed.

6.2 Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ARCHITECT shall determine, and as OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

Retainage of ten percent (10%) shall be withheld until the Work has reached 50%)

complete. Thereafter, the Owner shall retain 5% of the Cost of the Services. The level at which 50% completion of the Work is achieved shall be set forth in the schedule of values established pursuant to Article 14 of the General Conditions. In the absence of such definition in the Schedule of Values, 50% completion shall be deemed to be the point at which OWNER has expended 50% of the total cost of the Work including existing change orders or modifications.

Once 50% completion has been achieved by Contractor, Contractor may request up to one-half of the retainage then held by OWNER. Upon receipt of such request, OWNER shall make a payment to Contractor, but less such amounts as ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.2 of the General Conditions. Therefore, any disputed amounts will continue to be held by OWNER.

6.3 Upon Substantial Completion, a progress payment will be made in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

6.4 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraphs 14.2 through 14.9 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT in accordance with said paragraphs 14.12 through 14.15.

## **7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement Contractor makes the following representations.

7.1 CONTRACTOR has examined the Contract documents, the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as Contractor deems necessary. The Contractor represents and warrants that it has become familiar with the project, the Contract Documents, and the local conditions under which the project is to be constructed and operated.

7.2 Contractor has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or

indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 The Contractor represents and warrants that it has received, reviewed and carefully examined all of the documents which make up this Agreement including but not limited to plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. If the Contractor performs any Work when it knew or should have known that it involves an error, inconsistency, or omission in the Contract Documents without first providing written notice to the ENGINEER and OWNER, the Contractor shall be responsible for such Work and pay the cost of correcting same. If applicable, Contractor has already given ARCHITECT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to Contractor.

## **8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between OWNER and Contractor concerning the Work consist of the following:

- 8.1 This Agreement, consisting of pages 1 through 14.
- 8.2 Invitation to Bid (ITB #114-2023) documents, Exhibits A, B, & C to this Agreement inclusive.
- 8.3 Construction Bid Bond in amount of 5% of bid amount (including Power of Attorney Forms as applicable),
- 8.4 Notice of Intent to Award.
- 8.5 General Conditions, consisting of pages GC-1 through GC-43, inclusive, which are included in the Invitation to Bid documents reference in 8.2.
- 8.6 Technical Specifications
- 8.7 Bid Proposal documents as submitted by West Construction, Inc.
- 8.9 Project Plans, as per Exhibit A; drawings consist of a cover sheet numbered L1.00 and sheets numbered H1.01 through H1.04 and sheets L1.01 through L1.09 inclusive, with each sheet bearing the following general title: Park Avenue Streetscape 8.10.

- 8.8 Addenda, numbered #1 and #2.
- 8.9 Contractor's Submitted Bid Proposal Documents, consisting of the Invitation to Bid, the Instruction to Bidders and the Bid Form.
- 8.10 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.11 The documents listed in Paragraph 8. Contract Documents above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

## **9. 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.

## **10. 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.

## **11. SUBCONTRACTING**

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

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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.

## **16. MODIFICATION OF AGREEMENT**

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

## **17. 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.

## **18. TERMINATION BY CONTRACTOR**

The Contractor may terminate the Agreement provided it gives 90 days advance 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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 Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor 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 CONTRACTOR 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).

### 30. DEFINITIONS:

**Agreement or Contract:** The written agreement between the Owner and the Contractor covering the Work to be performed, including other documents that are attached to the Agreement and made part thereof as provided therein.

**Application for Payment:** The form which is to be used by Contractor in requesting progress or final payments and which includes such supporting documentation as is required by the Contract Documents.

**Architect:** The person, firm, or corporation responsible for the architectural design of the project and for the producing of the project plans. The designer of record and named as such in the Agreement.

**Contract Documents:** The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including Invitation to Bid, the documentation accompanying the bid, and any post bid documentation submitted prior to the notice of award), when attached as an exhibit to the Agreement, the Bonds, the General Conditions, the

Specifications, and the Plans as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued on or after the Effective Date of the Agreement.

**Contract Price:** The monies payable by Owner to the Contractor under the contract documents as stated in

**Contract Time:** The number of days or the date stated in the Agreement for completion of the work.

**Contractor:** The person, firm, or corporation with whom the OWNER has entered into the Agreement.

**Notice to Proceed:** A written notice given by the OWNER to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform Contractor's obligations under the Contract Documents.

**OWNER:** The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

**Project:** The total construction of which the Work to be provided under the Contract documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

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

ATTEST:

By: \_\_\_\_\_  
Vivian Mendez, TOWN Clerk

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
Roger Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

**CONTRACTOR**

WEST CONSTRUCTION, INC.  
820 North 4<sup>th</sup> Street  
Lantana, Florida 33462

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name:

Its: \_\_\_\_\_  
Title

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