

**CONTRACT FOR THE FURNISHING AND INSTALLATION
OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK**

THIS CONTRACT FOR THE FURNISHING AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK (CONTRACT) is made and entered into this _____ day of _____, 2023, 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 Lanier Plans, Inc., (dba Korkat), having an address of 221 Cable Industrial Way, Carrollton, Ga. 30117, ("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 previously determined a need to replace the aging and weathering playground equipment at West Ilex Park (the Project); and

WHEREAS, the Town staff solicited bid proposals for the Project via an Invitation to Bid; and

WHEREAS, in its response to the ITB, Lanier Plans, Inc. represented that it is qualified, able, and willing to satisfactorily provide the Services solicited in the ITB; and

WHEREAS, the bid from the Contractor was determined by the Town Manager to be lowest bid that was responsive and responsible to all requirements included in the ITB; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into a Contract with Lanier Plans, Inc., for the Project.

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

1. RECITALS

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

2. TERM AND OPTIONS

This term of the Contract shall commence upon its execution. Work on the Project shall not commence before the issuance of a notice to proceed from the Town. The Project's duration shall be one hundred and fifty (150) days.

3. COST OF CONTRACT

The cost of the Contract for the Project shall be \$59,345.42.

4. LAWS AND REGULATIONS

The Contractor shall comply with all federal, state, and local laws in the performance of this Contract.

5. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the work on the Project, and shall obtain and pay for all licenses, certifications, permits and/or inspections which are necessary to complete the Project.

6. SUBCONTRACTING

The Contractor shall not subcontract any portion of the work for the Project pursuant to this Contract without the prior written consent of the Town. Subcontracting without the prior consent of the Town shall constitute a material breach of the Contract and may result in its termination.

7. ASSIGNMENT

The Contractor shall not assign or transfer the Contract to any person, company, or corporation without the prior written consent of the Town. Any purported assignment of the Contract without the prior consent of the Town shall be a material breach of the Contract and may result in its termination.

8. INDEPENDENT CONTRACTOR

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 e-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 Contract 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 incurred by the Town, 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 Contract 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 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 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 CONTRACT

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

11. PAYMENTS

Application for payments shall be sent to the Finance Department, "Attention: Accounts Payable" located at 535 Park Avenue, Lake Park, Florida 33403, who will ensure that each application for payment is review for accuracy and then authorize the payment of the pay application or invoice, or the return of an unacceptable pay application or invoice. 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 25th day of the month for the period covered.

12. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate the Contract for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall cease performance on the Project unless the Town shall have provided written authorization.

13. TERMINATION BY CONTRACTOR

The Contractor may terminate the Contract 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 to complete the Project from any source and use any method deemed in its best interest to complete the Project. 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 Contract, 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 Contract, and upon request, make them available to the Town for three (3) years following expiration of the Contract. 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 Contract, 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 Contract 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 Contract 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 Contract, 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 Contract, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. 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 Contract.

21. 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 Contract. The following wage decision shall apply:

General Decision Number: FI20220130 09/30/2022

Superseded General Decision Number: FL20210130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida

22. GENERAL COMPLIANCE

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.

23. ENTIRE CONTRACT

This Contract, the Invitation to Bid (ITB), including all exhibits, and the Contractor's response thereto 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.

24. AMENDMENT

This Contract may only be modified by written amendment executed by the Town and the Contractor.

25. 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 Contract.
- 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 Contract, and following completion of this Contract if the Contactor does not transfer the records which are part of this Contract to the Town.
- d. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contactor transfers all public records to the Town upon completion of the term of the Contract, the Consultant shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

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

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Kim Glas-Castro, Vice-Mayor

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 19 day of January 2023 by Kim Glas-Castro, Vice-Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Lanier Plans, Inc, (dba Korkat):

By: Shane Lanier

Its: President

Shane Lanier

Printed