

**CONSTRUCTION SERVICES AGREEMENT FOR
PBSO SUBSTATION FENCE REPLACEMENT**

This Agreement for Construction Services (Agreement) is made and entered into this 3rd day of July 2024, 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 HG Construction Development & Investment, Inc., having an address of 4806 SW 74th Court, Miami, Florida, 33155, (“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 has determined a need to replace the aging and fencing around the Palm Beach County Sherriff Office (PBSO) substation building located at 700 6th Street. (the Services); and

WHEREAS, the Town discussed the fencing type with the PBSO to determine the best use of the programmed funding for this facility improvement, and

WHEREAS, Town staff prepared bid documents and issued an Invitation to Bid (ITB) for the solicitation of bid pricing proposals for the Services, and

WHEREAS, on Thursday, April 4th, 2024 the Town received two (2) bid proposals in response to the ITB; and

WHEREAS, HG Construction Development & Investments, Inc. submitted a complete and responsive bid proposal in the amount of \$144,470.13, and

WHEREAS, the Contractor’s response to the ITB was determined by the Town Manager to be the lowest responsive and responsible to all requirements included in the ITB; and

WHEREAS, the Town Manager recommends that the Town Commission award the bid to HG and 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 upon its execution and the Contractor shall begin providing the Services upon the issuance of a notice to proceed from the Town.

The Term for the provision of the Services shall be in accordance with the time for performance stipulated in the ITB.

3. COST OF SERVICES

The agreed-upon contract price to complete the Services shall be \$144,470.13. The contract price shall include a base bid amount of \$131,470.13, plus a \$10,000.00 contingency allowance, plus a \$3,000 building permit allowance.

4. LAWS AND REGULATIONS

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. Any 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 Services 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 of 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, consultants 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 of the parties, as evidenced by a written amendment to the Agreement.

11. PAYMENTS

All applications 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. All applications for payments 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 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. The Contractor agrees to pay the Town all of its expenses and costs incurred for the re-procurement.

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 (15) business days of receipt of a Town Purchase Order.

Once 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 Services will have commenced.

The number of days within which the Services are to be completed (the Contract Time) is_ninty days from the Notice to Proceed.

The contract time is currently set at 75 calendar days to substantial completion, plus 15 days to final completion from the date of contract time commences (90 days' total contract time).

22. SCOPE OF WORK

PBSO Fence Replacement SCOPE OF WORK

Contractor Mobilization:

- The PBSO facility is to remain open and operational during performance of the Services. 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 from the Public Works Department shall prepare a project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.

Demolition:

- Contractor shall remove existing vegetation adjacent to and co-mingled with the proposed fencing to be removed. Additionally, the Contractor shall remove all existing fencing (all components including concrete footings) and gates as required in preparation for the new fencing and gate work.
Contractor shall dispose of demolition materials off-site at a proper dumping location.
- Contractor shall restore disturbed area to original condition; that includes removal of existing vegetation debris, filling and grading of areas disturbed by the vegetation removal and grading or removal of excavated materials from fencing operations and re-sodding as necessary.

Fencing:

- Contractor shall furnish labor, materials, and equipment required for the removal of the existing chain-link fencing (*as described in section Demolition*). Removal includes fencing, rails, and posts with related concrete footings.
- Contractor shall furnish labor, materials and equipment required for the installation of new black vinyl coated chain-link fencing wire, including new horizontal upper and lower rail, and new corner bracing and all new attachment and connecting hardware.
- Fencing Length: Fence Length is estimated is as follows:
- Total Length: 540 Inft **
 - Vehicular Gates (2 each) 28'-0" wide
 - Pedestrian Gate 6'-0" wide

**** NOTE: Contractor to verify and bid from their own confirmed measurements**

- Fencing Height: Perimeter Fence 8'-0" high
- New Fencing Mesh: 3" x 1/2" x 9 gauge Anti-climb mesh "Black Vinyl Coated" with KK Selvage (knuckle – knuckle).
 - ** The anti-climb mesh has extremely fine opening holes, making it nearly impossible to penetrate by fingers or to cut using bolt-cutters.
- **NOTE: Contractor shall submit product information for review and approval before commencing with installation.**
- Steel Fence Framework:
 - ** New Line Posts and Support Rails: Provide posts in diameter and gauge as required to support new Anti-climb fencing. Round pipe and rail shall conform with ASTM F1043 Group IA Heavy ** Industrial Fence Framework, schedule 40 galvanized pipe per ASTM F1083. (Black)
 - ** Posts shall be installed and secured in place with 16" x 36" concrete footer.
- Provide fittings and hardware of galvanized steel complying with ASTM F626. (Black)
- New Gates:
 - ** Vehicular Entrance Gates shall be steel Cantilevered Slide Gates with Anti-climb fence mesh
 - Main Vehicular Gate: ----- Approx. 28'-0" long (contractor to verify)
 - Rear Parking Vehicular Access Gate: ----- Approx. 28'-0" long (contractor to verify)
 - Pedestrian Entry Gate: ----- 6'-0" wide x 8' high (contractor to verify)
 - ** Cantilevered slide gates and posts shall match the coating type and color of the specified fence framework.
 - ** Electronic operated gates and accessories must be manufactured and installed to copy with safety requirements of ASTM F2200 and UL325.
- Slide gate opener shall be a commercial grade Slide Gate Operator Liftmaster 120V Ac Slide Gate Opener (Similar to LiftMaster Model SL3000UL or equal).
- Opener shall be a pad mounted and shall include a battery back-up option.

Electronic Gate Access:

- Contractor shall provide electrical rolling gate access via a cantilevered slide rolling type gate with motor operator at both vehicular entry gate locations. The contractor will provide the gates, the motor operator and required latching devices. The Contractor shall make electrical connection necessary to get gate motor operational and test gate function. The Town shall provide an electrical junction box with 120 v power at the gate motor pad for gate use.
- All electronic access, including devices, readers, video, FOB readers will be furnished and installed by PBSO.

Access Control Software and Devices:

- The access control system will be furnished, installed, tested and made operational by the PBSO's office security and technology team.

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

- Invitation to Bid Documents (ITB #103-2024 PBSO Fence Replacement)
- EXHIBIT A – Plan View of New Fencing Layout
- EXHIBIT B – Scope of Work - Fence
- EXHIBIT C – Existing Condition Photos
- Prebid Meeting Notes
- Addendum #1
- Addendum #2

23. 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 Palm Beach County's environmental responsibilities described in 24 CR 570.604 and (2) the contractor does not assume the Palm Beach County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

24. ENTIRE AGREEMENT

This Agreement, including the Invitation to Bid and its exhibits, constitutes the entire Agreement and understanding of the parties hereto and supersedes all prior contemporaneous contract and understandings oral or written, relating to said subject matter. This Agreement 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 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; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor 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 Agreement, 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 AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

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, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~-- Miami-Dade

The foregoing instrument has been acknowledged before me this 3rd day of July, 2024 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida
HG Construction Development & Investments, Inc.

Officer of HG Construction Development & Investments, Inc.: _____

Title: Roberto M. Hernandez, President

Date: 06/24/2024

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