

**AGREEMENT FOR GOODS AND SERVICES
(Elevator Inspection Corrective Work)**

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made on _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY") with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Orange Elevator Company, Inc.**, a Florida Corporation located at 7765 Lake Worth Rd, Unit 1044 Lake Worth Fl 334677("CONTRACTOR").

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the City is in need of a CONTRACTOR to preform urgent repairs to the elevators at the City's Casino Building to avoid potential compliance issues, additional damage, service interruptions, and other complications; and

WHEREAS, the City's procurement code, section 2-112(f), authorizes the City to procure services without competitive selection for emergencies, when the delay incident to competitive selection would cause an immediate threat or danger to public health, safety, or welfare, or to a loss of public or private property, or interruption in the delivery of an essential government service; and

WHEREAS, the City's procurement code, section 2-112(e)(1), similarly authorizes a single source procurement without competition if the single source is the only practicable source or in the best interest of the City; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR on a non-exclusive basis and as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the CITY's City Commission and the CITY's issuance of a Purchase Order. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the proposals collectively attached herein in **Exhibit "A"**.

2. SPECIFICATIONS

2.1 The specifications set forth in the **Exhibit "A"** detail the set forth further details for the furnishing of goods and services under this Agreement for the inspections and repairs of the elevators for the City's Casino Building.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.4 The goods and services shall be provided by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The goods and services shall be provided and completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the provision of all goods and services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 This Agreement does not guarantee the purchase of any goods or services by the CITY and is entered on a non-exclusive basis. If the CITY seeks to purchase goods and/or services from the CONTRACTOR, the CITY will utilize a City Purchase Order for the Elevator Inspection Corrective Work under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

4.2 Should the CITY require additional goods and services, which additional goods and services are not included in this Agreement, the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order for the provision of the CONTRACTOR's goods and services unless agreed to in writing by the CITY prior to the CONTRACTOR exceeding the amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond

September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

5. MAXIMUM COSTS

5.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's proposals which are attached hereto and incorporated herein as **Exhibit "A"**.

The total Agreement Price is One Hundred Thirty-Five Thousand Dollars (\$135,000). The Agreement Price includes Twelve Thousand and Forty-Five dollars (\$12,045.00) as the City's contingency for unforeseen conditions and potential changes in the Work requested by the City ("Contingency"). The CONTRACTOR must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City's Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor. If the City does not authorize use of the Contingency, the Agreement Price shall not exceed One Hundred Twenty-Two Thousand Nine Hundred Fifty-Five dollars (\$122,955.00). The City shall not reimburse the CONTRACTOR for any additional costs incurred as a direct or indirect result of the CONTRACTOR performing the work under this Contract unless the CONTRACTOR receives prior written approval from the City's Contract Administrator.

6. INVOICE

6.1 The CONTRACTOR shall submit a monthly itemized invoice to the CITY for approval for the services provided. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all services completed.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

6.3 All invoices, payments, and payment disputes shall comply with the Local Government Prompt Payment Act.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the specifications or goods and services to be provided or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely provide the goods and services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 11.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

11.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

12. INSURANCE

12.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Agreement. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time, which the parties agree applies whether a claim is brought in tort or in contract. Nothing contained in this Agreement or any other document incorporated herein or attached hereto shall require the CITY to indemnify the CONTRACTOR.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided in this Agreement; and the CONTRACTOR's proposals (**Exhibit "A"**). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

18.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ANY COUNTERCLAIM THERETO.

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and exclusive venue shall be in Palm Beach County, Florida.

19.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the performance of the parties' duties and obligations as set forth herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager/Financial Department/Purchasing Division
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Orange Elevator Company, Inc
Attn: Brian Bambrose
7765 Lake Worth Rd Unit 1044
Lake Worth, FL 33467

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

25. PUBLIC ENTITY CRIMES

25.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in

excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

26. PREPARATION

26.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

27. PALM BEACH COUNTY INSPECTOR GENERAL

27.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

28. ENFORCEMENT COSTS

28.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

29. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

30. COPYRIGHTS AND/OR PATENT RIGHTS

30.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the CITY harmless from any and all liability, loss, or expense occasioned by any such violation.

31. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

31.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

32. FEDERAL AND STATE TAX

32.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

33. PROTECTION OF PROPERTY

33.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

34. DAMAGE TO PERSONS OR PROPERTY

34.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

35. WARRANTY

35.1 CONTRACTOR warrants to the CITY that goods and services provided under this Agreement for one year from the date of completion of the proposed work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement.

36. SCRUTINIZED COMPANIES

36.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

36.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

36.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

36.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

36.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

37. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

37.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees

37.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, Agreement with, or subcontract with an unauthorized alien;

37.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

37.4. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;

37.5. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and

37.6. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

38. SURVIVABILITY

38.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

39. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES

39.1 By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

40. LIMITATION OF LIABILITY.

40.1 The CITY shall not in any event be liable to CONTRACTOR for any special, indirect, or consequential damages arising out of or in connection with this Agreement or any other documents attached hereto or incorporated herein.

41. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

41.1 Pursuant to Section 286.101(3)(a), Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the CONTRACTOR certifies that it has disclosed to the CITY any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Elevator Inspection Corrective Work) on the day and year first above written.

ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: Orange Elevator Company, Inc

By: _____

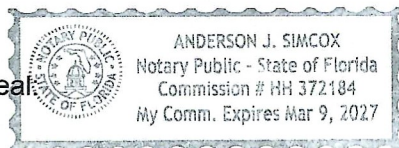
Printed Name: Adil Hosein

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 24th day of July 2026, by Adil Hosein, as the vice president [title] of **Orange Elevator Company, Inc**, a Corporation authorized to do business in the State of Florida, who is ☐ personally known to me or ☒ who has produced Florida Drivers License as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Orange Elevator Company, Inc** to the same.

Notary Seal



Notary Public Signature

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SIGNATURE PAGE FOLLOWS

Exhibit "A"
(Contractor's proposals-2 pages)



ORANGE ELEVATOR CO
ENGINEERING TODAY TO ELEVATE TOMORROW

www.orangelifts.com
Corporate@orangelifts.com
561-421-5503
7765 Lake Worth Rd, Unit 1044
Lake Worth, FL 33467

Fixed Price Proposal No. 26-506

PROPOSAL SUBMITTED TO:	DESCRIPTION OF JOB: Elevator Inspection Corrective Work
City of Lake Worth Beach 7 North Dixie Highway, Lake Worth Beach, FL 33460	JOB LOCATION: Lake Worth Casino Beach Complex 10 S. Ocean Blvd., Lake Worth, FL 33460
ATTENTION: Brian Bambrose	ELEVATOR NUMBER: South Elevator - State License #99198
E-MAIL: bambrose@lakeworthbeachfl.gov	ELEVATOR STATUS: Running
PHONE: (561) 719-1271	DATE: 06/18/2026

Please find our proposal to perform the corrective work required to address the deficiencies cited in the latest routine safety inspection report.

The proposal is as follows:

Orange Elevator Company proposes to furnish labor, material, and supervision to complete the following corrective work:

- Remove and replace the existing hoist rusted ropes with new hoist ropes.
- Remove and replace the top and bottom damaged hoistway access switch assemblies complete with new assemblies.
- Repair the existing in-car emergency phone. If the phone is determined to be unrepairable, Orange Elevator Company will provide a separate change order to replace the phone system with a new unit.
- Replace the damaged wiring to the governor tail shaft assembly with new wiring installed in waterproof flex conduit.
- Remove and replace the rusted elevator pit ladder with a new ladder.
- Remove and replace the rusted-out sump pump grating in the elevator pit with new grating.
- Remove and replace the failed brake UPS unit with a new complete UPS unit.
- Retest the elevator with the elevator inspector, including required test weights and Category 5 testing.

All replacement parts will be manufacturer-supplied or OEM-grade equivalent where applicable.

For the sum of: Fifty-Five Thousand Seven Hundred Fifty-Five Dollars & 00/100 (\$55,755.00)

Payment Schedule: Net 30 from invoice date or specific terms stated above

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance. It is expressly understood, in consideration of our performance of the service enumerated at the price stated, that nothing in this agreement will be construed to mean that Orange Elevator Company assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of Orange Elevator Company or its employees; and that your own responsibility for accidents to persons or property while riding on or being in or about the elevators referred to is in no way affected by this agreement. Orange Elevator Company Inc will not be held responsible or liable for any loss, damage, detention, or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, Act of God, or by any cause beyond its reasonable control, whether or not the same is herein specified, and in any event, it will not be liable for consequential damages. No work, service or liability on the part of Orange Elevator Company other than that specifically mentioned herein, is included or intended. All materials and or items removed shall become property of Orange Elevator Company Inc unless specified. The customer understands this is a fixed price proposal. Supporting documentation for materials and / or labor shall not be a condition precedent in order for payment in full to be made to Orange Elevator Company Inc.

Authorized Signature:

Title: Sr. Business Development Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal –The above prices, specification and conditions are satisfactory and hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Authorized Name:

Date:



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561-421-5503
7765 Lake Worth Rd, Unit 1044
Lake Worth, FL 33467

Fixed Price Proposal No. 26-507

PROPOSAL SUBMITTED TO:	DESCRIPTION OF JOB: Elevator Inspection Corrective Work
City of Lake Worth Beach 7 North Dixie Highway, Lake Worth Beach, FL 33460	JOB LOCATION: Lake Worth Casino Beach Complex 10 S. Ocean Blvd., Lake Worth, FL 33460
ATTENTION: Brian Bambrose	ELEVATOR NUMBER: North Elevator - State License #99197
E-MAIL: bambrose@lakeworthbeachfl.gov	ELEVATOR STATUS: Running
PHONE: (561) 719-1271	DATE: 06/18/2026

Please find our proposal to perform the corrective work required to address the deficiencies cited in the latest routine safety inspection report.

The proposal is as follows:

Orange Elevator Company proposes to furnish labor, material, and supervision to complete the following corrective work:

- Remove and replace the existing rusted hoist ropes with new hoist ropes.
- Replace the obsolete loadweighing unit with a new unit.
- Remove and replace the damaged and/or missing access key switch assemblies with new assemblies at the top and bottom landings of the shaftway.
- Remove and replace the malfunctioning brake UPS unit with a new unit.
- Troubleshoot the inoperative alarm bell and Fire Service Phase 2 operation. If repairs can be completed within the allotted troubleshooting time, Orange Elevator Company will complete the repairs. If additional parts or extended labor are required, Orange Elevator Company will provide a separate change order for approval prior to proceeding.
- Replace the inoperative elevator pit light with a new watertight pit light fixture.
- Shorten the governor rope to bring it back within proper service limits.
- Perform the required Category 5 retest in coordination with the elevator inspector.

For the sum of: Sixty-Seven Thousand Two Hundred Dollars & 00/100 (\$67,200.00)

Payment Schedule: Net 30 from invoice date or specific terms stated above

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance. It is expressly understood, in consideration of our performance of the service enumerated at the price stated, that nothing in this agreement will be construed to mean that Orange Elevator Company assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of Orange Elevator Company or its employees; and that your own responsibility for accidents to persons or property while riding on or being in or about the elevators referred to is in no way affected by this agreement. Orange Elevator Company Inc will not be held responsible or liable for any loss, damage, detention, or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, Act of God, or by any cause beyond its reasonable control, whether or not the same is herein specified, and in any event, it will not be liable for consequential damages. No work, service or liability on the part of Orange Elevator Company other than that specifically mentioned herein, is included or intended. All materials and or items removed shall become property of Orange Elevator Company Inc unless specified. The customer understands this is a fixed price proposal. Supporting documentation for materials and / or labor shall not be a condition precedent in order for payment in full to be made to Orange Elevator Company Inc.

Authorized Signature:

Jaime Hernandez

Title: Sr. Business Development Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal –The above prices, specification and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Authorized Name:

Date: