

**RESOLUTION NO. 26-05-24**

**A RESOLUTION AUTHORIZING AND DIRECTING THE-MAYOR TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND MANGONIA CONSTRUCTION GROUP, LLC FOR THE WEST ILEX PARK – PHASE 2 PARK IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town wishes to make infrastructure improvements to West Ilex Park (the Project); and

**WHEREAS**, the Town has been awarded a grant from Palm Beach County (the County) from its Community Development Block Grant (CDBG) program in an amount of \$47,704, to be applied to the proposed park improvement work which includes new fencing around the park perimeter and electrical up-grades; and

**WHEREAS**, the Town staff prepared an Invitation to Bid (ITB-107-2024) to solicit bids from qualified bidders for the West Ilex Park Phase 2 park improvements; and

**WHEREAS**, the Town received bid proposals and after evaluation, it was determined that the bid provided by Mangonia Construction Group, LLC for \$69,272.52 was the responsive and responsible low-bid to all of the ITB requirements; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that the Town enter into a contract agreement with Mangonia Construction Group, LLC for the West Ilex Park Phase 2 park improvements.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Vice-Mayor is hereby authorized and directed to execute a contract agreement with Mangonia Construction Group, LLC. A copy of the agreement is attached hereto.

**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Taylor, who moved its adoption. The motion was seconded by Commissioner Thomas, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>  /  </u>	<u>  —  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>  /  </u>	<u>  —  </u>
COMMISSIONER MICHAEL HENSLEY	<u>  /  </u>	<u>  —  </u>
COMMISSIONER MARY BETH TAYLOR	<u>  /  </u>	<u>  —  </u>
COMMISSIONER JUDITH E. THOMAS	<u>  /  </u>	<u>  —  </u>

The Town Commission thereupon declared the foregoing Resolution 26-05-24 duly passed and adopted this 15 day of May, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]  
ROGER D. MICHAUD  
MAYOR

ATTEST:

[Signature]

Laura Weidgens  
Deputy Clerk FOR VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]  
THOMAS J. BAIRD  
TOWN ATTORNEY  
Brett Lashley

**CONSTRUCTION SERVICES AGREEMENT FOR IMPROVEMENTS TO  
WEST ILEX PARK**

**THIS AGREEMENT FOR THE WEST ILEX PARK - PHASE 2 PARK IMPROVEMENTS (AGREEMENT)** is made and entered into this 15th day of May, 2025, 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 Mangonia, having an address of 700 S. Rosemary Avenue, West Palm Beach, Florida, 33401, (“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 play equipment and other infrastructure at the West Ilex Park playground (the Services); and

**WHEREAS**, the Town was previously awarded CDBG grant funds for playground equipment improvements to the W. Ilex Park with that work complete the Town was awarded additional CDBG grant funds for additional park improvements, now referred to as W. Ilex Park Improvements, Phase 2, and

**WHEREAS**, for the Phase 2 improvement project, Town staff solicited bid proposals for the for the additional park improvement work via an Invitation to Bid (ITB #107-2024); and

**WHEREAS**, in its response to the ITB, Mangonia Construction Group, LLC, represented that it is qualified, able, and willing to satisfactorily provide the Services solicited in the ITB; and

**WHEREAS**, the Contractor’s response to the ITB was determined by the Town Manager to be 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 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 at upon its completed execution. Work shall not commence before the issuance of a notice to proceed from the Town of Lake Park. Project duration shall be as stipulated in the ITB documents.

## **3. COST OF SERVICES**

The agreed-upon contract price for the West Ilex Park Phase 2 Improvements shall be \$69,272.51 as per the Mangonia Construction Group, LLC., submitted ITB bid proposal. The CDBG Grant award for this Phase 2 project is \$47,704.00. A Town match amount will cover the remaining balance of this agreement amount.

## **4. LAWS AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. 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, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Services to be provided. 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 work required by this Agreement 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 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, 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, as evidenced by a written amendment to the Agreement.

## **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 25<sup>th</sup> 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. 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 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. 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. The following wage decision shall apply:

General Decision Number: FI20240130 01/05/2024

Superseded General Decision Number: FL20230130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida

## **22. SCOPE OF WORK**

**W. Ilex Park Improvements – Phase 2  
SCOPE OF WORK**

**Contractor Mobilization:**

- Park is to remain open. 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 staff, will prepare project permit package.
- Contractor shall provide on-site port-o-let (or equal) sanitary facilities for workers.
- Project site has standard duty 120-V electrical outlet for use by contractor.
- There is no potable water available on-site.
- This project is partially funded by a Federal Community Development Block Grant, therefore, Davis Bacon wage rates will apply.
- Contractor will be required to submit weekly Certified Payrolls for the duration of the project.
- Contractor will be required to provide and maintain the following Job-Site Posters:
  - 1 WH-1312 Poster
  - 2 Copy of Applicable Wage Decision for Project
  - 3 Workers Rights Poster
  - 4 Contractors Contact Information

**Site Fencing:**

- Furnish labor, materials, and equipment required for the removal of the existing chain-link fencing both at the park perimeter and around the electrical / irrigation pump equipment. Removal includes fencing, rails, and posts with related concrete footings.
- Contractor to dispose of fencing materials off-site

*NOTE: The Town of Lake Park would like to retain the existing fencing mesh. The contractor shall remove the existing fencing mesh, roll it up and place is at a designated location on the W. Ilex Park site. The Town will pick it up.*
- Furnish labor, materials and equipment required for the installation of new black vinyl coated chain-link fencing wire, including new horizontal upper rail & lower tension cable, new, new corner bracing and all new attachment and connecting hardware.
- Fencing Length:      Perimeter Fence: XX lft  
                                 Electric / Pump Equipment Enclosure Fence: XX lft

*NOTE: Contractor to verify and bid from confirmed measurements*
- Fencing Height:      Perimeter Fence 4'-0" high  
                                 Electric / Pump Equipment Enclosure: 6'-0" high
- New Gates:            Main Entrance Gates: 10'-0" wide x 4' high  
                                 Service Gates: 10'-0" wide x 4' high  
                                 Pedestrian Entry Gates: 6'-0" wide x 4' high  
                                 Electric / Pump Enclosure Gates: 3'-0" wide x 6'-0" high

- New Line Posts: 2.5” x SS40 steel pipe (BLK)
- New Support rails: 1 5/8” o.d. x SS40 steel pipe (BLK).
- New Fencing Mesh: 2” x 8 gauge “Black Vinyl Coated”  
*(vinyl coated over zinc-coated steel wire with KK Selvage (knuckle – knuckle)).*

**Electrical Lighting and Component Up-grades:**

- Refer to Electrical Engineering Design Plans as prepared by Bildworx Design.  
*(Bildworx is the Town of Lake Park Electrical Engineering Consultant for this project)*
- Contractor shall secure electrical permit as part of the overall building permit application for this project. Electrical design plans are to be used for the electrical permit plan submittal.
- Contractor shall furnish all labor, materials and equipment to complete the electrical work as indicated on the Electrical Engineering Plans.
- Contractor shall provide fixture submittals for Town review and approval before purchase.
- Coordinate final location of electrical light fixtures with Owner representative

**Plans, Sketches and Related Documents that are included as part of this agreement:**

- EXHIBIT A – Scope of Work
- EXHIBIT B – Signed & Sealed Survey of W. Ilex Park
- EXHIBIT C – Site Plan showing limits of fence replacement
- EXHIBIT D – Photos of Existing Fencing
- EXHIBIT E – Required Bid Forms
- EXHIBIT F – Not Used
- EXHIBIT G – Signed and Sealed Engineering Plans of Proposed Electrical  
Lighting and Improvements
- EXHIBIT H(1) – Federal Forms – Part One
- EXHIBIT H(2) – Federal Forms – Park Two
- EXHIBIT I - Applicable Wage Decision (FL20240130)
- Bid Proposal as submitted by Mangonia Construction Group, LLC in response to ITB #107-2024

**23. GENERAL COMPLIANCE**

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/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR 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:

By:

FOR

Vivian Mendez, MMC  
Town Clerk

Roger D. Michaud, Town Manager

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 15th day of May, 2024 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.



Notary Public, State of Florida  
Mangonia Construction Group, LLC

Officer of Mangonia Construction: \_\_\_\_\_

Title: President

Date: 5/7/24

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.

#### **24. ENTIRE CONTRACT**

This Contract, the Invitation to Bid (ITB), including all exhibits, 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. 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 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 Contractor/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 Contractor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town,

**FLORIDA INDIVIDUAL ACKNOWLEDGMENT**  
F.S. 117.05(13)

State of Florida

County of St. Lucie }

The foregoing instrument was acknowledged before me by means of

Physical Presence,

— OR —

Online Notarization,

this 7<sup>th</sup> day of MAY, 2024, by  
Date Month Year

Gabriel A Mashraghi  
Name of Person Acknowledging

Catherine Jimenez  
Signature of Notary Public – State of Florida

Catherine Jimenez  
Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Personally known

Produced Identification

Type of Identification Produced: FLDL

1262 281 90 182 0

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Construction Services Agreement West#lexpark

Document Date: 5/7/24 Number of Pages: 10

Signer(s) Other Than Named Above: — NO OTHER SIGNERS —



**SCRIVENER'S ERROR CORRECTIVE AFFIDAVIT  
TO CORRECT A CLERICAL ERROR TO RESOLUTION 26-05-24**

The Corrective Affidavit is to give notice of a typographical or other obvious minor error made to Resolution Document Instrument as originally recorded in the office of the Town Clerk of Lake Park, Florida.

**RE: Document: Resolution No. 26-05-24**  
**Page: One (1)**

**State of Florida**  
**County of Palm Beach**

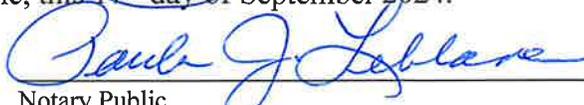
I, John Wille, the undersigned hereby certify that the following error appears in the above referenced document instrument and that this affidavit affirms the correction to that document in accordance with standard Scrivener's provisions.

**Description of Error:** The Resolution 26-05-24 document stipulates a bid price provided by Mangonia Construction in the amount of \$69,272.52; the corrected bid amount is \$69,272.51.

  
\_\_\_\_\_  
*Printed Name of Affiant*

  
\_\_\_\_\_  
*Signature of Affiant*

SWORN to and subscribed before me, this 17<sup>th</sup> day of September 2024.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

