

CONTRACT FOR STRUCTURAL ROOF REPAIR

THIS CONTRACT FOR STRUCTURAL ROOF REPAIR (Contract) is made and entered into this _____ day of _____, 2023, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and LaPorta Contracting, LLC having an address of 1975 East Sunrise Blvd., Suite 822, Fort Lauderdale, Florida 33304 (“Contractor”) (collectively, “the Parties”).

WITNESSETH THAT:

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 owns and maintains the historically designated Lake Park Town Hall building, located at 535 Park Avenue; and

WHEREAS, the Town has determined that there is a need to make structural repairs to the roof of the Town Hall building, including its roof truss framing (the Project); and

WHEREAS, the Town’s Public Works Department staff prepared Request for Proposal No. 119-2023 (the RFP), to solicit bids from qualified bidders for the Project, and

WHEREAS, on Friday, October 13, 2023, the Town received three (3) bids, and following the opening of and a review and analysis of the bids received, it was determined that the bid provided by LaPorta Contracting, LLC (the “Contractor”) in the amount of \$61,600.00, was the lowest responsive and responsible bid; and

WHEREAS, in its response to the RFP, the Contractor represented that it is qualified, able and willing to satisfactorily provide the work and services associated with the Project; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into a contract with LaPorta Contracting, LLC, for the provision of the work and services associated with the Project; and

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. COST

The cost for the exterior painting and structural repairs shall not exceed \$61,600.00.

3. LAWS AND REGULATIONS

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provide the work and services specified in the solicitation for the Project.

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the work and services for the Project and shall obtain and pay for all permits and/or inspections that may be required to comply with all laws and regulations, including specifically all building code requirements applicable to completing the Project. The Contractor shall indemnify the Town for any damages, penalties, and/or fines incurred by or imposed on the Town for the Contractor's failure to obtain and maintain any required licenses, certifications, permits, and/or inspections.

5. SUBCONTRACTING

The Contractor shall provide to the Town a list of subcontractors the contractor may be using to complete the work.

6. ASSIGNMENT

The Contractor shall not assign or transfer the Contract, including any rights, title, or interest herein, to provide the work and services associated with the Project 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 Contract.

7. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not 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 identified 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.

8. INDEMNIFICATION, DEFENSE, 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 the attorney's fees and costs of any defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals, or subcontractors.

The Contractor shall be responsible for defending the Town in any proceeding involving the Project, including the payment of any claims, losses, judgements, and attorney fees which may be incurred by the Town.

The Contractor expressly understands and agrees that any insurance it maintains as required by this Contract, or otherwise maintained 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 shall be provided by the Contractor to the Town. In the event any of the insurance policies maintained by the Contractor associated with the Project should lapse, be cancelled, or not renewed, the Contractor shall immediately notify the Town at least 30 days in advance of the same. The Contractor shall provide the Town with such certificates of insurance as are necessary to replace the loss of any of the insurance policies associated with this Project.

The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The Contractor shall provide the following insurance coverages:

- 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.

9. CONTRACT TIME

The number of days within which, or the date by which, the work is to be completed (the Contract Time) shall be 30 calendar days from notice to proceed to substantial completion, plus 15 days from substantial completion to final completion, for a total contract time of 45 days.

10. LIQUIDATED DAMAGES

The parties hereto agree that the damages to the Town for the contractor's failure to complete the work on time cannot be accurately measured. Therefore, the parties have agreed that the Town may assess liquidated damages of \$100 per day against the Contractor should the Contractor fail to complete the work within the contract time as set forth in paragraph 9.

11. MODIFICATION OF CONTRACT

The Contract may only be modified by a written amendment to the Contract executed by both parties hereto.

12. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate this Contract for convenience and without cause upon providing 15 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 Contract before the expiration of the Term provided it gives 15 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. AUDIT AND TOWN'S ACCESS TO CONTRACTOR'S RECORDS

The Town reserves the right to require the Contractor to submit to an audit by an auditor of the Town's choosing at the Contractor's expense of its records, which relate directly or indirectly to this Contract, at its place of business during regular business hours, or at such other places as mutually agreed to by the Town and Contractor.

The Contractor shall retain all records pertaining to this Contract, and upon request, make them available to the Town for three (3) years following expiration of the Contract. The

Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

15. OFFICE OF THE INSPECTOR GENERAL

Contractor acknowledges that Palm Beach County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed Town solicitations, programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The OIG may, on a random basis, perform audits on all Town contracts.

16. BINDING EFFECT

All of the terms and provisions of this Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and authorized assigns.

17. SEVERABILITY

If any part of this Contract is contrary to, prohibited by, or deemed invalid under any applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

18. GOVERNING LAW AND VENUE

The enforcement of this Contract shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

19. ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

Contractor acknowledges that the Town complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color, or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Contract, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County, and the federal government.

The Contractor further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Contract.

21. NO DISCRIMINATION CLAUSE

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin age pregnancy, handicap, or marital status. The Contractor shall take affirmative action to ensure that any applicants for employment, and its employees are treated during their employment by the Contractor, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor shall post notices of this nondiscrimination clause in conspicuous places, available to its employees and any applicants to the Contractor for employment.

22. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Contract.

23. PUBLIC RECORDS

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain all public records required by the Town associated with the work and services provided by the Contractor.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the Contactor does not transfer the records which are part of this Contract to the Town.
- d. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the Contactor; or keep and maintain the public records associated with the work and services provided for in the Contract. If the Contactor transfers all public records to the Town upon completion of the term of the Contract, the 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 Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

23. ATTACHMENTS TO CONTRACT

The below listed attachments are incorporated herein by reference and made a part of this Contract:

- Attachment 1: Request for Proposals (RFP) No. 119-2023
Lake Park Town Hall Roof Truss Framing Structural Repairs
Including all related bid documents, addendum, plans, written scope of work and submitted bid form documents.
- Attachment 2: Architectural Plans
As prepared by REG Architects, Inc.
- Attachment 3: Bid Response Proposal to RFP No. 119-2023

as submitted by LaPorta Contracting, LLC on Friday, October 13, 2023, at 2:00 pm, including: Bid Documents / Bid Bond / Certificate of Insurance/ Permits & Licenses / and related bid form documents

IN WITNESS WHEREOF, the parties' representatives hereto have executed this Contract as of the day and year referenced herein above.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Roger D. Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

LaPorta Contracting, LLC
1975 E. Sunrise Boulevard
Suite 822
Fort Lauderdale, Florida 33304

By: Thomas LaPorta
Signature

Its: Owner
Title

Thomas LaPorta
Written Name: