

**CONTRACT FOR  
WATERPROOFING AND EXTERIOR PAINTING SERVICES.**

**THIS CONTRACT FOR WATERPROOFING AND EXTERIOR PAINTING SERVICES (the 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 J & J, Inc., dba Eagle Painting, with an address of 10062 NW 50th Street. Sunrise, Florida 33351 (“Contractor”) (collectively, “the Parties”).

**RECITALS:**

**WHEREAS**, the Town of Lake Park (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 is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

**WHEREAS**, the Town’s Public Works Department has determined that there is a need to waterproof and paint the exterior surfaces of the Lake Park Town Hall building (the “Project”); and

**WHEREAS**, the Town’s Public Works Department staff prepared an Invitation to Bid No. 115-2023 (the ITB) to solicit bids from qualified bidders to complete the Project; and

**WHEREAS**, on September 21, 2023, the Town received twelve (12) bids in response to the ITB and following their opening and evaluation, it was determined that the bid provided by J&J, Inc., dba Eagle Painting (the “Contractor”), in an amount of \$47,901.00, was the lowest responsive and responsible bid; and

**WHEREAS**, in its response to the ITB, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the work requirements 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 J & J, Inc., dba Eagle Painting, for the Project.

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

1. The recitals are true and correct and are incorporated herein.

## **2. COST OF SERVICES**

The cost for the Project shall not exceed \$47,901.00.

## **3. LAWS AND REGULATIONS**

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

## **4. LICENSES, PERMITS AND FEES**

The Contractor shall hold all licenses and/or certifications necessary to perform the construction work and services associated with the Project and shall obtain and pay for all permits and/or inspections applicable to the Project. Any damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for the Contractor's failure to obtain and maintain any required licenses, certifications, permits, and/or inspections, or to comply with any federal, state, or local laws or regulations, shall be the sole responsibility of the Contractor.

## **5. SUBCONTRACTING**

The Contractor shall provide to the Town a list of subcontractors the Contractor may use to complete the Project.

## **6. ASSIGNMENT**

The Contractor shall not assign or transfer the Contract, including any rights, title, or interest therein, or its power to perform the services of this Contract to any person, company, or corporation without the prior written consent of the Town. Any purported assignment without the prior consent of the Town may result in termination of the Contract.

## **7. RESPONSIBILITIES AS EMPLOYER**

The Contractor's employees 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 for the Project and the employees shall be licensed or certified as necessary to perform any of the work associated with the Project. 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 AND INSURANCE**

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or attorney fees in connection with all claims, suits, or actions of any kind or nature against the Town, for its negligence, act or omission. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which shall be provided to the Town. The Town shall be notified at least 30 days in advance of the lapse, cancellation, non-renewal, or termination of any insurance contract. In such circumstances, the Contractor shall immediately replace the insurance with like policies. 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 submit a current Certificate of Insurance, naming the Town as an additional insured and listing the Town as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon lapse, cancellation, non-renewal, or termination of any insurance policy.

The Contractor shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. **GENERAL LIABILITY INSURANCE** with each occurrence limits of not less than \$1,000,000.
- c. **PROFESSIONAL LIABILITY INSURANCE** with limits of not less than \$1,000,000 annual aggregate.

- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

## **9. CONTRACT TIME**

The number of days within which, or the date by which, the Project is to be completed (the Contract Time) shall be 70 calendar days from the date of the notice to proceed to substantial completion, plus 15 days from the date of substantial completion to the final completion of the Project, for a total contract time of 85 days.

## **10. LIQUIDATED DAMAGES**

The parties recognize and agree that if the Project is not completed within the Contract Time, the Town will be damaged, but that the exact amount of said damages cannot be quantified. Therefore, the parties have agreed that the Town may assess liquidated damages in the event of failure to complete the Project on time in the amount of \$100.00 for each calendar day beyond the contract time stipulated.

## **11. MODIFICATION OF CONTRACT**

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

## **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. ACCESS AND AUDIT OF RECORDS**

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

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

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

#### **15. OFFICE OF THE INSPECTOR GENERAL**

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 programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The OIG may, on a random basis, perform audits on all Town contracts.

#### **16. BINDING EFFECT**

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

#### **17. SEVERABILITY**

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

#### **18. GOVERNING LAW AND VENUE**

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

#### **19. ATTORNEY'S FEES**

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

#### **20. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The 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 applicants are employed, and that employees are treated during employment, 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 agrees to post in conspicuous places, available to its employees and applicants 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 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 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/Vendor; or keep and maintain the public records associated with the services provided for in the Contract. If the Contactor transfers all public records to the Town upon completion of the term of the Contract, the Consultant shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Contract, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [Townclerk@lakeparkflorida.gov](mailto:Townclerk@lakeparkflorida.gov).

**23. ATTACHMENTS TO CONTRACT**

The following attachments are included as part of this Contract:

- Attachment 1: Invitation to Bid (ITB) No. 115-2023  
Lake Park Town Hall Exterior Painting  
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 ITB No. 115-220  
as submitted by J&J, Inc. (dba Eagle Painting) on Thursday, September 21, 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 hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, TOWN Clerk

By: \_\_\_\_\_  
Roger D. Michaud, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

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J & J, Inc. (dba Eagle Painting)  
10062 NW 50<sup>th</sup> Street  
Sunrise, Florida 33351

By: Janet S. Field  
Signature

Its: VP  
Title

Janet S. Field  
Written Name: