

**RESOLUTION NO. 35-04-19**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE**

**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 may enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the TOWN has determined that there is a need for renovation services within its Community Development Department (the Department), including, but not limited to the removal and replacement of all flooring materials, the interior painting of all walls and ceilings, and the removal and reinstallation of all furniture within the Department.; and

**WHEREAS**, the TOWN staff has solicited written quotes from various vendors for renovation services, all but one of which were unresponsive; and

**WHEREAS**, This Agreement for Renovation Services (Agreement) is made between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“TOWN”) and Finishers Repair and Consulting, LLC (“CONTRACTOR”), 5139 Caribbean Boulevard, West Palm Beach, FL 33407; and

**WHEREAS**, the CONTRACTOR submitted an initial proposal on November 20, 2018 to provide renovation services which was responsive to the TOWN’s solicitation; and

**WHEREAS**, in its proposal the CONTRACTOR represented that it is qualified, able and willing to satisfactorily provide the required renovations services; and

**WHEREAS**, the TOWN Commission determined that the CONTRACTOR’s proposal was responsible and responsive and CONTRACTOR is qualified and able to provide the services solicited; and

**WHEREAS**, the TOWN Commission has voted to enter into an Agreement with the CONTRACTOR; and

**WHEREAS**, the total cost of the renovation services that will be provided by Finishers Repair and Consulting is \$18,000, plus the cost of the tile which the Town will purchase separately is estimated at approximately \$6,000; and

**WHEREAS**, the total cost of the renovation services that will be provided by Finishers Repair and Consulting is \$18,000, plus the cost of the tile which the Town will purchase separately is estimated at approximately \$6,000; and

**WHEREAS**, the TOWN has budgeted funds in its current fiscal year budget which are available to fund this Agreement and the cost of the tile;

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

**Section 1.** The whereas clauses are hereby incorporated herein as true and correct.

**Section 2.** The Agreement is enclosed as **Exhibit A**.

**Section 3:** This Resolution shall take effect upon execution.

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>  /  </u>	<u>  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>  /  </u>	<u>  </u>
COMMISSIONER ERIN FLAHERTY	<u>  /  </u>	<u>  </u>
COMMISSIONER JOHN LINDEN	<u>  /  </u>	<u>  </u>
COMMISSIONER ROGER MICHAUD	<u>  /  </u>	<u>  </u>

The Town Commission thereupon declared the foregoing Resolution 35-04-19 duly passed and adopted this 3 day of April, 2019.


TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



**EXHIBIT "A"**

**AGREEMENT FOR RENOVATION SERVICES**

THIS AGREEMENT FOR RENOVATION SERVICES (Agreement) is made this 3 day of April, 2019, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("TOWN") and Finishers Repair and Consulting, LLC ("CONTRACTOR"), 5139 Caribbean Boulevard, West Palm Beach, FL 33407.

**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 may enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the TOWN has determined that there is a need for renovation services within its Community Development Department (the Department), including, but not limited to the removal and replacement of all flooring materials, the interior painting of all walls and ceilings, and the removal and reinstallation of all furniture within the Department.; and

**WHEREAS**, the TOWN staff has solicited written quotes from various vendors for renovation services, all but one of which were unresponsive; and

**WHEREAS**, the CONTRACTOR submitted an initial proposal on November 20, 2018 to provide renovation services which was responsive to the TOWN's solicitation; and

**WHEREAS**, in its proposal the CONTRACTOR represented that it is qualified, able and willing to satisfactorily provide the required renovations services; and

**WHEREAS**, the TOWN Commission determined that the CONTRACTOR's proposal was responsible and responsive and CONTRACTOR is qualified and able to provide the services solicited; and

**WHEREAS**, the TOWN Commission has voted to enter into an Agreement with the CONTRACTOR; and

**WHEREAS**, the TOWN has budgeted funds in its current fiscal year budget which are available to fund this Agreement;

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

## **1. TERM**

This Agreement shall begin on April 4, 2019 and continue through completion of the all renovation services, or May 4, 2019, whichever occurs first. Work shall be performed during normal business hours only – Monday through Friday, 8:30am – 5:00pm. Special accommodations may be granted outside of these hours, if possible and approved by the Community Development Director in advance.

## **2. RESPONSIBILITIES OF THE CONTRACTOR**

Pack, move and store all office furniture and additional items in approved air conditioned storage facility.

Paint all ceilings through office spaces and common area.

Paint interior trim and base molding throughout.

Paint and repair (where needed) all walls in offices and common areas.

Demo all existing flooring.

Tile flooring in offices and common area.

Remove and install new baseboard molding.

Transfer all furniture back to location in good condition.

The CONTRACTOR Provide all labor, supervision, equipment supplies, materials and adherence to all construction and safety requirements (tile will be purchased separately by the Town) required to ensure the proper performance of the work at all locations, unless otherwise specified, shall be furnished by the CONTRACTOR.

The CONTRACTOR shall be minimize disruptions to the work performed by employees in the Department and shall properly secure the work area.

### **2.3 CONTRACTOR'S Personnel**

A.) CONTRACTOR shall provide all required personnel to complete the job per the Scope of Services and within the Term.

B.) CONTRACTOR'S personnel shall be courteous and conduct themselves in a respectable and professional manner, in the performance of duties at all times while on TOWN property.

C.) The TOWN may require the CONTRACTOR to remove from assignment such personnel as the TOWN in its sole discretion determines to be incompetent, careless, insubordinate, or in any way discourteous.

D.) CONTRACTOR shall comply with all applicable labor/employment laws and regulations. The CONTRACTOR shall pay its' employees at least the federal minimum wage rate.

### **3. COMPENSATION**

3.1 The TOWN shall pay the CONTRACTOR \$18,000. A 50% initial deposit shall be paid upon execution of this Agreement. 25% shall be paid following completion of the flooring work. The final 25% shall be paid upon full completion.

3.2 All invoices shall be delivered to:  
Finance Department  
535 Park Avenue  
Lake Park, FL 33403

3.3 If the TOWN requests any additional services beyond the scope of work, CONTRACTOR agrees to provide a written cost estimate for the services.

3.4 If significant items of the scope of work are not completed in full, portions of the contract amount may be withheld for unsatisfactory performance. The amount withheld shall be based on photo documented inspections to determine the percentage of the scope not complete:

a. 0%-50% Scope of Work completion = 50% of remaining contract deduction.

b. 50%-89% Scope of Work completion = 25% of remaining contract deduction.

### **4. PUBLIC RECORDS**

With respect to public records, the CONTRACTOR shall:

4.1 Keep and maintain public records required by the TOWN to perform the service.

4.2 Upon the request of the TOWN, provide any such public records.

- 4.3 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 does not transfer the records which are part of this Agreement to the Town.
- 4.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR; or keep and maintain the public records associated with the services provided for in the Agreement. If the CONTRACTOR transfers all public records to the TOWN upon completion of the term of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the CONTRACTOR keeps and maintains public records upon completion of the term of the Agreement, the CONTRACTOR shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request, in a format that is compatible with the information technology systems of the Town.
- 4.5 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the CONTRACTOR shall 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).

## **5. STANDARD OF CARE**

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of renovation services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest standards in the field.

## **6. INDEMNIFICATION and INSURANCE**

The CONTRACTOR shall maintain the following insurance coverages in the amounts specified below during the term of the Agreement and any extensions thereof:

- 6.1 - Workers' compensation insurance for all employees of the CONTRACTOR for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

- Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent Contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.
- Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.
- The TOWN shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal documents demonstrating the required coverages shall be submitted with the CONTRACTOR'S Proposal documents. There shall be a 30 day notification to the TOWN in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- All certificates of insurance shall be subject to the TOWN's verification. The TOWN may require the CONTRACTOR to provide a complete certified copy of the insurance policy(ies).
- The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.
- All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

6.2 Violation of the terms of such insurance requirements is a material term of the Agreement and the TOWN, at its sole discretion, may terminate the Agreement.

## **7. LICENSES**

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to perform the services and conduct its business, and that it shall at all times conduct its business activities in a reputable manner.

## **8. COMPLIANCE WITH LAWS**

In performance of the Agreement, CONTRACTOR shall comply with all federal, state, and local laws, rules, and regulations.



## **9. SUB-CONTRACTING**

The CONTRACTOR shall not assign this agreement, or sub-contract any work without the written approval of the Town

## **10. FEDERAL AND STATE TAXES**

The TOWN is exempt from Federal Tax and State Sales and Use Taxes. However, the CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall the CONTRACTOR be authorized to use the TOWN'S Tax Exemption Number in securing such materials.

## **11. TOWN'S RESPONSIBILITIES**

TOWN shall provide CONTRACTOR with access to the work site Monday through Friday, 8:30am – 5:00pm during the agreed upon Term.

## **12. SEVERABILITY, DEFAULT, TERMINATION FOR CONVENIENCE**

- 12.1 If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, such term shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.
- 12.2 The TOWN may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any of the terms of this Agreement, or fails to make progress to cure any default of the terms. The CONTRACTOR shall have FIVE business days after receipt of notice from the TOWN to cure the default. In the event the TOWN terminates this Agreement in whole or in part because of default of the CONTRACTOR, the TOWN may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 12.3 The TOWN may, whenever the interests of the TOWN so require, IMMEDIATELY terminate the Agreement for the convenience of the TOWN. The TOWN shall give business days prior written notice to the CONTRACTOR of its decision to terminate the Agreement for convenience.

If the TOWN elects to terminate for convenience, the TOWN may seek the services of the most advantageous opportunity to complete the services which are described herein.

Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination, subject only to the TOWN's determination, in its sole discretion of whether the default has been cured. Additionally, unless directed differently, the CONTRACTOR shall terminate outstanding orders related to the terminated work.

- 12.5 CONTRACTOR may be permanently debarred from responding to competitive solicitations for services to the TOWN for the following:
- a. Default or failure to fully comply with the conditions, specifications, drawings, or terms of the contract with the TOWN.
  - b. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor offeror's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the TOWN.
  - c. Placement of the CONTRACTOR or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of execution of the Agreement

### **13. INSPECTIONS AND TESTS**

The TOWN may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in this Agreement.

### **14. GUARANTEE and WARRANTIES**

The CONTRACTOR guarantees that it will use only technically qualified individuals in the performance of this Agreement, and will perform the services in a workmanlike manner. Further, CONTRACTOR certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. CONTRACTOR certifies that its insurance carrier, as reflected on any certificates of insurance submitted with its proposal, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

### **15. 'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute Section 287.087, CONTRACTOR shall execute the attached 'Drug Free Workplace Certification' form and submit same together with the executed Agreement prior to the commencement of work.

**16. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):  
(‘PUBLIC ENTITY CRIMES’)**

CONTRACTOR shall execute the attached ‘Public Entity Crimes’ form and submit same together with the executed Agreement prior to commencement of work.

**17. ANTI-KICKBACK AFFIDAVIT**

The CONTRACTOR shall execute the attached anti-kickback affidavit and submit same together with the executed Agreement prior to commencement of work.

**18.. ‘CERTIFICATION OF NONSEGREGATED FACILITIES’  
(Office of Federal Contract Compliance Programs (OFCCP), Executive Order  
11246, As Amended; Equal Employment Opportunity)**

The CONTRACTOR shall execute the attached ‘Certification of Non-Segregated Facilities’ form and submit same together with the executed Agreement prior to commencement of any work.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will 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. The CONTRACTOR shall comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.”

In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with authorized procedures.

**19. GOVERNING LAW/VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

**20. ATTORNEY 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.

**21. MODIFICATION**

The Agreement may not be modified other than by a writing signed by both TOWN and CONTRACTOR.

**23. ENTIRE AGREEMENT**

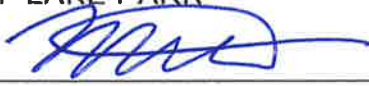
This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings oral or written, relating to said subject matter.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

By:   
Vivian Mendez, Town Clerk



By:   
Michael O'Rourke, Mayor

CONTRACTOR

By:   
Robert L. Qualls  
Finishers Repair and Consulting, LLC

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:   
Thomas J. Baird, Town Attorney

CONTRACTOR

By: 

Title: Owner

Robert L. Qualls

Printed Name