



20 N. Swinton Avenue
Delray Beach, FL 33444

Agenda Item #
July 27, 2017

10D

~ CRA BOARD SUMMARY ~

**CONSTRUCTION AGREEMENT WITH RANDOLPH CONSTRUCTION GROUP, INC.
700 & 708 WEST ATLANTIC AVENUE RENOVATIONS**

At its meeting on June 22, 2017, the Board awarded the bid (RFB – CRA 2017-05) for 700 & 708 W Atlantic Avenue Renovations to Randolph Construction Group, Inc., in the amount not to exceed \$71,849.50. The scope of the work includes the demolition of all existing interior improvements, reframing of the restrooms to make them ADA compliant, installation of new ceilings, clean and prep existing concrete flooring, and upgrading of all electrical, plumbing, and mechanical components to current codes. Funding for the project is available in FY 2016-2017 (GL #5120, Project Development/Implementation).

The agreement between Randolph Construction Group and the CRA has been reviewed by the CRA's Attorney and is attached for the Board's consideration. The agreement specifies that the entire project should take approximately 105 days to final completion. Additionally, the contractor has supplied the required documentation (signed agreement, license, W-9 form, and insurance certificate(s)).

Recommended Action:

Approve the Agreement between Randolph Construction Group, Inc. and the Delray Beach CRA for the 700 & 708 West Atlantic Avenue Renovations in the amount not to exceed \$71,849.50.

Submitted By: Kevin Matthews, Project Manager

Attachment(s): Independent Contractor's Agreement

all

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT, dated the ____ day of July, 2017, (the "Agreement") by and between the Delray Beach Community Redevelopment Agency, a public body, corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, with an address of 20 N Swinton Ave, Delray Beach, Florida 33444, hereinafter "CRA", and Randolph Construction Group, Inc., a Florida corporation, with a business address of 1191 N. Federal Highway, Suite #1, Delray Beach, FL 33483 hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CRA and CONTRACTOR agree as follows:

SECTION 1 PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The CRA elects to enter into an Agreement with CONTRACTOR in order for the CONTRACTOR to furnish all materials, tools, supplies, equipment, water, power, and labor to construct the improvements (the "Scope of Work") as more fully described in Exhibit "A" herein on property located at 700 & 708 W Atlantic Ave, Delray Beach, Florida 33444. (the "Property").

SECTION 2 SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment and labor to perform the Scope of Work as described in Exhibit "A"
- 2.2 CONTRACTOR will take preventive measures to prevent and control dust and debris from encroaching on adjacent properties and adjacent right-of-way;
- 2.3 The CONTRACTOR is required to perform all work in accordance with applicable federal, state, county, and city laws and regulations. In addition, the CONTRACTOR is required to perform all work in accordance with generally recognized and safe industry standards.
- 2.4 CONTRACTOR hereby represents to CRA, with full knowledge that CRA is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional licenses, training, expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

- 2.5 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional construction standards.
- 2.6 The CRA shall be responsible for the permit fees or cost associated with the issuance any permits necessary to complete the Scope of Services required pursuant to this Agreement.

SECTION 3 CONTRACT SUM

3.1 The CRA hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, and for work as directed by CRA the sum of Seventy One Thousand Eight Hundred Forty Nine 50/100 Dollars (\$71,849.50) (the "Contract Price"). The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CRA shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is executed by both parties. The CONTRACTOR's mobilization, reduction in productivity, utilization, removal of debris, associated tipping fees, and restoration of the Property are all included in the Contract Price. Any additional work to be performed by CONTRACTOR shall be agreed to by the parties and authorized pursuant to a written amendment to this Agreement executed by both parties.

3.2 For payment purposes, the CONTRACTOR will invoice the CRA for the work performed, once the work is completed, as determined by the CRA. CRA may withhold payment until a final determination is made that all work required to be performed pursuant to this Agreement is completed, and that the CRA receives all required documentation confirming that the Scope of Work performed pursuant to this Agreement has been performed.

SECTION 4 PROTECTION OF PROPERTY

4.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the Premises from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, etc., on account of the work being carried on pursuant to this Agreement.

4.2 The CONTRACTOR shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. Should it become necessary for CONTRACTOR to close any roads during any period, it shall coordinate such in advance with the CRA and the City of Delray Beach to avoid traffic disruption and interference with the delivery of fire and police services.

4.3 The CRA reserves the right to request a stop work order from the City, directed to the CONTRACTOR, for unsatisfactory performance of any obligations of this Agreement, at any time the CRA determines the CONTRACTOR is not meeting the expectations of this Agreement, or any breaches by CONTRACTOR of its obligation to protect property pursuant to this Agreement.

SECTION 5 CONTRACTOR'S INDEMNIFICATION

5.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CRA, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorney's fees, and paralegal expenses, at both the trial and appellate levels in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work pursuant to this Agreement, the CRA may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CRA as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

5.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

SECTION 6 INSURANCE

6.1 The CONTRACTOR shall provide and maintain in force at all times during the Agreement with the CRA such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance as will assure to the CRA the protection contained in the foregoing indemnification undertaken by the CONTRACTOR, including the following:

6.1.1 Workers' Compensation Statutory limits.

6.1.2 Commercial General Liability Insurance with limits of no less than

\$1,000,000.00, including CRA as an additional insured.

- 6.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

6.2 CONTRACTOR shall ensure that its insurance provides adequate coverage consistent with all of its obligations under of this Agreement.

6.3 A Certificate of Insurance acceptable to the CRA shall be provided listing the above coverage's and providing 30 days prior written notice to the CRA in the case of cancellation or change of insurer. Should CONTRACTOR permit any required coverage to lapse, CRA may, but is not required to, immediately terminate this Agreement. The CRA shall be named as an additional insured on all policies of insurance, with a waiver of subrogation on the Workers' Compensation/Employees Liability Policy.

CONTRACTOR is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Agreement may consider necessary, and any deficiency in the coverage's or policy limits of any subcontractors will be the sole responsibility of the CONTRACTOR. CONTRACTOR shall provide proof of coverage by its subcontractors upon CRA's request.

SECTION 7 WARRANTIES

CONTRACTOR warrants to the CRA for a period of one (1) year that all work performed pursuant to this Agreement shall be constructed in accordance with Scope of Work and this Agreement, and that all materials and equipment incorporated into any work covered by this Agreement shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the CRA. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted. The warranty shall remain in effect for one (1) year from the date of final acceptance by the CRA. The CRA shall give notice of observed defects with reasonable promptness. Defects in material, workmanship or equipment which are remedied as a result of obligations of the CONTRACTOR shall subject the remedied portion of the work to an extended warranty period of an additional one (1) year after the defect has been remedied.

SECTION 8 MISCELLANEOUS

8.1 Attorney's Fees: In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

8.2 Law Governing: This Agreement shall be governed by and construed in accordance with

the Laws of the State of Florida.

8.3 Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.

8.4 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

SECTION 9 TERM; TERMINATION; LIQUATED DAMAGES

9.1 CONTRACTOR agrees to obtain all required permits and any necessary approvals from any governmental agency for the Scope of Work no later than forty five (45) days following execution of the Agreement by the CRA, and complete the work required pursuant to this Agreement no later than sixty (60) days following the issuance of all required approvals and permits for the construction of the improvements. The time for completion may be extended for an additional period not to exceed thirty (30) days pursuant to written authorization executed by the CRA's Executive Director. Any additional extensions of the time for completion are subject to the execution of a written amendment to this Agreement, approved by the CRA Board. Extensions of time shall only be granted based upon circumstances that occur beyond the control of the CONTRACTOR, or for the convenience of the CRA.

9.2 It is expressly understood and agreed that the CRA may terminate this Agreement, in total or in part, without cause or penalty, at any time upon written notice delivered to CONTRACTOR. In that event, the CRA's sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONTRACTOR up to the time of termination. Upon such termination, the CRA may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

9.3 Liquidated Damages: Upon the failure of CONTRACTOR to complete the Work within the time specified, plus approved extensions, if any, the CONTRACTOR shall pay to CRA the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CRA as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Agreement on time. CRA shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CRA is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

SECTION 10 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For CRA: Jeff Costello, Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone Number: (561) 276-8640
Facsimile Number: (561) 276-8558

Copy to: David N. Tolces, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone Number: (561) 771-4500
Facsimile Number: (954) 771-4923

For CONTRACTOR: Dwayne Randolph, Presedent
Randolph Construction Group, Inc.
1191 N. Federal Highway, Ste. #1
Delray Beach, FL 33483
Telephone Number: (561) 276-2889
Facsimile Number: (561) 279-4885

SECTION 11. DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the CRA may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the parties. In such event, the Agreement or shall only be compensated for any services completed as of the date written notice of default is served.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

BY: _____
Reginald A. Cox, Chair

BY: _____
Jeff Costello, Executive Director

RANDOLPH CONSTRUCTION GROUP, INC.
a Florida corporation

ATTEST:

By: _____

SECRETARY

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and Secretary, respectively, of Randolph Construction Group, Inc., and acknowledged executed the foregoing Agreement as the proper official of Randolph Construction Group, Inc., for the use and purposes mentioned in it and affixed the official seal of Randolph Construction Group, Inc., and that the instrument is the act and deed of Randolph Construction Group, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2017.

My Commission Expires:

NOTARY PUBLIC

EXHIBIT "A"

SCOPE OF WORK

- The contractor (through a registered and qualified professional) shall provide all architectural drawings, with mechanical, electrical, and plumbing detailed, and submittals required by the Building Department to meet the applicable codes of jurisdiction.
- Demolish and remove from site all interior upgrades. Remove all interior framed walls, ceilings, cabinets, counter, floor finishes (tiles), kitchen equipment, plumbing fixtures, HVAC equipment and appurtenances, electrical fixtures and panels, gas lines, wall panels, bathroom windows, security bars, rear exterior doors, window treatments etc. *(As applicable)*
- Clean and prep existing concrete floor as necessary.
- Exterior door (at rear) - Supply and install new Hollow Metal Frame (HMF) 3'-0" X 7'-0" X 5 3/4", Hollow Metal Door (HMD) 3'-0" X 7'-0" X 1 3/4", complete with all required hardware (hinge, push bar, door trim, door closer, etc.).
- Bathroom door - Supply and install new 3'-0" X 6'-8" complete with all required hardware (privacy lockset, and door stop etc.).
- Reframe exterior door opening at the south side of the building (rear) to reduce opening to hang 3'-0" X 7'-0" X 5 3/4" Hollow Metal Frame. Patch paint wall as necessary. Close-up wall at bathroom windows (CMU and stucco). Patch paint wall as necessary. *(As applicable)*
- Repair/Patch interior stucco perimeter walls as necessary. Install new framed walls for ADA Compliant bathroom.
- Patch/Clean all surfaces as necessary. Apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of acrylic semi-gloss paint on walls.
- Install new acoustical ceiling grid (2'-0" X 2'-0") and tiles.
- Supply and install new panel, connect to existing conductors and meter, connect new condensing unit and air handler unit, connect new exhaust fan, connect tank less water heater, supply and install eight (8)- 2'-0" X 2'-0" grid lights, one bathroom ceiling surface mounted light, six (6) duplex receptacles, one (1) GFI receptacle in bathroom, one (1) light switch in bathroom, two (2) 3-way switches for general lighting, all other incidental and electrical requirements.
- Provide ADA compliant bathroom. Supply and install one (1) commercial toilet per unit, one (1) wall hung lavatory per unit, insulate plumbing under sinks, install required grab bars, install one (1) bathroom mirror above lavatory, install one (1) tank less water heater per unit, toilet paper dispenser, soap dispenser, paper towel dispenser, trash receptacle.
- Supply and install new 2.5 ton split system, new concrete pad and A/C security cage, air handler stand, new duct system, new copper refrigerant lines and condensate drains. Install new bathroom exhaust fans/duct.
- Patch/Repair roof disturbed by the work. *(As applicable)*.
- All other incidental and miscellaneous work that may be required pursuant to the intent of the proposed renovations.
- All work must be performed in accordance with all applicable federal, state, county, and city laws and regulations.