

CONSTRUCTION SERVICES AGREEMENT FOR
INVITATION TO BID CRA NO. 2025 - 03

THIS AGREEMENT is dated as of the _____ day of _____, 2026, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **WAYPOINT CONTRACTING, INC.**, a Florida Profit Corporation, (hereinafter called "CONTRACTOR").

CRA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

**EXTERIOR AND INTERIOR REPAIRS TO THE CRA-OWNED BUILDING LOCATED
AT 313 NE 3RD STREET- ARTS WAREHOUSE
ITB CRA No. 2025-03**

Article 2. ENTIRE AGREEMENT.

This Construction Contract, shall include and incorporate the terms, conditions and specifications set forth in the CRA's Invitation to Bid CRA No. 2025-03 that do not directly conflict with this Construction Contract, along with the Contract Documents consisting of this Agreement, Documents contained in ITB 2025-03, General and Supplementary Conditions, and modifications issued after execution of this Agreement embodies the entire agreement between CRA and CONTRACTOR and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Article 3. CONTRACT SUM.

The CRA shall pay, and the CONTRACTOR shall accept, as full and complete payment for the Contractor's timely performance of its obligations, labor, materials, equipment, or any costs associated with Contractor's full performance of this Construction Contract hereunder, the fixed price of **Five Hundred Ninety-Three Thousand Seven Hundred Dollars and 00/100 Cents (\$593,700.00)**, which shall be fixed and firm during the performance of this Agreement, including the costs of labor, materials, equipment, and any costs associated with CONTRACTOR'S full performance regardless of any and all price increases, except for any change orders or variations which must meet the prior approval and authorization of the CRA.

Article 4. CONTRACT TIME; LIQUIDATED DAMAGES.

- 4.1 The work shall be substantially completed by the CONTRACTOR within six (6) months from the date of the issuance of the Notice to Proceed, and completed, permit closed out, punch list completed, and ready for final payment within 30 calendar days from the date of Substantial Completion.

- 4.2 Liquidated Damages. The CRA and CONTRACTOR recognize that time is of the essence of this Agreement and that the CRA will suffer financial loss if the Work is not completed within the times specified in paragraph 4.1 above, plus any extensions thereof.

They also recognize that the actual loss suffered by the CRA if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring any such proof, the CRA and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 4.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CRA, CONTRACTOR shall pay CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.1 for completion and readiness for final payment. CONTRACTOR expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the CRA, estimated at the time of executing the Contract. If the CRA reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CRA to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 5. Payment Procedure.

The CRA will allow progress payments for the work to be performed under this Contract. Such progress payments shall be only for work that has been completed and verified by the CRA. Prior to any CRA payment to the CONTRACTOR, the CONTRACTOR will provide a release of lien to the CRA, or proof of payment from any subcontractor or supplier utilized during the agreement.

The CONTRACTOR shall submit an invoice to the CRA for progress payments for work that has been completed and has been inspected and accepted by the CRA. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the CRA in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the CONTRACTOR's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

A retainage of five percent (5%) will be deducted from progress payments until the project is complete.

After the CRA has indicated that the work is acceptable, CONTRACTOR may make application for final payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CRA to the CONTRACTOR when the work has been completed in accordance with the Contract Documents, this Agreement fully performed, and a final certificate for payment has been approved by the CRA. The acceptance of final payment by CONTRACTOR shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the CRA to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying any item that may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 3 of the Invitation to Bid.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given CRA written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CRA is acceptable to CONTRACTOR.

Article 7. NO DAMAGES FOR DELAY.

- 7.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 7.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 7.3 CONTRACTOR agrees to commence the Work when directed by the CRA and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the CRA shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.
- 7.4 CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the CRA, such act, hindrance or delay may only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy.
 - 7.4.1 And extension of time to complete the Work shall be determined by the CRA provided the CONTRACTOR provides the CRA with notice in writing of the cause of said act, hindrance, or delay within twenty (20) days after its occurrence.

- 7.4.2 In the event the request for extension is not made in writing within that twenty (20) day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.
- 7.4.3 All extensions of time shall be authorized only by a written change order executed by the CRA and CONTRACTOR; in the absence of a written and fully executed change order, CONTRACTOR shall not be entitled to any claim for additional time.
- 7.4.4 This “no damage for delay” provision shall encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.
- 7.4.5 Damages as referenced in this “no damage for delay” provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 7.4.6 The CONTRACTOR recognizes and specifically acknowledges the terms and conditions of this “no damage for delay” clause upon execution of this Contract.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the CRA and CONTRACTOR concerning the Work consist of the following:

- A. Advertisement for Bids.
- B. Instructions to Bidders.
- C. Bid Proposal Form.
- D. CONTRACTOR’s Bid
- E. Bid Bond.
- F. This Agreement, and any amendments.
- G. Exhibits to this Agreement.
- H. Performance Bond.
- I. Payment Bond.
- J. Public Construction Bond
- K. Certificates of Insurance.
- L. Notice to Proceed.
- M. Change Orders
- N. Certificate of Substantial Completion.
- O. Final Receipt.
- P. Addenda
- Q. Documentation submitted by CONTRACTOR prior to Notice of Tentative Award.

Article 9. INDEMNITY.

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director’s option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its

employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Article 10. MISCELLANEOUS.

- 10.1. Terms used in this Agreement which are defined in the General Conditions of ITB 2025-03 will have the meaning indicated in the General Conditions.
- 10.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3. The CRA and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.4. Attorney's Fees and Costs. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred at both the trial and appellate levels.
- 10.5. Notices. Any and all notices, designations, consents, offers, acceptances or offers, communication provided for herein shall be given in writing and delivered in person or registered or certified mail, return receipt requested, or by facsimile directed to the address shown below, unless notice of change of address is furnished:

If to Contractor:

Jorge Lopez, President
Waypoint Contracting, Inc.
7925 NW 12 Street, 321
Miami, FL 33126

For CRA:

Renée A. Jadusingh, Esq., Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558

Copy to:

Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200

Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

- 10.6 Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this agreement/contract if Contractor:
- A. Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
 - B. Has been placed on the Scrutinized Companies that Boycott Israel List;
 - C. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
or
 - D. Has been engaged in business operations in Cuba or Syria.
- 10.7 Patriot Act Requirements. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the agreement/contract. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this agreement/contract.
- 10.8. Public Records. Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the CRA to perform the service.
 - B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CRA.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT**

CASSIDY HEITMAN
561-276-8640
HEITMANC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444

- 10.9. Venue and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in state court located in Palm Beach County, Florida.
- 10.10. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as a waiver of any other breach of any provision of this Agreement by any party.
- 10.11. Complete Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or oral. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or amended in any manner other than by an instrument in writing, signed by the party against which the enforcement of the change, waiver, discharge or amendment is sought. The CRA's Executive Director may further approve and amend this Construction Contract by executing a written agreement signed by both parties
- 10.12. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.
- 10.13. Binding Effect/Agreement. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives and successors.
- 10.14. Headings. The headings of the sections are for convenience only and shall not control or affect the meaning or construction limit the scope or intent of any of the provisions of this Agreement.
- 10.15. Survival. Any termination or expiration of this Agreement shall not, however, affect the ongoing provisions of this Agreement which shall survive such termination or expiration in accordance with their terms.
- 10.16. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.17. Assignment. This Agreement may not be assigned by either party.
- 10.18. Effective Date. The Effective Date of this Agreement shall be the last date a party to this Agreement executes same.

- 10.19. Subcontracts. No more than 80% of dollar value of the total contract work may be accomplished by subcontractors. Balance of work must be accomplished by selected CONTRACTOR'S own forces.
- 10.20. Nondiscrimination. CONTRACTOR represents and warrants to the CRA that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
- 10.21. Independent Contractor. CONTRACTOR has been procured and is being engaged to provide services to the CRA as an independent contractor, and not as an agent or employee of the CRA. Accordingly, CONTRACTOR shall not attain, nor be entitled to, any rights or benefits of the CRA, nor any rights generally afforded classified or unclassified employees. CONTRACTOR further understands that Florida Workers' Compensation benefits available to employees of the CRA are not available to CONTRACTOR, and agrees to provide workers' compensation insurance for any employee or agent of CONTRACTOR rendering services to the CRA under this Agreement.
- 10.22. Conflict. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.
- 10.23. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the CRA and CONTRACTOR have caused this Agreement to be executed the day and year shown below.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
Angela D. Burns, Chair

ATTEST:

By: _____
Renee A. Jadusingh, Esq., Executive Director

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

CRA Legal Advisor

CONTRACTOR: WAYPOINT CONTRACTING,
INC., a Florida Profit Corporation

By: _____
Jorge Lopez, President

Date: _____

ATTEST:

BY: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of WAYPOINT CONTRACTING, INC., a Florida Profit Corporation, authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of WAYPOINT CONTRACTING, INC., for the use and purposes mentioned in it and affixed the official seal of the company, and that the instrument is the act and deed of that company. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2026.

SEAL

NOTARY PUBLIC
My Commission Expires: