

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 10, 2024

Presenter's Name and Title: Alexander Hardemon, Special Project Administrator; Kirk Hobson-Garcia, P.E., Deputy Director of Public Works, and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments

Prepared By: Alexander Hardemon, Special Project Administrator; and Kirk Hobson-Garcia, P.E., Deputy Director of Public Works

Temp. Reso. Number: 8152

Item Description: Temp. Reso. #R8152, APPROVING THE AWARD OF INVITATION FOR BIDS ("IFB") NO. 24-011 ENTITLED "RE-PAINTING OF MIRAMAR CITY HALL, MIRAMAR CULTURAL ARTS/ARTSPARK, AND DEVELOPMENT BUILDINGS" TO J & J, INC., D/B/A EAGLE PAINTING, THE LOWEST RESPONSIVE RESPONSIBLE BIDDER, IN THE AMOUNT OF \$131,800, ALONG WITH A BID ALTERNATE FOR MIRAMAR POLICE HEADQUARTERS IN THE AMOUNT OF \$31,360, AND ALLOCATING A CONTINGENCY ALLOWANCE IN THE AMOUNT OF \$15,000 FOR A TOTAL PROJECT COST OF \$178,160; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH J & J, INC., D/B/A EAGLE PAINTING. *(Alexander Hardemon, Special Project Administrator; Kirk Hobson-Garcia, P.E., Deputy Director of Public Works; and Alicia Ayum, Director of Procurement)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Public Works request execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funds totaling \$178,160 will be expended from CIP Account No. 391-50-800-539-000-606510-53029 entitled "CIP-Construction".

Content:


- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8152**
 - **Exhibit A: Proposed Agreement with J & J, Inc. dba Eagle Painting**

- **Exhibit 1 to Exhibit “A” - J & J, Inc. dba Eagle Painting Bid Proposal**
- **Exhibit B: 24-011 Bid Tab**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Anthony Collins, Director of Public Works

DATE: July 3, 2024

RE: Temp. Reso. No. 8152, approving the award of IFB No. 24-011 entitled "Re-Painting of Miramar City Hall, Miramar Cultural Arts/Arts Park, and Development Buildings"

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8152, approving the award of Invitation for Bids ("IFB") No. 24-011 entitled "Re-Painting of Miramar City Hall, Miramar Cultural Arts/Arts Park, and Development Buildings" to J & J, Inc., d/b/a Eagle Painting, the lowest responsive responsible bidder, in the amount of \$131,800, along with a bid alternate for Miramar Police Headquarters in the amount of \$31,360, and allocating a contingency allowance in the amount of \$15,000 for a total project cost of \$178,160; authorizing the City Manager to execute an appropriate agreement with J & J, Inc., d/b/a Eagle Painting.

ISSUE: City Commission approval is required to award a bid and execute a contract per the Procurement Code. City Commission approval is required for purchases exceeding the \$75,000 limit, per vendor limit, per Section 2-412(a)(1) of the City Code.

BACKGROUND: The Public Works Department Building Maintenance program is responsible for the maintenance and repair of City facilities. These functions protect the health, safety, and well-being of City employees, residents, and guests who occupy our facilities.

The City Commission approved funding in the FY2023 Capital Improvement Program ("CIP") project entitled Town Center Complex Enhancements totaling \$500,000. This project includes several components, one of which includes, the re-painting of the Town Center facilities. To date, the Town Center walking trail, Alison Sky fountain, and Cultural Arts Gallery floor replacement projects have been completed.

On March 7, 2024, the City's Procurement Department advertised IFB No. 24-011 entitled "Re-painting of Miramar City Hall, Miramar Cultural Arts/ArtsPark and Development Buildings" in a newspaper of general circulation and on Demand Star. The City conducted a pre-bid meeting on March 13, 2024. On April 15, 2024, the bid opening date, 16 bid responses were received by the City, as detailed in Exhibit "B." The bids were tabulated and reviewed by the Procurement Department, in accordance with the requirements and qualifications specified in the bid document. Subsequently, four (4) of the bid responses were deemed non-responsive by the Procurement Department. The Procurement Department found J & J, Inc., d/b/a Eagle Painting to be the lowest responsive responsible bidder with a bid price of \$131,800. The award also includes an alternate bid price for repainting Miramar Police Headquarters in the amount of \$31,360.

DISCUSSION: The scope of work for the project includes, but is not limited to, providing all labor, materials, machinery, tools, and equipment, as necessary, for repairing all building exterior cracks, re-painting of Miramar City Hall, Miramar Cultural Arts/ArtsPark, Development Services, and Police Headquarters buildings. Work shall be performed during regular working hours, that is, Monday through Friday, and will not impede activities and/or events at the Town Center, Cultural Arts Facility, and Police Headquarters.

ANALYSIS: Funds totaling \$178,160 will be expended from Account No. 391-50-800-539-000-606510-53029 entitled "CIP-Construction".

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5/8/24
6/26/24

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO.: 24-011 ENTITLED "RE-PAINTING OF MIRAMAR CITY HALL, MIRAMAR CULTURAL ARTS/ARTSPARK, AND DEVELOPMENT BUILDINGS" TO J & J, INC., D/B/A EAGLE PAINTING THE LOWEST RESPONSIVE RESPONSIBLE BIDDER, IN THE AMOUNT OF \$131,800, ALONG WITH A BID ALTERNATE FOR MIRAMAR POLICE HEADQUARTERS IN THE AMOUNT OF \$31,360, AND ALLOCATING A CONTINGENCY ALLOWANCE IN THE AMOUNT OF \$15,000 FOR A TOTAL PROJECT COST OF \$178,160; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH J & J, INC., D/B/A EAGLE PAINTING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department Building Maintenance Program is responsible for the maintenance and repair of City facilities; and

WHEREAS, these functions protect the health, safety, and well-being of City employees, residents, and guests who occupy our facilities; and

WHEREAS, the City Commission approved and appropriated funds for Capital Improvement Program Project No. 53029 entitled, "Town Center Complex Enhancements;" and

Reso. No. _____

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WHEREAS, on March 7, 2024, the City’s Procurement Department advertised Invitation for Bids (“IFB”) No. 24-011 entitled “Re-Painting of Miramar City Hall, Miramar Cultural Arts/ArtsPark, and Development Buildings” in a newspaper of general circulation and on Demand Star; and

WHEREAS, on April 15, 2023, the date of the scheduled bid opening, 16 bids were received by the City; and

WHEREAS, during the review and evaluation process and following the requirements and minimum qualifications specified in the bid document, the Procurement Department found J & J, Inc., d/b/a Eagle Painting to be the lowest responsive responsible bidder; and

WHEREAS, An award to J & J, Inc., dba Eagle Painting, is recommended with a bid price of \$131,800 along with a bid alternate for repainting Miramar Police Headquarters in the amount of \$31,360 as detailed on the Bid Tabulation, attached hereto as Exhibit “B” to perform the project; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor over \$75,000 must be approved by the City Commission; and

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6/12/24

WHEREAS, The City Manager recommends approval of the award of IFB No. 24-011 entitled “Re-Painting of Miramar City Hall, Miramar Cultural Arts/ArtsPark, and Development Buildings” to J & J, Inc., dba Eagle Painting, the lowest responsive responsible bidder, for re-painting the Miramar City Hall, Miramar Cultural Arts/ArtsPark, and Developmental Buildings in the amount of \$131,800, along with a bid alternate for repainting Miramar Police Headquarters in the amount of \$31,360 and allocating a contingency allowance in the amount of \$15,000 for a total project cost of \$178,160, and seeks authorization to execute an agreement in the form attached hereto as Exhibit “A”; and

WHEREAS, The City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award IFB No. 24-011 entitled “Re-Painting of Miramar City Hall, Miramar Cultural Arts/ArtsPark, and Development Buildings” to J & J, Inc., dba Eagle Painting in the amount of \$131,800, along with a bid alternate for repainting Miramar Police Headquarters in the amount of \$31,360 and allocating a contingency allowance in the amount \$15,000 for a total project cost of \$178,160, and to authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit “A” attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission awards Invitation for Bid No. 24-011 entitled “Re-Painting of Miramar City Hall, Miramar Cultural Arts/ArtsPark, and Development Buildings” to J & J, Inc., dba Eagle Painting.

Section 3: That the City Manager is authorized to execute an agreement with J & J, Inc., dba Eagle Painting in the amount of \$131,800 along with a bid alternate for repainting Miramar Police Headquarters in the amount of \$31,360 and allocating a contingency allowance in the amount of \$15,000 for a total project cost of \$178,160 in the form attached hereto as Exhibit “A”, together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That appropriate City staff is authorized to do all things necessary to carry out the aims of this Resolution.

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Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

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AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA

AND

J & J Inc. dba Eagle Painting

FOR

RE-PAINTING OF MIRAMAR CITY HALL, MIRAMAR CULTURAL ARTS/ ARTSPARK, AND DEVELOPMENTAL BUILDINGS

IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and **J & J Inc. dba Eagle Painting** (the "Contractor"), a Florida corporation whose address is **10062 NW 50th Street, Sunrise, Florida 33351**

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 24-011 (the "IFB"), entitled: "**RE-PAINTING OF MIRAMAR CITY HALL, MIRAMAR CULTURAL ARTS/ ARTSPARK, AND DEVELOPMENTAL BUILDINGS**" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein. **NOW THEREFORE**, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2
WORK

The work shall include all labor, materials, and equipment necessary for the proper execution and completion of the work detailed in the IFB, along with all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "1"**

ARTICLE 3
CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 90 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 120 Calendar Days after the commencement date given in the Notice to Proceed. Ten weather Days or rain Days are included within the overall Contract time of 150 calendar Days. Contractor's Project schedule shall provide for 10 inclement weather delay Days during the interval from the Notice to Proceed until Substantial Completion.

ARTICLE 4
CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

4.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the city and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work
- B. Is experienced in all aspects of the Work required for projects like the Project
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5
TERM

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6
LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$750 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7
CONTRACT PRICE

City shall pay Contractor One Hundred Thirty-One Thousand Eight Hundred Dollars (\$131,800.00) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

ARTICLE 8
PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice and shall be paid by the City no later than the 30th, day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 9
INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against

and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents.
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer.
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents.
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees, or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees, or agents.
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

9.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 10 TERMINATION

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents.
- C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions.
- D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents.
- E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F. Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11

DEFAULT

11.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule attached.
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services.
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver.
- e. Contractor has failed to obtain the approval of City where required by this Agreement.
- f. Contractor has failed in the honoring of any warranties; or
- g. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

11.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount expended by City, including procurement and administrative costs.

11.4 City may take advantage of each remedy specifically existing at law or in equity. Each remedy shall be in addition to every other remedy specifically given or otherwise existing and may be

exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 12 **DELIVERY OF MATERIALS**

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13 **CONTRACT DOCUMENTS**

13.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement:
- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

13.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 14
ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 15
APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall be always exercised for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 16
AUDIT AND INSPECTION RIGHTS

16.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

16.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

16.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 17
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 18
PUBLIC RECORDS

18.1 The Contractor shall comply with The Florida Public Records Act as follows:

- 18.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 18.1.2** Upon request by the City's records custodian, provide the City with a copy of 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- 18.1.3** 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 this Agreement and following completion of this Agreement until the records are transferred to the City.
- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and/or all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 18.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 18.1.6** **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**
- 18.1.7** Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 19
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes, and ordinance as they may be amended from time to time.

19.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any

particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

19.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 20 **CERTIFICATE OF COMPETENCY**

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 21 **INSURANCE**

21.1 Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

21.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 22 **INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the city. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 23 **REAFFIRMATION OF REPRESENTATIONS**

Contractor reaffirms all the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 24 **NONDISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, be excluded from participation in, be denied any Services,

or be subject to discrimination under any provision of the General Conditions.

ARTICLE 25
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 26
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 27
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. No waiver shall be effective unless made in writing.

ARTICLE 28
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 29
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Mr. Jack Field
President
J & J Inc. dba Eagle Painting
10062 NW 50th Street
Sunrise, Florida 33351
Telephone: (954)746-7300
Email : info@eaglepaintingfla.com

TO CITY OF MIRAMAR:

ATTN: Dr. Roy L Virgin,
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3080
Fax : (954)602-3672
Email : rvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790
Email: miramarcityattorney@apnwplaw.com

ARTICLE 30
CITY'S OWN FORCES

30.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

30.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 31
LIMITATION OF LIABILITY

31.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein,

less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

31.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

31.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 32 THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 33 WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 34 HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35 SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Contractor each bind itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 36 SCRUTINIZED COMPANIES

36.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

36.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 37 CONFLICT-OF-INTEREST

37.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of

this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

37.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 38
VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 39
SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 40
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

ARTICLE 41
OWNERSHIP OF DOCUMENTS

41.1 All original construction Drawings and Specifications produced by Contractor under this Agreement shall remain the property, and shall remain in the custody and possession, of Contractor, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City,

along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Contractors) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Contractor's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing, or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody, and control of Contractor. Contractor's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Contractor's Work, and agrees to sign all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor shall retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

41.2 When the City requests that the Contractor provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Contractor will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the city only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind

and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

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ARTICLE 42
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

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

CITY OF MIRAMAR:

CONTRACTOR: *J+J Inc. d/b/a Eagle Painting*

By: _____

By: *[Signature]*

City Manager
Dr. Roy L. Virgin

This ____ day of _____, 2024

Date: *5/9/24*

ATTEST:

Denise A. Gibbs, City Clerk

Date

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

Date

CITY OF MIRAMAR
RE-PAINTING AT MIRAMAR CITY HALL, MIRAMAR CULTURAL
ARTS/ ARTSPARK CENTER, AND DEVELOPMENTAL BUILDING

INVITATION FOR BIDS NO. 24-011

REVISED BID FORM SUMMARY (Page 1 of 3) March 27, 2024

Cost for all work, material, labor, and equipment necessary to complete pressure washing, repairs, and painting at buildings at the Miramar City Hall, Miramar Cultural Arts/ArtsPark Center, Development Building, and Police Headquarters as an alternate.

Location	Qty.	Unit	Unit Price	Cost
Work Description				
City Hall				
Pressure Washing Exterior Building	1	LS	2200.00	2200.00
Pressure Washing Roof	1	LS	2100.00	2100.00
Minor Crack Repairs (Allowance)	200	LF	1200.00	1200.00
Minor Stucco Repairs (Allowance)	300	SF	2000.00	2000.00
Minor Caulking Repairs (Allowance)	600	LF	1000.00	1000.00
Minor Fascia Board Repairs (Allowance)	50	LF	500.00	500.00
Minor Expansion Joints Repairs	300	LF	600.00	600.00
Exterior Painting	1	LS	30,000.00	30,000.00
Decorative Light Pole Painting (Along sidewalk - Red Rd to Roundabout)	14	EA	100.00	1400.00
Decorative Light Pole Painting (Sidewalk Roundabout to Miramar Blvd)	15	EA	100.00	1500.00
Decorative Light Pole Painting (MTC Courtyard)	15	EA	100.00	1500.00
Decorative Wall Sconce Lights Painting	61	EA	40.00	2440.00

Location	Qty.	Unit	Unit Price	Cost
Work Description				
Equipment rental	1	LS	3000.00	3000.00
Sub-Total City Hall				\$ 49,440.00
Miramar Cultural Center				
Pressure Washing Exterior Building	1	LS	4100.00	4100.00
Pressure Washing Roof	1	LS	2400.00	2400.00
Minor Crack Repairs (Allowance)	200	LF	1200.00	1200.00
Minor Stucco Repairs (Allowance)	300	SF	2000.00	2000.00
Minor Caulking Repairs (Allowance)	600	LF	1000.00	1000.00
Minor Fascia Board Repairs (Allowance)	50	LF	500.00	500.00
Minor Expansion Joints Repairs	300	LF	600.00	600.00
Exterior Painting	1	LS	35,000.00	35,000.00
Decorative Light Pole Painting (MTC Courtyard)	16	EA	100.00	1600.00
Decorative Wall Sconce Lights Painting	16	EA	40.00	640.00
Equipment rental	1	LS	3000.00	3000.00
Sub-Total Miramar Cultural Center				\$ 52,040.00
Development Building				
Pressure Washing Exterior Building	1	LS	2100.00	2100.00
Pressure Washing Roof	1	LS	2400.00	2400.00
Minor Crack Repairs (Allowance)	200	LF	1200.00	1200.00
Minor Stucco Repairs (Allowance)	300	SF	2000.00	2000.00
Minor Caulking Repairs (Allowance)	600	LF	1000.00	1000.00

Location	Qty.	Unit	Unit Price	Cost
Work Description				
Minor Fascia Board Repairs (Allowance)	50	LF	500.00	500.00
Minor Expansion Joints Repairs	300	LF	600.00	600.00
Exterior Painting	1	LS	16,000.00	16,000.00
Decorative Wall Sconce Lights Painting	38	EA	40.00	1520.00
Equipment rental	1	LS	3000.00	3000.00
Sub-Total Development Building				\$30,320.00
TOTAL BID AMOUNT: Excluding Contingency				\$131,800.00
Contingency (Controlled by the City)				\$25,000.00
ALTERNATE				
Miramar Police Headquarters				
Pressure Washing Exterior Building	1	LS	2200.00	2200.00
Pressure Washing Roof	1	LS	2000.00	2000.00
Minor Crack Repairs (Allowance)	200	LF	1200.00	1200.00
Minor Stucco Repairs (Allowance)	300	SF	2000.00	2000.00
Minor Caulking Repairs (Allowance)	600	LF	1000.00	1000.00
Minor Fascia Board Repairs (Allowance)	50	LF	500.00	500.00
Minor Expansion Joints Repairs	300	LF	600.00	600.00
Exterior Painting	1	LS	16000.00	16,000.00
Decorative Light Pole Painting (Sidewalks)	13	EA	100.00	1300.00
Decorative Wall Sconce Lights Painting	9	EA	40.00	540.00

Location	Qty.	Unit	Unit Price	Cost
Work Description				
Decorative Wall Chandelier Lights Painting	17	EA	60.00	1020.00
Equipment rental	1	LS	3000.00	3000.00
TOTAL ALTERNATE BID AMOUNT				\$ 31,360.00

LUMP SUM PRICE: 163,160.00 (including alternate, excluding contingencies)
 One hundred sixty three thousand One hundred sixty and 00/100
 (Write Amount in Words)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

THE CITY RESERVES THE RIGHT TO APPLY (INDIVIDUALLY) OR COMBINE (IN ANY ORDER) THE PROPOSED GROUPS, OR LINE ITEMS TO THE PRIMARY PROJECT BID FORM AS DEEMED NECESSARY TO ASSURE THE CITY'S BEST INTEREST.

FIRM'S NAME: J+J Inc. db/a Eagle Painters

CONTACT NAME: Janet Field

STREET ADDRESS: 10062 NW 50 St.

CITY, STATE, ZIP CODE: Sunrise, FL 33351

TELEPHONE NUMBER: 954-746-7300 EMAIL: janet@eaglepaintingfla.com

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids in order for the Bid to be deemed complete, responsive and accepted by the City.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

Project/Development Name: IFB No. 24-011

**RE-PAINTING AT MIRAMAR CITY HALL, MIRAMAR
CULTURAL ARTS/ ARTSPARK, AND DEVELOPMENTAL
BUILDING**

Contractor Company Name: J+J Inc. d/b/a Eagle Painting

Contractor Acknowledgement Jack Freid
Print Name/Title


Signature

Date: 4/11/24

**END OF
DOCUMENT**



RE-PAINTING OF MIRAMAR CITY HALL, MIRAMAR CULTURAL ARTS/ ARTSPARK, AND DEVELOPMENTAL BUILDINGS

IFB No. 24-011

BID OPENING/TABULATION: April 15, 2024, at 2:00 P.M.

FINAL

	COMPANY NAME	BASE BID AMOUNT	PREFERENCE CBE/SBE/LOCAL	Miramar Police Head Alternate	COMPETITIVE BID (AFTER APPLICATION OF PREFERENCE)
1.	J & J, Inc. dba Eagle Painting *	\$131,800.00	N/A	\$31,360.00	\$131,800.00
2.	Five 12 Painting & Remodeling	\$168,300.00	N/A	\$39,000.00	\$168,300.00
3.	Roof Painting by Hartzell	\$169,327.00	N/A	\$87,608.00	\$169,327.00
4.	Quick Painting Group Corp.	\$179,800.00	N/A	\$58,600.00	\$179,800.00
5.	Green Alliance, Inc.	\$211,770.00	N/A	\$99,450.00	\$211,770.00
6.	J & H Painting Services, Inc.	\$213,019.00	N/A	\$79,200.00	\$213,019.00
7.	Champs Pro Services	\$229,416.00	SBE	\$70,262.00	\$217,945.20
8.	Mario's Painting Services, Inc.	\$225,458.00	N/A	\$91,121.00	\$225,458.00
9.	All Counties Painting dba People's Choice Pressure Cleaning & Painting	\$239,600.00	N/A	\$94,400.00	\$239,600.00
10.	Thousand and One Painting Corp.	\$334,993.00	SBE	\$115,698.00	\$318,243.35
11.	Painters on Demand	\$474,479.78	N/A	\$143,178.59	\$474,479.78
12.	Supreme Roofing & Construction	\$1,075,870.00	N/A	\$171,490.00	\$1,075,870.00
13.	Alberta Painting, LLC	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE
14.	One Source Restoration & Building Services, Inc.	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE
15.	Hassan Contract Consulting	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE
16.	Aeromech Engineering Solutions, LLC	NON-RESPONSIVE		NON-RESPONSIVE	NON-RESPONSIVE

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.
- Proposers with SBE/CBE Certification (5%) and Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.
- **A CBE or SBE firm:** a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Sally Phanor

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Opened by: