

CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, 20___, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and Ironmongery Auto Paint and Collision LLC (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: BID 2024-015 and all Terms and Conditions set forth within, CONTRACTOR response to BID 2024-015 and all required forms and attachments including but not limited to Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Reference Sheet, Non-Collusive Affidavit, Drug-Free Workplace Form, Scrutinized Companies Certification, E-Verify Form, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

AUTOMOTIVE PAINT AND BODY WORK SERVICES FOR THE CITY OF MARGATE DEPARTMENT OF PUBLIC WORKS

BID NO. 2024-015

ARTICLE 3

CONTRACT TIME

The work to be performed under this Contract shall be based upon an agreed upon schedule of work to be completed on a frequency specified within the BID document and/or a frequency stipulated as needed by the user department. The initial term of the contract shall be for a period of three (3) years and shall have the option to renew for two (2) additional one year extensions, providing all terms and conditions remain the same. Services shall commence no later than fourteen (14) days from the date this Contract is executed by both parties.

ARTICLE 4

CONTRACT SUM

1. The CITY shall issue "as-needed" Purchase Orders to CONTRACTOR based on the following contracted pricing schedule. There will be no firm yearly contract sum.

Description	Cost
Paint Labor per hour	\$40.00
Frame Labor per hour	\$90.00
Body Work and Replacement Parts Repair Labor per hour	\$40.00
Mechanical Labor per hour	\$85.00
Paint Materials per hour	\$30.00
Parts (Contractor's cost plus markup)	10%
<u>Paint/Body work:</u> Contractor will deliver vehicle to the City within <u>5</u> calendar days of pick-up from The City of Margate Public Works, Garage Division, 102 Rock Island Road, Margate, FL 33063	
*The City reserves the right to make multiple awards as it sees fit.	

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 30 calendar days after its approval.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - d. Damage to the CITY or to another contractor not remedied.
 - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
 - f. Reasonable evidence that the work will not be completed within the Contract Time.
 - g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

SPECIAL CONDITIONS

1. CONTRACTOR shall comply with the requirements of the BID specifications as set forth in the BID packet and all accompanying backup.
2. The CITY reserves the right to cancel the contract without cause upon thirty (30) days written notice; or sooner with cause. Nonperformance or unsatisfactory performance shall be considered grounds for immediate cancellation.
3. Terms used in this Agreement, which are defined in the BID package, shall have the meanings designated to those conditions.
4. This is a non-exclusive contract. The CITY may, in its sole discretion, utilize other parties to provide any of the services listed in the BID, or any aspect of the services if the CITY deems it to be in the best interest of the CITY.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
6. **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

7. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
- a. Keep and maintain public records required by the City of Margate to perform the service.
 - b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
 - d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
 - e. **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:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

8. **SCRUTINIZED COMPANIES:** In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
- 8.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - .1 One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - .2 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or

.3 Is engaged in business operations in Cuba and Syria.

8.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

8.3 The City reserves the right to terminate this contract if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

9. E-VERIFY

9.1 Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

9.2 Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- .1 All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- .2 All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- .3 By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

10. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys’ fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. The limitation for such indemnification shall be \$1,000,000 per occurrence, or 100% of the Contractor’s total Bid price, whichever is higher. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statute.

11. **NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

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

CITY OF MARGATE

Tommy Ruzzano, Mayor

Cale Curtis, City Manager

___ day of _____, 20__

___ day of _____, 20__

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, City Attorney

___ day of _____, 20__

___ day of _____, 20__

FOR CONTRACTOR

FOR CORPORATION:



President (signature)

Sheily Torres Torres

(Print Name)

16 day of October, 2024

Secretary (signature)

(Print Name)

(CORPORATE SEAL)

____ day of _____, 20____

AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE AUTOMOTIVE PAINT AND BODY WORK SERVICES FOR THE CITY OF MARGATE DEPARTMENT OF PUUBLIC WORKS - BID 2024-015