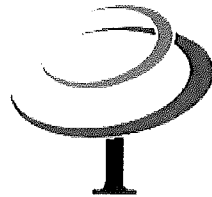


CITY OF PLANTATION



Plantation
the grass is greener[®]

AGREEMENT

Between

THE CITY OF PLANTATION

AND

SOUTH FLORIDA UTILITIES INC.

For

*ACCESS STRUCTURE & WETWELL REHABILITATION-
TERM CONTRACT*

ITB NO. 013-20

BID FORM

C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over CITY.

D. BIDDER shall complete the Work for the following price. It is the CITY'S intent to award a contract to the lowest, responsive, responsible Bidder.

Item	Description	Unit	Qty	Unit Cost	Total
1	Rehabilitation with Epoxy – 60 mils	Sq. Ft.	1,000	\$ 20.00	\$ 20,000.00
2	Rehabilitation without Epoxy	Sq. Ft.	1,000	\$ 14.00	\$ 14,000.00
3	Bench/Mud work	Sq. Ft.	100	\$ 70.00	\$ 7,000.00
4	Rings and Covers	Ea.	10	\$1,402.80	\$ 14,028.00
5	Bypass pumping – 1 invert	Day	5	\$ 800.00	\$ 4,000.00
6	Bypass pumping – 2 inverts	Day	5	\$ 800.00	\$ 4,000.00
7	Removal of existing pump, rail, base, saddle, etc.	Ea.	10	\$ 1,503.96	\$ 15,039.60
8	Vacuum and pressure clean wet well	Hr.	100	\$ 250.00	\$ 25,000.00
9	Removal of existing piping up to 10" in diameter	Ea.	10	\$ 2,154.00	\$ 21,540.00
10	Removal of existing piping greater than 10" in diameter	Ea.	10	\$ 2,406.00	\$ 24,060.00
11	Install new piping and/or elbows up to 10" in diameters, ⁶	Ea.	10	\$ 2,658.00	\$ 26,580.00
12	Install new piping and/or elbows greater than 10" in diameters, ⁶	Ea.	10	\$ 3,666.00	\$ 36,660.00
13	Re-install City's pump, rail, seals, saddle, base, pipes, etc.	Ea.	10	\$ 2,154.00	\$ 21,540.00
14	Install new pump base (supplied by City)	Ea.	10	\$ 2,658.00	\$ 26,580.00
15	6" thick concrete slab	Per yard of concrete	3	\$ 451.02	\$ 1,353.06
16	Removal and replacement of 6' diameter Wet well top slab with aluminum double pedestrian access doors 48" x 48" opening.	Ea.	1	\$ 8,390.11	\$ 8,390.11
17	Removal and replacement of 8' diameter Wet well top slab with aluminum double pedestrian access doors 66" x 36" opening	Ea.	1	\$ 9,684.38	\$ 9,684.38
18	Removal and replacement of 10' diameter Wet well top slab with aluminum double pedestrian access doors 66" x 48" opening	Ea.	1	\$ 13,173.01	\$ 13,173.01
19	Removal and replacement of 12' diameter Wet well top slab with aluminum double pedestrian access doors 72" x 60" opening	Ea.	1	\$ 16,269.07	\$ 16,269.07
20	Valve vault remove and replacement 8' x 8' slab with aluminum double pedestrian access door 60" x 60" opening	Ea.	1	\$ 12,507.90	\$ 12,507.90

BID FORM

21	Replacement of valves 4" -6"	Ea.	4	\$ 1,264.80	\$ 5,059.20
22	Replacement of valves 8" -10"	Ea.	4	\$ 1,768.80	\$ 7,075.20
23	Replacement of valves 12" -16"	Ea.	4	\$ 2,272.80	\$ 9,091.20
24	Man crew for work not listed	Hr.	100	\$ 128.40	\$ 12,840.00
Sub-total (Total Job Costs)		\$		\$86,467.06	\$ 355,470.74
25	Mobilization (equipment, setup, etc.)	LS	up to 3% of total job costs	\$2,594.00	\$10,664.00
26	Demobilization (back on line, plugs, restoration, etc.)	LS	up to 2% of total job costs	\$ 1,729.00	\$ 7,109.00
Total Cost (Items 1 through 26)		\$		\$90,790.06	\$373,243.74

Written Total: Three hundred seventy three thousand, two hundred forty three dollars and seventy-four cents

Additional Notes:

1. Bidder understands that the Extended Amount for each and every item is the result of multiplying the Estimated Quantity times the Unit Cost stated in figures.
2. Bidder agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this ITB. Pricing must include delivery and be quoted FOB: Destination.
3. Domestic material and supplies will be supplied by contractor at cost plus 10% and shall be approved by City prior to installation. Invoices will be required for verification prior to starting work. Stainless steel nuts and bolts as well as corrosion resistant components are required.
4. City reserves the option to supply all or any material and supplies

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the CITY, and to accept as full compensation therefore, such prices may be agreed upon in writing by the CITY and the BIDDER pursuant to the applicable provisions within the agreement.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract.

SUBMITTED ON [March 3rd], 20[20]

SIGNATURE OF BIDDER:

Mark A. [Signature]

TITLE (if any):

President

ADDRESS:

736 NW 8 Ave, St. Lauderdale 33311

Incorporated under the laws of the State of Florida.

ITB No. 013-20; Access Structure and Wetwell Rehabilitation- Term Contract

MBC
Page | 59

AGREEMENT

*Agreement
By and Between
City of Plantation
&
South Florida Utilities Inc.
For
Access Structure and Wetwell Rehabilitation- Term Contract
ITB No. 013-20*

This Agreement entered into this 5th day of June, 2020 by and between the City of Plantation (herein, the "City"), a Florida Municipal Corporation, and South Florida Utilities Inc. (herein, the "Contractor"), a Florida Corporation, as follows:

Whereas, the City of Plantation secured sealed bids in accordance with section 2-226(c) of the City's code; utilizing the procurement model in accordance with section 2-220(e) of the City's code.

Whereas, this solicitation was advertised for forty-one (41) calendar days on the City and Demand Star website.

Whereas, the City of Plantation received three (3) sealed bid proposals, opened publicly.

Whereas, on April 22, 2020, consent agenda item No. 11, the City Council awarded ITB No. 013-20; Access Structure and Wetwell Rehabilitation- Term Contract to South Florida Utilities Inc.

Whereas, the services performed under this Agreement shall be based on the City's needs and available/approved funding within the City's fiscal year budget.

Whereas, the City shall issue an approved purchase order to the Contractor for each project(s) that references this Agreement and the work that the City desires to be performed by the Contractor in accordance with this agreement.

Whereas, the Contractor will timely complete the services outlined in the Technical Specifications/Scope of Services section of this Agreement within the defined costs of this Agreement.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

General Provisions

The above recitations are true and correct and made a part hereof.

Solicitation Documents

All front-end solicitation documents are incorporated herein and made a part hereof. Any conflicts between the terms set forth in this Agreement and the front-end documents shall be controlled by the terms of this Agreement. The front-end solicitation documents are attached hereto as **Exhibit "A"**.

Scope of Services

The Contractor shall provide the work as provided for in **Exhibit "B"**, Technical Specifications/Scope of Services including Supplemental Terms and Conditions, which is incorporated herein and made a part hereof. The Contractor shall provide the Insurance certificates listing the City of Plantation as an additional insured that meet or exceed the City requirements as set forth in **Exhibit "C"**, which is incorporated herein and made a part hereof. **Exhibit "D"** contains Documentation and bid submitted by Contractor prior to Notice of Award, which is incorporated herein and made a part hereof.

AGREEMENT

Contract Term

1. The initial contract period shall be for two (2) years, commencing June 1, 2020. In addition, the City reserves the right to extend this agreement for two (2) additional one (1) year periods, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree.
2. Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods.
3. Contingent upon Budget approval.
4. Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods.

Contractor's Compensation

Payment

Payment for work shall be authorized upon completion of all work specified in "Technical Specifications/Scope of Services" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days.

All invoices are required to be submitted within thirty (30) days, if invoices are not submitted within thirty (30) days, the City reserves the right not to pay due to delinquency.

Contractor's Compensation

The unit prices for all line items as agreed to under the Contract is provided in **Exhibit "E"**, which is incorporated herein and made apart hereof.

Reimbursements

The Contractor is not to be reimbursed for any out-of-pocket expenses such as travel, telephones, office supplies, copying, etc.

Contract Price

Contractor shall not be entitled to an increase in the Contract/Unit Price or payment or compensation of any kind from City for direct, indirect, consequential, impact of other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of the City. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for delay.

Contract General Terms

This Contract shall constitute the entire agreement by and between the City and the Contractor, and no inducements, considerations and promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

1. Intended Beneficiaries

The City of Plantation has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by the City personnel for the purpose of Administration. Where the contract is with the City of Plantation with one or more of the Districts being an intended beneficiary of the contract, then such District(s) shall be an intended 3rd Party Beneficiary and shall be able to enforce the terms hereof.

AGREEMENT

Property of City

All documents including correspondence, plans, memoranda, drawings and specifications prepared or furnished by Contractor (and Contractor's independent professional associates and Contractors) pursuant to this Agreement shall become owned by and be the property of the City shall thereby obtain ownership by any statutory common law and other reserved rights thereto, including copyright; however, such documents are not intended or represented to be suitable for reuse by the City on extensions of the Project or on any other project. Any such reuse, modification or adaptation of such documents without written verification or adoption by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates or Contractors. If required by the City, any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by the City and Contractor.

No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of City. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

City Responsibilities

1. City Information

The City shall be responsible to provide the Contractors with information in City's present possession that is reasonably necessary for the Project work, such as correspondence documents, maps, and other pertinent information. The Contractors shall be entitled to rely upon such City information as sufficiently complete and accurate for planning and developing an understanding of the parties involved in the Project.

Contractor Responsibilities

1. No Transfer of Agreement

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. The City is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires. In the event the City is not for any reason or for no reason at all, satisfied with such substitute, Contractor shall be considered in breach of this Contract. 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.

Independent Contractor

The Contractors and its employees, volunteers and agents shall be and remain independent Contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties hereto.

Ethics Disclosure

The Contractors warrant and represent that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent,

AGREEMENT

City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the Contractors.

Disciplinary Action

The Firm agrees to immediately notify the CITY of any disciplinary action imposed against the Firm or any of its employees by any regulatory agency with the charge of regulating the Firm.

Project Work Initiation

The Contractor shall not begin the Project work as outlined in "Scope of Services" without the prior written approval of the City.

Utility Structures

The Contractor shall coordinate the adjustment of any structures with the appropriate utility company except the Owner's Utilities Department. The Contractor shall be responsible to abide by the Owner's specifications to adjust the Owner's manholes and valve boxes.

Subcontractor Agreements and Payments

All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of City payment to Contractor. The City shall not be responsible for any payments to Subcontractors. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Mechanics Liens

The Contractor covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the City, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property City by the City, against any monies due or to become due from the City to the Contractor, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the Contractor further agrees to indemnify the City for any costs, charges, expenses, losses, or damages City may incur as a result of any asserted mechanics' lien. Contractor agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the Contractor's failure to do so the City shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the City chooses, at the entire cost and expense of the Contractor, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the City's right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

Termination

1. For Cause

If for any reason, the Contractor fails to fulfill its obligations under this Agreement in a proper to timely manner as agreed to, this Agreement may be terminated by the City upon **FIFTEEN (15)** Business Days' notice to the Contractor. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon **FIFTEEN (15)** Business Days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractors' breach, the remaining unperformed parts of the Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation given the Contractors' performance).

AGREEMENT

For Convenience

Upon **THIRTY (30)** Calendar Days written notice to the Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to the Contractor must state that the Agreement is being terminated for the convenience of City under this termination clause, the effective date of the termination, and the extent of termination. The Contractor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.

Legal Terms and Conditions

1. Compliance with Laws/Codes/Rules, Etc.

The Contractor shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

The Contractor shall not be reimbursed for any additional costs which the Contractor incurs as a result of laws enacted after the effective date of this Contract, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Article X, Paragraph 1. The Contractor shall be reimbursed, in addition to the Contract Sum, for additional costs incurred by the Contractor in the performance of the Contract resulting from the following:

- a. City ordinances passed by the City Council after the effective date of this Contract.
- b. Any unforeseen new state or federal laws, regulations or rules enacted after the effective date of the Contract, which require a significant change in the Project. The Contractor shall not be reimbursed for any other costs resulting from any other new state or federal laws, regulations or rules enacted after the effective date of the Contract, including but not limited to laws relating to techniques, procedures, research, analysis and materials.

In order to obtain reimbursement from the City under this Article X, Paragraph 1, the Contractor shall submit a claim to the City with documentation that the City may reasonably require for the City's review and approval. A claim may also include a request for an equitable adjustment of the Project Schedule. Upon approval by the City, the claim shall become a Change Order or a formal written amendment to the Contract. If not approved, the claim will be placed on the Disputed Work List.

Applicable Laws Governing Project

The laws of the State of Florida shall govern the validity, construction and effect of this Contract.

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward

AGREEMENT

County, Florida, or the Federal City Court of the Southern City of Florida and appropriate appellate courts for such venue and jurisdiction.

To any extent that the Contractor may be acting as an "agent" or Contractor on behalf of the City, the City expects the Contractor to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

Dispute Resolution

In the event that any dispute between the City and the Contractor concerning questions or issue arising under this Contract that have not been resolved, or for items on the Disputed Work List, a request for resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than **THIRTY (30)** Calendar Days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below.

No later than **SIXTY (60)** Calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within **THIRTY (30)** Calendar Days after receipt of it. No further response by either party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within **SIXTY (60)** Calendar Days of the City's final decision.

In the event of litigation in order to enforce this Contract, or which arises out of, or pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed \$ _____ (\$15,000 unless otherwise filled in).

If required by City, the Contractor shall continue to perform the Work required under the Contract during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this Article X, Paragraph 3. The continued performance of the Contract by either party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law.

Amendments

No supplement, modification of, or amendment of this Agreement shall be binding unless executed in writing by both parties.

AGREEMENT

Severability.

In the event any one or more of the provisions of this Order is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Non-exclusivity.

The services provided pursuant to this Agreement shall be non-exclusive.

Consideration Adequate.

The parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

No Waiver of Legal Rights

No approval required to be given by the City under the Contract shall operate to relieve the Contractor from any of its responsibilities under the Contract or to be deemed as an approval by the City of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.

Unless the City has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, the City shall not be precluded or estopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the Work and payment for it, from showing the true amount and character of the Work performed and goods and materials furnished by the Contractor or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the Work or goods and materials do not conform in fact to the Contract. Unless the City has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, the City shall not be precluded or estopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the Contractor and its sureties damages it may sustain by reason of its failure to comply with the terms of the Contract. Except as provided, neither the acceptance of the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power reserved or any right to damages provided to the City. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach whether prior to or subsequent to it. The City's delay in declaring that a breach has occurred or otherwise asserting its rights under this Contract shall not constitute a waiver of the breach or limit any of the City's rights under this Contract.

Indemnity Clause

Contractor shall indemnify and hold harmless City, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all claims, fines, fees, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.

Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly

AGREEMENT

reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

Cooperation with the Broward County Office of Inspector General.

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors are paid. To this end, Contractor agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of Contractor's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The Contractor acknowledges and agrees that whatever work or effort is expended by Contractor in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the Contractor to the City, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The Contractor's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the Contractor is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the Contractor is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, Contractor shall advise City, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the Contractor is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail:

Attn: Mayor Lynn Stoner
City of Plantation City Hall
400 NW 73rd Avenue
Plantation, Florida, 33317.
((Tel)) 954-797-2650)

AGREEMENT

IX. Notice

All notices provided for herein shall be in writing and transmitted by overnight mail, certified mail return receipt requested, by hand delivery or email, and shall be mailed or delivered as follows:

1. All Notices sent to Contractor shall be sent in writing and by first-class mail to:

Mark Carpenter
736 NW 8th Avenue
Fort Lauderdale, FL 33311
SFLUINC@yahoo.com

2. All Notices sent to the City shall be sent in writing and by first-class mail to:

Mayor Lynn Stoner
400 NW 73rd Avenue
Plantation, FL 33317

AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND SOUTH FLORIDA UTILITIES INC. have signed this AGREEMENT in triplicate. One counterpart each has been delivered to the City and Contractor.

Signed, sealed and delivered in the presence of:

Attest: Susan Slattery
Susan Slattery, City Clerk

Witness:
Michelle Casado
Typed Name of Witness

Witness:
Christine S. S. S.
Typed Name of Witness

CITY OF PLANTATION

By: Lynn Stoner
Lynn Stoner, Mayor

As to legal form: Kerry L. Lyrol
Kerry L. Lyrol, City Attorney

As to Procurement: Charles Spencer
Charles Spencer, Procurement Administrator

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Lynn Stoner and Susan Slattery, as the Mayor and City Clerk respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the City of Plantation, Florida, and who did not take an oath.

WITNESS my hand and official seal this 5th day of June, 2020.

My commission expires:

NOTARY PUBLIC

(Notary seal)



AYESHA ROBINSON
Commission # GG 234954
Expires August 30, 2022
Bonded Thru Budget Notary Services

Signed, Sealed in the presence of:

Witness:
Brian Douglas
Typed Name of Witness

Witness:
Ed Cramer
Typed Name of Witness

SOUTH FLORIDA UTILITIES INC.
a Florida Corporation

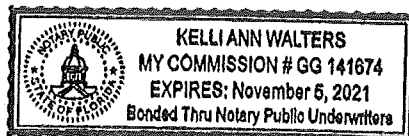
By: Mark Carpenter
Mark Carpenter, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5-7-20 (date) by Mark Carpenter, President, of South Florida Utilities Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:



NOTARY PUBLIC

(Notary Seal)