



CONTRACT

THIS CONTRACT, made and entered into this 2 day of April , 2014 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 Allied Universal Corporation, 3901 NW 115 Avenue, Miami, FL 33178 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

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: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Bidder's General Information, Bid Bond, Reference Sheet, Compliance with OSHA Form, Drug-Free Workplace 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:

BID NO. 2014-009 FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

ARTICLE 3

CONTRACT TIME

The original term of agreement is for one (1) year effective April 17, 2014, with options to review for an additional two (2) one (1) year terms, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

ARTICLE 4

CONTRACT SUM

1. CITY shall issue an Open purchase order to the CONTRACTOR and orders shall be called in on an "as needed basis". CITY shall pay to the CONTRACTOR \$1.59/gallon for truckload delivery (over 3,500 gallons) and \$1.89/gallon for less than truckload delivery.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made for approved invoice amount for each accepted shipment based on the unit prices awarded. The invoice shall indicate the City's purchase order number, unit price awarded, price extensions, total billed and any allowable cash discounts if available. Payment shall be made as above provided upon full completion of the job as determined by CITY. CITY shall make payment to CONTRACTOR within 45 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 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 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 in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. 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.

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. CITY AND CONTRACTOR 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 WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

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

Lesa Peerman, Mayor

____ day of _____, 2014

Jerry A. Blough, City Manager

____ day of _____, 2014

ATTEST:

Joseph J. Kavanagh, City Clerk

____ day of _____, 2014

APPROVED AS TO FORM:

Eugene M. Steinfeld, City Attorney

____ day of _____, 2014

FOR CONTRACTOR

FOR CORPORATION: ALLIED UNIVERSAL CORPORATION

President

____ day of _____, 2014

(CORPORATE SEAL)

Secretary

____ day of _____, 2014

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE
PROPOSED PROJECT TO FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY
WEIGHT FOR BID NO. 2014-009**