

AGREEMENT

This Agreement is dated as of the [1st] day of [August], in the year 201[6], by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as City)

AND

[Allied Universal Corporation]
[3901 NW 115 Avenue]
[Miami, Florida 33178]
(Hereinafter referred to as Contractor)

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

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation
[Supply and delivery of Sodium Hypochlorite]
[ITB No. 016-16]

and generally described as follows but not limited to: [The purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to various locations throughout the City of Plantation for the Utilities Department.] as further defined in the Specification/Scope of Services

Article 2 – ENGINEER

The OWNER has engaged [N/A] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [N/A]

Article 3 – CONTRACT TIME

The initial contract period shall be for [one (1) one year period], commencing [October 20, 2016]. In addition, the City reserves the right to renew the contract for [Four (4) additional one (1) year period.], under the same terms, conditions and specifications contingent upon Budget approval.

~~Or If a Construction Contract~~

~~The work will be substantially completed within [enter number of calendar days] calendar days and finally completed within [enter number of calendar days] calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 19 of the Instructions to Respondents contains Liquidated Damages provision.~~

~~In the event the services are scheduled to end either by contract expiration or by termination by the City of Plantation (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.~~

Article 4 – COMPENSATION/PAYMENTS

The OWNER shall pay to the CONTRACTOR for the performance of the Work \$[0.518/gal Tanker Load and \$0.518/gal Tanker Load is 5,000 gallons (Spilt between two of Plantation Locations)]. For portions of the Contract that are in the accepted proposal as being unit priced, the Contract Sum will be based upon the amounts determined for the total number of each of the units of work completed at the unit price stated. The City reserves the right to increase and decrease quantities, and the final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by this contract.

The Contractor will bill the City at the completion of each job for services rendered of the work defined herein at the rates submitted in their proposal documents now made apart of this contract. Submit invoices to:

City of Plantation
Attn: [Chuck Flynn]
[400 NW 73 Avenue]
Plantation, FL [33317]

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Financial Services Department for

payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

Progress payments and retainage and final payment provisions are provided for in the Contract Documents. Generally, these documents call for monthly progress payments for approved Work completed less 10% retainage. The balance of the final contract sum shall be due to the CONTRACTOR from the within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Contract Documents.

- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR

Article 6 – RECORDS AND AUDIT

City reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

See Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SERVERABILITY

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

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of work.

Article 19 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

- A. This Agreement
- B. Exhibits (if any)
- C. Notice of Award
- D. Supplementary Conditions, if any
- E. General Conditions
- F. Specifications bearing the project title
- G. Drawings bearing the project title *[if necessary]*
- H. Addenda numbers [0] to [1],
- I. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award
- J. Any Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement
- K. The Instructions to Bidders
- L. The Insurance Coverage's and Bonds required by the Contract Documents

These are no other Contract Documents than those listed above in the Article.

Article 20 – MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions
- B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has 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 of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or

proprietor of the CONTRACTOR, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

- C. The CONTRACTOR and OWNER designate the following persons who shall receive notices pursuant to the Contract Documents:

For the OWNER: The Honorable Diane Veltri Bendekovic, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to: *[Chuck Flynn, Utilities Department Director]*
City of Plantation
[400 NW 73 Avenue |
Plantation, Florida 33317

&

With copy to City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the ENGINEER *[N/A]*
Project Manager
[N/A]
[N/A]
[N/A]

For the CONTRACTOR: *[Allied Universal Corporation]*
[3901 NW 115 Avenue]
[Miami, Florida 33178]
[Cristhianne Munguia]

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery;

registered or certified mail, return receipt requested;

overnight courier; or

facsimile to:

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

on the date of transmission with confirmed answer back if by fax.

Section 21 in the event of conflict between this Agreement and terms and conditions in [ITB No. 016-16], the terms of this Agreement shall control.

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND [ALLIED UNIVERSAL CORPORATION] have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: Susan K Slattery
Susan K Slattery, City Clerk

Witness:
Nancy Salafia
NANCY SALAFIA
Typed Name of Witness

Witness:
Mary F. Leeds
Mary F. Leeds
Typed Name of Witness

CITY OF PLANTATION

By: Diane Veltri Bendekovic
Diane Veltri Bendekovic, Mayor

As to legal form: Donald J. Lunny Jr.
Donald J. Lunny Jr.
City Attorney

As to Scope: Administration Department

As to Contract Insurance Requirements:

Risk Management Department

Witness:

Karin Walsh

KARIN WALSH

Typed Name of Witness

As to Procurement Requirements:

Eup C. Smith
Procurement Department

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this 19th of August, 2016 by Deane Zandek Mayor and Susan Stetery, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

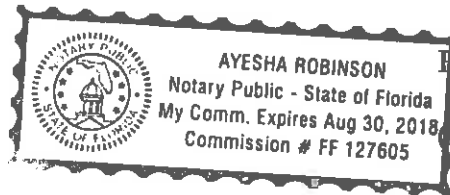
WITNESS my hand and official seal this 19th day of August, 2016.

My commission expires:

My commission number is:

Ayesha Robinson
Ayesha Robinson

Printed Name of Notary



(Notary Seal)

Signed, Sealed in the presence of:

Witness:

[Signature]

J. Ida Fair
Typed Name of Witness

Witness:

[Signature]

Angela Suncar
Typed Name of Witness

Allied Universal Corporation
Name of Contractor

By: [Signature]
Signature by Authorized Agent

Cristhianne Munguia
Print Name of Authorized Agent

Bid Coordinator
Title

STATE OF FLORIDA
COUNTY OF BROWARD

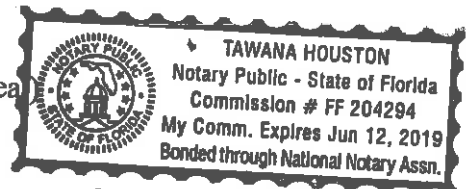
The foregoing Agreement was acknowledged before me this 3 of August, 2011 by Cristhianne Munguia, Bid Coordinator, (Title) of Allied Universal Corporation, who are personally known to me or who has produced Personally Known (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this 3 day of August, 2011.

My commission expires:
My commission number is:

Tawana Houston
Printed Name of Notary

(Notary seal)



Tawana Houston
68103116

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