



City of Pembroke Pines

**AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
INTERCOUNTY ENGINEERING, INC.**

THIS AGREEMENT ("Agreement"), dated June 10, 2024, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as "CITY"), and **Intercounty Engineering, Inc.**, a Florida Profit Corporation, with a business address of **1925 N.W. 18th Street, Pompano Beach, FL 33069** ("CONTRACTOR"). CITY and CONTRACTOR shall be collectively referred to herein as "Parties" and individually as "Party".

WHEREAS CITY desires to engage CONTRACTOR to provide lift station rehabilitation and repair services for CITY lift stations; and,

WHEREAS, on September 16, 2022, the City of Sunrise awarded to CONTRACTOR, a contract for Lift Station Rehabilitation & Repairs, pursuant to Solicitation No. BID 22-17-03-MS, for the furnishing all tools, equipment, materials, supplies, manufactured articles, and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work necessary for performing lift station rehabilitation and repair services and/or other operations required to perform said services on an as-needed basis for a three (3) year term which commenced on September 24, 2022 and will expire on September 23, 2025; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), entitled "Utilization of Other Governmental Agencies' Contracts", CITY has evaluated Solicitation No. BID 22-17-03-MS and the resulting agreement and determined such terms and pricing may be utilized by CITY to obtain the materials and services herein required; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to engage CONTRACTOR to provide Lift Station Rehabilitation & Repairs utilizing the terms set forth in Solicitation No. BID 22-17-03-MS and the resulting agreement; and,

WHEREAS the Parties wish to incorporate and supplement the terms and conditions set forth in Solicitation No. BID 22-17-03-MS, CONTRACTOR's submittal thereto, and the resulting agreement, attached hereto and made a specific part hereof as **Exhibit "A"**, with the terms and requirements set forth herein; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to engage CONTRACTOR to provide Lift Station Rehabilitation & Repairs utilizing the pricing resulting from Solicitation No. BID 22-17-03-MS; and,

WHEREAS CONTRACTOR agrees to honor and extend the pricing resulting from Solicitation No. BID 22-17-03-MS to CITY for the procurement of the materials and services



City of Pembroke Pines

herein required in accordance with CITY lift station rehabilitation and repair plans, as set forth in CONTRACTOR's proposal attached hereto as **Exhibit "B"**; and,

WHEREAS, at its meeting of June 5, 2024, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. **Scope of Services.** The CONTRACTOR agrees to provide all labor, materials, and services as may be necessary to complete the lift station rehabilitation and repair services at various lift stations throughout the City of Pembroke Pines, in accordance with the specifications set forth in **Exhibit "A"**, and as more particularly described in CONTRACTOR's proposal for CITY, attached hereto and by this reference made a specific part here of as **Exhibit "B"**.
 - 2.1 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed pursuant to this Agreement shall be done in a professional manner.
 - 2.2 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.
 - 2.3 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work pursuant to this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - 2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services pursuant to this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated



City of Pembroke Pines

for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.5 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.6 CONTRACTOR shall not subcontract any of its obligations under this Agreement without first obtaining the CITY's prior written consent. In the event the CITY does consent in writing to a subcontracting arrangement, CONTRACTOR shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by CONTRACTOR shall name the CITY as a third-party beneficiary.

3. **Compensation and Method of Payment.** CITY agrees to compensate CONTRACTOR monthly for all services performed by CONTRACTOR pursuant to this Agreement and to CITY's purchase order, in accordance with the pricing set forth in **Exhibit "B"**, for work that has been completed, inspected, and properly invoiced. The total amount paid to CONTRACTOR pursuant to this Agreement shall not exceed **THREE HUNDRED EIGHTY-FOUR THOUSAND, SIX HUNDRED SIXTY-FOUR DOLLARS AND ZERO CENTS (\$384,664.00)** which includes a contingency amount of **SIXTEEN THOUSAND, NINE HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS (\$16,938.00)**.

3.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, CITY shall utilize the Owner's Contingency to reimburse CONTRACTOR for the related permit, license, impact or inspection fees. Payments will be made to CONTRACTOR based on the actual cost of permits upon submission of paid permit receipts. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior written approval of the CITY's authorized representative.** Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses or allowances that were approved by the CITY's authorized representative. If the permit fees exceed the Owner's Contingency indicated, CITY will reimburse the contractor the actual amount of the permit fees required for project completion.

3.2 The total compensation amount may not be exceeded without a written amendment to this



City of Pembroke Pines

Agreement. CONTRACTOR shall invoice CITY. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) calendar days to review, approve and pay all invoices after receipt.

3.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

3.4 Method of Billing and Payment. The CITY shall within thirty (30) calendar days, from the date of CITY's Utilities Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Utilities Director or his or her designee. Payment will be made to CONTRACTOR at:

**Intercounty Engineering, Inc.
1925 N.W. 18th Street,
Pompano Beach, FL 33069**

4. **Changes to Scope.** CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, to be provided pursuant to this Agreement and as more particularly described in **Exhibit "B"**. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of CITY's Code of Ordinances and must be contained in a written amendment, executed by the Parties hereto prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein, in a purchase order, or in a separate written agreement executed by the Parties hereto. CONTRACTOR shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the Parties hereto.
5. **Time of Commencement and Substantial Completion.** The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) calendar days after the date that CONTRACTOR receives CITY's Notice to Proceed. The scope of work shall be completed within **three hundred sixty-five (365) calendar days** from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean satisfactory completion and final inspection of the Property by the CITY.
6. **Payment and Performance Bonds - RESERVED**



City of Pembroke Pines

7. **Termination of Agreement.**

7.1 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon **seven (7) calendar days** of written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

7.2 **Termination for Cause; Default.** In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated for cause, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment or termination. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.

7.2.1 **Default Events.** The occurrence of any one or more of the following events shall constitute a default and breach of this agreement by CONTRACTOR:

7.2.1.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

7.2.1.2 The abandonment, unnecessary delay, refusal of, or failure to correct deficiencies for a period of seven (7) calendar days after receipt by CONTRACTOR of written notice of such neglect or failure.

7.2.1.3 Assignment and/or transfer of this Agreement which is not expressly permitted here under or in writing by CITY.

7.2.1.4 The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudicated bankrupt (unless, the same is dismissed within sixty (60) calendar days of such filing).

7.2.2 **Remedies in Default.** In the event of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.



City of Pembroke Pines

7.2.2.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

7.2.2.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

7.2.2.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

7.2.2.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

8. Insurance.

8.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

8.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to



City of Pembroke Pines

purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines..

- 8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 8.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.
- 8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 8.6 **Required Insurance.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Designated Construction Project(s) General Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate



City of Pembroke Pines

limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 8.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- ✓ ☐ 8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000 If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents, or broader language.

Yes No

- ☐ ✕ 8.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three(3)



City of Pembroke Pines

years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ *

8.6.5 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$2,000,000.00 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental, and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of ten (10) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

8.7 REQUIRED ENDORSEMENTS.

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 8.7.2 Waiver of all Rights of Subrogation against the CITY.
- 8.7.3 Thirty (30) Calendar Day Notice of Cancellation or Non-Renewal to the CITY.
- 8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 8.7.5 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

- 9. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Section 7, herein.
- 10. **Indemnification.** The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, partners, principals or subcontractors during the performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.



City of Pembroke Pines

- 10.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 10.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 10.3 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.
11. **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
12. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.
13. **Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
14. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
15. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin,



City of Pembroke Pines

sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. 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. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

16. **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.
17. **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.
18. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
 - 18.1 Keep and maintain public records required by the CITY to perform the service; Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 18.2 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and
 - 18.3 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.



City of Pembroke Pines

- 18.4 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

19. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONTRACTOR:	Eric Jones, Vice President Intercounty Engineering, Inc. 1925 NW 18 th Street Pompano Beach, FL 33069 Telephone No. (954) 972-9800 E-mail: ejones@intercountyengineering.com

20. **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.



City of Pembroke Pines

21. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
22. **Scrutinized Companies.** CONTRACTOR, its 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 Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 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 any agency or local governmental entity for goods or services of:
- 22.1 Any amount if, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 22.2 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:
- 22.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
- 22.2.2 Is engaged in business operations in Syria.
23. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- 23.1 **Definitions for this Section.**
- 23.1.1 "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. "Contractor" includes, but is not limited to, a vendor or consultant.
- 23.1.2 "Subcontractor" includes, but is not limited to, a vendor or consultant.
- 23.1.3 "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.
- 23.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to



City of Pembroke Pines

electronically verify the employment eligibility of newly hired employees.

23.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

23.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

23.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and 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 Pembroke Pines; and

23.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 Agreement, 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 twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

24. **Warranty.** CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to the affected area. The one (1) year warranty period does not begin until substantial completion of the entire project.

25. **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

26. **Records and Audit.** CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to three (3) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR



City of Pembroke Pines

which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of three (3) years after final payment is made under this Agreement, or as otherwise required by applicable law.

27. **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
28. **Waiver**. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
29. **Compliance with Laws**. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable.
30. **Signatory Authority**. Upon CITY's request, CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.
31. **Entire Agreement**. These terms, together with **Exhibit "A"**, and **Exhibit "B"** are incorporated herein by reference set forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All references to "City of Sunrise", or "City" in Exhibit "A" shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.
32. **Conflict of Terms**. In the event of any conflict or ambiguity by and between the terms set forth in **Exhibit "A"**, and **Exhibit "B"**, with the terms of this Agreement, this Agreement shall prevail followed by **Exhibit "B"**, and then **Exhibit "A"**.

SIGNATURE PAGE FOLLOWS



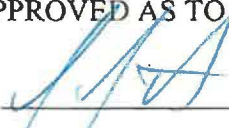
City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

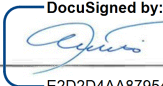
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CITY OF PEMBROKE PINES, FLORIDA

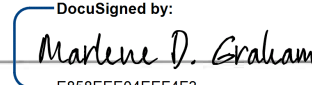
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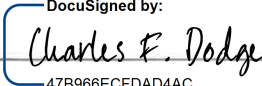
Print Name: Jacob Hartz
OFFICE OF THE CITY ATTORNEY

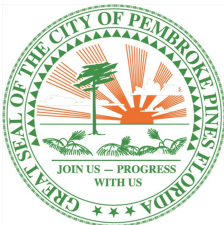
DocuSigned by:

BY: E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

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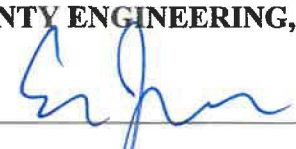
MARLENE D. GRAHAM, CITY CLERK
DS June 10, 2024

DocuSigned by:

BY: 47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER



CONTRACTOR:

INTERCOUNTY ENGINEERING, INC.

Signed By: 
Printed Name: Eric Jones
Title: Vice President