

Exhibit "A"

AGREEMENT

THIS IS AN AGREEMENT FOR HOLIDAY DECORATIONS AT CHARLES F. DODGE CITY CENTER ("Agreement"), dated this 14 day of November 2017, by and between:

CITY OF PEMBROKE PINES, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33026, (hereinafter referred to as (hereinafter referred to as the ("CITY"),
and

FLORIDA CDI, LLC d/b/a CHRISTMAS DESIGNERS, a corporation authorized to do business in the State of Florida, with a business address of **3124 N.W. 16th Terrace, Pompano Beach, Florida 33064** (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR may be hereinafter referred collectively as the "Parties" and individually as the "Party".

RECITALS

WHEREAS, in accordance with the CITY's Procurement Code, the CITY advertised its notice to bidders in its Request for Proposals # RE-17-04 (hereinafter "RFP") of the CITY's desire to engage a company to provide holiday decorations at the Charles F. Dodge City Center Plaza ("City Center") as more particularly described in the RFP, incorporated herein and attached hereto as **Exhibit "A"**; and

WHEREAS, in response to the RFP, CONTRACTOR submitted its proposal to the CITY ("CONTRACTOR's Proposal"), incorporated herein by reference and attached hereto as **Exhibit "B"**; and

WHEREAS, the CITY evaluated the vendors based upon the information and references contained in the responsive proposals submitted; and, on November 1, 2017, the City Commission approved the award of a contract to the CONTRACTOR consistent with the terms set forth in the RFP and the CONTRACTOR'S Proposal.

NOW THEREFORE, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
PREAMBLE

1.1 Each whereas clause set forth above is true and correct and herein incorporated by this reference.

1.2 Each Exhibit referenced herein are hereby expressly incorporated into this Agreement and made a specific part hereof, whether or not physically attached hereto.

1.3 In the event of a conflict between this Agreement, the Request for Proposal, and the CONTRACTOR's bid proposal, the Request for Proposal shall prevail and control, then this Agreement, and then the CONTRACTOR's bid proposal.

ARTICLE II

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR shall perform all services set forth in the RFP and provide the CITY with holiday decorations for City Center and decoration storage services in accordance with the CONTRACTOR's proposal attached hereto as Exhibit B.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner. CONTRACTOR shall provide a team of qualified individuals to provide the services stated herein.

2.3 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 shall provide all services in a professional manner.

2.4 CITY agrees to assist and cooperate with CONTRACTOR in the performance of its services under this Agreement by providing CONTRACTOR with all necessary information it may require.

2.5 CONTRACTOR shall not utilize the services of any sub-CONTRACTOR without the prior written approval of CITY.

ARTICLE III

COMPENSATION AND METHOD OF PAYMENT

3.1 The fees for the services under this Agreement are set forth in CONTRACTOR's Proposal. Upon execution of the agreement CONTRACTOR shall invoice the CITY for 50% of year one costs and the remaining 50% on December 1, 2017. Each year thereafter the CONTRACTOR shall invoice the CITY 50% of the annual cost per the services set forth in the proposal on November 1 and the remaining 50% shall be invoiced on December 1. . The purchase price of the Holiday Decorations is Thirty Six Thousand Five Hundred Eighty Six Dollars and Fifty Cents (\$36,586.50) and the annual storage, maintenance, and installation fee is (\$15,785.00) for a five year total of \$115,511.50. The invoice shall include, but not be limited to, date of service, a description of the service, and any other information reasonably required by CITY. The pricing for the services shall not exceed the amounts provided in CONTRACTOR's Proposal.

3.2 CITY make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

ARTICLE IV

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

4.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity 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 in a separate written agreement executed by the parties hereto.

ARTICLE V

PUBLIC RECORDS

The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 5.1.1 Keep and maintain public records required by the City to perform the service; and
- 5.1.2 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 this chapter or as otherwise provided by law; and
- 5.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- 5.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public

agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MARLENE GRAHAM 954-450-1050, mgraham@ppines.com, 10100 Pines Boulevard, Pembroke Pines, Florida 33026.

5.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

ARTICLE VI **TERM AND TERMINATION**

6.1 **Term and Termination.** The initial term of this Agreement shall be for five (5) years, commencing upon execution and ending on the 31st, day of October, 2022. This Agreement may be renewed thereafter upon mutual written consent, evidenced by an Amendment to this Agreement extending the term thereof.

6.2 **Termination for Convenience:** This Agreement may be terminated by CITY for convenience, upon written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

6.3 **Default by CONTRACTOR:** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE VII **INDEMNIFICATION**

7.1 CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all 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 arising out of, relating to or resulting from

the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. 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 attorney's fees which may issue thereon. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

ARTICLE VIII

INSURANCE

8.1 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2 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 Guide.

8.3 These insurance policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

8.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of this 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, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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 this Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence or 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.

8.5 The insurance requirements specified in this Agreement in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

8.6 **Required Insurance:** CONTRACTOR shall obtain and maintain the following Insurance:

A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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. Products & Completed Operations Aggregate Limit - \$2,000,000
(mostly for construction or equipment sold to the CITY)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

B. 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 his 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 along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead. Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

C. AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned 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 ISO pollution liability broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)

E. ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

F. CRIME COVERAGE when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss.

If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.

G. CYBER LIABILITY COVERAGE including Network Security and Privacy Liability with a limit of liability of no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTOR's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. 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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE IX **INDEPENDENT CONTRACTOR**

9.1 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.

9.2 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 United States policies, rules or regulations relating to the use of CONTRACTOR'S Funds provided for herein. 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 make 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.

ARTICLE X
NON-DISCRIMINATION & EQUAL OPPORTUNITY
EMPLOYMENT

10.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified.

10.2 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 he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE XI
SIGNATORY AUTHORITY

11.1 CONTRACTOR shall provide CITY with copies of requisite documentation

evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE XII **THIRD PARTY BENEFICIARIES**

12.1 **No Third Party Beneficiaries.** Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CITY, CONTRACTOR and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

ARTICLE XIII **DEFAULT OF CONTRACT & REMEDIES**

13.1 **Damages.** 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, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

13.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

13.2.1 The abandonment of the services and/or equipment by CONTRACTOR for a period of more than seven (7) business days.

13.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect.

13.2.3 In the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement or exhibits or poor workmanship. CITY shall be the sole judge of non-conformance or poor workmanship.

13.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such default and CONTRACTOR to comply with all provisions of the Agreement. If the default is not cured within seven (7) 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 shall be the sole judge of whether the default is cured.

13.4 **Operations During Dispute.** In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to provide the Services in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

13.5 **Attorney's Fees.** CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding involving a dispute of this Agreement and all

costs and fees associated therewith shall be the responsibility of CONTRACTOR.

ARTICLE XIV
BANKRUPTCY

14.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE XV
MISCELLANEOUS

15.1 **Ownership of Documents.** All reports and other data provided in connection with this Agreement are and shall remain the property of CITY. City hereby agrees to use CONTRACTOR'S work product for its intended purposes.

15.2 **Assignments; Amendments.** Neither party shall assign this Agreement to a third party without prior written consent of the other party.

15.2.1 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless mutually agreed upon by the parties and contained in a written document executed with the same formality and of equal dignity herewith.

15.3 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.4 **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, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33026
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Telephone No.: (954) 450-1040
Facsimile No.: (954) 517-8400

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: Joe Campbell, Director of Sales
Florida CDI, LLC/Christmas Designers
3124 N.W. 16th Terrace
Pompano Beach, FL 33065
Telephone No. (954) 973-4225
Email address: joe@christmasdesigners.com

15.5 **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.

15.6 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.8 **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.

15.9 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed 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.

15.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

15.11 **Venue.** Any claim, objection, or dispute arising out of the terms of this Agreement

shall be litigated in Broward County, Florida.

15.12 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

CITY:

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

CITY OF PEMBROKE PINES, FLORIDA

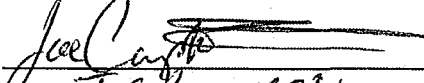
By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

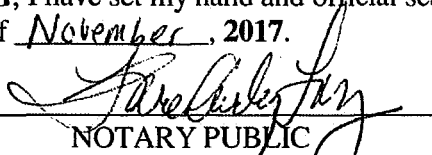
FLORIDA CDI, LLC / CHRISTMAS DESIGNERS

By: 
Name: JOE CAMPBELL
Title: Director of Sales

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Joe Campbell as Director of Sales of FLORIDA CDI, LLC / CHRISTMAS DESIGNERS, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of FLORIDA CDI, LLC / CHRISTMAS DESIGNERS for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8th day of November, 2017.


NOTARY PUBLIC





**Christmas
Designers**

Masters Of Commercial Decorating

**CITY OF PEMBROKE PINES
RE-17-04
Charles F. Dodge City Center Plaza
Holiday Decorations
Exhibit A**

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ♦ (800) 432-5139 ♦ (954) 973-4225

CITY OF PEMBROKE PINES

RE-17-04

Charles F. Dodge City Center Plaza Holiday Decorations



Picture is an example.

GRASS AREA

We will install one (1) 30' Majestic Mountain Pine Tree lit in Warm White 5mm Wide Angle Conical LED lights with a 6' 3D Royal Snowburst Topper with Warm White LED Bulbs. The Tree will be decorated in Ornaments Package consisting Multi-colored Ball Ornaments in Metallic finishes; Red, Silver, Gold, Green, Blue & Purple.

For each of the eight (8) Medjool Date Palms, we will wrap the trunks with eleven (11) Warm White Commercial connect LED 70 light 4" spacing light sets and light up the fronds with ten (10) Warm White Commercial connect LED 70 light 4" spacing light sets.

1	30' Christmas Tree w/Topper and Ornaments	\$ 26,160.00
	Installation, Removal & Preparation for Storage	\$ 4,800.00
	Storage, Insurance & Handling	\$ 3,560.00
168	LED 70 light 4" spacing light sets CC Warm White (\$22.90/ea.)	\$ 3,847.20
	Labor to Installation, Removal, Storage, Insurance & Handling	\$ 3,360.00

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20000314R2 JT 10.7.2017

Christmas Designers

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THE FRANK

We will swag a total 81' of Warm White LED lit Garlands underneath the wording with an 18" Red Glitter Bow at each point.

For each of the two (2) Medjool Date Palms, we will wrap the trunks with eleven (11) Warm White Commercial connect LED 70 light 4" spacing light sets and light up the fronds with ten (10) Warm White Commercial connect LED 70 light 4" spacing light sets.

9	9'x18" Garland Warm White LED lit w/18" Bow (\$119.00/ea.)	\$ 1,071.00
	Labor to Installation, Removal, Storage, Insurance & Handling	\$ 375.00
42	LED 70 light 4" spacing light sets CC Warm White (\$22.90/ea.)	\$ 961.80
	Labor to Installation, Removal, Storage, Insurance & Handling	\$ 840.00

COMMISSION CHAMBERS

We will swag a total 81' of Warm White LED lit Garlands underneath the wording with an 18" Red Glitter Bow at each point.

For each of the two (2) Medjool Date Palms, we will wrap the trunks with eleven (11) Warm White Commercial connect LED 70 light 4" spacing light sets and light up the fronds with ten (10) Warm White Commercial connect LED 70 light 4" spacing light sets.

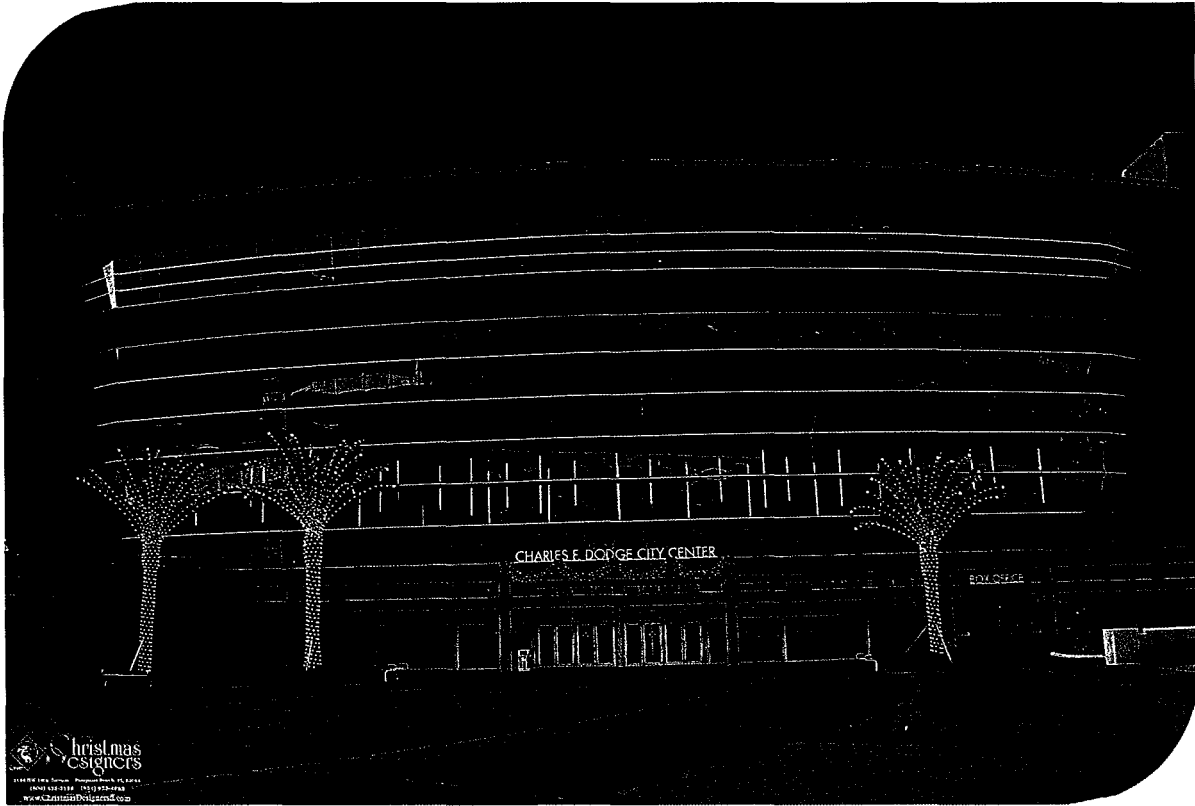
9	9'x18" Garland Warm White LED lit w/18" Bow (\$119.00/ea.)	\$ 1,071.00
	Labor to Installation, Removal, Storage, Insurance & Handling	\$ 375.00
42	LED 70 light 4" spacing light sets CC Warm White (\$22.90/ea.)	\$ 961.80
	Labor to Installation, Removal, Storage, Insurance & Handling	\$ 840.00

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Christmas Designers

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MAIN ENTRANCE

We will swag a total 81' of Warm White LED lit Garlands underneath the wording with an 18" Red Glitter Bow at each point.

For each of the three (3) Medjool Date Palms, we will wrap the trunks with eleven (11) Warm White Commercial connect LED 70 light 4" spacing light sets and light up the fronds with ten (10) Warm White Commercial connect LED 70 light 4" spacing light sets.

9	9'x18" Garland Warm White LED lit w/18" Bow (\$119.00/ea.)	\$ 1,071.00
	Labor to Installation, Removal, Storage, Insurance & Handling	\$ 375.00
63	LED 70 light 4" spacing light sets CC Warm White (\$22.90/ea.)	\$ 1,442.70
	Labor to Installation, Removal, Storage, Insurance & Handling	\$ 1,260.00

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Christmas Designers

City of Pembroke Pines RE-17-04 prop

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Pompano Beach, FL

**COST RECAP
CITY OF PEMBROKE PINES
RE-17-04**

Charles F. Dodge City Center Plaza Holiday Decorations

PURCHASE

Grass Area	\$ 30,007.20
The Frank	\$ 2,032.80
Commission Chambers	\$ 2,032.80
Main Entrance	\$ 2,513.70
TOTAL (Price includes freight and warranties)	\$ 36,586.50

**INSTALLATION, REMOVAL, PREPARATION FOR STORAGE,
STORAGE, INSURANCE & HANDLING**

Grass Area	\$ 11,720.00
The Frank	\$ 1,215.00
Commission Chambers	\$ 1,215.00
Main Entrance	\$ 1,635.00
TOTAL (Price includes materials and labor)	\$ 15,785.00

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**ELECTRICAL SPECIFICATIONS
CITY OF PEMBROKE PINES
RE-17-04**

Charles F. Dodge City Center Plaza Holiday Decorations

- 110-120 Constant voltage under load REQUIRED
- All Amperage quoted at actual draw
- CUSTOMER is responsible for providing 115 VAC power outlets within twenty-five (25') of lighting area and/or lighted décor
- Reasonable hardware and power cords up to twenty-five (25') in length are included
- Christmas Designers is NOT RESPONSIBLE for outages due to ground fault interrupters (GFI) or INSUFFICIENT ELECTRICAL REQUIREMENTS

GRASS AREA

1	30' Christmas Tree w/Topper and Ornaments	17.6 amps
168	LED 70 light 4" spacing light sets CC Warm White (0.04/ea.)	7.06 amps
6	Outlets recommended / 2 – 20 Amps circuits	

THE FRANK

9	9'x18" Garland Warm White LED lit w/18" Bow (0.08/ea.)	0.72 amps
42	LED 70 light 4" spacing light sets CC Warm White (0.04/ea.)	1.68 amps
2	Outlets recommended / 1 – 20 Amps circuit	

COMMISSION CHAMBERS

9	9'x18" Garland Warm White LED lit w/18" Bow (0.08/ea.)	0.72 amps
42	LED 70 light 4" spacing light sets CC Warm White (0.04/ea.)	1.68 amps
2	Outlets recommended / 1 – 20 Amps circuit	

MAIN ENTRANCE

9	9'x18" Garland Warm White LED lit w/18" Bow (0.08/ea.)	0.72 amps
63	LED 70 light 4" spacing light sets CC Warm White (0.04/ea.)	2.52 amps
2	Outlets recommended / 1 – 20 Amps circuit	

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