

CITY OF NORTH MIAMI
PROFESSIONAL JANITORIAL SERVICES AGREEMENT
(Janitorial Services – RFP No. 18-15-16)

THIS PROFESSIONAL JANITORIAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of 1/24/2017, 2016 by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Chi-Ada Corporation**, a for-profit entity organized and existing under the laws of the State of Florida, having a principal business address at 2750 W. Oakland Park Boulevard, Unit B, Oakland Park, FL 33311 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on April 27, 2016, the City of North Miami (“City”) advertised ***Request for Proposal - Janitorial Services RFP No. 18-15-16***, as amended (“RFP”), seeking competitive proposals from qualified licensed and insured contractors to furnish all materials, equipment, tools, machinery, supervision, expertise, and services necessary to provide janitorial services at City facilities designated by City administration, in accordance with the terms, conditions, and specifications contained in the RFP; and

WHEREAS, in response to the RFP, thirteen (13) contractors submitted proposals from which seven (7) contractors were short-listed and subsequently ranked in accordance with the criteria established in the RFP; and

WHEREAS, the City Evaluation Committee found Supreme International Services, LLC, and Chi-Ada Corporation as the ‘highest’ ranked and ‘second’ highest ranked contractors, respectively, having qualifications and references advantageous to the City in the provision of Services; and

WHEREAS, on August 23, 2016, the Mayor and City Council passed and adopted Resolution No. 2016-R-84, as amended (“Resolution”), approving the City Evaluation Committee’s competitive selection of Supreme International Services, LLC, as the highest ranked contractor in the provision of Services; and

WHEREAS, in accordance with the Resolution, the City Manager and City Attorney were authorized to negotiate and execute an agreement with Supreme International Services, LLC, for an annual amount not to exceed Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, City administration has since attempted to negotiate an agreement with Supreme International Services, LLC, to no avail; and

WHEREAS, on October 17, 2016, Supreme International Services, LLC, formally and voluntarily withdrew from further consideration for an agreement and released the City from any present or future obligations arising from the procurement (or attempted procurement) of Services (“Notice of Withdrawal”); and

WHEREAS, pursuant to the Resolution, the City Manager and City Attorney are authorized to negotiate and execute an agreement with the ‘second’ highest ranked firm, Chi-Ada Corporation, due to failed contract negotiations with Supreme International Services, LLC; and

WHEREAS, the Chi-Ada Corporation has expressed the capability, willingness and expertise to perform the Services pursuant to the terms, conditions and specifications contained in the Contract Documents.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1 The following words, terms and phrases, when used in this Agreement, shall have the following meanings, except when it is clear from the context that another meaning is intended:

Agreement – means this written Agreement between the City and Contractor covering the Services to be performed, pursuant to Contract Documents that are attached hereto or incorporated herein by reference.

Change Order – a written document signed by the Parties authorizing an addition, deletion or revision to the Services to be performed under this Agreement, or an adjustment to the Work Schedule or compensation, issued on or after the effective date of the Agreement.

City Manager – is the Chief Executive Officer of the City with the authority to render decisions necessary to expedite, monitor, and review the quality of Services received. The City Manager may delegate his authority related to this Agreement to the Project Manager or to any other designee from within the City administration.

City’s Project Budget – means the maximum amount of funds allocated annually by the City for the rendition of Services. The City’s Project Budget is not to exceed Two Hundred Thousand Dollars (\$200,000.00) per year, pursuant to Resolution No. 2016-R-84, as amended.

Contract Documents – shall consist of any plans, specifications or Drawings required in the provision of Services; the RFP and all corresponding amendments, addendums, clarifications and inquiries posted in writing by the City administration; Contractor’s response to the RFP (“Proposal”); City Tabulation Sheet; Resolution No. 2016-R-84, as amended, passed and adopted on August 23, 2016, by the Mayor and City Council; related minutes from City Council meeting amending, passing and adopting Resolution No. 2016-R-84; Notice of Withdrawal; Notice to Proceed; Certificates of Insurance; Janitorial Service Bond; copies of current licenses; Service manuals and specifications (if any); any additional documents which are required to be submitted under this Agreement; and all amendments, modifications and supplements, and Change Orders, issued on or after the effective date of this Agreement.

Contract Documents are hereby incorporated by reference and made part of this Agreement. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind: 1) between the City and a Subcontractor or supplier, or 2) between any persons or entities other than the City and Contractor.

Day – shall mean a consecutive “calendar day,” unless specifically designated otherwise.

Drawings – are the graphic and pictorial portions of the Contract Documents that are required for the provision of Services, showing the design, manner, location, number, specifications and dimensions of Work to be provided by the Contractor.

Notice to Proceed – a written notice given by the City administration to the Contractor fixing the date on which the provision of Work shall commence.

Permitting Authority – means (in its singular or plural forms) the City of North Miami, Miami-Dade County, the State of Florida, and/or any other governmental body having jurisdiction over the Services.

Project Manager – one or more designated representative of the City Manager fully acquainted with the Services and with the authority to render decisions necessary to expedite the completion of Services and to render decisions regarding the level of quality of Services. The Project Manager will provide direct interface with the Contractor, relating to the City’s responsibilities and Contractor’s obligations hereunder.

Services or Work – means the act of providing all labor, supervision, materials, equipment, services, tools, machinery, and expertise necessary in the provision of Services at Worksites, including those things reasonably inferable from the Contract Documents necessary to complete Services by the Contractor under this Agreement.

Subcontractor – a party, person or entity retained by Contractor to provide labor, materials, equipment, services or supplies, necessary to complete a specific portion of Services. Subcontractor shall include all sub-Subcontractors, retained directly or indirectly by Contractor.

Term of Agreement – means the period of time not to exceed one (1) year from the effective date of this Agreement, unless terminated earlier by the City Manager pursuant to Article 14, below.

Work Schedule – The Contractor shall provide a Work Schedule reflecting the time for completion of each Worksite. The Work Schedule will be reviewed, and if accepted by the City, the Contractor shall be required to adhere to the approved Work Schedule, unless otherwise authorized by the City in writing. The Work Schedule shall constitute the guaranteed maximum time period upon which Contractor is to complete Services in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the City Manager. Contractor’s failure to adhere to the time specified in a Work Schedule, will be cause for terminating this Agreement by the City Manager.

Worksite – the locations designated by the Project Manager, where Services are to be rendered by Contractor or its Subcontractor under this Agreement, in accordance with the terms, conditions and specifications contained in the Contract Documents.

ARTICLE 3 – INTENT OF AGREEMENT

3.1 Execution of this Agreement is a representation that the Contractor has carefully examined the Contract Documents and the Worksite, and represents that the Contractor is thoroughly familiar with the nature of the Services and the Worksite, the specific conditions under which the Services are to be performed, and all matters which may in any way affect the Contractor or its performance. The Contractor further represents that, as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor’s failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

3.2 The intent of Contract Documents is to include all items necessary for the proper execution and completion of Services by the Contractor. Performance by Contractor shall be required to the extent it is consistent with the Contract Documents and reasonably inferable from them, as being necessary to produce the intended results.

3.3 In the event of conflicting provisions in the specifications, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; and the more expensive item will take precedence over the less expensive.

3.4 Unless otherwise stated in the Contract Documents, words which have well-known technical or industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.5 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

3.5.1 Specific written direction from the City Manager or City Manager’s designee.

3.5.2 This Agreement.

3.5.3 The RFP.

3.6 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to Contractor submitting its Proposal or the right to clarify same shall be waived.

ARTICLE 4 – TERM OF AGREEMENT

4.1 The Term of Agreement shall commence on January 1, 2017, or as otherwise specified in the Notice to Proceed, which is issued by the City’s Purchasing Department and contingent upon the completion and submittal of all required documents.

4.2 The initial term of Agreement shall be for three (3) years, with the first six (6) months being a trial period (“Initial Term”). If the Services provided are satisfactory as determined by the City at the conclusion of the six-month trial period, the Initial Term will continue.

4.3 The initial contract prices, as indicated in Contractor’s Price Proposal Form, shall remain firm and fixed for the Initial Term period. Prior to or upon completion of the Initial Term, the City shall have the option to renew this Agreement for an additional two (2) years on a year-by-year basis. Prior to the renewal of each option year, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Increase, Urban Wage Earners, Miami / Ft Lauderdale.

4.4 Contractor agrees that the Work shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Work Schedule. Failure to achieve timely Services shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the City’s acceptance of such Services.

4.5 Minor adjustments to the time for performance which are approved in writing by the City Manager in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the Work Schedule for the Services will be modified accordingly.

4.6 When, in the opinion of the City Manager, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform Work or any portion thereof, the City Manager may request that the Contractor, within a reasonable time frame set forth in the City Manager’s request, provide adequate assurances to the City Manager in writing, of Contractor’s ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City Manager the requested assurances within the prescribed time frame, the City Manager may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

4.7 Contractor shall be required to show just cause for delays or for additional time requests. Failure to comply with this subparagraph shall be sufficient grounds for the City Manager to find the Contractor in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Contractor until an updated Work Schedule, acceptable to the City Manager is obtained. Such failure shall not be cause for additional time.

4.8 In the event the Work Schedule date is extended, regardless of whether delay is caused by any act or neglect of the City or Force-Majeure Event, or is attributable to the City, the Contractor’s sole and exclusive remedy is an equal extension of time.

4.9 Notwithstanding the provisions of this Article 4, this Agreement may be terminated by the City Manager at any time, with or without cause.

ARTICLE 5 – CONTRACTOR’S COMPENSATION

5.1 Contractor shall be paid for Services completed by Contractor at Worksites to the satisfaction of the City Manager or his designee. The amount of compensation shall be consistent with Contractor’s Price Proposal Form.

5.2 Contractor shall be paid the amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) pursuant to Resolution No. 2016-R-84, as full compensation for Services pursuant to the requirements of the Contract Documents.

5.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) Days written notice to Contractor.

5.4 Contractor shall not withhold payments to Subcontractors if such payments have been made to the Contractor. Before issuance of a final payment, Subcontractors shall submit satisfactory evidence, releases, or waivers that all payrolls, material and supply bills, and other indebtedness connected with the Services have been paid or otherwise satisfied.

5.5 The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled prior to the time of final payment.

5.6 The making of final payment shall not constitute a waiver of any claims by the City and shall not relieve the Contractor of the responsibility for negligence, faulty materials, or defects in workmanship to the extent within the period provided by law and by the warranties provided herein. Upon written notice by the City Manager, the Contractor shall remedy any defects due thereto and pay all expenses for any damages to Worksites or other properties resulting therefrom.

ARTICLE 6 – CONTRACTOR’S SCOPE OF WORK

6.1 Contractor hereby agrees that it will exert every reasonable and diligent effort to ensure that all Services provided by Contractor, including that of its Subcontractors, shall be in accordance with the Contract Documents and shall incorporate the requirements set forth by applicable rules, regulations, codes and statutes of Permitting Authority.

6.2 Contractor covenants to furnish its best skill and judgment in furthering the interests of the City. Contractor agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Services in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the City.

6.3 Contractor shall be responsible for the following items:

6.3.1 Prepare and adhere to Work Schedules for each Worksite which clearly illustrates provision of Services, including periodic updates throughout the duration of the Agreement.

6.3.2 Provide Work delivery options for the timely completion of all phases for efficient scheduling and cost control.

6.3.3 Update cost estimates and make recommendations to keep the Services within the City's Project Budget amount.

6.3.4 Update the Work Schedule and make recommendations for recovery of lost time and shortening the Work Schedule.

6.3.5 Maintain a list of Subcontractors, including local business and workforce participation.

6.3.6 Ensure for bonding of Subcontractors.

6.3.7 Develop and implement procedures to monitor, record, and review all Work, Change Orders, pay requests and compliance with the Contract Documents.

6.3.8 Provide inspection of Services at all Worksites.

6.1.9 Ensure the replacement of nonconforming or substandard Work.

6.4 Contractor shall be responsible for any deficient Work and shall promptly correct or replace such deficient Work without cost to the City. The Contractor shall also be responsible for all damages resulting from any errors and/or omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

6.5 Contractor shall supervise and direct the Work, using the highest quality established by industry standards.

6.6 Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and any employees and other persons performing portions of the Work under on behalf of the Contractor.

6.7 Contractor shall be responsible for and coordinate any and all inspections required by the Permitting Authorities having jurisdiction. Failure to obtain any required approval because of failure of the Contractor to conform to the Contract Documents shall not extend the Work Schedule, and the Contractor shall not be entitled to an increase in compensation.

6.8 Contractor shall employ sufficient, competent personnel who shall be in attendance at the Worksite during the performance of Services.

6.9 Contractor shall develop and maintain a program to assure quality control of the Services. Contractor shall supervise the Work of its employees and Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Contract Documents and shall continue to exert its influence and control over each employees and/or Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The City Manager shall be the final judge of performance and acceptability.

6.10 Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors while on the Worksite. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.11 Contractor shall perform the Work in accordance with the Contract Documents. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City, it shall assume full responsibility for such Work, and shall bear the attributable costs.

6.12 Contractor warrants and accepts that any and all repair work required as a result of negligence while providing Services, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

6.13 Contractor shall not unreasonably encumber the Worksite with personnel, materials or equipment.

6.14 Contractor shall keep the Worksite premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. At completion, the Contractor shall remove from the Worksite all waste materials, debris, rubbish, tools, equipment, machinery and surplus materials.

6.15 Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into this Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into this Agreement with Contractor.

ARTICLE 7 – CITY'S RESPONSIBILITY

7.1 The City Manager shall designate a Project Manager who shall be fully acquainted with the Services and who shall define the lines of authority to approve Change Orders and render decisions promptly and furnish information expeditiously.

7.2 The Project Manager shall provide Contractor with access to Worksites, with reasonable promptness to avoid delay in the orderly progress of the Work.

7.3 If the City becomes aware of any fault or defect in the Services, the City Manager shall give prompt written notice thereof to the Contractor.

7.4 The Project Manager shall communicate with Subcontractors or suppliers only through the Contractor, while such method of communication is effective in maintaining the Work Schedule and quality standards.

7.5 The City expects the Contractor to recognize, coordinate and comply with the Permitting Authorities.

7.6 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the requirements of the Contract Documents, Florida Building Code, and State of Florida, Miami-Dade County and City codes, rules and regulations, then the City Manager, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the City Manager to stop Services shall not give rise to a duty on the part of the City, to the benefit of the Contractor, Subcontractors, or any other person or entity.

ARTICLE 8 – SUBCONTRACTORS

8.1 By an appropriate written agreement, the Contractor shall require that each Subcontractor, to the extent of the Work to be performed by the Subcontractor, be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Contract Documents, assumes towards the City. Said agreements shall preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights.

8.2 The Contractor shall make available to each proposed Subcontractor, prior to the execution of a subcontract, copies of the Contract Documents to which the Subcontractor will be bound to.

8.3 On subcontracts where the amount exceeds One Hundred Thousand Dollars (\$100,000.00), the Contractor shall require Subcontractors to provide a performance Bond and a labor and material payment Bond for One Hundred percent (100%) of the subcontract value, for each of the two Bonds. The Bonds shall be issued from a Surety company authorized to do business in the State of Florida by the Department of Insurance. If the Contractor wishes to award subcontracts to Subcontractors unable to supply this bonding, Contractor shall request special authorization by the City to do so. Upon providing justifiable background information, such authorization shall not be unreasonably withheld.

8.4 Subcontractor must submit experience, bonding capability and financial condition to Contractor. The Subcontractors experience, bonding capability and financial condition must demonstrate that adequate assets and equipment are available to properly perform the subcontract.

8.5 Subcontractors' exclusive remedy for delays in the performance of the Agreement caused by Force Majeure events or by delays claimed to be caused by the City, or attributable to the City, or on claims based on breach of contract or negligence, shall be an extension of its subcontract time.

8.6 Contractor shall be responsible to the City for the acts and omissions of its employees, agents and Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

ARTICLE 9 - INDEPENDENT CONTRACTOR

9.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City,

nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance, as required by Florida law, for any employee or agent of Contractor rendering Work to the City under this Agreement.

ARTICLE 10 - CHANGES IN THE WORK

10.1 The City Manager, without invalidating this Agreement, may order changes in the work within the general scope of this Agreement consisting of additions, deletions or other revisions, except for Contractor's compensation amount.

10.2 Changes in the Services shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. Before any Work is begun on any Change Order, a written authorization from the City Manager must be issued.

ARTICLE 11 - ENVIRONMENTAL AND SAFETY REQUIREMENTS

11.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

11.2 Contractor shall provide a safety program for the Work to meet U.S. Department of Labor Occupational Safety and Health Administration (OSHA) requirements and monitor Subcontractors for compliance in the performance of Work in accordance with the best acceptable safety practice.

11.3 Contractor shall schedule the services of independent testing laboratories required by Permitting Authorities to provide the necessary testing of materials to ensure conformance with environmental regulations.

11.4 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

11.4.1 Workers or Subcontractors on the Worksite and all other persons who may be affected thereby.

11.4.2 Materials and equipment to be incorporated in the Services, whether in storage on or off the Worksite, under care, custody or control of the Contractor or Subcontractors;

11.4.3 Other public or private property at the Worksite and adjacent thereto;

11.4.4 All alcoholic beverages, smoking and drugs shall be prohibited from the Worksite.

11.5 All workers on the Worksite shall wear appropriate and uniform-like attire and shall have visible identification as being employees of the Contractor or Subcontractor.

11.6 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property,

their protection from damage, injury or loss in accordance with the Safety and Health Regulations for Construction, 29 C.F.R. § 1926, as amended from time to time.

11.7 Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting caution/danger signs and other warnings against hazards.

11.8 Contractor shall promptly remedy any damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them and whose acts are not attributable to the fault or negligence of the Contractor.

11.9 Contractor shall designate a responsible person at the Worksite whose duty shall be prevention of accidents or injury to property or person.

11.10 Contractor shall not load or permit any part of the Worksite to be so loaded or congested, so as to endanger the Worksite, any property, or deteriorate safety conditions.

11.11 Contractor shall promptly report to the Project Manager all accidents arising out of or in connection with the Work.

ARTICLE 12 – CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the City or Permitting Authorities or failing to conform to the requirements of the Contract Documents, whether observed before or after the completion of the Services. The Contractor shall bear costs of correcting such rejected Work.

12.2 All corrections shall be made within one (1) Day after such rejected defects, deficiencies, and/or non-conformances are reported to Contractor by the Project Manager.

12.3 Contractor shall bear the cost of correcting destroyed or damaged portions of any property, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.4 If the City Manager prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City Manager may do so instead of requiring its removal and correction, in which case the compensation amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 - CONFLICTS OF INTEREST

13.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

13.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 14 – CITY’S TERMINATION RIGHTS

14.1 The City reserves the right, to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) Days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 15 - NOTICES

15.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Chi-Ada Corporation
Attn: Bart Okoro, President
135 NW 163rd Street
Miami Gardens, FL 33169
Phone: (954) 777-5177
Email: bokoro@chiadacorporation.com

To City: City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to: City of North Miami
Attn: City Attorney
776 N.E. 125th Street
North Miami, Florida 33161

15.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

15.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 16 - INDEMNIFICATION

16.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, Subcontractors, employees and managers in the performance of Work under this Agreement.

16.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, Subcontractors, suppliers, or other persons directly or indirectly employed by its Subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

16.3 The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment's or discharge of such obligations.

16.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's lien against the real property on which the Work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any Work, labor, services, material, equipment, or other items furnished in connection with the Work, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within ten (10) Days of the filing or from receipt of written notice from the City Manager.

16.5 Contractor has visited the Worksite and is familiar with the local conditions under which the Work are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City Manager.

16.6 Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

16.7 Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the Services into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

16.8 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 17 - INSURANCE

17.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing all required insurance coverage, as more particularly described in the RFP, with the following minimum coverage:

17.1.1 Commercial General Liability - With dedicated minimum limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for three (3) years after completion of Services.

17.1.2 Commercial Automobile Liability - With minimum limit of One Million Dollars (\$1,000,000.00) covering any automobile including non-owned, hired or leased vehicles.

17.1.3 Worker's Compensation - As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

17.2 Contractor shall not commence Work under this Agreement until after Contractor has obtained all of the minimum insurance coverage prescribed in the RFP and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

17.3 The City shall be named as an additional insured for claims caused in whole or in part by the Contractor, Subcontractor's, employees or assignee's negligent acts or omissions during the term of this Agreement. This provision shall not limit the City's recovery for coverage under the Contractor's insurance policy.

17.4 Contractor shall not permit any Subcontractor to begin Services until after similar minimum insurance to cover Subcontractor has been obtained and approved.

17.5 In the event the insurance certificate provided by Contractor or Subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) Days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.

17.6 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 18 – JANITORIAL SERVICE BOND

18.1 The Contractor is required to furnish to the City a Janitorial Service Bond ("Bond") in the amount of One Hundred Thousand Dollars (\$100,000.00). Such Bond may be in the following

form: 1) a Cashier's Check, made payable to the City of North Miami; 2) a bond written by a surety company authorized to do business in the State of Florida, in accordance with Section 255.05, Florida Statutes (2016); or 3) an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Agreement and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City Manager. The City Manager, to draw on same, would merely have to give written notice to the bank with a copy to the Contractor.

18.2 The Bond shall secure and guarantee Contractor's faithful performance of this Agreement, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Bond shall secure and guarantee payment of all Subcontractors performing labor under this Agreement and furnishing supplies, materials or services in connection herewith. This Bond shall be in effect through the duration of the Agreement.

18.3 The Bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Bond required hereunder shall be executed by a responsible surety licensed in the State of Florida, and have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+. The Contractor shall require the attorney in fact who executes the required Bond on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

18.4 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, Contractor shall within three (3) Days substitute another Bond and surety, both of which must be acceptable to City Manager. If Contractor fails to make such substitution, City Manager may procure such required Bond on behalf of Contractor at Contractor's expense.

18.5 The City may, in the City's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of Contractor under the Contract Documents and obtain consents as necessary to protect the City's rights, interest, privileges and benefits under and pursuant to any Bond issued in connection with the Services.

18.6 Contractor shall indemnify and hold harmless the City and any agents, employees, representative from and against any claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of Contractor to procure the Bond required herein.

ARTICLE 19 - FORCE MAJEURE

19.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days,

if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 20 – NON-EXCLUSIVE AGREEMENT

20.1 The Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Work.

20.2 The City reserves the right to perform Work or operations related to the Services with the City's own forces, or through the award of one or more separate contracts to one or more separate contractors if the scope of the work changes during the term of this Agreement and the City and Contractor are unable to agree as to the Contractor's timely performance of such changed scope of work. Additionally, the City Manager reserves the right to award separate contracts in connection with other portions of the Services or other operations on the Worksite under conditions identical or substantially similar to these.

ARTICLE 21 – EMERGENCIES

21.1 In any emergency affecting the safety of persons or property, the Contractor shall act at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 22 – PUBLIC RECORDS

22.1 Contractor understands that the City is a public agency under Florida Law and that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions, limitations and exemptions of Chapter 119, Florida Statutes, and agrees to allow access as applicable by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement, and any extensions hereof, by the City Manager. As required by Section 119.0701(2)(a), Florida Statutes (2016), for this Agreement as a contract for Services:

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 305-893-6511, EXTENSION 12244, FMEDRANDA@NORTHMIAMIFL.GOV, CITY OF NORTH MIAMI, OFFICE OF THE CITY MANAGER, 776 NE 125TH STREET, NORTH MIAMI, FLORIDA 33161.

22.2 Additionally, pursuant to Section 119.0701(2)(b), Florida Statutes (2016), Contractor under this Agreement, and any extension hereof, must comply with Florida public record laws, and as a Contractor with the City as a public agency, must:

22.2.1 Keep and maintain public records required by the public agency to perform the Service.

22.2.2 Upon request from the public agency's custodian of public records, provide the public agency 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.

22.2.3 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 public agency.

22.2.4 Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, 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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

22.3 Contractor and City understand that Section 119.0701(3), Florida Statutes (2016), further requires that:

22.3.1 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

22.3.2 If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

22.3.3 A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

22.4 Contractor and City understand that Section 119.0701(4), Florida Statutes (2016), provides that:

22.4.1 If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

22.4.2 A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

22.4.3 A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

22.5 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City Manager.

22.6 In the event the Agreement is terminated, Contractor agrees to provide the City Manager all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 23 - DEFAULT

23.1 In the event the Contractor fails to comply with any provision of this Agreement, the City Manager may declare the Contractor in default by written notification. The City Manager shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) Days after receiving notice of default from the City Manager. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Work. In the event partial payment has been made for such Work not completed, the Contractor shall return such sums due to the City Manager within ten (10) Days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

24.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

24.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

24.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

24.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

24.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

24.6 The City Manager reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Work and for a period of three (3) years after final payment is made under this Agreement.

24.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

24.8 Work shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City Manager.

24.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

24.10 The professional Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City Manager from engaging other firms to perform Work.

24.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

24.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

24.13 All other terms, conditions and requirements contained in the RFP, which have not been modified by this Agreement, shall remain in full force and effect.

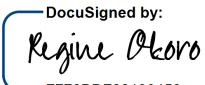
24.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.


24.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Chi-Ada Corporation, a Florida for-profit entity,
"Contractor":

By: 
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By: 
E455AB32A3F045E...

Print Name: Regine Okoro

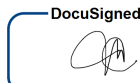
Print Name: Bart Okoro


Date: 1/20/2017

Date: 1/20/2017

ATTEST:

City of North Miami, a Florida municipal corporation,
"City":

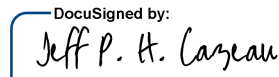
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Michael A. Etienne, Esq.
City Clerk

Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
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Jeff P. H. Cazeau, Esq.
City Attorney