

RESOLUTION 19R-08-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF QUALIFIED FIRMS PURSUANT TO RFP #2019-044 FOR THE INSTALLATION OF FENCING LOCATED AT 1st N.W. 33rd TERRACE AS RECOMMENDED BY THE EVALUATION COMMITTEE IN AN AMOUNT NOT TO EXCEED \$34,691.65; PROVIDING FOR PAYMENT FROM VARIOUS BUDGET CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA)

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. The following are ranked to be negotiated with to install fencing at 1st N.W. 33rd Terrace, pursuant to RFP #2019-044 as recommended by the Evaluation Committee:

1. TECHGROUPONE, INC.
2. TROPIC FENCE, INC.
3. FENCE MASTERS, INC.
4. COAST TO COAST GARAGE DOORS, LLC.
5. CUNANO BUILDERS CORPORATION

SECTION 2. The City Commission hereby authorizes the City Manager, or any designee thereof, to negotiate an agreement with the first ranked selected firm to provide Underwriting services pursuant to RFP #2019-044. If an agreement cannot be reached with the first selected firm, then the City Manager, or his designee, shall attempt to negotiate an agreement with the next highest ranked firm, or go out to re-bid if no other firms are ranked, until all services are under contract.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DATED this 26 day of August, 2019.

PASSED AND ADOPTED on first reading this 26 day of August, 2019.



PRESIDING OFFICER

ATTEST:



CITY CLERK

MOTION
SECOND

Bates
Grant

M. BATES
H. BERGER
R. CAMPBELL
D. GRANT
K. THURSTON

Yes
Yes
Yes
Yes
Yes

Approved as to Form



W. Earl Hall
City Attorney



City of Lauderhill

City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 19R-3339

File ID: 19R-3339	Type: Resolution	Status: Agenda Ready
Version: 1	Reference:	In Control: Finance Department
		File Created: 08/13/2019
File Name: RFP 2019-044 INSTALLATION OF FENCING		Final Action:

Title: RESOLUTION 19R-08-165: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF QUALIFIED FIRMS PURSUANT TO RFP #2019-044 FOR THE INSTALLATION OF FENCING LOCATED AT 1st N.W. 33rd TERRACE AS RECOMMENDED BY THE EVALUATION COMMITTEE IN AN AMOUNT NOT TO EXCEED \$34,691.65; PROVIDING FOR PAYMENT FROM VARIOUS BUDGET CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Notes:

Sponsors: Faranda

Enactment Date:

Attachments: RES-19R-08-165-Ranking-Fencing.pdf, FINAL RANKING RFP 2019-044 INSTALLATION OF FENCING, Techgroupone Proposal, FILE NOTIFICATION

Enactment Number:

Contact:

Hearing Date:

* **Drafter:** David Campbell

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 19R-3339

RESOLUTION 19R-08-165: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE RANKING OF QUALIFIED FIRMS PURSUANT TO RFP #2019-044 FOR THE INSTALLATION OF FENCING LOCATED AT 1st N.W. 33rd TERRACE AS RECOMMENDED BY THE EVALUATION COMMITTEE IN AN AMOUNT NOT TO EXCEED \$34,691.65; PROVIDING FOR PAYMENT FROM VARIOUS BUDGET CODE NUMBERS; PROVIDING FOR AN

EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Request Action:

A RESOLUTION IS REQUESTED FROM THE CITY COMMISSION TO APPROVE THE RANKING OF QUALIFIED FIRMS FOR RFP 2019-044 INSTALLATION OF FENCING LOCATED AT 1ST NW 33RD TERRACE AS RECOMMENDED BY THE EVALUATION COMMITTEE NOT TO EXCEED \$34,691.65

Need:

ACTION IS NEEDED TO APPROVE THE RANKING OF QUALIFIED FIRMS FOR RFP 2019-044 INSTALLATION OF FENCING LOCATED AT 1ST NW 33RD TERRACE AS RECOMMENDED BY THE EVALUATION COMMITTEE

Summary Explanation/ Background:

THE CITY OF LAUDERHILL SOLICITED PROPOSALS FROM INTERESTED PARTIES FOR INSTALLATION OF FENCING SERVICES LOCATED AT 1ST NW 33RD TERRACE. FIVE FIRMS RESPONDED TO THE SOLICITATION AND THE EVALUATION COMMITTEE RANKED THE SUBMITTALS AND RECOMMENDED AS FOLLOWS:

1. TECHGROUPONE, INC.
2. TROPIC FENCE, INC.
3. FENCE MASTERS, INC.
4. COAST TO COAST GARAGE DOORS, LLC.
5. CUNANO BUILDERS CORPORATION

IN THE EVENT THE TOP RANKED FIRM IS UNABLE TO MEET THE NEEDS OF THE CITY OR THE CITY MANAGER IS UNABLE TO NEGOTIATE A CONTRACT, STAFF WILL CONTINUE TO THE NEXT FIRM UNTIL THE RANKED LIST HAS BEEN EXHAUSTED.

Attachments:

- 1) RANKING/EVALUATION SHEET
- 2) TECHGROUPONE, INC. PROPOSAL
- 3) ORIGINAL FILE NOTIFICATION

Cost Summary/ Fiscal Impact:

VARIOUS BUDGET CODES NOT TO EXCEED \$34,691.65

Master Plan:

Goal 1: Clean, Green Sustainable Environment

- Increase mass transit ridership
- Reduce City energy consumption
- Reduce water consumption

Goal 2: Safe and Secure City of Lauderhill

- Crime in lower 50% in Broward
- Residents feel safe in neighborhood

Reduce emergency fatalities

Goal 3: Open Spaces and Active Lifestyle for all ages

- Increase participation in youth sports Add new park land and amenities
 Increase attendance at cultural programs and classes

Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas

- Increase commercial tax base Increase employment in Lauderhill businesses
 Decrease noxious and blighted uses in commercial areas

Goal 5: Quality Housing at all Price Ranges and Attractive Communities

- Neighborhood signs and active HOAs Housing & streets improved, litter reduced
 Increase proportion of single family homes and owner occupied housing

Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity

- Improves City efficiency Increase use of Information Technology
 Increases residents perception of Lauderhill as an excellent place to live



TECHGROUPONE COST SCHEDULE

Updated 8/6/2019

Item	Description	Unit	Qty	Unit price	Total
	<u>Demolition</u>				
C	Remove and Disposal Chain Link Fence	LF	20.00	6.84	136.89
B	Asphalt removal & disposal	SQF	320.00	4.40	1,408.26
	<u>New Installation</u>				
					<u>32,279.20</u>
A	Permits & drawings	LS	1.00	367.65	367.65
K	Layout	HR	4.00	40.94	163.77
D	M.O.T	LS	1.00	400.00	400.00
E	Supply and Install steel galvanized picket top curved fence	FT	302.00	73.29	22,134.95
F	Supply and Install 2 double gates 2x8' and 2x11'	LS	1.00	3,594.75	3,594.75
L	Painting Fence	LF	343.00	5.88	2,017.65
G	Footings	EA	54.00	27.16	1,466.82
I	Mobilization	LS	1.00	2,133.62	2,133.62
	TOTAL BASE QUOTE				33,824.36
	Bid Bond				867.29
	TOTAL QUOTE				34,691.65



Phone: (305) 517-3040
Email: contractor@techgroupone.com

**ORIGINAL BID(S) ARE ON FILE IN THE
PURCHASING DEPARTMENT OR THE
CITY CLERK'S OFFICE**

PLEASE CONTACT PURCHASING AT
(954) 730-3044

OR

CITY CLERK'S OFFICE AT
(954) 730-3010

CONTRACT

THIS CONTRACT ("Contract"), effective as of the date of the last party to sign below, is between the City of Lauderhill ("Owner"), having an address at 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 and TechGroupOne Inc. ("Contractor") having an address at 8504 NW 66th Street, Miami, FL 33166.

WHEREAS, the Contractor submitted a written response to City of Lauderhill RFP 2019-044, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the proposal submitted to the City of Lauderhill by Contractor is attached to this agreement as Exhibit B and made a part hereof; and

WHEREAS, on August 26, 2019 the Lauderhill City Commission approved Resolution Number 19R-08-165 and approved the award to the Contractor; a copy Resolution NO.19R-08-165 is attached hereto and incorporated by reference as Exhibit C.

For valuable consideration, the parties hereby agree as follows:

1. **SCOPE OF WORK:** The intent of this project is to remove and replace fencing located at 1 NW 33rd Terrace, Lauderhill, Florida 33311. The work includes, but is not limited to, the following:

The intent of this project is to remove all existing fencing and replace with approximately 340 feet of steel curved fence and gates welded in place 8 feet high located at 1 NW 33rd Terrace, Lauderhill, Florida 33311. All fencing and gates shall be located in the public right of way.

Contractor shall furnish all labor, materials, equipment and supervision to perform all work necessary to fulfill the terms of RFP 2019-044 all in full and complete accordance to the following Contract Documents, which are attached hereto and incorporated by reference as a part of this contract:

- A. This Agreement – Document 00500
- B. Notice to Bidders – 00020
- C. Instructions to Bidders – Document 00100
- D. Bid Checklist – 00101
- E. Bid Form – Document 00300
- F. Price Bid Sheet – Document 00310
- G. Bid Bond – 00401
- H. Public Entity Crimes Statement – Document 00402
- I. Trench Safety Form – Document 00403
- J. Bidder's Qualification Form – Document 00420
- K. Subcontractor List – Document 00421
- L. Litigation History – Document 00450
- M. Non-collusive affidavit – Document 00480

- N. Debarment Certification – Document 00490
- O. Certified Resolution – Document 00495
- P. Payment Bond – Document 00600
- Q. Performance Bond – Document 00601
- R. OSHA Conformance – Document 00650
- S. General Conditions – Document 00700
- T. Special Terms and Conditions – Document 00801
- U. Specifications – Applicable Sections 01000 through 16000
- V. Insurance Certificates
- W. Engineering and /or Construction Documents
- X. Supporting Documents

2. **WORK SITE:** The project shall be constructed on the in the City of Lauderhill at 1 NW 33rd Terrace, Lauderhill, FL 33311 (hereafter “the Project Site”).

3. **TIME OF COMPLETION:** The Contractor shall commence the Work proposed under this Agreement on a date to be specified in a written Notice to Proceed by the Owner and shall fully complete all work within the time stipulated in the Proposal/Bid. Contractor shall commence the work to be performed under this Contract 15 day after the issuance of the notice to proceed and shall substantially complete the work on or before 45 days. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.

4. **LIQUIDATED DAMAGES:** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Projects are not completed within the times specified in this agreement. The Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Project is not completed on time. Accordingly, instead of requiring such proof,

Owner and contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the completion date stated in paragraph 2 above.

5. **MATERIALS:** Contractor must produce samples of all materials to be used for the Project to the Owner and receive the Owner’s written approval for use of the specific materials prior to utilization of any such materials in the project.

6. **INTERRUPTION/SECURING JOB SITE:** Contractor will take whatever steps necessary to adequately and safely secure the Job Site. However, contractor understands that the project is to be performed with minimal interruption to the existing everyday activities. In the event of an interruption of activities, such interruption shall not exceed eight (8) hours duration and Contractor shall provide Owner with no less than forty-eight (48) hours notice prior to commencing any such interruptions.

7. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill

shall be waived, all other fees shall be included as part of the Project price.

8. **INSURANCE:** Contractor shall maintain general liability, workers compensation, builder's risk insurance and all other forms of insurance and/or bonds as specifically required in RFP 2019-044. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from such form and amount with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

9. **SURVEY AND TITLE:** If the Project is near the Owner's property boundary, Owner will point out property lines to the Contractor. If the Owner or Contractor has any doubt about the location of the property lines, Owner shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Owner shall provide Contractor documentation that Owner has title to the Work Site and shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Work Site,

10. **CHANGES TO SCOPE OF WORK:** The Owner shall not accept any change orders from the Contractor for the Project. By executing this agreement, Contractor specifically acknowledges that Contractor has performed due diligence and will perform the work for the price stated in Contractor's bid that was accepted by the City of Lauderhill City Commission by Resolution Number 19R-08-165 on August 26, 2019.

11. **CONTRACT PRICE:** Owner agrees to pay Contractor a sum not to exceed \$34,691.65 for performing the services set forth in the scope of the work and RFP #2019-044. Contractor shall be paid based upon Applications for Payment submitted to the owner by the Contractor. The Owner shall make progress payments on account of the Contract Sum to the Contractor as follows:

- A. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- B. Each Application for Payment shall be accompanied with a written statement signed by the Contractor or City Engineer (select one and cross out the other) certifying satisfactory completion of the required percentage of the Project.
- C. Owner shall pay within thirty (30) calendar days of receipt of Contractor's proper invoice.
- D. Owner shall retain Ten Percent (10%) of the total Project until the Project is completed pursuant to this agreement.
- E. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- F. Owner shall make final payment to Contractor, including retained funds, after the

project has been completed to the satisfaction of the owner and all appropriate releases and waivers of lien have been provided to the Owner.

- G. Payment Bond(s) and Performance Bond(s) must be provided to Owner upon execution of this contract, which is deemed to be incorporated herein, and which must remain in full force and effect during the entire term of the Project.

12. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

13. TERMINATION FOR CAUSE

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule;
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's disregard of the authority of Capital Projects Manager or designee; or
 4. Contractor's violation in any substantial way of any provisions of the contract documents.
- B. If one or more of the events identified in paragraph 11 occur, Owner may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by the Projects Manager or designee as to their reasonableness and, when so approved by the Projects

Manager or designee, incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.

- C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
 - 1. for completed and acceptable work executed in accordance with contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 - 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
 - 4. for reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15. INTERPRETATION:

A. Entire Agreement. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

B. Governing Law. This Contract shall be interpreted and governed in accordance with the laws of the State of Florida.

16. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

17. PERFORMANCE:

A. Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

B. All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

C. Contractor agrees to remove all debris and leave the premises in clean condition appropriate to the usage of said premises.

D. The rate of wages for all laborers, mechanics, and apprentices employed by the Contractor or any Subcontractor on the work covered by this Contract shall not be less than the prevailing rates of wages for similar skills or classifications.

E. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner.

F. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for the period and in the manner described in the General Terms and Conditions and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer.

18. RECORDS AND AUDIT

A. Access to Public Records

(1) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

B. Protection of Trade Secrets or Other Confidential Information

(1) If the Contractor considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as “confidential” when submitted to the CITY.

(2) If the CITY receives a public records request for contract-related materials designated by the Contractor as “confidential,” the CITY will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the CITY will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

(3) If the CITY is served with a request for discovery of contract-related materials designated “confidential,” the CITY will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

(4) The Contractor shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

C. Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

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 954-730-3011, clerk@laudherhill-fl.gov, 5581 W. OAKLAND PARK BLVD. LAUDERHILL, FL 33313.

19. Indemnification:

INDEMNIFICATION: CONTRACTOR shall indemnify, defend, save and hold harmless the CITY and the CITY'S elected officials, public employees, consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work including the work of anyone directly or indirectly employed by the CONTRACTOR, agent, consultant or independent contractor, provided that such claim, damage, loss or expense is caused in whole or in part by the negligent or intentional act or omission of the Contractor anyone directly or indirectly employed by the CONTRACTOR. The CONTRACTOR shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the City of Lauderhill shall have the right, at its option, to participate in the defense of any such action without relieving the CONTRACTOR of any obligation hereunder.

19.1 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

19.2 Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or be construed to waive CITY'S rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this paragraph and its subparts.

20. JURISDICTION AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

21. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is

intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY:

Charles Faranda, City Manager
Lauderhill City Hall
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313

With a copy to:

City Attorney
8850 W. Oakland Park Blvd, Suite 101
Sunrise, FL 33351

CONTRACTOR:

TechGroupOne, Inc.
8504 NW 66th Street
Miami, FL 33166

22. **NO PARTNERSHIP:** Nothing contained herein shall create or be construed as creating a partnership between the City and Contractor or to constitute the Contractor an agent of the City.

23. **CONFLICT OF INTEREST:** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required in this Agreement.

24. **PROHIBITION OF GIFTS:** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any city employee, as set forth in Chapter 112, Part III, Florida Statutes.

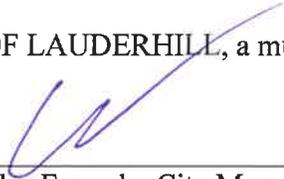
25. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Lauderhill agrees that the Contractor can extend pricing, terms and conditions of the solicitation and this Agreement to other governmental entities.

26. **AGREEMENT TERMS:** If any portion of this agreement is held invalid or otherwise unenforceable, in whole or in part, the remaining portion of the agreement shall remain in effect.

27. **ASSIGNMENT:** Contractor shall not assign this Agreement or any part thereof, without the prior written consent of the City. Any attempt to assign or otherwise transfer this Agreement, or any part thereof, without the City's written consent, shall be void.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF LAUDERHILL, a municipal corporation

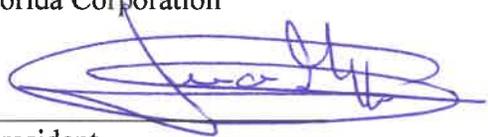
By 
Charles Faranda, City Manager

12 day of September 2019

Approved as to form by:


W. Earl Hall
City Attorney, City of Lauderhill

TechGroupOne, Inc.
a Florida Corporation

By 
President

Title Juan C Maggi

9 day of September 2019