

**RESOLUTION NO. R-2012-126**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE BARON GROUP, INC., D/B/A BARON SIGN MANUFACTURING, TO COMPLETE PHASE III OF THE WAYFINDING SIGN PROGRAM BY JUNE 2013, AT AN ADDITIONAL COST NOT TO EXCEED FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$435,000.00), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE CITY'S INVITATION FOR BID #61-09-10 GATEWAY SIGNS (FURNISH & INSTALL); PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, on September 13, 2010, the City of North Miami ("City") advertised *Invitation For Bid #61-09-10 Gateway Signs (Furnish & Install)* ("IFB") seeking qualified contractors for the provision of labor, supervision, materials, equipment, tools and services necessary to furnish and install gateway signs on an as needed basis, at locations throughout the City designated by City administration ("Services"); and

**WHEREAS**, in response to the IFB, The Baron Group, Inc., d/b/a Baron Sign Manufacturing ("Contractor") submitted its proposal and was evaluated by the City as the lowest responsive, responsible bidder whose bid, qualifications and references were the most advantageous to the City; and

**WHEREAS**, on November 4, 2010, the City executed a Professional Services Agreement with Contractor for the provision of Services, in accordance with the terms, conditions and specifications contained in the IFB ("Agreement"); and

**WHEREAS**, on December 14, 2010, the Mayor and City Council authorized a Purchase Order in the amount not to exceed Three Hundred Thousand Dollars (\$300,000.000), for the provision of requested Services; and

**WHEREAS**, on August 28, 2012, the Mayor and City Council passed and adopted Resolution No. R-2012-102, authorizing City administration, in conjunction with Contractor, to

develop a design and message schedule for the installation of the City's Wayfinding Signs, consistent with the criteria outlined in Rule 14-51.030, Florida Administrative Code, advancing the vision of the City's Comprehensive Plan; and

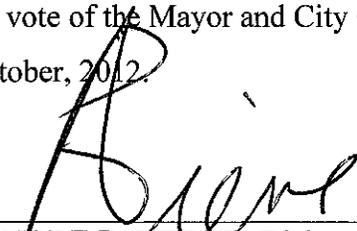
**WHEREAS**, the City administration respectfully requests that the Mayor and City Council approve an amendment to Agreement in order to complete Phase III of the Wayfinding Sign Program by June 2013, at an additional cost not to exceed Four Hundred Thirty-Five Thousand Dollars (\$435,000.00), in accordance with the terms, conditions and specifications contained in the City's IFB.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Authorization of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute an Amendment to Professional Services Agreement, in substantially the attached form, between the City of North Miami and The Baron Group, Inc., d/b/a Baron Sign Manufacturing, to complete Phase III of the Wayfinding Sign Program by June 2013, at an additional cost not to exceed Four Hundred Thirty-Five Thousand Dollars (\$435,000.00), in accordance with the terms, conditions and specifications contained in the City's Invitation for Bid #61-09-10 Gateway Signs (Furnish & Install).

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

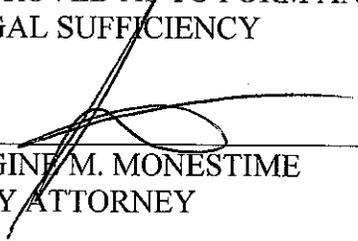
**PASSED AND ADOPTED** by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 9 day of October, 2012.

  
\_\_\_\_\_  
ANDRE D. PIERRE, ESQ.  
MAYOR

ATTEST:

  
\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY



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REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Councilman Marcellus

**Vote:**

|                                      |              |       |               |      |
|--------------------------------------|--------------|-------|---------------|------|
| Mayor Andre D. Pierre, Esq.          | <u>  x  </u> | (Yes) | <u>      </u> | (No) |
| Vice Mayor Marie Erlande Steril      | <u>  x  </u> | (Yes) | <u>      </u> | (No) |
| Councilperson Michael R. Blynn, Esq. | <u>  x  </u> | (Yes) | <u>      </u> | (No) |
| Councilperson Scott Galvin           | <u>  x  </u> | (Yes) | <u>      </u> | (No) |
| Councilperson Jean R. Marcellus      | <u>  x  </u> | (Yes) | <u>      </u> | (No) |

**CITY OF NORTH MIAMI**  
**AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**  
(BID #61-09-10)

**THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** ("Amendment") is entered into this \_\_\_ day of \_\_\_\_\_, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125<sup>th</sup> Street, North Miami, FL 33161 ("City"), and **The Baron Group, Inc., d/b/a Baron Sign Manufacturing**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 900 13<sup>th</sup> Street West, Riviera Beach, FL 33404 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on September 13, 2010, the City of North Miami ("City") advertised *Invitation For Bid #61-09-10 Gateway Signs (Furnish & Install)* ("IFB") seeking a qualified contractor for the provision of labor, supervision, materials, equipment, tools and services necessary to furnish and install gateway signs on an as needed basis, at locations throughout the City designated by City administration ("Services"); and

**WHEREAS**, Contractor submitted its proposal in response to the IFB, and was evaluated by the City as the lowest responsive, responsible bidder whose bid, qualifications and references were the most advantageous to the City; and

**WHEREAS**, on November 4, 2010, the City executed a Professional Services Agreement with Contractor for the provision of Services, in accordance with the terms, conditions and specifications contained in the IFB ("Agreement"); and

**WHEREAS**, on August 28, 2012, the Mayor and City Council passed and adopted Resolution No. R-2012-102, authorizing City administration, in conjunction with Contractor, to develop a design and message schedule for the installation of the City's Wayfinding Signs, consistent with the criteria outlined in Rule 14-51.030, Florida Administrative Code; and

**WHEREAS**, the City administration desires to amend the Agreement in order to complete Phase III of the Wayfinding Sign Program, at an additional cost not to exceed Four Hundred Thirty Five Thousand Dollars (\$435,000.00), in accordance with the terms, conditions and specifications contained in the City's IFB; and

**WHEREAS**, on \_\_\_\_\_, 2012, the Mayor and City Council passed and adopted Resolution No. R-2012- \_\_\_\_, authorizing the City Manager to execute this Amendment, in the best interest of the City.

**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:

1. This Amendment is incorporated into and made part of the Agreement executed by the Parties on November 4, 2010, attached hereto as "Exhibit A".

2. **Article 3. TIME FOR PERFORMANCE** - Section 3.1 of the Agreement is hereby modified to provide a Services completion date of June 30, 2013.

3. **Article 4. COMPENSATION**- Section 6.1 of the Agreement is hereby amended to reflect an additional amount not to exceed Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) for the provision of Services included in the Scope of Work for Wayfinding Sign Program – Phase III, attached hereto as "Exhibit B".

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement which have not been modified by this Amendment, shall remain in full force and effect.

7. This Amendment 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.

*[The remainder of this page is intentionally left blank.]*

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:

The Baron Group, Inc., d/b/a Baron Sign Manufacturing, a Florida for-profit corporation:  
"Contractor"

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

By: \_\_\_\_\_

Michael A. Etienne  
City Clerk

By: \_\_\_\_\_

Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Regine M. Monestime  
City Attorney

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into this 4 day of ~~November~~, 2010 by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL ("City") and **The Baron Group**, a Florida Corporation, having its principal office at 900 13<sup>th</sup> Street West, Riviera Beach, FL 33404 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on **September 13, 2010**, the City advertised *Invitation For Bid #61-09-10 Gateway Signs (Furnish & Install)* ("IFB") seeking qualified contractors for the provision of labor, supervision, materials, equipment, tools and services necessary to furnish and install gateway signs on an as needed basis, at locations designated by the City ("Services"); and

**WHEREAS**, the Contractor submitted its proposal accordingly, and was evaluated by the City as the lowest responsive, responsible bidder whose bid, qualifications and references were the most advantageous to the City; and

**WHEREAS**, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the IFB; and

**WHEREAS**, the City Manager finds that entering into an agreement with Contractor for the provision of Services, is in the City's best interests.

**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 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City of North Miami *Invitation For Bid #61-09-10 Gateway Signs (Furnish & Install)*, attached hereto by reference;

2.1.2 Contractor's response to the IFB ("Bid"), attached hereto as Exhibit "A";

2.1.3 City of North Miami Contract Award/Summary Sheet, attached hereto as Exhibit "B"; and

2.1.4 Any additional documents which are required to be submitted in the provision of Services.

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

- 2.2.1 Specific written direction from the City Manager or City Manager's designee.
- 2.2.2 This Agreement.
- 2.2.3 The IFB.

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

### ARTICLE 3 - TIME FOR PERFORMANCE

3.1 Time for Performance shall commence within ten (10) days after the Notice to Proceed is issued by the City, and shall not exceed Ninety (90) days excluding City observed holidays and weekends. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely performance shall be regarded as a material breach of this Agreement, subject to the appropriate remedies available at law, including liquidated damages. Contractor agrees that an extension to the Time for Performance must be approved by the City in writing.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City 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 the requested assurances within the prescribed time frame, the City 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.

### ARTICLE 4 - SCOPE OF SERVICES

4.1 The Contractor will provide all the required labor, supervision, materials, equipment, tools and services necessary for the completion of Services on an as needed basis, at locations designated by the City. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

4.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

4.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

4.4 The Contractor shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a worksite remain open to the public whenever and wherever possible, and that sufficient signage is provided to direct the public or other invitees during performance of the Services. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

4.5 Any material or waste generated by Contractor or its employees, agents and subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

4.6 The Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services, and shall leave the worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures. *ALL LOCATED UTILITIES AND DAMAGE STRUCTURES WILL BE AUDITED. BARON CANNOT BE RESPONSIBLE FOR UTILITIES NOT IDENTIFIED PRIOR TO INSTALLATION*

4.7 The Contractor shall exercise due caution in the performance of this Agreement to minimize the possibility of damage to utilities resulting from its activities. Contractor shall verify the location of all overhead and underground utilities prior to any excavation, including notifying the Underground Notification Center (1-800-432-4770) and the City's Public Works Department of any proposed excavation locations.

4.8 Services shall be performed between the hours of 7:00 am and 7:00 pm on weekdays, except for holidays observed by the City. *NIGHT WORK MAY BE REQUIRED DEPENDING ON SIGN WORKING & TRAFFIC CONGESTION.*

4.9 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

#### ARTICLE 5 - ENVIRONMENTAL AND SAFETY REQUIREMENTS

5.1 The Contractor shall comply and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used by its employees, agents and subcontractors in the provision of Services.

5.2 The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, cones, markers, flags, barricades and other control devices, in addition to ground personnel needed for directing traffic

and maintaining safety, protection and warning to all persons and vehicular traffic within the worksite.

5.3 The Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services under the requirements of this Article.

#### ARTICLE 6 - COMPENSATION

6.1 Contractor shall be paid an aggregate amount not to exceed Ninety Five Thousand Seven Hundred Seventy Five Dollars and no cents (\$95,775.00) for Services, in accordance with Contract Documents. This aggregate amount shall encompass the following scope of work:

6.1.1 Ten (10) Type-1 signs for an amount not to exceed Fifty Six Thousand Two Hundred Fifty Dollars and no cents (\$56,250.00);

6.1.2 Six (6) Type-2 signs for an amount not to exceed Thirty Five Thousand Seven Hundred Dollars and no cents (\$37,700.00); and

6.1.3 One (1) Type-3 sign for an amount not to exceed Three Thousand Eight Hundred Twenty Five Dollars and no cents (\$3,825.00).

6.2 Funding for this Agreement is contingent upon the City's 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. *All work performed up to the date of cancellation is due and payable.*

#### ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 The 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 for any employee or agent of Contractor rendering services to the City under this Agreement.

#### ARTICLE 8 - CONFLICTS OF INTEREST

8.1 The 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.

8.2 The 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 construction 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. Any such interest on the part of Contractor or its employees must be disclosed in writing to City.

#### ARTICLE 9 - DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving notice of default. 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 10 - CITY'S TERMINATION RIGHTS

10.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) 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 11 - NOTICES

11.1 All notices, demands, correspondence and communications between the City and Contractor 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:

To Contractor:      The Baron Group dba *BARON SIGN MANUFACTURING*  
900 13<sup>th</sup> Street West  
Riviera Beach, FL 33404  
Ph: 561-863-7446  
Fax: 561-848-2270

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

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

11.2 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.

11.3 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 12 - PUBLIC RECORDS

12.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

## ARTICLE 13 - INDEMNIFICATION

13.1 The 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 the Services under this Agreement.

13.2 The 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.

13.3 The Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of this Agreement.

13.4 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to prevent damage, injury or loss to all employees on the worksite and other persons and organizations who may be affected.

13.5 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 or construction 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, construction services, material, equipment, or other items furnished in connection with the Services, 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.

13.6 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. 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 14 - WARRANTY

14.1 The Contractor warrants that all materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, for a period of Twelve (12) years and the manufacturer's coating of signs for a period of nine (9) years from the date of completion.

14.2 Contractor warrants that all materials and equipment will comply with Contract Documents, shall be of good quality and free from defects, whether patent or latent in nature.

#### ARTICLE 15 - INSURANCE

15.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance required in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate 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 remains in full force and effect.

15.2 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 16 - FORCE MAJEURE

16.1 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 written 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 17 - MISCELLANEOUS PROVISIONS

17.1 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.

17.2 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.

17.3 This Agreement constitutes 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.

17.4 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.

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

17.6 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.

17.7 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.

17.8 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 Services and termination or completion of the Agreement.

17.9 This Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

17.10 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

17.11 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.

*[The remainder of this page is intentionally left blank.]*

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

Corporate Secretary or Witness:

BARON SIGN MANUFACTURING  
"Contractor"

By: Francis L Bridges

By: [Signature]

Print Name: Francis L Bridges

Print Name: BRYAN VASSER

Title: Accounts Receivable

Title: VICE PRESIDENT

Date: 11-02-10

Date: 11/2/10

ATTEST:

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

By: [Signature]

By: [Signature]

~~Alix Desulme~~  
City Clerk

Russell Benford  
City Manager

Date: 11/8/10

Date: 11/8/10

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]

V. Lynn Whitfield  
City Attorney