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Tech
Air Conditioning, Appliances and
Electrical Services
License No. CAC1819140

March 12, 2020

The City of North Miami
Housing and Social Services Department
776 NE 125th Street
North Miami, FL 33161

Quote

TECHNICIAN	Scope of Work	DATE
Stéphane Lherisson	Maintenance the Air Conditioning Systems of Eleven (11) NSP3 Residential Properties Owned by the City of North Miami Every Three (3) Months	March 12, 2020

Description	QTY (# of Units)	Unit Price	Total
- **Labor:** (Maintenance) o Clean and/ or replace filters o Check all controls for proper settings o Check all refrigerant pressures to be in proper operating ranges o Check voltages are in proper operating range o Check all electrical connections for corrosion and that contacts are secure o Check for temperature drop across coils o Check for signs or refrigerant leaks o Check for proper amperage draw on all compressors and motors o Clean all drain pans and condensate lines o Add chlorine tablets or equivalent to drain pans o Clean condenser coils o Clean air handler unit and evaporator coils o Clean debris (leaves, etc.) from inside & around the compressor unit	11	$248.00	$2,232.00
Total			**$2,728.00**

Make all checks payable to APEX TECH
THANK YOU FOR YOUR BUSINESS!

12490 NE 7th Ave, Suite 216 North Miami, FL 33161. Cell: 786 463 2139
Email: stephanewlherisson@yahoo.com

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Tech
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Apex-Tech Electrical & Air Conditioning, Inc., will provide all parts and labor necessary to maintenance the air conditioning for the eleven (11) NSP3 residential properties owned by the City of North Miami in efforts of keeping the air conditioning units in good working order subject to the provisions, exclusions and conditions set forth below:

SECTION I – GENERAL CONDITIONS – Apex-Tech Electrical & Air Conditioning, Inc. will provide service Monday through Friday (except legal holidays & force majeure) between the hours of 9:00 A.M. and 5:00 P.M. for covered air conditioning.
Scheduling- Maintenance service will be provided every three (3) months.

SECTION II – EXCLUSIONS – Service replacements or repairs will not be provided for the following items, unless otherwise specified:

A. Air conditioning water valves, ductwork, grills, damper mechanism, flow control valves, insulation, permits, fees associated with pulling permits, crane fees, condensate pump, condensate drain pan, heat recovery equipment, disconnect switches, electronic circuit boards, motors, condenser fans, ceiling fans, chandeliers, recess and/or track lighting LED lighting, LED lighting accessories, and etc.
B. Parking: Customer/building shall provide adequate parking for Apex-Tech service vehicles. Apex-Tech is not responsible for securing or paying for parking. If service area parking is unavailable, Customer will be responsible for any valet or associated parking fees which must be paid upfront, not billed.
C. Apex-Tech is not responsible for repair/replacement on manufacturer-warrantied items but will make the best labor effort to diagnose the problem on the Customers' behalf. Apex-Tech is not responsible for communication with the warranty manufacturer in cases of manufacturer-warrantied items.
D. Apex-Tech is not responsible for the coverage of any Freon gas.

SECTION III – AIR CONDITIONING REPLACEMENT – In a split air conditioning system, should one (1) piece be condemned by Apex-Tech and the remaining piece is not compatible with the replacement unit due to Federal, State or Local laws for energy efficiency and the discontinuance of a specific refrigerant, the Customer will be required to pay the cost of replacing the non-compatible piece of equipment. If Customer refuses to pay the cost of replacing the non-compatible piece of equipment, then Apex-Tech is relieved of and is not required to maintenance the condemned piece of equipment.

SECTION IV – AUTHORITY – The person(s) who accepts this agreement represent that they are the owners of the properties and premises covered by the agreement, and that they are acting as the authorized agents for the owner. If Customer pays the quote amount of $2,728.00, Customer shall be deemed to have accepted all terms of the agreement, including any renewals hereof.

Apex-Tech Electrical and Air Conditioning, Inc.

City of North Miami
Housing and Social Services Department

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CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Apex Air Conditioning, Appliances, and Electrical Services for NSP 3)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on 4/22/2020, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and **Apex-Tech Electrical & Air Conditioning Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 12490 NE 7th Avenue, Suite 216, North Miami, FL 33161 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

WITNESSETH:

WHEREAS, the City is the owner of certain properties (Rental Properties) purchased under the Neighborhood Stabilization Program (NSP 3) and located at different sites throughout the City; and

WHEREAS, those Rental Properties need regular air conditioning, appliances, and electrical services to maintain the properties; and

WHEREAS, the Contractor desires to provide the Scope of Services ("Services") described and attached hereto as Exhibit "A"; and

WHEREAS, the City desires to engage the Contactor to render Services to those Rental Properties.

NOW, THEREFORE, in consideration of mutual terms, the Parties agree as follows:

ARTICLE 1 - TERM

1.1 The Parties agree that, subject to authorized adjustments, the Term of this Agreement shall be a period of one (1) year commencing on April 1, 2020, and ending on March 31, 2021.

1.2 Following the Initial Term, the City shall have three (3) options to renew this Agreement for an additional period of one (1) year, under the same terms and conditions.

1.3 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

1.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to timely perform Services or any portion thereof, the City may request that the Contractor, within a reasonable period of time, provide adequate assurances to the City in

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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 2 - COMPENSATION

2.1 Contractor shall be paid an amount not to exceed Two Thousand Seven Hundred Twenty-Eight Dollars and 00/100 Cents ($2,728.00) for Services, per year.

2.2 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.

ARTICLE 3 - SCOPE OF SERVICES

3.1 The properties that will be serviced are located at the following addresses: 401 NE 121st Street, North Miami, FL 33161; 1230 NW 131st Street, North Miami, FL 33167; and 1420 NW 127th Street, North Miami, FL 33167.

3.2 Contractor shall provide all required labor, supervision, materials, equipment, tools and services necessary for the provision of Services at the designated areas, to the City's satisfaction. Each location assigned by the City shall be serviced once every thirty (30) calendar days during the period of April 1, 2020 through March 31, 2021. No changes to the schedule will be permitted without written prior approval from City staff. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of Services or to minimize any conflict with public operations of the City property.

3.3 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Services as required by the Contract Documents. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.4 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.

3.5 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the project 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.

3.6 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

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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.

3.7 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.

3.8 Contractor shall ensure that the public roadways and any improvements or appurtenants in the vicinity of 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.

3.9 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.

3.10 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.

3.11 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.

3.12 The Services for each property will include the following: Clean and or replace filters; check all controls for proper settings; check all refrigerant pressures to be in proper operating ranges; check voltages are in proper operating range; check all electrical connections for corrosion and that contacts are secure; check for temperature drop across coils; check for signs or refrigerant leaks; check for proper amperage draw on all compressors and motors; clean all drain pans and condensate lines; add chlorine tablets or equivalent to drain pans; clean condenser coils; clean air handler unit and evaporator coils; clean debris (leaves, etc.) from inside & around the compressor unit.

ARTICLE 4 - CHANGES IN SERVICES

4.1 One or more changes to Services within the general scope of this Agreement may be ordered by a Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and with the terms and conditions described in this Article.

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4.2 A Change Order shall mean a written order to the Contractor executed by the Parties following execution of this Agreement, directing a change in Services, and may include a change in the agreed compensation and/or the time for Contractor's performance.

4.3 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement with the ordered changes in Services and the Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from, the work included within or affected by the executed Change Order.

ARTICLE 5 - ENVIRONMENTAL AND SAFETY REQUIREMENTS

5.1 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 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 any affected person.

5.3 Contractor shall be solely responsible for pedestrian and vehicular safety within the vicinity of the worksite. Contractor 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 area.

5.4 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 - INDEPENDENT CONTRACTOR

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

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ARTICLE 7 - CONFLICTS OF INTEREST

7.1 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.

7.2 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 8 - DEFAULT

8.1 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 9 - CITY'S TERMINATION RIGHTS

9.1 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 10 - NOTICES

10.1 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:
Apex-Tech Electrical & Air Conditioning Inc.
Attn: Stephane Wilthan Lherisson
12490 NE 7th Avenue Suite 216
North Miami, FL 33161

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

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With a copy to: City Attorney & Housing and Social Services Department
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

10.2 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.

10.3 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 11 - PUBLIC RECORDS

11.1 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 12 - INDEMNIFICATION

12.1 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.

12.2 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.

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

12.4 Contractor has visited the worksite and is familiar with the local conditions under which the Services 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.

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12.5 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 13 - INSURANCE

13.1 Respondents must submit with their Bid submittal either, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

13.1.1 Commercial General Liability - With minimum limits of $1 Million per occurrence for bodily injury and property damage and shall be written on an occurrence form. This coverage shall also include premises, operations, personal and advertising injury, medical expense, fire damage, contractual liability and products/completed operations. The Contractor and any of its approved sub-contractors shall purchase and maintain this line of coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from its performance of any contractual obligation arising from this agreement. The City shall be named as an additional insured.

13.1.2 Commercial Automobile Liability - With minimum limit of $1 Million for each occurrence / combined single limit for bodily injury and property damage; covering any auto including non-owned, hired or leased. The Contractor and any of its approved sub-contractors shall take out and maintain this insurance coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles and/or equipment used in any capacity in connection with the execution of this Agreement. The City shall be named as an additional insured.

13.1.3 Worker's Compensation & Employers' Liability - As required by the State of Florida in accordance with Florida Statute Chapter 440, with statutory limits for Workers' Compensation, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

13.2 Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

13.3 All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of A- rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required

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by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

13.4 The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

13.5 Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors

13.6 Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

13.7 Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

13.8 The Contractor must submit the above-referenced insurance certificate(s) to the City by no later than ten (10) days from notice of award and prior to execution of the Contract, naming the City of North Miami as additional insured.

ARTICLE 14 - FORCE MAJEURE

14.1 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 15 - MISCELLANEOUS PROVISIONS

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15.1 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.

15.2 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 Services and termination or completion of the Agreement.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 Services 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.

15.9 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.

15.10 The professional Services 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 Services.

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

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15.12 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.

15.13 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.

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

15.15 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.

The rest of this page is left blank intentionally.

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:

Witnessed By: DocuSigned by: Angel Michel C069E3780769455...

Witness Name: Angel Michel

Witness Date: 4/21/2020

Apex-Tech Electrical & Air Conditioning Inc.

"**Contractor**":

Signed By: DocuSigned by: Stephane Lherisson 40141622724A479...

Print Name: Stephane Lherisson

Signature Date: 4/21/2020

ATTEST:

By: DocuSigned by: BB47A8B4E262492...

Vanessa Joseph, Esq.
City Clerk

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

By: DocuSigned by: Arthur H. Sorey, III FD2E1837923F400...

Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P. H. Cazeau 8AF8443D714D491...

Jeff P. H. Cazeau, Esq.
City Attorney

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Pettineo Insurance Agency, Inc. 2430 E Commercial Boulevard Fort Lauderdale, FL 33308	PHONE (A/C, No, Ext): 954-493-9424	FAX (A/C, No): 954-493-8968
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Apex-Tech Electrical & Air Conditioning Inc. 12490 NE 7th Avenue Suite 216 North Miami, FL 33161	INSURER A : Wesco Insurance Company	25011
	INSURER B : Technology Insurance Company	42376
	INSURER C : Economy Preferred Insurance Co.	38067
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		WPP1550562 02	4/28/2019	4/28/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			CA018437P2018	12/11/2019	12/11/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP:	$ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3783991	4/16/2019	4/16/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of North Miami is additional insured on the GL and Auto policies

CERTIFICATE HOLDER

City of North Miami
776 NE 125 Street
North Miami, FL 33161

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

April Miller

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Pettineo Insurance Agency, Inc. 2430 E Commercial Boulevard Fort Lauderdale, FL 33308	PHONE (A/C, No, Ext): 954-493-9424	FAX (A/C, No): 954-493-8968
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Apex-Tech Electrical & Air Conditioning Inc. 12490 NE 7th Avenue Suite 216 North Miami, FL 33161	INSURER A : Wesco Insurance Company	25011
	INSURER B : Technology Insurance Company	42376
	INSURER C : Progressive	24252
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		WPP1550562 02	4/28/2019	4/28/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			01466315-0	4/13/2020	4/13/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP:	$ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3863606	4/16/2020	4/16/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

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AUTHORIZED REPRESENTATIVE

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