

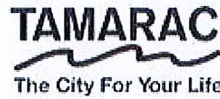
**AGREEMENT  
 BETWEEN THE CITY OF TAMARAC  
 AND  
 GT GENERAL CONTRACTORS, LLC**

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_ between the City of Tamarac, a municipal corporation with principal offices located at 7525 NW 88<sup>th</sup> Avenue, Tamarac, Florida 33321 (City) and GT General Contractors, LLC, a Florida Limited Liability company with principal offices located at 10191 West Sample Road, Suite 103, Coral Springs, Florida 33065, (Contractor) for the purpose of providing Utility Construction Services to the City of Tamarac. The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration Contractor shall comply with the terms and conditions within the City of Coral Springs Annual Contract #19-B-063F for Utility Construction Services which commenced August 21, 2019 attached hereto as Exhibit A. All terms and conditions of the contract documents set forth in Exhibit A are incorporated herein as if set forth in full, except as modified by the proposal specific to the City of Tamarac as set forth in Exhibit B attached hereto and incorporated herein as if set forth in full.
2. Upon execution of this Agreement, all references made to the City of Coral Springs Annual Contract #19-B-063F for Utility Construction Services which commenced August 21, 2019 in Exhibit A and Exhibit B shall be interpreted as pertaining to the City of Tamarac, and all terms and conditions of Exhibit A and Exhibit B shall be deemed as having been implemented for use within the City of Tamarac. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "City of Tamarac" and "City of Tamarac Commissioners".
3. Term:  
  
The term of this Agreement shall be concurrent with the term set forth in Exhibit A, through August 20, 2021 effective on the date of approval of this Agreement. The City reserves the right to renew this Agreement for up to two (2) additional two (2) year terms for up to an additional four (4) years, in the event that the Agreement is renewed by the City of Coral Springs.
4. This agreement, Exhibit A and Exhibit B constitute the entire agreement between the City and the Contractor. In the event of a conflict between these documents, this Agreement shall prevail, followed in precedence by Exhibit B and Exhibit A in that order.
5. Contract Pricing and Payments:

The Contract Pricing provided in Section 00300-8 "Bid Schedule" of the City of Coral Springs Contract # 19-B-063F for the Utility Construction Work enumerated in the Scope of Exhibit A and Exhibit B shall govern for this Agreement. Contractor shall provide individual quotations on a project basis, utilizing the "Bid Schedule" contained in Exhibit A. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218. Contract pricing shall remain firm through the initial term of the Agreement as enumerated in the "Instructions to Bidders" Section 23 "Contract Adjustments" of the original Invitation to Bid Document issued on April 30, 2019 by the City of Coral Springs. Any requests for increases must be approved by the City of Coral





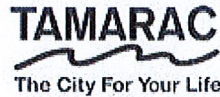
City of Tamarac

Purchasing and Contracts Division

Springs in accordance with the provisions detailed in "Instructions to Bidders" Section 23 "Contract Adjustments".

6. Insurance: In addition to the insurance requirements stated Exhibit A of this Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:
  - a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.
  - b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
  - c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
  - d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
  - e. The City must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
  - f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an





City of Tamarac

Purchasing and Contracts Division

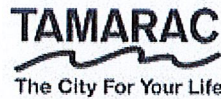
Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

- g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the City for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.
- i. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

7. Indemnification:

- a. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor.





City of Tamarac

Purchasing and Contracts Division

Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

- e. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- f. 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.

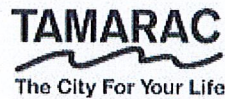
**8. Non-Discrimination & Equal Opportunity Employment:**

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**9. Independent Contractor:**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any





City of Tamarac

Purchasing and Contracts Division

joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

#### 10. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

#### 11. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- b. Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

#### 12. Public Records

- a. The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  1. Keep and maintain public records required by the City in order to perform the service;
  2. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
  4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and





City of Tamarac

Purchasing and Contracts Division

maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- b. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

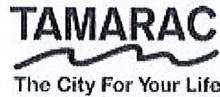
### 13. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### 14. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.





City of Tamarac

Purchasing and Contracts Division

**15. Venue:**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

**16. Signatory Authority:**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**17. Non-Exclusive Agreement:**

Inasmuch as this Agreement was entered into with the Contractor mutually exclusive of any action taken by the City of Tamarac, Contractor agrees that this Agreement shall not serve as an exclusive Agreement between the City and Contractor, and that the City reserves the right to enter into agreements with other contractors to perform similar services without penalty.

**18. Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**19. No Construction Against Drafting Party:**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

**20. Notice:**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

CITY  
City Manager  
City of Tamarac  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33321

With a copy to City Attorney at the following address:



City of Tamarac



Purchasing and Contracts Division

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

**CONTRACTOR**

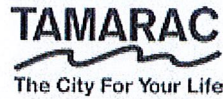
GT General Contractors, LLC  
10191 W. Sample Road, Suite  
Suite 103  
Coral Springs, FL 33065  
ATTN: Antonio Jose Assenza,  
President  
(954) 225-3391

21. Public Records Custodian:

**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:**

**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
CITYCLERK@TAMARAC.ORG**





City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

**CITY OF TAMARAC**

\_\_\_\_\_  
Michelle J. Gomez, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Jennifer Johnson, CMC  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
**GT GENERAL CONTRACTORS, LLC**  
Company Name

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Antonio Assenza  
Type/Print Name of Corporate Secy.

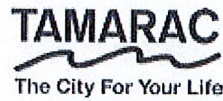
\_\_\_\_\_  
Antonio Jose Assenza  
President

(CORPORATE SEAL)

\_\_\_\_\_  
Date

3/10/2020





City of Tamarac

Purchasing and Contracts Division

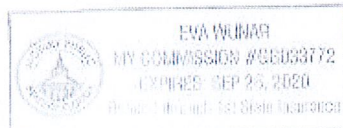
## CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :

COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Antonio Jose Assenza, President of GT General Contractors, LLC a Florida Limited Liability Company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 10 day of March, 2020



Eva Wuniar  
Signature of Notary Public  
State of Florida at Large

Eva Wuniar  
Print, Type or Stamp  
Name of Notary Public

- ☐ Personally known to me or  
☒ Produced Identification

Florida Drivers License  
Type of I.D. Produced

- ☒ DID take an oath, or  
☐ DID NOT take an oath.