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**RESOLUTION NO. R24-029**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AWARD OF BID NO. UTL24-002 FOR RE-BID NO. UTL24-002 LIME SLUDGE REMOVAL, HAULING, AND DISPOSAL SERVICES; AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT AND ISSUE A PURCHASE ORDER TO THE LOWEST RESPONSIVE AND RESPONSIVE BIDDER, DEVLAND SITE PAVING AND UTILITIES, INC., FOR THE AMOUNT OF \$199,800.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 26, 2023, Purchasing Services issued a Re-Bid for Lime Sludge Removal, Hauling, and Disposal services with a non-mandatory pre-bid meeting held on October 31, 2023, to review the bid specifications with interested and qualified contractors; and

**WHEREAS**, the purpose of the bid was to obtain firm pricing per cubic yard for the Lime Sludge Removal, Hauling, and Disposal at the East Water Treatment Plant; and

**WHEREAS**, on November 17, 2023, the City received and electronically opened a total of three (3) submittals to this Bid; and

**WHEREAS**, after reviewing the bid proposal submitted by Devland Site Paving and Utilities, Inc., the City's Utilities staff and Purchasing Services recommend this bid be awarded to Devland Site Paving and Utilities, Inc.; and

**WHEREAS**, the City Commission of the City of Boynton Beach, upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to approve the award of Bid No. UTL24-002 for Re-Bid No. UTL24-002 Lime Sludge Removal, Hauling, and Disposal services; authorize the City Manager to sign a Contract and issue a purchase order to the lowest responsive and responsive bidder, Devland Site Paving and Utilities, Inc., in the amount of \$199,800.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

**Section 2.** The City Commission of the City of Boynton Beach, Florida, hereby approves award of Bid No. UTL24-002 for Re-Bid No. UTL24-002 Lime Sludge Removal,

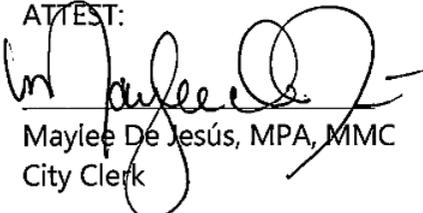
34 Hauling, and Disposal services; authorize the City Manager to sign a Contract and issue a  
 35 purchase order to the lowest responsive and responsive bidder, Devland Site Paving and  
 36 Utilities, Inc., in the amount of \$199,800.00. A copy of the Contract is attached hereto and  
 37 incorporated herein as Exhibit "A."

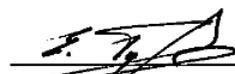
38 **Section 3.** This Resolution shall become effective immediately.

39 **PASSED AND ADOPTED** this 6th day of February 2024.

CITY OF BOYNTON BEACH, FLORIDA

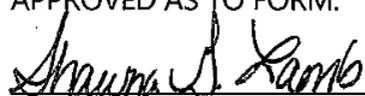
	YES	NO
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44	✓	—
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	VOTE	<u>5-0</u>

56 ATTEST:  
 57   
 58  
 59 Maylee De Jesús, MPA, MMC  
 60 City Clerk

  
 Ty Penserga  
 Mayor

63 (Corporate Seal)



APPROVED AS TO FORM:  
  
 Shawna G. Lamb  
 City Attorney



## SERVICE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND DEVLAND SITE PAVING AND UTILITIES, INC.

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and Devland Site Paving and Utilities, Inc., a corporation authorized to do business in the State of Florida, with a business address of 1302 Wingfield Street, Lake Worth, FL 33460, hereinafter referred to as the "VENDOR." In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION.** The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in the UTL24-002-Re-Bid for Lime Sludge Removal, Hauling, and Disposal.
2. **SCOPE OF SERVICES.** VENDOR agrees to perform the Work required for the Re-Bid for Lime Sludge Removal, Hauling, and Disposal, which is incorporated and attached as Exhibit A ("Work").
3. **TIME FOR PERFORMANCE.** Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.
4. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on February 6, 2024, and shall remain in effect through February 5, 2026, unless otherwise terminated in accordance with this Agreement ("Initial Term"). The CITY reserves the right to renew the agreement for three (3) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the CITY, and determination by the CITY that renewal will be in the best interest of the CITY ("Renewal"). Such Renewals are only effective and valid if in writing and executed by each parties' authorized representative. Both the Initial Term and all Renewals shall be collectively referred to as the "Term."

Price increase will be subject to the CITY's approval at one (1) year of renewals. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment for any one-year term will be subject to the City's Commission approval. The price increase percentage change shall not exceed the previous one (1)-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics.

5. **PAYMENT.** The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:
  - A. Payment for the Work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the CITY Manager or designee as approved by the City Commission as required.
  - B. The VENDOR may submit invoices to the CITY once per month during the progress of the Work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.
  - C. Final payment of any balance due the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement.

- D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and all materials, supplies, equipment and incidentals necessary to complete the Work.
  - E. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.
  - F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.
7. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and CITY of Boynton Beach, ordinances and regulations that are applicable to the Work rendered under this Agreement.
8. **INDEMNIFICATION.**
- A. The VENDOR shall indemnify and hold harmless the CITY, 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 and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR 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 attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.
  - B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.
  - C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.
9. **INSURANCE.**
- A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:
    - i. **Worker's Compensation Insurance:** The VENDOR shall procure and maintain for the life of this Agreement, Worker's 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 subcontractor that does not have their own Worker's Compensation and

Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

- ii. **Comprehensive General Liability:** The VENDOR 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 consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.
  - iii. **Business Automobile Liability:** The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.
  - iv. **Professional Liability (Errors and Omissions) Insurance:** The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of \$1,000,000 per occurrence.
  - v. **Umbrella/Excess Liability Insurance:** in the amount of \$1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.
- B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.
- C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.
- D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.
10. **INDEPENDENT CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for

contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES.** The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
12. **DISCRIMINATION PROHIBITED.** The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. **ASSIGNMENT.** The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.
14. **NON-WAIVER.** Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
15. **TERMINATION.**
  - A. **Termination for Convenience.** This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for Work performed to the termination date, including Work reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.
  - B. **Termination for Cause.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR 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) calendar days after receipt by VENDOR of written notice of such neglect or failure.
16. **DISPUTES.** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.
17. **NOTICE.** All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager  
City of Boynton Beach  
100 East Ocean Ave.,  
Boynton Beach, FL 33435  
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

Devland Site Paving and Utilities Inc.
ATTN: Edmund Deveaux
Address: 1302 Wingfield Street

Lake Worth, FL 33460
Phone: (561) 762-8440
Email: edeveaux17@aol.com

18. **INTEGRATED AGREEMENT.** This Agreement, together with attachments, exhibits or addenda, represents the entire and integrated agreement between the CITY and the VENDOR and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.
19. **PUBLIC RECORDS.** Sealed documents received by the CITY in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the CITY announces intent to award sooner, in accordance with Florida Statutes 119.07. The CITY is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:
- A. Keep and maintain public records required by the CITY to perform the Work;
  - B. Upon request from the CITY's custodian of public records, provide the CITY 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 chapter 119, Fla. Stat. or as otherwise provided by law;
  - C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and
  - D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR 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.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**CITY CLERK'S OFFICE  
100 E. OCEAN AVENUE  
BOYNTON BEACH, FLORIDA, 33435  
561-742-6060  
[CityClerk@bbfl.us](mailto:CityClerk@bbfl.us)**

20. **SCRUTINIZED COMPANIES.** By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR 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 VENDOR 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 VENDOR of the CITY's determination concerning the false certification. VENDOR 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, VENDOR 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 VENDOR 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.

21. **E-VERIFY.** VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

- i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- ii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- iii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and
- iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

23. **MISCELLANEOUS.**

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be

binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- B. CITY and VENDOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.
- E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.
- F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.
- G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.
- H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

#### 24. DEFAULT OF CONTRACT & REMEDIES.

- A. **Correction of Work.** If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.
- B. **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :
  - I. The abandonment of the project by VENDOR for a period of more than seven (7) business days.
  - II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of

the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

- III. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
- IV. The assignment and/or transfer of this Agreement or execution or attachment thereon by VENDOR or any other party in a manner not expressly permitted hereunder.
- V. The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default.** In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) business days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the Work of VENDOR and proceed to perform Work under the Agreement, at its own cost and expense.

- i. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.
- ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.
- iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.
- iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR

fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by VENDOR of such notice from CITY.

25. **Sovereign Immunity.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

**SIGNATURE PAGE FOLLOWS**

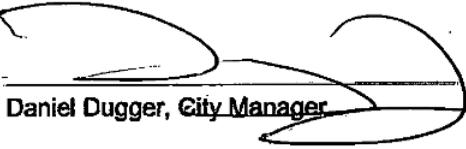
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this 9<sup>th</sup> day of JANUARY, 2024.

CITY OF BOYNTON BEACH

DEVLAND SITE PAVING AND UTILITIES, INC.

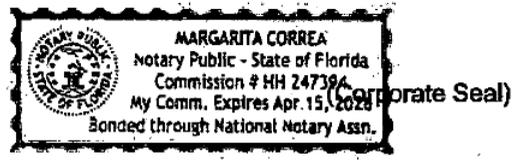
  
Daniel Dugger, City Manager

  
(Signature), Devland Site Paving and Utilities Inc.

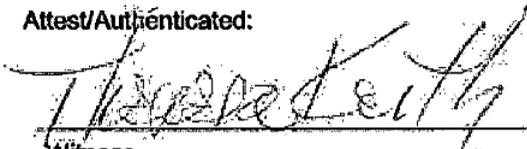
Edmund Devaux  
Print Name of Authorized Official

PRESIDENT  
Title

State of Florida County of Palm Beach  
The foregoing instrument was acknowledged before me  
this 9<sup>th</sup> day of January 2024  
by Edmund Devaux  
ED Notary Public  
My Commission Expires 04/15/2026

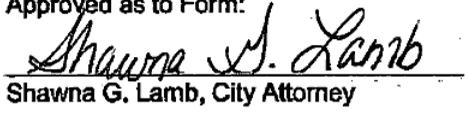


Attest/Authenticated:

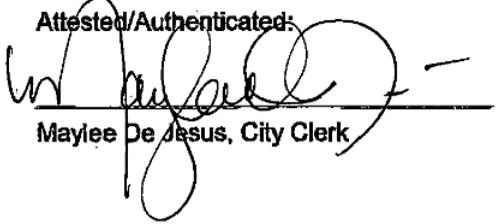


Theresa Keith  
Witness  
TERESA KEITH  
Print Name

Approved as to Form:

  
Shawna G. Lamb, City Attorney

Attested/Authenticated:

  
Maylee De Jesus, City Clerk



**City of Boynton Beach**  
**Risk Management Department**  
**INSURANCE ADVISORY FORM**

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Asbestos Abatement	Each Occurrence	\$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - \$1,000,000.00	
Automobile Liability	Combined Single Limit	\$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00
Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	
INSURANCEADVISORYFORM	Revised 04/2021	