

**PARTICIPATING ADDENDUM  
TO  
HURRICANE IRMA DISASTER DEBRIS REMOVAL SERVICES AGREEMENT  
(INVITATION TO BID # 6417-0/17 AND REQUEST FOR QUOTE # IRMA-0004F)  
ADMINISTERED BY MIAMI-DADE COUNTY  
BETWEEN  
SFM SERVICES, INC.  
AND  
THE CITY OF DORAL**

(A) Scope. This Participating Addendum (“Addendum”) pertains to the Hurricane Irma Disaster Debris Removal Services Agreement, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference (the “Agreement”), administered by Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1<sup>st</sup> Street, Miami, FL 33128 (the “County”). The Agreement was a result of Invitation to Bid Number 6417-0/17 and Request for Quote # IRMA-0004F (collectively, the “Bid”). The City of Doral, a municipality of the State of Florida (the “City”), desires to enter into engage SFM Services, Inc. (“SFM”) for the provision of, and SFM desires to provide the City, debris removal services, as per the terms of the Agreement and this Addendum (the “Services”). The City and SFM may be referred to individually as a “Party” and/or collectively as the “Parties.” The effective date of this Agreement is September 21, 2017 (the “Effective Date”).

2. Authorization. Section 2-322 of the City Code of Ordinances (the “Code”) provides that the City may enter into and use agreements of other governmental entities for the provision of goods and services provided that such agreement were achieved in a manner similar to the competitive solicitation procedures otherwise specified in the Code. It is acknowledged that the County solicited and entered into the Agreement in a competitive manner similar to that which is required in the Code.

3. Order of Precedence. The relationship of Parties will be governed by the following documents, including, without limitation this Addendum (collectively, the “Contract Documents”), which shall have the following priority and which, in case of any inconsistency, conflict, or ambiguity among the Contract Documents, shall govern in the following order:

- A. Specific Work/Task Orders;
- B. This Addendum;

- B. The Agreement (includes negotiated Terms & Conditions);
- C. The Bid including all Addenda; and
- D. SFM's Proposal in response to the Bid.

4. Participating Modifications or Additions to Agreement. The following shall be, when and where applicable, modifying or supplementing terms and conditions to the Agreement, which shall govern the relationship of the Parties.

A. Effective Date. This Addendum shall become effective on the last date signed below and is coterminous with the Agreement, unless terminated earlier or extended by the City.

B. Notices. All notices or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

- i. To the City at the following address:  
City of Doral  
8401 NW 53rd Terrace  
Doral, Florida 33166  
Attention: Edward Rojas, City Manager

With a copy to the City Attorney:  
Weiss, Serota, Helfman, Cole & Bierman, PL  
2525 Ponce De Leon, Suite 700  
Miami, FL 33134  
Attention: Daniel A. Espino, Esq., City Attorney

- ii. To SFM at the following address:  
SFM Services, Inc.  
9700 NW 79th Ave.  
Hialeah Gardens, FL 33016  
  
Attention: Christian Infante, President

Either party may at any time designate a different address by giving notice as provided above to the other party. Such notices shall be given upon receipt by the addressee.

- C. Subcontractors. SFM shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services. Any subcontractors used on the Services must have the prior written approval of the City Manager or his designee.
- D. City's Responsibilities. The City shall: Furnish to SFM, at SFM's written request, all available maps, plans, existing studies, reports and other data pertinent to the Services to be provided by SFM, in possession of the City; and arrange for access to and make all provisions for SFM to enter upon real property as required for SFM to perform the Services as may be requested in writing by SFM (if applicable).
- E. SFM's Responsibilities. SFM shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a SFM under similar circumstances. If at any time during the term of this Addendum or within one year from the completion of the Services, it is determined that SFM's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Services, upon written notification from the City Manager, SFM shall at SFM's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of SFM or Sub-contractors under this agreement.
- F. Termination. The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to SFM. Cause shall not be defined as a failure on the part of SFM to: follow the reasonable Services directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Services, whichever is less; and abide by local, state, and federal laws and regulations in performance of the duties provided herein. In the event of termination by the City, SFM shall be paid for all work accepted by the City Manager up to the date of termination, provided that SFM

has first complied with the provisions of this section. SFM shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement. If SFM wishes to terminate this Agreement, it must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in SFM being unable to do business with the City in the future, in addition to any other remedies available to the City in law.

- G. Insurance. SFM shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.
- H. Nondiscrimination. During the term of this Agreement, SFM shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination
- I. Attorneys' Fees and Waiver of Jury Trial. In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising

out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

- J. Indemnification. SFM shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with SFM's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between SFM and third parties made pursuant to this Agreement. SFM shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with SFM's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by SFM.
- K. Entire Agreement/Modification/Amendment. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- L. Ownership and Access to Records and Audits. All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from SFM providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to

examine and audit any Records of SFM involving transactions related to this Agreement. The City may cancel this Agreement for refusal by SFM to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

In addition to other contract requirements provided by law, shall comply with public records laws, specifically to: (i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

- M. Nonassignability. This Agreement shall not be assignable by SFM unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of SFM, and such firm's familiarity with the City's area, circumstances and desires.
- N. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- O. Independent Contractor. SFM and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services

performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

- P. Representations and Warranties of SFM. SFM hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that: (i) SFM, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder; (ii) SFM is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida; (iii) the execution, delivery and performance of this Agreement by SFM has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against SFM in accordance with its terms; and (iv) SFM has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- Q. Compliance with Laws. SFM shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- R. Non-collusion. SFM certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.
- S. Truth in Negotiating Certificate. SFM hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. SFM further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or

non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

- T. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
  
- U. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
  
- V. Prohibition of Contingency Fees. SFM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SFM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for SFM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
  
- W. Force Majeure. It is understood that performance of any act by the City or SFM hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.



X. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

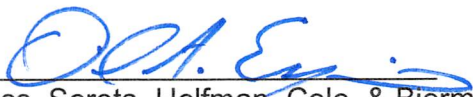
**FOR CITY:**

**CITY OF DORAL**

ATTEST:

By:   
\_\_\_\_\_  
Connie Diaz, CMC, City Clerk

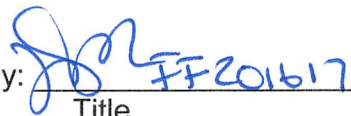
By:   
\_\_\_\_\_  
Edward A. Rojas, City Manager


By:   
\_\_\_\_\_  
Weiss, Serota, Helfman, Cole, & Bierman, PL  
City Attorney

**FOR SFM**

**SFM SERVICES, INC.**

ATTEST:

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

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

Vanezza Rivera, FL Notary Public  
Print Name

Christian Infante, President  
Print Name

**Exhibit "A"**

**Miami-Dade County Hurricane Irma Disaster Debris Removal Services Agreement**

**Exhibit "B"  
Insurance Requirements**