

CITY OF CAPE CORAL
 CONTRACT CON-CM16-53/CH
 State Lobbyist Services

This Agreement, made and entered into this 7th day of November, 2016 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and Becker & Poliakoff, P.A., hereinafter called "FIRM".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The FIRM will provide professional consulting services for representation of the City of Cape Coral, Florida in legislative matters at the State level for projects identified by Council in accordance with the Contract Documents.
2. The FIRM will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the CONTRACT DOCUMENTS.
3. The FIRM agrees to perform all of the work as required by the CONTRACT DOCUMENTS for the price listed in the cost proposal not to exceed Fifty Thousand Dollars (\$50,000).
4. Any additional services will be at a negotiated rate.
5. The FIRM will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed.
6. The term of this agreement shall be from date of execution by the City until December 1, 2017 with the option of four (4) one (1) year renewals.
7. This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the FIRM. In the event of termination, the FIRM shall be paid as compensation in full for services completed to the day of such termination, an amount prorated in accordance with services substantially completed under this agreement. Such amount shall be paid by the CITY after inspection to determine the extent of performance under this agreement, whether completed or in progress.
8. The Term "CONTRACT DOCUMENTS" means and includes the following:
 - a. Request for Proposals (RFP) document prepared and issued by CITY.
 - b. FIRM'S response to RFP except when it conflicts with any other contractual provision.
 - c. This Contract as well as all other documents attached hereto and/or referenced herein.

In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control. The City Manager or his designee shall have the authority to approve and execute any authorized contract amendments or renewals of this agreement provided that any such renewal or amendment does not exceed \$50,000 during any one year period.

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9. Assignment. This agreement may not be assigned except at the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the FIRM.
10. Disclosure. The FIRM warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the FIRM to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the FIRM, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
11. Administration of Agreement. The City Manager or representative shall administer this agreement for the CITY.
12. Governing Law. This agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. The parties agree to the venue in Lee County, Florida for any litigation pertaining to this contract. In the event there is litigation pertaining to this agreement, the prevailing party shall be entitled to a reasonable attorney's fee.
13. Amendments. No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
14. Payments: CITY shall make payment and FIRM shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies FIRM in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give such notice to the FIRM within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the FIRM the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the FIRM shall promptly refund to the CITY the amount of such overpayment.

Contractor's Representations: In order to induce CITY to enter into the Contract FIRM makes the following representations:

FIRM has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

FIRM has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by FIRM for such purposes.

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FIRM has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

FIRM has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to FIRM.

15. Indemnity. The FIRM shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and any persons employed or utilized by FIRM in the performance of this Contract.
16. Invalid Provision. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
17. Insurance. Without limiting its liability, the FIRM shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the FIRM execution of the project, whether such execution by himself or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Workers' Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000.00 for each accident.

Comprehensive General Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors and Products and/or Completed Operations; Property Damage; and Contractual Liability Endorsement.

Business Vehicular Liability coverage shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability; This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non-Ownership.

Professional Liability (errors and omissions) coverage shall have minimum limits of \$1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000.00 each claim, and policies should be written on an "Claims-Made" basis, with a retroactive date that is acceptable to the City..

The City shall be listed as an Additional Insured on the General Liability policy. In the event the insurance coverage expires prior to completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

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Unless otherwise specified, it shall be the responsibility of the FIRM to insure that all sub-consultants comply with the same insurance requirements herein. All FIRM's certificates of insurance must be on file with and approved by the City before the commencement of work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

The FIRM shall "flow down" the requirements of this provision to all sub-consultants.

The limits of insurance required above must be retained throughout the term of the contract. The FIRM must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

With the exception of Professional Liability, policies should be written on an "occurrence" basis.

18. Unauthorized Aliens. The employment of unauthorized aliens by FIRM is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the FIRM knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract. This applies to any sub-consultants used by the FIRM as well.
19. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.
20. Nondiscrimination: The FIRM, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of sub-firms, including procurements of material and leases of equipment. The FIRM shall not participate either directly or indirectly in the discrimination including employment practices.

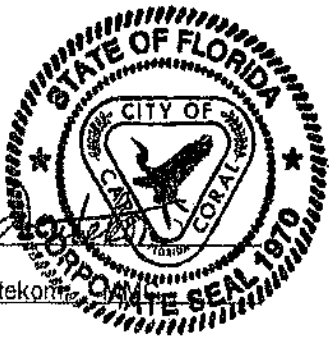
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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement which shall be deemed an original on the date last signed as below written.

(SEAL)

ATTEST:


Rebecca van Deutekom
City Clerk

FOR CITY:

City of Cape Coral, Florida

Signature: 

Typed Name: A. John Szerlag

Title: City Manager

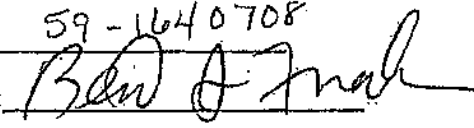
Date: 11/7/16

(CORPORATE SEAL)

FOR FIRM:

Becker & Poliakoff, PA

FEIN: 59-1640708

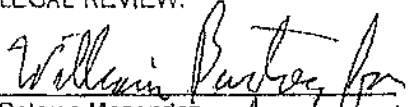
Signature: 

Typed Name: Bernie J. Friedman

Title: Shareholder

Date: 11/3/16

LEGAL REVIEW:


Dolores Menendez
City Attorney