

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City") whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and **Craig A. Smith & Associates, LLC**, (hereinafter referred to as "Contractor"), whose address is 21045 Commercial Trail, Boca Raton, FL 33442 this ____ day of ____ 2023.

WHEREAS, the City desires to procure underground utility location services; and

WHEREAS, the City desires to procure these services from Contractor utilizing existing contract prices provided to Town of Pembroke Park pursuant to ITB 22-04 Underground Utility Location Services; and

WHEREAS, in accordance with solicitation number ITB 22-04, Town of Pembroke Park entered into a three (3) year Agreement, AGR 22-04, with Contractor for services effective May 11, 2022, through May 10, 2025, with the option to renew for two (2) additional one (1) year periods; and

WHEREAS, the City desires to procure underground utility location services from Contractor on the same terms, conditions, and pricing provided under AGR 22-04, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of AGR 22-04 to the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide underground utility location services for the City, in accordance with and pursuant to the same terms, conditions, and pricing of AGR 22-04 procured by Town of Pembroke Park in accordance with the Contractor's Price Proposal Summary attached hereto as Exhibit "A".
3. This Agreement shall terminate on May 10, 2025, unless AGR 22-04 is renewed by Town of Pembroke Park. If AGR 22-04 is renewed, this Agreement shall automatically renew.
4. The City, at its sole discretion reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for the reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
5. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last

within a reasonable time at a cost that does not exceed the cost provided in Florida Statute 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and 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 Agreement, 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 Agreement, 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.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

10. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

11. By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your 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 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

CITY OF DELRAY BEACH, FLORIDA

ATTEST:

By: _____
Shelly Petrolia, Mayor

Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CRAIG A. SMITH & ASSOCIATES, LLC

By: STEPHEN C. SMITH
Print Name: _____
Title: PRESIDENT

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of August, 2023 by Stephen C. Smith (name of person), as President (type of authority) for Craig A. Smith + Associates LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

MAYDA B. ALFIERI
Notary Public – State of FLORIDA



MAYDA BATISTA ALFIERI
Notary Public
State of Florida
Comm# HH270988
Expires 6/4/2026