AGREEMENT No. 2011-08.4
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
LMK PIPE RENEWAL, LLC

THIS AGREEMENT is made and entered into as of this 9th day of February, **2012** by and between **LMK Pipe Renewal, LLC,** a limited liability company organized and existing under the laws of the **State of Florida,** having its principal office at **1131 NW 55th Street, Fort Lauderdale, FL 33309** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2011-08**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **August 1, 2011**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City desires to procure from the Contractor materials and/or services for Group D: Lateral lining and mainline sectional lining.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda as attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Invitation to

CAO
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Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on 02/9/12 and expire on 02/9/14 unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 19th day of JANUARY, 201~~1~~2

CONTRACTOR

By: _____
(Signature)

Name: JOHN F. RINEHART
(Print)

Title: Vice PRESIDENT

Date: 1-19-2012

Attest: _____
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

CITY OF NORTH MIAMI BEACH

By: _____
Lyndon L. Bonner, City Manager

Date: 2.9.12

Attest: _____
Pamela L. Latimore, City Clerk

Approved as to form
and legal sufficiency

_____
Darcee S. Siegel, City Attorney

MARIA E. SUAREZ
MY COMMISSION # DD983981
EXPIRES April 21, 2014
(407) 398-0153 FloridaNotaryService.com

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