

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
SOUTH FLORIDA LIGHTING TEAM, LLC. DBA MIAMI CHRISTMAS LIGHTS
FOR
HOLIDAY LIGHTING, PURSUANT TO
RFQ-2021-083-WG**

This Professional Services Agreement ("Agreement") is entered into this _____ day of _____, 2021 ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **SOUTH FLORIDA LIGHTING TEAM, LLC**, a Florida limited liability company, **d/b/a MIAMI CHRISTMAS LIGHTS**, whose address is 1167A Northwest 159th Drive, Miami, FL 33169 ("Consultant" or "Contractor").

SECTION 1
DEFINITIONS

Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

City Manager's Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Adrian Morales, Facilities and Fleet Management Department Director.

Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Consultant as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach RFQ, No. 2021-083-WG for Holiday Lighting, together with all amendments thereto, issued by the City in contemplation of this Agreement (the "RFQ"), and the Consultant's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFQ, and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the Services in accordance with the terms and conditions set forth in Exhibit "A" hereto (the "Services").

If there are any questions regarding the Services to be performed, Consultant should contact the following person:

Adrian Morales
Facilities and Fleet Management Department Director.
Ph. 305.673.7000
adrianmorales@miamibeachfl.gov

2.2 Consultant's Services and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule established in Exhibit "A" through "E" (the "Services").

2.3 Consultant shall commence the work required by the Services upon a written notice to proceed in the form of a Purchase Order issued by the City, specifying the specific tasks to be performed by the Consultant for any project. A separate Purchase Order shall be required prior to commencement of any work on any project. The Purchase Order will not become effective until Consultant submits to City all required documents (including but limited to: Payment and Performance Bonds, and Insurance Certificate) and after execution of the Agreement by both parties. Consultant shall have no entitlement to perform (or be compensated for) any Services under this Agreement, unless such Services are authorized, at the City's sole discretion, by a City issued Purchase Order. Purchase Orders must be consistent with the work and services described in Exhibits "A" through "E" of this Agreement.

2.4 ADDITIONAL SERVICES

The City may add or remove locations and/or alter design and product installation, request repair, refurbishment or replacement of décor as necessary to accommodate the City's needs. All changes shall be approved in writing, by the City Manager's Designee, and shall be dependent on approved budgetary funding.

When additional services are requested by the City, Consultant shall provide the City with a cost proposal on a lump sum or not-to-exceed basis. A Purchase Order shall be executed in accordance with Contract Approval Authority Procedure 03.02 or as amended.

SECTION 3

TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto (the Effective Date set forth on p. 1 hereof), and shall have an initial term of three (3) years, contingent upon funding availability as appropriated on an annual basis, with an additional two (2) one-year renewal term option, to be exercised at the City Manager's sole option and discretion, by providing Consultant with written notice of the same no less than thirty (30) days prior to the expiration of the initial term, or the first renewal term, as applicable.

Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibits "A" through "E" hereto. A Contract Year shall begin on [REDACTED] of each year and end on [REDACTED] of the following year.

SECTION 4

FEE

4.1 In consideration of the Services to be provided, Consultant shall be compensated through individual Purchase Order(s) issued on a "Fixed Fee" basis (the "Fee") determined by the pricing established in Exhibit "F" of this Agreement.

4.2 The Fee shall be paid annually under a phased payment for work completed approach, with an initial 50% partial payment due upon acceptance of proposed implementation plans, pursuant to Phase 1, and with the written approval of the Facilities and Fleet Management Director., with the final 50% payment, upon completion of the décor and lighting removal pursuant to phase 3, with the written approval of the Facilities and Fleet Management Director.

4.3 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Account Payables: payables@miamibeachfl.gov

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully

discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONSULTANT, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and

judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the Consultant's responsibility to indemnify, defend, and hold harmless the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

6.2.1 The Consultant shall maintain the below required insurance in effect prior to awarding the Agreement and for the duration of the Agreement. The maintenance of proper insurance coverage is a material element of the Agreement and failure to maintain or renew coverage may be treated as a material breach of the Agreement, which could result in withholding of payments or termination of the Agreement.

A. Comprehensive General Liability (occurrence form), limits of liability of \$1,000,000 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).

B. Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles included.

C. Workers Compensation & Employers Liability, per Statutory limits of the state of Florida.

6.2.2 ADDITIONAL INSURED: City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Consultant's insurance.

6.2.3 NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

6.2.4 WAIVER OF SUBROGATION: Consultant agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6.2.5 ACCEPTABILITY OF INSURERS: Insurance must be placed with insurers with a current A.M. Best rating of B+VI or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

6.2.6 VERIFICATION OF COVERAGE: Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

6.2.7 SPECIAL RISKS OR CIRCUMSTANCES: The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in

excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Consultant, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the City Manager.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine,

and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) days written notice to the Consultant, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance

proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

- (E) The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
 - i. If this Agreement is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Consultant or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Consultant shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Consultant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time,

prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Consultant further covenants that in the performance of this Agreement, Consultant shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Consultant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) 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, Florida Statutes or as otherwise provided by law;
 - (3) 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 contract term and following completion of the Agreement if the Consultant does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Consultant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Consultant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the City and to the Consultant.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139**

E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Consultant or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- (B) If the City or Consultant's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Consultant of such termination. If the Agreement is terminated pursuant to this section, Consultant shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Consultant shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Consultant shall expressly require any subconsultant performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract Term. If Consultant enters into a contract with an approved subconsultant, the subconsultant must provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.
- (B) **TERMINATION RIGHTS.**
- (1) If the City has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Consultant for cause, and the City shall thereafter have or owe no further obligation or liability to Consultant.
 - (2) If the City has a good faith belief that a subconsultant has knowingly violated the foregoing Subsection 10.9(A), but the Consultant otherwise complied with such subsection, the City will promptly notify the Consultant and order the Consultant to immediately terminate the agreement with the subconsultant. Consultant's failure to terminate a subconsultant shall be an event of default under this Agreement, entitling City to terminate the Consultant's contract for cause.
 - (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
 - (4) The City or Consultant or a subconsultant may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
 - (5) If the City terminates the Agreement with Consultant under the foregoing Subsection (B)(1), Consultant may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
 - (6) Consultant is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

SECTION 11

NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: South Florida Lighting Team, LLC. d/b/a
Miami Christmas Lights
1167A NW 159th Drive
Miami, FL 33169
Attn: Kurt Stange, Manager
Phone: 305-908-8000
Email: kurt@miamichristmaslights.com

TO CITY:

Facilities and Fleet Management Department
1833 Bay Road, Miami Beach, FL 33139
Attn: Adrian Morales, Facilities and Management
Department Director
Phone: 305-673-7000 ext. 22932
Email: adrianmorales@miamibeachfl.gov

WITH COPY TO: Procurement Department
1755 Meridian Ave. 3rd Floor
Miami Beach FL, 33136
Attn: Alex Denis, Procurement Director
Ph: 305-673-7490
Email: alexdenis@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.6 PAYMENT AND PERFORMANCE BOND

Each Bond shall be in the amount of one hundred (100%) of the annual Agreement value guaranteeing to the City the completion and performance of the work covered in such Agreement, as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this project.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

By: _____
Alina T. Hudak, City Manager

Date: _____

FOR CONSULTANT:

**SOUTH FLORIDA LIGHTING TEAM, LLC.
d/b/a MIAMI CHRISTMAS LIGHTS**

ATTEST:

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

EXHIBIT A
THE SERVICES

A. INITIAL YEAR ONLY- ACCEPTANCE OF CITY INVENTORY, REPAIR/REFURBISH WITH INSPECTION:

1. Miami Beach will have the City owned holiday lighting and decorations (the "Inventory") shipped in containers to a Miami Beach Location to be identified by the City Manager's designee. Consultant understands that the storage container(s) where Consultant will inspect the Inventory are rental units. Consultant will accept the Inventory, and relocate the Inventory to their warehouse/storage facility within seven (7) days so that the City can return the rental containers.
2. The City will require Consultant execute an Inventory Transfer Form, attached hereto as Exhibit "E", accepting responsibility of the Inventory.
3. Consultant will store the City's Inventory locally at Consultant's facility located at 1167A NW 159th Drive, Miami Gardens, FL 33169.
4. As a result of the initial inspection any repair/refurbishment costs shall be shared between the City and Consultant, with Consultant responsible for 25% of the repair and or refurbishment cost and the City responsible for the remaining 75%.
5. Implementation plan for 2021 is attached hereto as Exhibit C.

B. PROJECT SCHEDULE; PREPARATIONS, INSTALLATION AND MAINTENANCE:

The Consultant shall adhere to the following project schedule for Year 2 and 3 and any subsequent renewal term(s). Any changes to the project schedule must be in writing by the Property Management Director.

1. Preparations for same-season holiday design implementation, electrical testing, preliminary walk-throughs, measurements, and related logistics shall begin no later than July 31st of each contract year (excluding year 1).
2. A detailed project implementation plan shall be provided to City staff by August 15th of each Contract Year.
3. The Consultant is required to have a local installer with knowledge and experience on-site at all times, during the course of installation and take-down of holiday lighting and decoration.
4. The Consultant shall be responsible for all required, applicable permits for staging area(s).
5. Weekly status reports will be required after September 15th, and continuing until final installation is approved by the City Manager's designee.
6. Consultant shall provide to the City a final diagram and schematics depicting all project corridors and locations by September 15th of each Contract year.
7. Consultant shall provide an electrical service plan to reflect anticipated total power usage for all lights, displays, and related equipment to support the project as specified herein.

8. Installations shall begin no later than October 1st of each Contract Year, and conclude no later than two (2) days prior to Thanksgiving Day of each Contract Year.
9. All designated areas must be fully functional by the Wednesday before Thanksgiving Day.
10. It will be the Consultant's responsibility to remove and properly dispose of any leaves, branches, wiring or other debris which might occur during the installation or maintenance of lighting, displays, or decorations.
11. Lighting, displays, decorations and related materials shall remain fully operational and in excellent aesthetic condition throughout the holiday season.
12. Consultant shall be on site and responsible for the coordination and execution of each project installation and related services, including the City's Annual Christmas Tree and Holiday Lighting event, if scheduled by the City.
13. The City will provide power, where approved, to power sources and outlets in order to accomplish the requirements of the RFQ. Electrical infrastructure repairs and electricity consumption/usage shall be the responsibility of the City.
14. The Consultant shall inspect and verify that all lighting and components are operational with daily checks and reports on all corridors.
15. Power outages shall be reported to the City Manager's designee upon discovery.
16. All components and holiday decorations shall be inspected in the same manner as the lighting, and re-installed or replaced as required.
17. Non-functional lighting and/or displays shall be replaced within twenty-four (24) hours of discovery, or upon notification by City staff.
18. During the holiday season, daily evening inspections and maintenance is required to ensure proper functionality.
19. At no time, unless granted by written approval of the City Manager's designee, may City trash receptacles be used for disposal of such items.
20. A summary of the previous evening's inspection shall be provided to the Property Management Director, or designee, in writing the following day, prior to 10:00 A.M. The inspection summary shall highlight any deficiencies identified the previous evening and specify any assistance required by the City to restore the areas to operational status.
21. Consultant shall have crew(s) trained and experienced in holiday lighting systems, available for daily maintenance and related services.
22. Employees must wear an identifiable, contractor-supplied uniform while performing related project services on City property.

23. The Consultant shall have availability 24-hours per day/7-days per week from Preparation Phase through the Removal Phase (refer to Project Schedule below).
24. Consultant shall respond within two (2) hours, for, by being on-site of the designated area(s), upon notification by representative of the City of Miami Beach, or designated representative to have all project locations in operating order.
25. Consultant shall ensure that all holiday lighting, decorations and displays are functioning by 5:00 p.m. each day during the holiday season.
26. Consultant shall possess and maintain active Maintenance of Traffic (MOT) certification from the time of initial installation until final removal of all holiday lighting and décor. The contractor is responsible for maintaining all required ROW permits.

C. EMERGENCY/NATURAL DISASTER PLAN:

Contractor shall have resources on standby once hurricane advisory is issued and notification by the City is received. Contractor will use all commercially reasonable efforts to remove the décor. Re-install: all decorations should be re-installed and in working order within 7 days of written notification from the City. The costs associated shall be in accordance with Exhibit "F" (Fee Schedule).

D. REMOVAL AND STORAGE:

1. Removal shall commence on January 4th, immediately following the preceding holiday season, and must be completed by January 15th of each Contract Year.
2. Coordination of removal shall be coordinated between the Consultant and the City's Representative.
3. Consultant is responsible for storage of all related holiday lighting Inventory, materials, tools, and related items. The City will not provide storage of these items, unless granted in writing by the City Manager's designee, including any temporary storage for staging and installation purposes. Consultant will store the City's Inventory locally at Consultant's facility located at 1167A NW 159th Drive, Miami Gardens, FL 33169, an indoor, air-conditioned, secured storage facility.
4. Consultant will inspect, repair, and refurbish decorations and lighting as needed pursuant to Exhibit "D" (Maintenance Plan, Inspection, Repair/ Refurbishment). Repair, refurbishment or replacement cost of the City's Inventory shall be negotiated between City and Consultant. String light replacement shall be made pursuant to Exhibit "F" (Fee Schedule).
5. It will be the Consultant's responsibility to remove and properly dispose of any leaves, branches, wiring or other debris which might occur during the removal of lighting, displays, or decorations. Decoration lighting/displays that are not properly removed and

stored by the Consultant shall be repaired and/or replaced at the Consultant's own expense.

E. RETURN OF INVENTORY AT FINAL TERM:

1. Final Inspection/Inventory. Final inspection of the City's Inventory begins immediately after removal of all decorations. The City's Inventory shall be returned to the City no later than February 15, unless otherwise indicated by the City Manager's designee.
2. Upon expiration or early termination of the Agreement, Consultant shall transfer, at Consultant's sole cost, all of the City's Inventory that is in possession of the Consultant to a location designated by the City Manager's designee. At the discretion of the City Manager's designee, the City's Inventory shall be delivered and loaded into City owned/rented storage facility or containers within the City of Miami Beach city limits FOB Destination/Miami Beach at Consultant's own expense.
3. The City's Inventory shall have been maintained pursuant to an approved repair and refurbishment plan within 30 calendar days. Inventory shall be subject to full inspection by the City prior to acceptance by the City.

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EXHIBIT B
HIGH PROFILE CORRIDORS

PROPOSED CORRIDORS:

The below locations represent current, high profile, and/or proposed locations for holiday lighting and displays. The City is open to possibly expanding this list for the purposes of proposal creativity. The City may add or remove locations dependent on budgetary funding. The City Manager may request new designs, programming of controllers of lights for special events, holidays, or other locations. Any proposals for additional services must be approved by the City Manager.

Special attention must be given to the holiday design of High-Profile Corridors (Items 1 through 6) in an effort to accentuate the City's major entrance points.

I. High Profile Corridors:

1. 41st Street Julia Tuttle entrance sign
2. 41st Street from Alton Rd to Indian Creek
3. Lincoln Rd
4. Police Station
5. Historic City Hall
6. City Hall Campus (1700 Convention Center Drive)

II. Key Corridors:

1. Alton Rd from 5th Street to 41st Street
2. Sunset Harbor Garage
3. Anchor Garage
4. Espanola Way from Washington Ave to Pennsylvania Ave
5. Washington Ave from 5th Street to Dade Blvd
6. Ocean Drive from 5th Street to 16th Street (includes Lummus Park)
7. 59th Street median
8. Collins Ave between 65th Street and 76th Street
9. 5th Street Lenox to Center Median (Lenox-Washington)
10. 71st Street (Bay Drive E to Bay Drive W)
11. 71st Street Normandy fountain and entrance sign
12. Normandy Drive (Bay Drive E to Bay Drive W)
13. Collins Park

14. 87th Street
15. 5th Street South Washington Ave
16. 5th Street South Alton Rd

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EXHIBIT C **IMPLEMENTATION PLAN FOR 2021**

The planning phase will consist of three phases; site inspection with city, lighting and décor inspection, allocation of refurbishment resources, acquisition of most commonly used materials, and scheduling of installation activities.

In Phase 1, site inspection, **Consultant will meet with city staff to walk each part of the project** to ensure complete understanding of the project and city expectations. Consultant will complete an electrical and site inspection providing a report to the city highlighting any potential deficiencies for correction, prior to the installation.

As phase one is in progress, Consultant will simultaneously **begin Phase 2, lighting and décor inspection and the allocation of refurbishment resources**. To ensure Consultant has the appropriate understanding of the project elements, Consultant will coordinate a site visit to inspect the lights, decor and materials prior to pickup. This two-day inspection will ensure that Consultant has complete understanding of the condition of the decor as well as work with Artistic Holiday's team to familiarize itself with the construction of decor taking out the guess work during installation.

Assuming the lights, decor and materials identified in the Cost Proposal document are in good condition, with no major repairs required, Consultant anticipates 14 days for inspection and repair. In the event the items inspected at Artistic Holiday are not in good condition, Consultant is able to add a second shift of inspection and repair to the schedule, guaranteeing the lighting, materials and decor is ready for installation no later than October 15th, 2021.

During the site inspection, Consultant will implement **Phase 3**, acquisition of most commonly used materials, by working with Artistic Holidays management to identify the most commonly required supplies, materials and quantities of each needed to support the City's Inventory. Consultant will work with Artistic Holiday to purchase the required items in advance to ensure we have the proper materials to support the project throughout the first season.

By the completion of Phase 3 Consultant has proactively scheduled the City's installation to ensure proper resources are available. Currently the City's proposed **installation plan is as follows:**

MCL will work with City staff to finalize an installation schedule prioritizing the most important Corridors as determined by the City, while considering the impact to pedestrian and vehicular traffic.

2021 ELECTRICAL INSTALLATION SCHEDULE

10.6.21 - City Hall / Sunset Harbor

10.7.21 - Julia Tuttle Entrance, 41st St (Ovation Decor, Frozen Tree, Menorahs, Dreidels)

10.7.21 - (Night) - 41st St - Poles, Palms, Crossing

10.8.21 - Ocean Drive

10.9.21 - Ocean Drive

10.11.21 - Espanola Way(morning), Washington Ave

10.12.21 - Lincoln Road

10.13.21 - 5th St., Police Station, fire Station 1, 2, 3/Anchor Garage

10.14.21 - Collins, Normandy Fountains, 87th St

10.15.21 - Open Park Spaces (TBD)

10.16.21 - North Shore Youth, 73rd and Ocean

10.18.21 - South Pointe

10.19.21 - 10.21.21 (Open as needed for potential weather delays)

LIGHT INSTALLATION PHASE

10.11.21 - (night) - Lincoln Road

10.12.21 - (night) - Espanola Way/41st ST

10.13.21 - Julia Tuttle,

10.14.21 - City Hall/Sunset Harbor

10.15.21 - 5th St/Ocean Drive

10.16.21 - Police, Fire stations 1, 2, 3

10.18.21 - Anchor Garage/Normandy Fountain/87th Street

10.19.21 - Open Parks (TBD)

10.20.21 - North shore youth center/73rd terrace

10.21.21 - South Point Park

10.22.21 - 10.24.21 (Open as needed for potential weather delays)

DECOR INSTALLATION PHASE

11.8.21- Julia/41st (Frozen, Ovations, Menorah, Dreidels)

11.8.21 - (Night) - 41st Pole decor, Prism

11.9.21 - Police/South Point

11.9.21 - (night) - Lincoln/Espanola

11.10.21 - City Hall

11.10.21 - (night) - Washington

11.11.21 - Ocean Dr

11.11.21 - (night) - Washington

11.12.21 - 5th St/Collins/Normandy

11.12.21 - 11.17.21 - (night) - (Open as needed for potential weather delays)

11.13.21 - 87th/North shore youth center

11.15.21 - 11.17.21 - (Open as needed for potential weather delays)

11.18.21 - Project inspection with city Staff

11.19 - 11.22 - Correction of any deficient items

11.23.21 - Project completed

11.25.21- Daily maintenance commences

Consultant installation plan will achieve a completed holiday display two days prior to Thanksgiving. To ensure the plans stays on track, Consultant needs the support and timely responses from city staff. Consultant will conduct weekly status meetings between the city and Consultant to update the city on Consultant's progress as well as communicate any support required from the city. Early and often communication eliminates pitfalls and facilitates a smooth installation process. In the event of extreme weather, such as a hurricane, Consultant will apply additional resources to the project to simultaneously install several locations at the same time if needed.

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EXHIBIT D

MAINTENANCE PLAN, INSPECTION, REPAIR/ REFURBISHMENT

A. LIGHTS AND ELECTRICAL COMPONENTS

1. Each light string is visually inspected for any damage or deterioration
2. Light strings are plugged into a GFCI outlet at our facility while exposed to light water. If the GFCI switch trips, the light is recycled.
3. Once light string passes inspection, they are bundled for storage in client designation containers.
4. Inventory systems are updated to track inventory.

B. DÉCOR INSPECTION GUIDELINES

Custom decor items that are part of the City's Inventory, require a custom-made checklist to inspect each product that is created with feedback from the manufacturer. Consultant's standard decor check list for the City's Inventory is as follows:

1. Decor components are visually inspected for any structural damage or deterioration
2. Decor is completely assembled
3. All hardware is inspected for damage or deterioration and replaced as needed
4. Electrical components are inspected for damage or deterioration
5. Decor is connected to a GFCI outlet and sprayed with light water to test for any electrical deficiencies. If deficiencies are identified, Consultant isolates the damaged electrical sections and replaces all electrical items.
6. Decor piece is lit again and retested with water to ensure the GFCI issue has been resolved.
7. Once the decor item passes inspection, it is packaged for storage and future transport
8. Inventory systems are updated

Inspection of lighting and decor begins immediately after removal of the items and is completed no later than February 15th of each Contract Year with reports generated for Consultant's management and clients if requested. All Inventory is stored in Consultant's cloud-based software and able to send daily, weekly, monthly, and quarterly reports as needed. Inventory reports are extremely customizable with custom fields if needed and can be formatted in many different ways. Please see below for sample of Consultant's standard inventory report.

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INVENTORY REPORT FORMAT

Date: 6/30/2021						
Sku	item_name	category_name	quantity_returned	quantity_available	quantity_refurbished	quantity_unrefurbished
MB-07050	Pink Umbrella	Miami Beach	0	1	1	0
MB-07059	Blue Umbrella	Miami Beach	1	0	0	1
MB-07029	Tree Base Décor	Miami Beach	10	3	3	7

INVENTORY REPORT NOTES:

1. SKU - A unique SKU will be created for each unit of the City's Inventory
2. Item Name - A unique Item Name will be created for each of Miami Beach's products
3. Category Name - All Miami Beach items will be in the same category, known as Miami Beach
4. Quantity Returned - This is the quantity that is brought back from the property, before inspection
5. Quantity Available - The number of units per SKU that has been refurbished, packaged, stored and ready to use in the future
6. Quantity Refurbished - Units that have been refurbished
7. Quantity Un-refurbished - Units in the warehouse that have been returned, but not yet refurbished.

MAINTENANCE:

Beginning two days before the Thanksgiving Holiday each contract year, through the duration of the displays, Consultant will have at minimum three dedicated service teams that will arrive on site at approximately 12:00 PM daily to inspect and repair the display as needed. Service teams are strategically organized to address the highest impact areas first, pursuant to the High-Profile Corridor List, attached hereto as Exhibit "B". Inspections are anticipated to be completed no later than 5:00 PM ensuring that when the sunsets each night, the holiday lights are on in Miami Beach. Daily maintenance reports are available in real-time through Consultant's client portal and can be emailed to city staff as well. City will have the ability to access the portal at no additional cost to report issues by virtue of submitting a ticket. Consultant shall submit before and after photos via portal after issue is resolved. Consultant will constantly analyze inspection report data and modify routes, staff, and maintenance times to provide the most efficient daily maintenance service to Miami Beach. Please see below Consultant's maintenance submission from the RFQ:

As each display is activated, *Consultant* will begin nightly inspection to ensure its constant pristine condition. Based on the areas highlighted in the RFQ, *Consultant* shall provide three dedicated maintenance technicians, specifically trained on Miami Beach's *Inventory* and intimately knowledgeable of the *City's* property will provide quick, quality nightly inspections. *Consultant's* service route will prioritize pursuant to Exhibit B, *with* the most important sections first. Each technician will be assigned to a region to minimize drive time and reduce service time.

After each nightly service, reports are reviewed and emailed to the city prior to 10 am the next day. *Consultant* also provides a customer portal to Miami Beach's team which will host nightly service reports with pictures and notes from *Consultant's* technicians. City staff also shall also have the ability to report outages through the portal and track the progression of the repair. This communication *will provide transparency as to the City's needs and Consultant's services under the Agreement.*

EXHIBIT E INVENTORY TRANSFER FORM

HOLIDAY DECORATION INVENTORY ACCEPTANCE FORM

ITEM	QUANTITY	DESCRIPTION	LOCATION	NOTES/COMMENTS
SP8013 Julia Tuttle Sign	1		Truck 1	
407689 Pink Umbrella	1		Truck 5	
407692 Blue Umbrella	1		Truck 5	
202389CA Prism suspension	4		Truck 4	
201753CAN Sapin pure	2	pure white rope, garlands, vitrail	1 in Truck 2	
408476 Snowflake	1		Truck 5	
408510 Jardin	4		Truck 1	
408498 Flamand - Flamingo	2		Truck 1	
408474 Milkyway Suspensions	3		Truck 1	
402694 Horus	1		Truck 1	
408486 Frozen Tree	2		Truck 4	
201567USA-24V Ovation	4		Truck 1	
202387CAN Prism 3m Pole Décor	6		Truck 2	
202387USA Prism 3m Pole Decor	33		Truck 2	
201755 Ornament	2	pure white	1 of 2 in truck 1	
201756 Giftbox	2	warm white	1 of 2 in truck 3	
202044 ribbon	2	pure white	Truck 2	
407949 tree base	20-24		Truck 1	
12ft Menorah	1		Truck 4	
Frame Up 30ft Tree with blue/silver ornaments	1		Truck 1	
Small Dreidels - Brite Ideas product	4		Truck 1	
Small Menorah - Brite Ideas product	1		Truck 1	
201805 Walk Thru Ornament	1		Truck 3	
2018 PRODUCT				
SP9131 Starburst	1		Truck 1	
408497 Miami Beach Sign	1	was stolen in 2017 and replaced in 2018	Truck 1	
201523 Sylma	1	purchased in 2017, installed in 2018	1/4 on truck 1, 1/4 on truck 2, 1/4 on truck 3, 1/4 on truck 4	
409249 Majestic Snowflake 6.5ft	2		Truck 1	
203146 Majestic Giftbox 6.5ft	2		1 of 2 on truck 1, 2 of 2 on truck 3	
202383CAN Prism 1m pole décor	72		Truck 2	
409192 Majestic Angels	4		Truck 1	
203145 Majestic 6.5ft Ornament	2		1 of 2 on truck 1, 2 of 2 on truck 3	
2019 PRODUCT				
Normandy Fountain Custom Tree - Mini lights with Star topper			Truck 2	
410376 Royal Ribbon Arch	1		Truck 5	
202724 Ground giftboxes	2		Truck 2	
409230 Radiant Stars	2		Truck 2	
408492 or 201621 Double Cone Tree	1		1/2 on truck 2, 1/2 on truck 3	
408942 Majestic Star 5.9ft	1		Truck 5	
408948 Majestic Tree 6.5ft	1		Truck 2	
202987 Majestic Gold Candy Canes 6.5ft	2		1 of 2 on truck 1, 2 of 2 on truck 2	

Transfer approved by:

Name	Date	Title
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Transfer approved by:

Name	Date	Title
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	2 - 3D Flamingos *Assumed 6' tall 4 - Jardin Flowers *Assumed 6' tall Total Corridor 3 (exclusive of the option below)	\$32,025.00	\$32,025.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$16,025.00	\$16,025.00
4	Police Station 4 Palm Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each 4 Tree Base Decors *Assumed 5' tall Icicle Lights *Assumed 200' 1 2M Scroll *Assumed anchor supports installed by City Total Corridor 4 (exclusive of the option below)	\$9,400.00	\$9,400.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$7,400.00	\$7,400.00
5	City Hall/Convention Center 12ft Menorah 30Ft Tree (pure white & warm white with blue ribbon & spangles) 10 Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each 12 Palms with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each 1,000 of icicle lights 3D Starburst *Assumed 8' tall Total Corridor 5 (exclusive of the option below)	\$57,550.00	\$57,550.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$38,550.00	\$38,550.00
6	Sunset Harbor Icicle lights on roofline *Assumed 500' of lights Total Corridor 6 (exclusive of the option below)	\$5,000.00	\$5,000.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$4,250.00	\$4,250.00
7	Anchor Garage Three level overhangs (w/ icicle lighting) *Assumed 100' of lighting		

	5 Palm Trees (2 orange, 1 blue, 1 pink, and 1 green) *Assumed 20' trees (5 lines) each 15 Trees with Fronds (3 orange, 4 blue, 4 pink, and 4 green) *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each Total Corridor 7 (exclusive of the option below)	\$12,375.00	\$12,375.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$6,375.00	\$6,375.00
8	Espanola Way 4 Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each Trunk wrapped trees * Assumed 1 tree, 5 lines 4 Chandelier Crossings *Assumed structural support installed by City 6" Spheres - 60 purple, 60 green, and 60 red *Assumed install is 6' or lower to ground Total Corridor 8 (exclusive of the option below)	\$25,800.00	\$25,800.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$19,800.00	\$19,800.00
9	Washington Avenue 72 - 1m pole décor *Assumed support bracket already installed on each pole Total Corridor 9 (exclusive of the option below)	\$5,400.00	\$5,400.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$4,590.00	\$4,590.00
10	Ocean Drive / Lummus 12 Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each 30 Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each 10 Trunks *Assumed 10' trees Animated Ribbon Arch *Assumed 12' tall 2 Ground Ribbons *Assumed 6' tall 2 Majestic Angels * Assumed 6' tall 2 Majestic Giftbox - 6.5ft 2 Majestic Ornaments - 6.5ft Sylma Total Corridor 10 (exclusive of the option below)	\$40,350.00	\$40,350.00

	Option: <i>Emergency Event Removal and Replacement</i>	\$20,350.00	\$20,350.00
11	Collins (46th - 64th Street) 1 Majestic Star - 5.9ft 1 Majestic Tree - 6.5ft 2 Majestic Gold Candy Canes - 6.3ft Total Corridor 11 (exclusive of the option below)	\$2,400.00	\$2,400.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$2,040.00	\$2,040.00
12	5th Street 12 Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each 2 Majestic Snowflakes *Assumed 6' tall Total Corridor 12 (exclusive of the option below)	\$7,500.00	\$7,500.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$4,500.00	\$4,500.00
13	Normandy Fountain 12 Palm Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each Custom Miami Beach Sign *Assumed 4'x6' Custom Tree *Assumed 15' tall 2 Majestic Angels *Assumed 6' tall 2 Radiant Stars *Assumed 4' tall Total Corridor 13 (exclusive of the option below)	\$15,000.00	\$15,000.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$9,000.00	\$9,000.00
14	87th Street Branch wrapped trees in pure white *Assumed 10 lines per tree and 2 tree Frozen tree in warm white and blue * Assumed 10 tall Total Corridor 14 (exclusive of the option below)	\$8,200.00	\$8,200.00
	Option: <i>Emergency Event Removal and Replacement</i>	\$4,000.00	\$4,000.00

15	Open Space Park 200 sets of lights *Assumed lights install on structures/tree no higher than 5' Total Corridor 15 (exclusive of the option below)		
		\$10,000.00	\$10,000.00
	Option: <i>Emergency Event Removal and Replacement</i>		
		\$5,000.00	\$5,000.00
16	North Shore Youth Center C9 Roofline Bulbs (Pure White) *Assumed 100' of lights Mini Lights on trunks and fronds of 4 palm trees *Assumed 20' tree (5 lines) and 5 fronds 12ft Scroll in warm and pure white *Assumed City to provide structural support Total Corridor 16 (exclusive of the option below)		
		\$6,550.00	\$6,550.00
	Option: <i>Emergency Event Removal and Replacement</i>		
		\$4,257.50	\$4,257.50
17	73rd and Ocean Terrace 16 total palm trees in pure white with pure white fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each Total Corridor 17 (exclusive of the option below)		
		\$8,400.00	\$8,400.00
	Option: <i>Emergency Event Removal and Replacement</i>		
		\$5,400.00	\$5,400.00
18	Fire Station #2 8 Palms with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each 200' Icicles Total Corridor 18 (exclusive of the option below)		
		\$6,200.00	\$6,200.00
	Option: <i>Emergency Event Removal and Replacement</i>		
		\$4,200.00	\$4,200.00
19	Fire Station #3 200' icicles 4 Palm Trees with Fronds *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each Total Corridor 19 (exclusive of the option below)		
		\$4,100.00	\$4,100.00
	Option: <i>Emergency Event Removal and Replacement</i>		
		\$3,100.00	\$3,100.00

20	South Pointe Park 12 Palms with Fronds in pure white *Assumed 20' trees (5 lines) with 5 fronds (1 line/frond) each Double cone tree in all pure white *Assumed 12' tall Enchanted giftbox and ornament from Ocean Park *Assumed 6' tall Ribbons from Ocean Park *Assumed 6' tall Total Corridor 20 (exclusive of the option below) Option: <i>Emergency Event Removal and Replacement</i>		
		\$14,700.00	\$14,700.00
		\$9,700.00	\$9,700.00
20	Grand Total Corridors 1 through 20 Grand Total Emergency Removal	\$318,100.00	\$318,100.00
		\$199,687.50	\$199,687.50
21	Replacement Lighting *Assumed LED string lights shall be nonproprietary and be readily available on a competitive market as needed. LED String Lights 50ct, 4" spacing, cool white color, standard plugs standard wire \$ 20.00 per set LED String Lights 70ct, 4" spacing, cool white color, standard plugs standard wire \$ 20.00 per set LED String Lights 50ct, 6" spacing, cool white color, standard plugs standard wire \$ 20.00 per set LED String Lights 70ct, 6" spacing, cool white color, standard plugs standard wire \$ 20.00 per set \$ 6.00 per Line LED Perimeter Lights, C7 cool white color, standard plugs standard wire Ft		

Note: Emergency Removal Cost does not include removing all items in the corridor. Items that have a low risk of damage (lights on trees) will remain installed. In the event the city requires all items to be removed the cost will then be equal to 85% of the installation fee per corridor.