

RESOLUTION NO. 10-1979

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF NOVA ENGINEERING AND ENVIRONMENTAL, LLC CHANGE ORDER NO. 1 TO CONTINUE SERVICES AS THE SPECIAL INSPECTOR TO PERFORM CONSTRUCTION MATERIALS TESTING SERVICES AS REQUIRED BY THE FLORIDA BUILDING CODE ON THE COMMUNITY CENTER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 7, 2010, the Town of Surfside contracted with Nova Engineering and Environmental LLC (“Nova”) to perform inspection services as required by the Florida Building Code for the Community Center Project; and

WHEREAS, Nova Change Order No. 1 dated October 20, 2010 acknowledges and agrees that the Not To Exceed Amount of Surfside Purchase Order No.100052 is increased by \$14,060 to continue services as the special inspector to perform construction materials testing services on the Community Center project; and

WHEREAS, the Town Commission has decided it is in the best interest of the Town to accept the Nova’s Change Order No. 1 and authorizes the Town Manager to accept Nova’s Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval.** The Town Commission approves the Nova Change Order No. 1 dated October 20, 2010 attached hereto as Exhibit “A” between the Town of Surfside and

Nova.

Section 3. Authorization. The Town Commission authorizes the Town Manager to execute and do whatever is necessary to effectuate the terms of Nova Change Order No. 1 dated October 20, 2010.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.


PASSED AND ADOPTED this 9 day of November, 2010

motion by Commissioner Karukin, seconded by Commissioner Olchyk


FINAL VOTE ON ADOPTION

Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk
Vice Mayor Joseph Graubart
Mayor Daniel Dietch

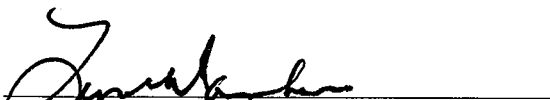
yes
absent
yes
yes
yes


Daniel Dietch, Mayor

ATTEST:


Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:


Lynn M. Dannheisser
Town Attorney



13800 NW 14th Street
Suite 130
Sunrise, Florida 33323
954.424.2520 / Fax - 954.424.2580
www.usanova.com

October 20, 2010

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

In Care of: Mr. Chris Giordano

Subject: Proposal to Provide Special Inspection Services
SURFSIDE COMMUNITY & AQUATIC CENTER
9801 Collins Avenue
Surfside, Florida

REQUEST FOR CONTRACT CHANGE ORDER - 02-10-285CO1

Dear Mr. Giordano:

In reference to the Special Inspection Services we are currently providing on your Surfside Community Center project, and pursuant to our previously executed Contract Agreement dated March 22, 2010, it is respectfully requested that we be provided with this Contract Change Order amending the project scope and stipulated fees as follows.

In response to your recent request and revised project requirements, we propose to provide **Special Inspection Services** for the following structural components:

- Reinforcing Steel Placement
- Foundations and Slab on Grade
- Engineered Unit Masonry
- Concrete Monitoring
- Shoring
- Heavy Gage Structural Steel Soffit Framing
- Exterior Soffit Sheathing
- Window and Door Attachments

Offering services nationwide:

Environmental Consulting – Geotechnical Engineering – Construction Materials Testing – Inspection Services
Facility Engineering – Building Envelope Consulting – Loss Prevention – Code Compliance
Municipal Support/Outsourcing – Private Provider Services™

We further request to amend our scope of services to perform **Construction Materials Testing Services** which will include:

SITE PREPARATION:

- Perform laboratory testing of proposed fill soils to determine their suitability, and moisture content versus dry density relationship (i.e. Proctor compaction testing, Atterberg limits determination, and/or sieve analysis, as applicable).
- Provide qualified personnel for observing structural fill placement, and perform field density and moisture content tests at the frequency specified in the project specifications.

STRUCTURAL CONCRETE SAMPLING & TESTING:

- Sample and test freshly mixed concrete, and mold compressive strength cylinders for structural concrete. Testing of the plastic concrete will include measurement of its slump, air content and temperature. Frequency of sampling/testing shall be **one set of 4 cylinders per 50 cubic yards** placed.
- Secure and transport initial field cured samples to our laboratory where they will be stripped, logged, prepped and final cured in a moist room.
- Perform laboratory compressive strength tests on cured concrete cylinders in accordance with specified testing schedule.

MASONRY:

- Confirm that the proper mix number, type, and strength of masonry mortar and grout are being placed at the proper location(s).
- Follow up of the grout placement in the filled cells by sounding the walls with a hammer
- Sample and test freshly mixed grout and mold compressive strength prisms/cubes for structural masonry/grout. Testing of the freshly mixed grout will include measurement of its slump, and temperature, as appropriate. Frequency of testing shall be in accordance with the project specifications.
- Perform laboratory compressive strength tests on cured grout prisms.

We propose to provide the aforementioned services and documentation for the following fees. **It is important to note that the unit costs included in this proposal include all mobilization costs, technician time in the field, sample pickup, laboratory testing, reporting and review time associated with the performance of the proposed tests.**

➤ **SPECIAL INSPECTION SERVICES**

• Special Inspector	74 Inspections @ 60.00/Hr w/2.5 Hr min	\$ 11,100.00
• PM, Project Engineer	7 Hr @ \$ 100.00/Hr	\$ 700.00

ESTIMATED FEES **\$ 11,800.00**

➤ **CONSTRUCTION MATERIALS TESTING SERVICES**

• Densities	30 sets @ \$22.00/set	\$ 660.00
• Modified Soil Proctors	2 tests @ \$85.00/Set	\$ 170.00
• Concrete Cylinders	18 sets @ \$65.00/Set	\$ 1,170.00
• Grout Prisms	4 sets @ \$65.00/Set	\$ 260.00

ESTIMATED FEES **\$ 2,260.00**

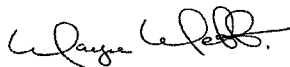
Testing and engineering services requested will generally comply with current ASTM and AASHTO standards, local codes and contract documents.

Experienced Engineering Technician, Inspector or Engineering personnel will be assigned tasks as scheduled by our client and/or the contractor's representative. Please note, we request that 24-hour notice be provided when scheduling our services so that we may efficiently coordinate our staff.

Please acknowledge your acceptance of this Contract Change Order by signing below and returning a copy of this letter to my attention.

We would like to thank you for your cooperation regarding this matter and look forward to our continued association.

Respectfully submitted,
NOVA Engineering and Environmental, LLC



Wayne Webb, P.E.
Geotechnical/CMT Unit Manager



Joe Atria, SI
Branch Manager

Attachment: Professional Services Agreement

**NOVA ENGINEERING AND ENVIRONMENTAL, LLC
PROFESSIONAL SERVICES AGREEMENT**

DATE: October 20, 2010	PROPOSAL NO.: 02-10-285CO1
PROJECT NAME AND ADDRESS SURFSIDE COMMUNITY & AQUATIC CENTER 9801 Collins Avenue Surfside, Florida	CLIENT NAME AND ADDRESS Town of Surfside 9293 Harding Avenue Surfside, FL 33154 I/C/O: Mr. Chris Giordano Phone: (954) 921-7781 Phone: (954) 921-7781
Fees*:	
	<u>Accepted</u>
SPECIAL INSPECTION SERVICES.	\$ 11,800.00 <input type="checkbox"/>
CONSTRUCTION MATERIALS TESTING	\$ 2,260.00 <input type="checkbox"/>
<i>*for complete pricing information, see text of proposal.</i>	

NOVA will invoice monthly and our payment terms are net 30 days. This change order is valid for 90 days. If this change order is acceptable, please sign and return this Professional Service Agreement via facsimile to (954) 424-2580.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Fed Tax ID:
	Email Address:

SCHEDULE OF FEES

STRUCTURAL

CONCRETE & MASONRY SAMPLING & TESTING	PRICE	UNIT
Concrete/Masonry Technician (Field Sampling and Testing)	\$35.00	HR ⁽³⁾
Laboratory Curing, Preparation and Compressive Strength Testing:		
Concrete Cylinders	\$15.00	CYL
Concrete Compressive Testing (set of 4)	\$65.00	SET
Concrete Beams (Flexural Strength)	\$95.00	EA
Concrete Cores	\$35.00	EA ⁽¹⁾
Grout Cubes	\$10.00	EA
Block Compression Strength Test	\$85.00	EA
Block Absorption Test	\$95.00	EA
Block Prisms	\$95.00	EA
Grout Prisms (set of 3)	\$65.00	SET
Mortar Cubes (set of 6)	\$72.00	SET
Swiss Hammer Test	\$45.00	HR ⁽³⁾
Windsor Probe Test (add \$10.00 Per Shot)	\$45.00	HR ⁽³⁾

STRUCTURAL STEEL AND ROOF TESTING AND INSPECTIONS	PRICE	UNIT
Structural Steel Technician (CWI)	\$85.00	HR ⁽²⁾
Bolt Torque Testing	\$85.00	HR ⁽²⁾
Magnetic Particle Weld NDT	\$85.00	HR ⁽²⁾
Liquid Penetration Weld NDT	\$85.00	HR ⁽²⁾
Roof Pull Test TAS 105 and 106	\$115.00	HR ⁽²⁾

GEOTECHNICAL

SOILS AND ASPHALT SAMPLING & TESTING	PRICE	UNIT
Field Services:		
Inspector or Technician	\$35.00	HR ⁽³⁾
Field Densities	\$22.00	EA ⁽¹⁾
Dynamic Soil Penetrometer (Includes Field Technician)	\$35.00	EA ⁽¹⁾
Laboratory Services:		
Moisture-Density Relationship (Standard Proctor)	\$85.00	EA
Moisture-Density Relationship (Modified Proctor)	\$85.00	EA
Limerock Bearing Ratio Test	\$300.00	EA
Sieve Analysis	\$65.00	EA
Organic Content Test	\$30.00	EA
Asphalt Cores (thickness & density)	\$20.00	EA ⁽¹⁾
Asphalt Extraction and Gradation	\$125.00	EA
Asphalt Marshall Stability & Flow	\$140.00	EA

PROJECT MANAGEMENT & EXPENSES	PRICE	UNIT
Project Engineer/Professional	\$100.00	HR
Staff Engineer/Professional	\$95.00	HR
Special Inspector Field Representative	\$60.00	HR ⁽³⁾
Administrative Staff	\$30.00	HR
Direct Expenses (i.e. coring, surveying equipment, etc.)	Cost plus 15%	
Mileage	\$0.75	Per Mile

- (1) Minimum Charge of 4 tests per site visit
- (2) Minimum Charge of 4 hours per site visit
- (3) Minimum Charge of 2.5 hours per site visit

Note: In addition, a cancellation charge of 1 hour of the personnel time will apply to each scheduled site visit that is cancelled without a four (4) hour advance notice. Premium rate charges will be applicable for services performed outside normal working hours (7:00 a.m. to 5:00 p.m), over 8 hours per day, and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate for engineers, inspectors and technicians. .

**NOVA ENGINEERING AND ENVIRONMENTAL LLC
GENERAL TERMS AND CONDITIONS**

1. SCOPE OF WORK. NOVA Engineering and Environmental LLC, (the "Company") shall perform the services defined in this Agreement and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). The Company will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by the Company. Client will be invoiced for additional services at the Company's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

2. RIGHT OF ENTRY. The Client will provide for right of entry of the Company personnel and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES. The Company will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. The Company shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by Client provided all amounts due to the Company have been paid. Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay the Company for its services in accordance with the above Agreement, regardless of whether or not he has been paid by his client.

4. SAFETY. The Company is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Company, nor the presence of the Company's employees and subcontractors shall be construed to imply the Company has any responsibility for job safety or any activities on site performed by personnel other than the Company's employees or subcontractor.

5. STANDARD OF CARE. Service performed by the Company under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed. No other warranty, expressed or implied, is made, including without limitation, any warranty of fitness for a particular purpose.

6. INSURANCE & GENERAL LIABILITY. The Company represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that the Company has such coverage under public liability and property damage insurance policies which the Company deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by the Company, if procurable, and charged to the Client.

7. DISPUTES. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and the Company shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK. In no event, will the Company will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, the Company shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the Company in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from the Company.

10. ASSIGNS. This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the Company may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required, it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and a administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS. The Company will not be held liable for problems that may occur if the Company's recommendations are not followed.

13. LIMITATION OF LIABILITY. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of the Company in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by the Company under this Agreement. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

14. INDEMNIFICATION BY CLIENT. Client shall indemnify and hold harmless the Company, the Company's affiliates, subsidiaries and clients, and all of their respective directors, officers, employees, managers, members, shareholders and representatives (collectively, the "Indemnitees") from and against all damages, liabilities, losses, damages, costs and expenses (including without limitation, reasonable attorneys fees and costs) (collectively, "Losses"), which any and all such Indemnitees hereafter may suffer or incur in connection with any claim, action, proceeding, or right of action (at law or in equity) (individually and collectively, a "Claim") because of or arising from the acts, omissions, negligence, gross negligence or willful misconduct on the part of Client, or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees (collectively, the "Client Parties"). Recognizing that it may be difficult to allocate total responsibility for a particular act or omission by a Client Party from the work and services being performed by the Company, if any such Losses are caused in whole or in part by any act, omission, or default by the Indemnitees, then the aggregate amount of the Client's (and Client Parties') liability for such Losses shall not exceed the greater of \$250,000 or twelve times the amount of fees charged by the Company for its services under this Agreement (the "Shared Fault Limitation"). The parties agree that the Shared Fault Limitation bears a reasonable commercial relationship to the services provided by the Company and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, in no event shall any Client Party have any duty of indemnification hereunder for Losses resulting from the gross negligence, or willful, wanton or intentional misconduct, of the Company or its officers, directors, agents or employees. Except as set forth in the preceding sentence, the Company Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any the Company Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of the Company's employees or agents to any hazardous materials at the jobsite.

15. HAZARDOUS MATERIALS. It is acknowledged by both parties that the Company's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event the Company or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of the Company's services, the Company may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

16. SAMPLE DISPOSAL. Unless other arrangements are made, the Company will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by the Company. In addition, Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, the Company shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION. Client acknowledges that it is impossible for the Company to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although the Company will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless the Company from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate the Company for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS. As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement:

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of the Company to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: the Company's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by the Company. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit the Company to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITED LIABILITY COMPANY PROTECTION. It is intended by the parties to this Agreement that the Company's services under this Agreement shall not subject the Company's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered or the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Company, a Delaware limited liability company, and not against any of the Company's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its principles of conflicts of law. Amendment: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto. Waivers: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term. Severability: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby. Integration: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties. Sovereign Immunity. In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then the Company (and all the Company Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with the Company and take all necessary and appropriate actions to qualify the Company (and the the Company Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.