

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
SOUTH FLORIDA UTILITIES, INC,
for
MAINTENANCE ACCESS STRUCTURE AND WET WELL REHABILITATION
IFB No. 05-01-24-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and South Florida Utilities, Inc. D.B.A. Lift Station Services, with principal offices located at 736 NW 8th Avenue Fort Lauderdale, FL 33311 (the "Contractor") to provide Maintenance Access Structure and Wet Well rehabilitation Services pursuant to IFB No. 05-01-24-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of IFB No. 05-01-24-11 (the "IFB") all addenda issued prior to, and all modifications issued after execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the IFB documents, and addenda, in that order.

2) The Work

The Contractor shall perform all work for the City required by the contract documents and as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed pursuant to IFB No. 05-01-24-11. Pricing shall be as per Exhibit "A" Schedule of Proposal Prices.

4) Contract Term

The initial contract period shall be for five (5) years, beginning upon City Commission approval.

5) Contract Extension

The City reserves the right to extend the agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City in writing. Contractor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

7) Remedies

a) **Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b) **Correction of Work**

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

8) Independent Contractor

Contractor is an Independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

9) Non-Exclusive Agreement

The services to be provided by Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

10) Warranties of Contractor: Contractor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Contractor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Contractor shall perform its obligations in a prompt, professional and businesslike manner.

11) Insurance Requirements

Throughout the term of this Contract, Contractor and/or any and all subcontractors or anyone directly employed by either of them shall maintain in full force at their own expense the insurance requirements specified in the Invitation for Bid.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Mark G. Carpenter, President
South Florida Utilities, Inc. D.B.A. Lift Station Services
736 NW 8th Avenue
Fort Lauderdale, FL 33311
Phone: 954-525-3751
Email: sfluinc@sfluinc.com

13) Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14) Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political

subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause.”

15) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

17) Attorney's Fees

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

18) Joint Preparation

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

19) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

20) Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and South Florida Utilities, Inc. D.B.A. Lift Station, Contractor, signing by and through Mark G. Carpenter, President, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose
City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

[Contractor's Signature to Follow]

CONTRACTOR

ATTEST:

South Florida Utilities, Inc. D.B.A. Lift Station

Contractor

K. Walters
(Corporate Secretary)

Mark G. Carpenter 7.17.24
Signature of President/Owner Date

KELLI A WALTERS
Type/Print Name of Corporate Secy.

Mark G. Carpenter
Typed Name of President

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of July, 2024, by MARK G. CARPENTER as PRESIDENT for SOUTH FLORIDA UTILITIES, INC.



[Signature]

Signature of Notary Public
State of Florida at Large

Ludlow Cosmo English

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

EXHIBIT "A"

CITY OF COCONUT CREEK
 MAINTENANCE ACCESS STRUCTURE AND WET WELL REHABILITATION
 BID NO. 05-01-24-11

BID SCHEDULE OF PROPOSED PRICING

BIDDER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH THE EBID SYSTEM "LINE ITEMS" TAB

WWW.COCONUTCREEK.NET/FIN/PROCUREMENT

Item	Description	Unit	Qty	Unit Cost	Total
1	Rehabilitation with Epoxy- 60mils	Sq. Ft	1000	\$ 23.00	\$ 23,000.00
<u>2</u>	Rehabilitation without Epoxy	Sq. Ft	1000	\$ 17.00	\$ 17,000.00
<u>3</u>	Bench/ Mud Work	Sq. Ft	100	\$ 70.00	\$ 7,000.00
<u>4</u>	Rings and Covers	Ea	10	\$ 1,402.80	\$ 14,028.00
<u>5</u>	Bypass Pumping - 1 invert	Day	5	\$ 800.00	\$ 4,000.00
<u>6</u>	Bypass Pumping - 2 inverts	Day	5	\$ 800.00	\$ 4,000.00
<u>7</u>	Removal of existing pump, rail, base saddle, etc.	Ea	10	\$ 1,503.96	\$ 15,039.60
<u>8</u>	Vacuum Pressure clean wet well	Hr	100	\$ 300.00	\$ 30,000.00
<u>9</u>	Removal of existing piping up to 10" in diameter	Ea	10	\$ 2,154.00	\$ 21,540.00
<u>10</u>	Removal of existing piping greater than 10" in diameter	Ea	10	\$ 2,406.00	\$ 24,060.00
<u>11</u>	Install new piping and/or elbows up to 10" in diameter	Ea	10	\$ 2,658.00	\$ 26,580.00
<u>12</u>	Install new piping and/or elbows greater than 10" in diameter	Ea	10	\$ 3,666.00	\$ 36,660.00
<u>13</u>	Re- Install City's pump, rail, seals, saddle, base, pipes, etc.	Ea	10	\$ 2,154.00	\$ 21,540.00
<u>14</u>	Install new pump base (Supplied by the City)	Ea	10	\$ 2,658.00	\$ 26,580.00
<u>15</u>	6" thick concrete slab	per yard of concrete	3	\$ 451.02	\$ 1,353.06
<u>16</u>	Removal and replacement of 6' diameter Wet well top slab with aluminum double pedestrian access doors 66" x 48" opening	Ea	1	\$ 8,390.11	\$ 8,390.11

17	Removal and replacement of 8' diameter Wet well top slab with aluminum double pedestrian access doors 66" x 36" opening	Ea	1	\$ 9,684.38	\$ 9,684.38
18	Removal and replacement of 10' diameter Wet well top slab with aluminum double pedestrian access doors 66" x 48" opening	Ea	1	\$ 13,173.01	\$ 13,173.01
19	Removal and replacement of 12' diameter Wet well top slab with aluminum double pedestrian access doors 72" x 60" opening	Ea	1	\$ 16,269.07	\$ 16,269.07
20	Valve vault remove and replacement 8' x 8' slab with aluminum double pedestrian access door 60" x 60" opening	Ea	1	\$ 12,507.90	\$ 12,507.90
21	Replacement on valves 4" x 6"	Ea	4	\$ 1,264.80	\$ 5,059.20
22	Replacement on valves 8" x 10"	Ea	4	\$ 1,768.80	\$ 7,075.20
23	Replacement on valves 12" x 16"	Ea	4	\$ 2,272.80	\$ 9,091.20
24	Man crew for work not listed	Hr	1	\$ 270.00	\$ 270.00
25	Mobilization (equipment set-up, etc.	LS	1	\$ 2,599.94	\$ 2,599.94
26	Demobilization (back on line, plugs, restoration, etc.)	LS	1	\$ 1,733.29	\$ 1,733.29
	TOTAL COST (ITEMS 1 THROUGH 26)			\$ 90,997.88	\$ 358,233.96