

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
ONE TRADE CAPITAL, INC., d.b.a. R&J PLUMBING AND BACKFLOW SERVICES
for
PLUMBING SERVICES
RFP No. 04-24-24-11
(SECONDARY)

THIS AGREEMENT is made and entered into this 13th day of June, 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 One Trade Capital, Inc., a Florida Corporation, d.b.a. R&J Plumbing and Backflow Services Company with offices located at 1830 N. University Drive #304, Plantation, FL 33322 (the “Contractor”) to provide Plumbing Services pursuant to RFP No. 04-24-24-11.

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 RFP No. 04-24-24-11, all addenda issued prior to 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 incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, any addenda to RFP No. 04-24-24-11, and RFP No. 04-24-24-11 in that order.

2) The Work/Services

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

- a) The Secondary Contractor shall be utilized in instances where the Contract Administrator determines that it is in the best interest of the City based on the specific requirements of the project, or as needed, or if the Primary Contractor is unavailable due to a schedule conflict.
- b) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- c) Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor’s expense.
- d) Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- e) Contractor must 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. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.
- f) Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will after receipt of a written notice from the City to do so, promptly correct the work.

3) Contract Price

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" - Schedule of Proposal Prices and as per the approved budget.

4) Contract Term

The initial Agreement period is for three (3) years commencing on the date written on the first page of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year terms consistent with the Contractor's annual invoicing and the City's payment process as provided in the Contract Documents. An unpaid invoice will not constitute an extension of this agreement or the work/services detailed hereunder. Any extension, notwithstanding inconsistent language on the Contractor's invoice, will have all the same terms, conditions, and specifications as stated herein. Contractor must give written notice to the City not less than ninety (90) days prior to a renewal date of any adjustment in the initial Contract amount. Contract renewal will be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

5) Contract Extension Beyond the Term

In the event services are scheduled to end because of the expiration of this contract, the Contractor must 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) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods

and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

9) 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

Giselle Capps
One Trade Capital, Inc., d.b.a. R&J Plumbing and Backflow Services
1830 N. University Drive #304
Plantation, FL 33322
Phone: 954-748-9271
Email: rjplumbing@aol.com

10) Agreement Subject to Funding

This Agreement will 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.

11) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

12) 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.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) 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.

15) It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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CONTRACTOR

ATTEST:

One Trade Capital, Inc., d.b.a. R&J
Plumbing and Backflow Services

Company Name

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Giselle Capps

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2024.

Signature of Notary Public
State of Florida at Large

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"
PLUMBING SERVICES
RFP NO. 04-24-24-11
SCHEDULE OF PROPOSAL PRICES

DESCRIPTION	UOM	R&J Plumbing and Backflow Services (One Trade Capital Inc.)
Master Plumber	HR	\$ 125.00
Journeyman	HR	\$ 100.00
Apprentice / Helper	HR	\$ 85.00
Master Plumber	HR	\$ 187.50
Journeyman	HR	\$ 150.00
Apprentice / Helper	HR	\$ 127.50
Plumbing Video Camera Inspection	HR	\$ 250.00
Parts - Percentage Mark-up - Not to Exceed 20%	%	20.0%