

RESOLUTION NO. 2022-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND MASTER MECHANICAL SERVICES, INC. TO PROVIDE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SERVICES PURSUANT TO RFP NO. 02-23-22-10; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the City's intent to establish an agreement with an experienced and qualified company to provide routine and emergency repair and replacement services for the City's heating, ventilation, and air conditioning (HVAC) equipment on an as needed basis; and

WHEREAS, the City issued thirty-nine (39) electronic invitations, including twenty (20) minority businesses, through the eBid system for Request of Proposals (RFP) No. 02-23-22-10 on January 23, 2022, and one (1) vendor submitted a complete response: Master Mechanical Services, Inc.; and

WHEREAS, a selection committee consisting of John Tetteris, Public Works Superintendent; John Yancey, Public Works Senior Lead Worker; and Salvatore Magliarisi, Public Works HVAC Mechanic, evaluated the submittal using the rating criteria listed in the RFP document; and

WHEREAS, after a comprehensive evaluation process, which included the review of the vendor's price, operational plan for the City, qualifications and experience, resources and availability and past performance, the selection committee recommends that an agreement with Master Mechanical Services, Inc. be approved to provide HVAC Services to the City; and

WHEREAS, the initial contract term shall be for three (3) years beginning upon Commission approval; and

WHEREAS, the City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all terms, conditions and specifications remain the same; and such extension is approved by the City; and

WHEREAS, the City Commission finds it to be in the best interest of the City to enter into an agreement with Master Mechanical Services, Inc. to provide HVAC services to the City based upon the selection committee's evaluation, results of the reference surveys, and recommendation for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

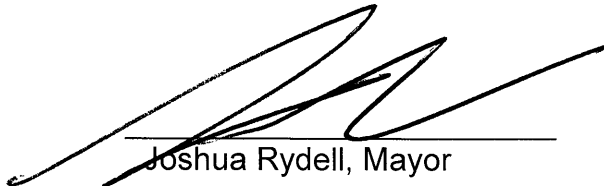
Section 2: That the City Commission has reviewed and hereby approves the attached agreement between the City of Coconut Creek and Master Mechanical Services, Inc. to provide HVAC services pursuant to RFP No. 02-23-22-10.

Section 3: That the City Manager, or designee, is hereby authorized to execute the attached agreement between the City of Coconut Creek and Master Mechanical Services, Inc. for HVAC services pursuant to RFP No. 02-23-22-10.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 14th day of April, 2022.



Joshua Rydell, Mayor



Marianne Bowers

Marianne Bowers, Interim City Clerk

| | |
|----------|-------------------|
| Rydell | <u>Aye</u> |
| Welch | <u>Aye</u> |
| Tooley | <u>Aye</u> |
| Railey | <u>Aye</u> |
| (Vacant) | <u> </u> |

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
MASTER MECHANICAL SERVICES, INC.
for
HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES
RFP NO. 02-23-22-10

THIS AGREEMENT is made and entered into this 14th day of April, 2022 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 Master Mechanical Services, Inc., a Florida corporation with offices located at 15181 NW 33rd Place, Miami, FL 33054 (the "Vendor") to provide Heating, Ventilation and Air Conditioning (HVAC) Services pursuant to RFP No. 02-23-22-10.

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

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 02-23-22-10, 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 as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and RFP No. 02-23-22-10, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall 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.
- d) Vendor 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 Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor/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.

3) Contract Price and Payment

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" – Schedule of Proposal Prices and as per the approved budget. Payment shall be made within thirty (30) days of invoice received by City for work performed by Vendor and accepted by City.

4) Contract Term

The initial Agreement period shall be for three (3) years commencing on the date written on the first page of this Agreement.

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. Vendor 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 Vendor 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 Vendor 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 is an Independent 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 shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor 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 and the City and the City will not be liable for any obligation incurred by Vendor, 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.

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.

VENDOR

JoAnn Pinna, President
Master Mechanical Services, Inc.
15181 NW 33 Place
Miami, FL 33054
Phone: 305-825-3004
Fax: 305-825-1607
Email: jpinna@mastermechanicalservices.com

10) 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.

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 Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor 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) E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat. as amended.

15) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor 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 Vendor and the City.

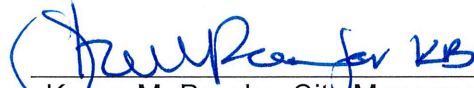
16) Interpretation



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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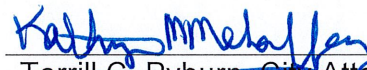
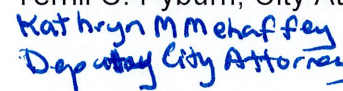
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Master Mechanical Services, Inc., signing by and through its President or designee duly authorized to execute same.

CITY OF COCONUT CREEK


Karen M. Brooks, City Manager 4/19/22
Date

ATTEST:


Marianne Bowers 4/19/22
Interim City Clerk Date

Approved as to form and legal sufficiency:


Terrill C. Pyburn, City Attorney 4/19/22
Date

Kathryn M. Mahaffey
Deputy City Attorney

[Vendor's Signature to Follow]

VENDOR

ATTEST:

Master Mechanical Services, Inc.
Company Name

[Signature]
(Corporate Secretary)

[Signature]
Signature of President/Owner

3-23-22
Date

Sean Pinna
Type/Print Name of Corporate Secy.

JoAnn Pinna
Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida:

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of March, 2022, by JoAnn Pinna as President for Master Mechanical Services, Inc.



STEPHANIE PINERO
Commission # HH 078505
Expires February 5, 2025
Bonded Thru Budget Notary Services

[Signature]

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"

CITY OF COCONUT CREEK

HVAC SERVICES

RFP NO. 02-23-22-10

SCHEDULE OF PROPOSAL PRICES

| Certified HVAC Technician With EPA Refrigerant Certification | Per Hour |
|---|---------------------------|
| Hourly Rate (during normal operating hours) | \$82.00 |
| Hourly Rate (outside of normal operating hours) | \$120.00 |
| Apprentice / Helper | Per Hour |
| Hourly Rate (during normal operating hours) | \$70.00 |
| Hourly Rate (outside of normal operating hours) | \$95.00 |
| Parts / New Units | Percentage Mark-up |
| Parts/New units shall be billed at wholesale cost plus a percentage mark-up | 10% |

NOTE:

Proposer agrees to supply services at the prices bid in accordance with the terms, conditions, and specifications contained in RFP No. 02-23-22-10. All price information to be used in the RFP evaluation should be on this page.

Vendor shall submit manufacturer's price sheet when submitting invoice.