

**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND CHAMPION CONTROLS, Inc.**

THIS IS AN AGREEMENT ("Agreement") dated this 10<sup>th</sup> day of January 2023 by  
and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 ("**City**"),

and

**CHAMPION CONTROLS, Inc.**, a Florida corporation, located at 811 NW 57<sup>th</sup> Place, Fort Lauderdale, FL 33309, hereinafter "**CONTRACTOR**," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to: repairs, modifications and replacement of various electric motors, pumps, generators and related appurtenances; and

**WHEREAS**, the City Code Section 2-258 provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of Contract No. PNC2122960B1\_1 between BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS and the CONTRACTOR for Fabricate & Furnish Control Panels ("**COUNTY Agreement**"). The COUNTY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

**WHEREAS**, the Parties agree to add the provisions of this agreement to the COUNTY Agreement as set forth herein; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the COUNTY Agreement; and

**WHEREAS**, City desires to retain the services of CONTRACTOR by "piggybacking" the COUNTY Agreement; and

**WHEREAS**, the **City** has reviewed the scope of services of the competitively bid COUNTY Agreement, and has determined that it is an agreement that can be used by the City; and,  
WHEREAS, at its meeting of January 10, 2023, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The prices, terms and conditions of the COUNTY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the City Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B"**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the COUNTY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall be effective upon execution of this Agreement by both parties and shall terminate on September 30, 2023 subject to any renewal as provided in the COUNTY Agreement.

**Section 3.** In all other respects, the terms and conditions of the COUNTY Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

**Section 4. Public Records.**

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of 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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to COUNTY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

**Section 5. Scrutinized Companies.**

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
  
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
  
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
  
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 6. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 7. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

(REMAINDER INTENTIONALLY LEFT BLANK)

For City: Joseph Napoli, City Manager  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.  
City Attorney  
Goren, Cherof, Doody, and Ezrol, P.A.  
3099 E. Commercial Boulevard, Suite  
200 Fort Lauderdale, Florida 33308

For CONTRACTOR: Marcel Wedderburn, Vice President  
Champion Controls, Inc.  
811 NW 57 Place  
Fort Lauderdale, FL 33309

**Section 8. Severability.** This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 9. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

**Section 10. E-verify.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub-vendors / sub-consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 Cooper City; and
- C. The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees.

Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida Municipal Corporation

BY:   
JOSEPH NAPOLI, CITY MANAGER

BY:   
GREG ROSS, MAYOR

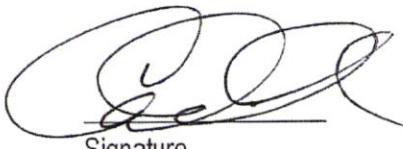
ATTEST:

BY:   
LEAH ALLEN  
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY:   
CITY ATTORNEY

WITNESSED BY:

  
Signature

Chantal Wedderburn  
Print Name

CHAMPION CONTROLS, Inc.  
a Florida Corporation

BY: 

Name: Marcel Wedderburn

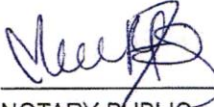
Title: COO

(REMAINDER INTENTIONALLY LEFT BLANK)

STATE OF Florida  
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Marcel Walkers, as COO of CHAMPION CONTROLC, Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Marcel Walkers, as COO of CHAMPION CONTROLC, Inc., and who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 5<sup>th</sup> day of January, 20 23.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Melissa Rodriguez  
Print or Type Name



My Commission Expires: Nov 17 2025





# CHAMPION CONTROLS, INC.

### III. PRICING

\*\*\* PRICING BELOW IS BASED ON BROWARD COUNTY LIFT STATION CONTRACT NO. PNC2117245B1 \*\*\*

DESCRIPTION	UNIT PRICE	QTY	EXT PRICE
LIFT STATION #56 (10HP/240VAC/3PH/54FLA/22KAIC) ITEM # PNC2117245B1-01-01  FURNISH ABOVE GROUND DUPLEX CONTROL PANEL, UP TO 20HP	\$33,170.00	0.87	\$28,857.90

### IV. GENERAL NOTES:

- A) Freight not included. Taxes not included.
- B) Estimated delivery six (6) to eight (8) weeks after receipt of approved submittal/purchase order.
- C) Startup/training services are NOT included. Add an additional \$850 per visit.
- D) Installation and terminations are by others.
- E) Floats are excluded and provided by others.
- F) Instrumentation is NOT included and is provided by others.
- G) Antenna & Coaxial Cable, if needed, is excluded, and provided by Owner.
- H) Control Panel is rated @ 22KAIC
- I) Pipe, valve and fittings and process connections for instrumentation on the process side of the diaphragm seal provided with Champion supplied instrumentation is by others.
- J) Furnishing, pulling, terminations & testing of fiber optic cables or ethernet cables are by others.
- K) \*\*No services or materials, other than those described herein are included in this proposal. \*\*
- L) Proposal is valid for 30 days from the date of this proposal.
- M) Zero percent retainage.
- N) Payment terms: 2% 10 Net 30 days
- O) Engineered submittals will be invoiced upon submission at the amount of 15% of project total.

Should you have any questions regarding equipment being supplied or technical issues please contact me any time at your convenience.

*Sohini Roy*

Sohini Roy  
Estimator  
Tel: 631-981-3090  
sohini@championcontrols.co



# **CHAMPION CONTROLS, INC.**

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## **I. INSTRUMENTATION & CONTROLS:**

### **LIFT STATION #56**

#### **A) DUPLEX CONTROL PANEL 10HP/240V/3PH/54FLA/22KAIC**

**QTY: (1 EA.)**

1. Enclosure NEMA 4X 304 Stainless Steel. Wall-mounted.
2. Main & Generator Circuit Breakers
3. Generator Receptacle w/ Angle Adapter
4. Power Distribution Block
5. Surge Protection Device
6. Lightning Arrester
7. MCP Pump Circuit Breakers
8. Control Circuit Breakers
9. NEMA FVNR Starters w/ Overloads & Accessories
10. Control Interface Devices (Switches, Pushbuttons, Pilot Lights)
11. Phase Monitor
12. DFS Duplex Pump Controller
13. DFS Snap-in TCU Harness Assembly
14. DFS 240VAC 3PH Surge Kit
15. DFS Polyphaser Kit
16. Intrinsically Safe Barrier Relay
17. Control Relays & Timers
18. Terminal Blocks & Accessories
19. Fluorescent Light Fixture w/ Light Switch
20. Intrusion Switch
21. GFI/ Duplex Receptacle
22. Ground Lugs
23. Corrosion Inhibitor
24. Name Plates

## **II. DOCUMENTATION**

1. Submittals (one pdf electronic copy). Additional copies @ \$50/ea.
2. O&M manuals (one pdf electronic copy). Additional copies @ \$50/ea.
3. As-built drawings
4. Equipment & manufacturer warranty
  - A) One (1) year from startup not to exceed 18 months from delivery



# CHAMPION CONTROLS, INC.

## PROPOSAL

Date: December 16, 2022 Q1138-22  
To: City of Cooper City  
11791 SW 49<sup>th</sup> Street  
Cooper City, FL 33330  
Attn: Steve Blanchard  
Phone: (954) 326-9335  
Email: [sblanchard@coopercityfl.org](mailto:sblanchard@coopercityfl.org)  
Web: [www.coopercityfl.org](http://www.coopercityfl.org)  
Reference: City of Cooper City Lift Station #56

\*\*\*BREAKING NEWS ... CHAMPION CONTROLS ADDS ELECTRICAL PANEL WRAPPING SERVICES \*\*\*

Champion Controls, Inc. is pleased to provide you with a quote on equipment for the above- mentioned project. These items will be integrated, tested, and certified to Champion Controls' highest standards in compliance with the specifications & requirements.

### Drawings/Specifications Covered by Champion Controls, Inc.:

#### Drawings

- NEW CITY STANDARD

#### Specifications

- NEW CITY STANDARD

Champion Controls is a leading control systems supplier providing system integration and engineering design services, as well as manufacturing of custom control panels for a variety of markets. We hold Underwriters Laboratory (UL) 508A & 698A certifications for the USA and Canada as a manufacturer of industrial control panels. We are also State of Florida certified unlimited electrical contractors, State of Florida registered women & minority WMBE, State of New York DBE, and New York City women & minority WMBE.

Champion Controls also provides motor and drive testing services. Our ISA certified electric motor dynamometer is designed to load test and certify the capabilities of horizontal 230V AC or 460V AC electric motors. The system supports motors ranging from small fractional HP up to 100 HP and up to 600 lb-ft continuous torque (900 lb-ft intermittent).

Champion now offers custom electrical panel wraps. Wrapped enclosures are thought to be more aesthetically pleasing and beautify neighborhoods. Our graphic artists design the wraps for you to fit any theme, or we can use your own favorite artwork. Wraps are available for any size enclosure.

Should you have any questions, please contact me any time at your convenience.

Sincerely,

*Sohini Roy*

Sohini Roy  
Estimator  
Tel: 631-981-3090  
[sohini@championcontrols.com](mailto:sohini@championcontrols.com)

Q1138-22

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811 NW 57th PL  
Ft. Lauderdale, FL 33309  
T: (954) 318-3090

1800 Pembroke Drive, Suite 230  
Orlando, FL 32810  
T: (407) 500-3090

33 Comac Loop, Suite 16A  
Ronkonkoma, New York 11779  
T: (631) 981-3090



# CHAMPION CONTROLS, INC.

### III. PRICING

\*\*\* PRICING BELOW IS BASED ON BROWARD COUNTY LIFT STATION CONTRACT NO. PNC2117245B1 \*\*\*

DESCRIPTION	UNIT PRICE	QTY	EXT PRICE
LIFT STATION #15 (10HP/230VAC/3PH/54FLA/22KAIC) ITEM # PNC2117245B1-01-01  FURNISH ABOVE GROUND DUPLEX CONTROL PANEL, UP TO 20HP	\$33,170.00	0.87	\$28,857.90

### IV. GENERAL NOTES:

- A) Freight not included. Taxes not included.
- B) Estimated delivery six (6) to eight (8) weeks after receipt of approved submittal/purchase order.
- C) Startup/training services are NOT included. Add an additional \$850 per visit.
- D) Installation and terminations are by others.
- E) Floats are excluded and provided by others.
- F) Instrumentation is NOT included and is provided by others.
- G) Antenna & Coaxial Cable, if needed, is excluded, and provided by Owner.
- H) Control Panel is rated @ 22KAIC
- I) Pipe, valve and fittings and process connections for instrumentation on the process side of the diaphragm seal provided with Champion supplied instrumentation is by others.
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- K) \*\*No services or materials, other than those described herein are included in this proposal. \*\*
- L) Proposal is valid for 30 days from the date of this proposal.
- M) Zero percent retainage.
- N) Payment terms: 2% 10 Net 30 days
- O) Engineered submittals will be invoiced upon submission at the amount of 15% of project total.

Should you have any questions regarding equipment being supplied or technical issues please contact me any time at your convenience.

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Ronkonkoma, New York 11779  
T: (631) 981-3090



# **CHAMPION CONTROLS, INC.**

## **I. INSTRUMENTATION & CONTROLS:**

### **LIFT STATION #15**

#### **A) DUPLEX CONTROL PANEL 10HP/240V/3PH/54FLA/22KAIC**

**QTY: (1 EA.)**

1. Enclosure NEMA 4X 304 Stainless Steel. Wall-mounted.
2. Main & Generator Circuit Breakers
3. Generator Receptacle w/ Angle Adapter
4. Power Distribution Block
5. Surge Protection Device
6. Lightning Arrester
7. MCP Pump Circuit Breakers
8. Control Circuit Breakers
9. NEMA FVNR Starters w/ Overloads & Accessories
10. Control Interface Devices (Switches, Pushbuttons, Pilot Lights)
11. Phase Monitor
12. DFS Duplex Pump Controller
13. DFS Snap-in TCU Harness Assembly
14. DFS 240VAC 3PH Surge Kit
15. DFS Polyphaser Kit
16. Intrinsically Safe Barrier Relay
17. Control Relays & Timers
18. Terminal Blocks & Accessories
19. Fluorescent Light Fixture w/ Light Switch
20. Intrusion Switch
21. GFI/ Duplex Receptacle
22. Ground Lugs
23. Corrosion Inhibitor
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## **II. DOCUMENTATION**

1. Submittals (one pdf electronic copy). Additional copies @ \$50/ea.
2. O&M manuals (one pdf electronic copy). Additional copies @ \$50/ea.
3. As-built drawings
4. Equipment & manufacturer warranty
  - A) One (1) year from startup not to exceed 18 months from delivery



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To: City of Cooper City  
11791 SW 49<sup>th</sup> Street  
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Phone: (954) 326-9335  
Email: [sblanchard@coopercityfl.org](mailto:sblanchard@coopercityfl.org)  
Web: [www.coopercityfl.org](http://www.coopercityfl.org)  
Reference: City of Cooper City Lift Station #15

\*\*\*BREAKING NEWS ... CHAMPION CONTROLS ADDS ELECTRICAL PANEL WRAPPING SERVICES \*\*\*

Champion Controls, Inc. is pleased to provide you with a quote on equipment for the above- mentioned project. These items will be integrated, tested, and certified to Champion Controls' highest standards in compliance with the specifications & requirements.

### Drawings/Specifications Covered by Champion Controls, Inc.:

#### Drawings

- NEW CITY STANDARD

#### Specifications

- NEW CITY STANDARD

Champion Controls is a leading control systems supplier providing system integration and engineering design services, as well as manufacturing of custom control panels for a variety of markets. We hold Underwriters Laboratory (UL) 508A & 698A certifications for the USA and Canada as a manufacturer of industrial control panels. We are also State of Florida certified unlimited electrical contractors, State of Florida registered women & minority WMBE, State of New York DBE, and New York City women & minority WMBE.

Champion Controls also provides motor and drive testing services. Our ISA certified electric motor dynamometer is designed to load test and certify the capabilities of horizontal 230V AC or 460V AC electric motors. The system supports motors ranging from small fractional HP up to 100 HP and up to 600 lb-ft continuous torque (900 lb-ft intermittent).

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Should you have any questions, please contact me any time at your convenience.

Sincerely,

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