

FIRST AMENDMENT TO MASTER AGREEMENT
CIP22076, AGREEMENT FOR WASTEWATER COLLECTION SYSTEM REHABILITATION SERVICES

THIS AGREEMENT ("Agreement"), dated this _____ day of _____ 2025, 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 50th Place, Cooper City, Florida 33328 ("City"),

and

MILER PIPELINE, LLC., a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida, located at 8850 Crawfordsville Road, Indianapolis, IN 46234, (hereinafter referred to as the "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, on February 13, 2024, the City and CONTRACTOR entered into an agreement for the CONTRACTOR to provide Wastewater Collection System Rehabilitation Services; (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the parties decided to incorporate the terms and conditions of Solicitation and Contract C1P1220762 between CITY OF OCALA and the CONTRACTOR for the Wastewater Collection System Rehabilitation services ("CITY Agreement"), The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the initial term of the Original Agreement expires on January 8, 2025; and

WHEREAS, the Original Agreement provides for an option for two (2) additional 1-year renewal terms, subject to the mutual written consent of the Parties; and

WHEREAS, the City is satisfied with the CONTRACTOR's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the first of two one year renewal term; and

WHEREAS, a price increase of 3% shall be implemented and effective commencing with the first renewal term; 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:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. **Incorporation of Original Agreement.** The Original Agreement between the City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **Amendment to Exhibit B –Price Proposal. Subsection.** The Price Proposal document attached to the Original Agreement under **Exhibit B –Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Exhibit B – Amended Price Proposal**.
4. **Renewal Term.** The Original Agreement is hereby renewed for an additional one (1) year term commencing January 9, 2025, and ending January 8, 2026. This Agreement may be renewed for up to one (1) additional, one (1) year period by written consent between the City and Contractor.
5. **Notices.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be address to the respective parties as follows:

For Contractor: Miller Pipeline, LLC
Attention: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
Phone 352-236-3355
Email: Charles.Bell@millerpipeline.com

For City: City of Cooper City Procurement
Attention: Tyrone White
9090 SW 50th Place
Cooper City, Florida 33328
Phone: 954-434-4300 x 268
Email: Purchasing@CooperCity.com

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

Phone: 954-771-4500 x 5055
Email: JHorowitz@gorencherof.com

6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **Electronic Signature(s).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate of copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this First Amendment for all purposes.
8. **Legal Authority.** Each person signing this First Amendment on behalf of either party individual warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

(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: _____
ALEX REY, CITY MANAGER

ATTEST:

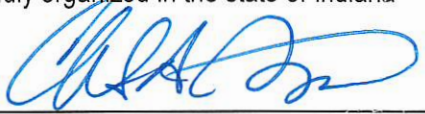
BY: _____
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

Miller Pipeline, LLC, a foreign limited liability company duly organized in the state of Indiana

BY: 

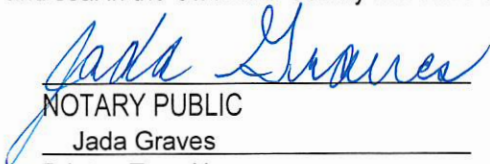
Name: Chad Davis

Title: Vice President

STATE OF Indiana
COUNTY OF Marion

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Chad Davis, as Vice President of **MILLER PIPELINE, LLC** 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 Miller Pipeline, LLC, as Vice President of **MILLER PIPELINE, LLC** 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 15th day of January, 2025.


NOTARY PUBLIC
Jada Graves
Print or Type Name

My Commission Expires: 10-10-2031

