

**AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC DBA AMPS, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____,
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

AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC DBA AMPS, INC., a Florida corporation, located at 7146 Haverhill Road N, West Palm Beach, FL 33407, 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 provide Well Repair, Maintenance And Rehabilitation Services; and

WHEREAS, the City Code 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 Solicitation and Bid IFB # 40-0-2022/SM between CITY OF PALM BAY and the CONTRACTOR for the Well Repair, Maintenance And Rehabilitation Services ("**CITY Agreement**"). The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

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

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

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

WHEREAS, the City has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 20____, 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 CITY 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 CITY 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 July 31, 2023. Subject to any renewal as provided in the CITY Agreement and acceptable to the City.

Section 3. In all other respects, the terms and conditions of the CITY 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 CITY 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 50TH 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:

For City: 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: James Murray, President
Aquifer Maintenance And Performance Systems, Inc DbA Amps, Inc.
7146 Haverhill Road N
West Palm Beach, FL 33407

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 subvendors/subconsultants/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

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC DBA AMPS, INC., a Florida corporation

Signature _____
Jayne L Prindible

BY: _____
James Murray

Print Name _____
Jayne L Prindible

Name: _____
James Murray

Title: _____
President

STATE OF FLORIDA
COUNTY OF DALLA BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jim Murray as President of **AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC DBA AMPS, 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 Jim Murray as President of **AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC DBA AMPS, 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 Springs aforesaid this _____ day of April 25, 2023.

NOTARY PUBLIC
Jayne L Prindible
JAYNE L PRINDIBLE
Notary Public - State of Florida
Commission # HH 111744
My Comm. Expires Jul 12, 2025
Bonded through National Notary Assn.

My Commission Expires: _____

AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.
PRICE SHEET FOR COOPER CITY
PER CITY OF PALM BAY CONTRACT 40-0-2022/SM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Mobilize/demobilize equipment & cleanup	Each	\$ 650.00
2	Wellhead, pump removal & reinstallation	Each	2,000.00
3	360 Degree video survey	Each	1,500.00
4	On-site welding	Hourly	160.00
5	Pump/Well Technician	Hourly	105.00
6	Well abandonment	Hourly	150.00
7	Specific capacity test, before & after rehabilitation	Each	50.00
8	Well acidification	Each	3,000.00
9	Well development & redevelopment	Hourly	225.00
10	Chemical disinfection after rehabilitation	Hourly	425.00
11	Pump/Motor retrieval	Hourly	165.00
12	Miscellaneous work as needed, normal business hours	Hourly	150.00
13	Miscellaneous work as needed, non-normal business Hours	Hourly	225.00
14	Flow meter maintenance & calibration	Hourly	125.00
15	Pump/motor maintenance	Hourly	105.00
16	Pump test	Hourly	260.00
17	Swabbing	Hourly	175.00
18	Wellfield reports	Each	1,600.00
19	Chlorine maintenance of wells	Each	395.00
20	Water Storage Tank residual cleaning	Per Tank	8,500.00
21	Percent markup for parts supplied		15%



 Authorized Signature
 James Murray, President

 Printed Name & Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33067	CONTACT NAME: Darcy Silver PHONE (A/C, No, Ext): (954) 764-9099 FAX (A/C, No): (954) 960-6357 E-MAIL ADDRESS: darcy@tisinsfl.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Aquifer Maintenance and Performance Systems Inc 7146 Haverhill Road North West Palm Beach FL 33407	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Allied World Surplus Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC # 24319</td> </tr> <tr> <td>INSURER B: Markel Amer Ins Co</td> <td style="text-align: center;">38970</td> </tr> <tr> <td>INSURER C: Accredited Surety and Casualty Company, Inc.</td> <td style="text-align: center;">26379</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Allied World Surplus Insurance Company	NAIC # 24319	INSURER B: Markel Amer Ins Co	38970	INSURER C: Accredited Surety and Casualty Company, Inc.	26379	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** CL22102803859 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	5054138602	10/28/2022	10/28/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19	Y	Y	AWWA000093-2	08/02/2022	08/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1AUIFL160135444500	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Y / N <input type="checkbox"/> / <input checked="" type="checkbox"/> N DESCRIPTION OF OPERATIONS below						
A	Contractor's Pollution Liability	Y	Y	5054138602	10/28/2022	10/28/2023	Each Occurrence Limit 1,000,000 Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as an Additional Insured-Primary and NonContributory by the General Liability policy if required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Professional Liability policies in favor of the aforementioned Additional Insured(s) if required by written contract. In the event of cancellation by the Insurance Company the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Professional Liability policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder if required by written contract. Policies do not contain a severability of interest of cross liability exclusion.

CERTIFICATE HOLDER City of Cooper City 9090 S.W. 50th Place Cooper City FL 33328	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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