



**Cooper City Commission Meeting  
Agenda Item Request Form**

**Commission Meeting/Workshop Date:** September 12, 2018

**Requesting Department:** Utilities

**Subject:** \_\_\_\_\_

**Section:**

*Presentation*

*Consent*

*Regular*

*Discussion*

**Background and Recommendation (attach backup material to Item Request Form):**

This is recommendation for City Commission approval of a contract with HydroCorp. Inc. to provide management services, including testing, repair, and installation of backflow preventers, for the City's water system Cross Connection Control Program.

**General Ledger Account Number(s) and Amount(s):**

450-910-531290-533 – Contractual Services

**Approvals:**

Finance Director

City Manager

City Clerk

Comun  
approved  
in  
9/12/18



## COOPER CITY UTILITIES DEPARTMENT MEMORANDUM

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DATE: August 23, 2018

TO: Marie Elianor, Acting City Manager

FROM: Michael F. Bailey, P.E., Utilities Director/City Engineer

SUBJECT: Agreement for Management and Testing of Backflow Preventers

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This is a recommendation for Commission approval of a contract with HydroCorp Inc. to provide management services, including testing, repair, and installation of backflow preventers, for the City's water system Cross Connection Control Program.

At the April 26, 2016 meeting, the City Commission adopted an ordinance establishing a revised Backflow and Cross Connection Control plan for the City's potable water system, in order to comply with new Florida Department of Environmental Protection (FDEP) regulations. Part of that revised plan is a provision that allows the City to perform the annual testing and record keeping that is required for all backflow preventers (BFP's) that are protecting the City's water system from potential contamination, and to repair or replace BFP's as required, at the expense of the owner.

On July 12, 2018, staff released a Request for Proposals from qualified firms to provide the management services described above. A single proposal was submitted by HydroCorp Inc.

HydroCorp has been managing the City's cross connection control program for the last 10 years, and their performance has been very satisfactory. Their current proposed pricing compares well with the previous agreement (which had not increased since 2015). A copy of their proposal is attached.

I recommend Commission approval of a contract with HydroCorp Inc. to provide management and testing services for the City's water system Cross Connection Control Program, at a maximum annual cost of \$70,000. The contract terms are for an initial period of three years with provisions to extend for up to two additional one year periods.

Funds are budgeted in the recommended 2018-2019 Water & Sewer Fund budget, so approval of this contract is contingent upon Commission adoption of the budget, and work would not start until then.



# CONTRACT AWARD

Check one:  Term Contract  One-time Purchase  Continuing Contract

Check one:  New Contract  Term Contract Renewal  Piggyback LOL  
 (Contract Owner/Agency)

The terms and conditions contained in the attached solicitation, vendor response and resulting award will be used to contract with the successful bidder(s) and will govern the contractual relationship between the parties for the duration of the engagement.

<b>Solicitation Number &amp; Name:</b>	RFP 2018-4-UTL, Cross Connection Control Program Management		
<b>Initial Contract Term:</b>	<b>Contract Start Date:</b>	09/13/2018	
	<b>Contract End Date:</b>	09/12/2021	
<b>Contract Renewals:</b>	<b># Renewals Allowed:</b>	2	
	<b>Renewal Period:</b>	1 year	

**Section 1: Vendor Award** (Additional vendors shall be listed on a separate Contract Award form)

<b>Vendor/DBA:</b>	Hydrocorp	<b>Vendor FEIN:</b>	38-2810008
<b>Vendor Address:</b>	5700 Crooks Road, Suite 100, Troy, MI 48098		
<b>Contact Name:</b>	Larry LaBute	<b>Contact Title:</b>	CEO
<b>Office Phone:</b>	248-250-5001	<b>Mobile:</b>	321-794-5010
<b>Email:</b>	llabute@hydrocorpinc.com	<b>Website:</b>	www.hydrocorpinc.com

**Section 2: Award/Background Information**

<b>Award Date:</b>	09/12/2018	<b>Award Amount:</b>	\$ 70,000 <i>(1<sup>st</sup> year commitment if term contract)</i>	<b>Resolution # (if applicable):</b>	
<b>Bonds:</b>	<b>Bid Bond</b>	<b>Public Construction</b>	<b>Payment &amp; Perform.</b>	<b>Other</b>	
	Issuer: _____	Issuer: _____	Issuer: _____	Issuer: _____	
	Date Recorded: <i>N/A</i>	Date Recorded: _____	Date Recorded: _____	Date Recorded: _____	
	Bond #: _____	Bond #: _____	Bond #: _____	Bond #: _____	
Amount: _____	Amount: _____	Amount: _____	Amount: _____		
<b>Insurance:</b>	<input checked="" type="checkbox"/> <b>General Liability</b>	<b>Prof. Liability</b>	<input checked="" type="checkbox"/> <b>Auto Liability</b>	<b>Builders Risk</b>	<input checked="" type="checkbox"/> <b>Workers Comp.</b>
	Brown & Brown of Detroit	_____	Brown & Brown of Detroit	_____	Brown & Brown of Detroit
	<i>Surety</i>	<i>Surety</i>	<i>Surety</i>	<i>Surety</i>	<i>Surety</i>
	Exp.: 12/15/2018	Exp.: _____	Exp.: 12/15/2018	Exp.: _____	Exp.: 12/15/2018

**Section 3: Signatures/Execution**

Vendor: *[Signature]* City: Kerrin Ann Fisher  
 Signature: LARRY J. LABUTE Signature: \_\_\_\_\_  
 Printed Name: CEO / CHAIRMAN Printed Name: \_\_\_\_\_  
 Title: 10/4/2018 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

Digitally signed by Kerrin Ann Fisher  
 DN: cn=Kerrin Ann Fisher, o=City of Cooper City,  
 ou=Procurement, email=kannf@coopercityfl.org,  
 c=US  
 Date: 2018.09.26 18:47:35 -0400

City Attorney: *[Signature]*  
 Signature: \_\_\_\_\_  
 Printed Name: David Wolpin  
 City Attorney: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: September 27, 2018  
 Date: \_\_\_\_\_

January 19, 2021

**Request to Renew**

Mr. Larry LaBute  
CEO  
Hydrocorp  
5700 Crooks Road, Suite 100  
Troy, MI 48098

Subject: Renewal #1 – RFP 2018-4-UTL, Cross Connection Control Program Management

Dear Mr. LaBute,

The initial term of contract RFP 2018-4-UTL, Cross Connection Control Program Management with your company will expire on September 12, 2021. Provided you will agree to renew under the same terms and conditions of the original contract, the City of Cooper City would like to exercise the first of two 1-year renewal options available. This renewal will cover the period September 13, 2021 through September 12, 2022.

If you agree to renew, please execute and return originals of the attached Agreement Amendment and Corporate Acknowledgement documents signed by an authorized agent of your company to the address below. In addition, please send your most current Certificate of Insurance.

City of Cooper City  
Attn: Claudia Portocarrero  
9090 SW 50 Place  
Cooper City, FL 33328

Upon execution by the City, a copy will be sent to you for your records.

Sincerely,

Claudia Portocarrero  
Purchasing Assistant



**FIRST AMENDMENT TO AGREEMENT FOR CROSS-CONNECTION CONTROL PROGRAM  
MANAGEMENT SERVICES**

THIS IS AN AGREEMENT ("Agreement"), dated this 13 day of April 2021, 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

**HYDROCORP, INC.** a corporation authorized to do business in the State of Florida, located at 5700 Crooks Road, Suite 100, Troy, MI 48098, hereinafter "CONTRACTOR."

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

**WHEREAS**, on September 13, 2018, the City and CONTRACTOR entered into an agreement for Cross Connection Control Program Management (hereinafter referred to as the "Original Agreement"); and

**WHEREAS**, the initial term of the Original Agreement expires on September 12, 2021; 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 1-year renewal term under the same pricing, terms and conditions; and

**WHEREAS**, the Parties seek to further amend the Original Agreement to ensure compliance with recent amendments to Florida law; and

**WHEREAS**, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

**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 Original Agreement is hereby extended for the first renewal term, which shall commence on September 13, 2021 and shall terminate on September 12, 2022. In accordance with the Original Agreement, the Parties, upon mutual written consent, shall have the option to enter into one (1) final one (1) year renewal term.

**Section 3.** Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

**Section 4.** E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination:

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:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

4.2.2 All persons (including 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

4.2.3 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.

**Section 4.** That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

(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: [Signature]  
CITY MANAGER

ATTEST:

BY: [Signature]  
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: [Signature]  
CITY ATTORNEY

WITNESSED BY:

[Signature]  
Stephan Tripp  
Print name

[Signature]  
THOMAS J. WOLF  
Print name

HYDROCORP, INC.

BY: [Signature]

Name: LARRY J. LABUTE  
Title: CEO / CHAIRMAN

STATE OF FLORIDA  
COUNTY OF BROWARD

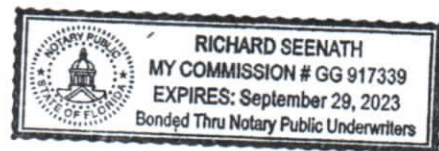
SWORN TO (or affirmed) and subscribed before me by means of  physical presence or

online notarization, this 2 day of March, 2021, by LARRY LABUTE in their capacity as Co-owner of Hydrocorp, Inc., a State of FLORIDA corporation (or limited liability company), on behalf of the corporation/company.

[Signature]  
NOTARY PUBLIC

Personally Known OR

Produced Identification  
FLAL







Greg Ross, Mayor  
Jeff Green, Commissioner  
Max Pulcini, Commissioner  
Howard Meltzer, Commissioner  
Ryan C. Shrouder, Commissioner  
Joseph Napoli, City Manager

February 1, 2022

Request to Renew

Mr. Larry LaBute  
CEO  
Hydrocorp  
5700 Crooks Road, Suite 100  
Troy, MI 48098

Subject: Renewal #2 – RFP 2018-4-UTL, Cross Connection Control Program Management

Dear Mr. LaBute,

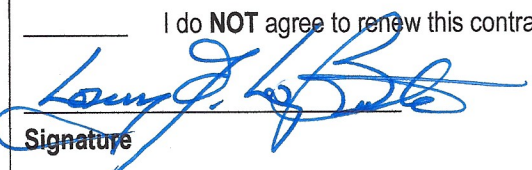
The first renewal term of contract RFP 2018-4-UTL, Cross Connection Control Program Management with your company will expire on September 12, 2022. Provided you will agree to renew under the same terms and conditions of the original contract, the City of Cooper City would like to exercise the second and final 1-year renewal options available. This renewal will cover the period September 13, 2022 through September 12, 2023.

If you agree to renew, please sign and return this letter by Friday, February 11, 2022. A response by email to Purchasing@CooperCityFL.org is preferred. Once received, the renewal will be presented to the City Commission for approval.

Sincerely,

*Claudia Portocarrero*

Claudia Portocarrero, CPPB  
Purchasing Assistant

<input checked="" type="checkbox"/>	I agree to renew this contract for the period requested above.
<input type="checkbox"/>	I do <b>NOT</b> agree to renew this contract.
	
Signature	
CEO	
Title	
	2/1/2022
	Date

9090 SW 50 Place, Cooper City, Florida 33328 | 954-434-4300 | info@CooperCityFL.org | www.CooperCityFL.org



**SECOND AND FINAL AMENDMENT TO AGREEMENT FOR CROSS-CONNECTION CONTROL  
PROGRAM MANAGEMENT SERVICES**

THIS IS AN AGREEMENT ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022, 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

**HYDROCORP, INC.** a corporation authorized to do business in the State of Florida, located at 5700 Crooks Road, Suite 100, Troy, MI 48098, hereinafter "CONTRACTOR."

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

**WHEREAS**, on September 13, 2018, the City and CONTRACTOR entered into an agreement for Cross Connection Control Program Management (hereinafter referred to as the "Original Agreement"); and

**WHEREAS**, the initial term of the Original Agreement expires on September 12, 2021; 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 first renewal term of the Original Agreement expires on September 12, 2022; 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 second and final 1-year renewal term under the same terms and conditions; and

**WHEREAS**, the Parties seek to further amend the Original Agreement to ensure compliance with recent amendments to Florida law; 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 Original Agreement is hereby extended for the second and final renewal term, which shall commence on September 13, 2022 and shall terminate on September 12, 2023.

**Section 3.** In accordance with Section 4.6 of the Original Agreement, a cost increase in the amount of an additional \$5.00/test shall be implemented and effective commencing with the second and final renewal term.

**Section 4.** That the Original Agreement and First Amendment, as corrected and executed by the parties, shall remain in full force and effect except as specifically amended herein.

(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: \_\_\_\_\_  
CITY MANAGER

ATTEST:  
  
BY: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

WITNESSED BY: HYDROCORP, INC.

BY: *Lawrence J. LaBute*

Name: LARRY J. LA BUTE

Title: CEO

STATE: FLORIDA  
 COUNTY: Brevard

Sworn to (or affirmed) and subscribed before me this 10 day of March, 2022, by: Lawrence J. LaBute  
Name of person making statement

(NOTARY SEAL) *Jennifer Chan*  
Signature of Notary Public, State of Florida  
Jennifer Chan  
Name of Notary Typed, Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced FL DL

