

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____
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 50th Place, Cooper City, Florida 33328 ("**City**"),

and

SHENANDOAH GENERAL CONSTRUCTION, LLC., a Florida limited liability company, located at 1888 NW 22nd Street, Pompano Beach, FL 33069, 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 sanitary sewer, stormwater, line & manhole 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 the Agreement for sanitary sewer, stormwater, line & manhole rehabilitation services, between MANATEE COUNTY, FLORIDA and the CONTRACTOR for the sanitary sewer, stormwater, line & manhole rehabilitation services dated March 1, 2021, ("Manatee County Agreement"). A copy of the Manatee County Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and,

WHEREAS, the term of the Manatee County Agreement is from date of execution, through and including February 28, 2024 unless terminated by Manatee County pursuant to Article 9, but not to exceed a total number of three (3) years; reserving the right to extend the initial term of three (3) years for an additional two (2), one year periods not to exceed a total of five (5) years including all renewals; and

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

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

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

WHEREAS, the City has reviewed the scope of services of the competitively bid Manatee County Agreement, and has determined that it is an agreement that can be used by the City and that time, expense and marketplace factors make it financially advantageous for the City to do so.; and

WHEREAS, the City has the authority to enter into this agreement pursuant to the City's Procurement Code, Section 2-258(f) of the City's Code of Ordinances, related to the City's emergency powers.

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 Manatee 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 Manatee County Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto as **Exhibit "B", for a "not to exceed" amount of \$299,999.00.**
- 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 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.
- D. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

Section 3. In all other respects, the terms and conditions of the Manatee 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. The term of this Agreement is effective upon approval by the City Commission, and shall remain in effect until terminated.

Section 5. 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 6. 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 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. 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: Joe 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: Daniel DiMura, President
Shenandoah General Construction, LLC.
1888 NW 22nd Street
Pompano Beach, Florida 33069
(954) 975-0098

Section 9. 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.

A. Definitions for this Section:

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.
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.
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.

Section 10. 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 11. 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.

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

ATTEST:

BY: _____
Kathryn Sims,
Assistant City Manager, City Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
City Attorney

WITNESSED BY:

Shenandoah General Construction, LLC.,
a Florida limited liability company


Witness Signature

Jennifer Breier

Witness Printed Name


Witness Signature

Sophie Starfas

Witness Printed Name

By: 

Print Name: Daniel DiMura

Title: President

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Daniel DiMura, as President of **Shenandoah General Construction, LLC.**, and acknowledged that they have executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Daniel DiMura, as President of **Shenandoah General Construction, LLC.**, and who is personally known to me ~~or xxxxxxxxxx produced~~ Known as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 21 day of June, 2021.


NOTARY PUBLIC

Print or Type Name

My Commission Expires:

