00500
AGREEMENT

THIS AGREEMENT is dated _____, 2026 by and between the **City of Lake Worth Beach** (hereinafter called "Owner") and **Down Under Enterprises Inc dba Brent Pump Works Co** (hereinafter called "Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth and as set forth in the remaining Contract Documents (as identified below), the sufficiency of which is hereby acknowledged by both parties, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Monitor Well Replacement Project.**

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: **Monitor Well Replacement Project.**

ARTICLE 2. ENGINEER AND CONTACT INFORMATION.

The Project has been designed by **JLA Geosciences, Inc.,** who is hereinafter called "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. The Owner reserves the right to change the Engineer and/or assume the Engineer's duties upon written notice to the Contractor.

Engineer's Representative is:
JLA Geosciences, Inc.
c/o Rani Smith
1907 Commerce Lane, Suite 104
Jupiter, FL 33458
Email: rsmith@jlageosciences.com

Owner's Contract Administrator is:
City of Lake Worth Beach
c/o Vaughn Baker
301 College Street
Lake Worth Beach, FL 33460
Email: Vbaker@lakeworthbeachfl.gov

Contractor's Representative is:
Down Under Enterprises Inc dba Brent Pump Works Co
c/o Terrell Brent
622 West Ilex Drive
West Palm Beach , Florida 33403
Email: terry@brentpumpworks.com

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed within **120** days from the date when the Contract Time commences to run as provided in paragraph 4.1 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.6 of the General Conditions within **180** days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract Documents.

3.3 **LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof approved in accordance with the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Two Hundred and 00/100 dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof approved in accordance with the Contract Documents, Contractor shall pay Owner Two Hundred and 00/100 dollars ($200.00) for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment.**

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay Contactor for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICES Three Hundred Twenty Thousand Four Hundred Dollars ($320,400.00) which is based on the unit price(s) in the Bid Form Unit Price Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.2.1 *Retainage*. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025), once approved by the Engineer. The Owner will withhold five percent (5%) of each payment to the Contractor as retainage until fifty percent (50%) of the Work is completed. After fifty percent (50%) of the Work is completed, upon written request from the Contractor, the Owner's Contract Administrator or designee may agree in writing with the Contractor to release a portion of the retainage not to exceed fifty percent (50%) of the total retainage amount. Within twenty (20) business days of the finalization of the punch-list described below and upon receipt of a payment request from the Contractor, the Owner will pay the Contractor all retainage held less an amount equal to 150% of the estimated cost to complete the items on the list. Upon completion of all items on the finalized punch-list, the Contractor may submit a request for release of all retainage.

5.2.2 *Punch-List*. In accordance with section 218.735(7), Florida Statutes (2025), at least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Owner will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Owner does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Owner. The Owner's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Owner and finalized by the Owner's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in the Contract Documents for final completion). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and responses by the Owner shall be by written notice provided in the same manner as the Change Orders identified in paragraph 5.4 below.

5.3 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with the Contract Documents and paragraph 15.06 of General Conditions (including all punch-list items and settlement of all claims, including liquidated damages) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Owner), the Contractor shall submit a "final invoice" to the Owner. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work under the Contract Documents (or applicable work order) has been properly completed and all charges have been invoiced to the Owner. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If

the Contractor's Final Invoice is approved as set forth above, the Owner shall pay the remainder of the Contract Price (or applicable work order price) including any amount held as retainage.

5.3.1 Notwithstanding the foregoing, the Owner shall not be required to pay the Contractor, or release any amount of retainage to the Contractor, and is authorized to set-off any amount that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, is the subject of a written claim or demand by the Owner, or as otherwise authorized under the Contract Documents.

5.3.2 Final payment shall not become due until the Contractor and all of its subcontractors submit to the Owner releases and waivers of liens, consent of surety, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project. The Owner reserves the right to obtain a consent of surety prior to releasing final payment and retainage to the Contractor.

5.4 CHANGE ORDER REQUESTED BY OWNER THAT CHANGES CONTRACT PRICE.

5.4.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Owner, the Contractor shall complete the Change Order form (attached as **Exhibit "A"** hereto and incorporated by reference), execute the form, and submit the form to the Owner and Engineer with all supporting documentation attached including but not limited to all necessary permitting information, drawings, and specifications. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), including but not limited to, the cost of the additional Work and/or revised Work and the Contractor's Fee (if applicable) consistent with the requirements of paragraph 11.04 of the General Conditions.

5.4.2 Upon receipt of the completed and executed Change Order form from the Contractor, the Owner and Engineer will review the same and either deny the Change Order or process the Change Order for approval. **The Owner will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

5.4.3 If the Change Order is denied, the Owner will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Owner timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Owner's written notice of approval or denial will start anew.

5.4.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

5.4.5 If the Owner fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by statute and this Agreement, the Change Order will be deemed

approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

5.4.6 The Contractor shall submit the completed and executed Change Order form to the Owner's Contract Administrator and Engineer by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

5.4.7 The Owner shall send the Owner's written notice required in this paragraph to the Contractor's representative by: (1) email (with delivery and read receipt requested and delivery receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

5.4.8 All Change Proposals or Change Orders for only an increase in the Contract Time shall be handled in accordance with the General Conditions (as may be revised by the Special or Supplemental Conditions). However, all Change Orders shall include the following agreement by the Contractor:
"*By approving this Change Order, the Contractor releases any and all claims that it may have against the Owner under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER.*"

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by this Agreement, the Contract Documents, and section 218.735, Florida Statutes, shall bear interest in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

7.1 In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:

7.1.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.1.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.1.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents including, but not limited to, the Supplementary Conditions, especially with respect to technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract

Documents including but not limited to, the Supplementary Conditions, especially with respect to technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.1.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.1.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.1.8 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.1.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.1.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.1.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.1.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work and the Project, consist of the following:

8.1.1 This Agreement consisting of 17 pages.

8.1.2 Exhibits to this Agreement identified as:

a. The Project Manual (pages 1 to 69 inclusive);
b. Contractor's Bid (pages 1 to 13, inclusive);
c. Permits (pages ____ to ____, inclusive);
d. Other: _____

8.1.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.1.4 Notice of Award and Notice to Proceed.

8.1.5 General Conditions consisting of 69 pages.

8.1.6 Supplementary Conditions consisting of 3 pages.

8.1.7 Bid documents as listed in the table of contents of the Project Manual.

8.1.8 Project Specifications consisting of 69 pages.

8.1.9 Drawings not attached hereto but are listed in Technical Specifications

8.1.10 Addenda number 1, inclusive.

8.1.11 Contractor's Bid paged consisting of 13 pages.

8.1.12 Documentation submitted by Contractor prior to Notice of Award.

8.1.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.1.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.1.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

8.2 *Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. Owner Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms*. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment*. Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and assigns*. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability*. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and

enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes*. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 *Inspector General*. In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 *Waiver*. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *Waiver of jury trial*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ANY COUNTERCLAIMS.

9.9 *Independent Contractor*. The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits*. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law*. Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

(a) Keep and maintain public records required by the Owner to perform the service.
(b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the 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.

(c) 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.

(d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1662, OR VIA: CITYCLERK@LAKEWORTHBEACHFL.GOV OR AT 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents 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 the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

(a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
(b) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
(c) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
(d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTHWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify*
Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
(b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
(c) Maintain copies of all subcontractor affidavits for the duration of this agreement and provide the same to the Owner upon request;
(d) Comply fully, and ensure all subcontractors comply fully with sections 448.09(1) and 448.095, Florida Statutes;
(e) Be aware that a violation of sections 448.09 or 448.095, Florida statutes, shall be grounds for termination of the Contract Documents; and,
(f) Be aware that if the Owner terminates this agreement under section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least one (1) year after the date on which

the Contract Documents were terminated and will be liable for any additional costs incurred by the Owner as a result of the termination of the Contract Documents.

9.21 *Scrutinized Companies.*

(a) The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or is engaged in the boycott of Israel.
(b) If the Contract Documents are for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
(c) Pursuant to Section 287.135, the Owner may immediately terminate the Contract Documents at its sole option if the Contractor, and/or any of its subcontractors, are found to have submitted a false certification; or if the Contractor and/or any of its subcontractors, are placed on the Scrutinized Companies or Other Entitles that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract Documents.
(d) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under the Contract Documents.
(e) The Contractor agrees that the certifications in this section shall be effective and relied upon by the Owner for the term of the Contract Documents, including any and all renewals.
(f) The Contractor that if it or any of its subcontractors' status changes in regards to any certification herein, the Contract shall immediately notify the Owner of the same.
(g) As provided in subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then the prohibitions shall become inoperative.

9.22 *COMPLIANCE WITH SECTION 787.06.* By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

9.23 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN. Pursuant to Section 286.101(3)(a), Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the CONTRACTOR certifies that it has disclosed to the Owner any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **Down Under Enterprises Inc dba Brent Pump Works Co**

By: Kevin M Kay

[Corporate Seal]

Print Name: Kevin Kay

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 7 day of October 2026, by Kevin Kay, as the COO [title] of **Down Under Enterprises Inc dba Brent Pump Works Co**, a corporation authorized to do business in the State of Florida, who is ☐ personally known to me or ☒ who has produced FL DL as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Down Under Enterprises Inc dba Brent Pump Works Co** to the same.

_____
Notary Public Signature

Notary Seal:

FRED DURAL
Notary Public - State of Florida
Commission # HH 440909
My Comm. Expires Sep 6, 2027