

AGREEMENT FOR PUMP, MOTOR AND EQUIPMENT SERVICES
(Utilizing the Palm Beach County Board of County Commissioners Contract No. 23011)

THIS AGREEMENT FOR PUMP, MOTOR AND EQUIPMENT SERVICES (“Agreement”) is made as of the _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **Tripp Electric Motors, Inc.**, a Florida Corporation authorized to do business in the State of Florida, located at 1225 N.W. Avenue L, Belle Glade, FL 33430 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s Water Utility Services Department is in need of a company to provide Pump, Motor and Equipment Services; and,

WHEREAS, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through “piggybacking” other governmental competitively procured Agreements; and

WHEREAS, on May 27, 2023, Palm Beach County competitively awarded the Agreement for Pump, Motor and Equipment Services based on the Palm Beach County Invitation for Bid (IFB #23-011/MB) to the CONTRACTOR (“Palm Beach County Contract”) valid for twelve (12) months until April, 18 2024; with the option to renew for four (4) additional twelve (12) month period (s), and

WHEREAS, the Palm Beach County Contract authorizes the CONTRACTOR to extend the terms and conditions of the Palm Beach County Board of County Commissioners Agreement to other government entities at the discretion of the CONTRACTOR; and

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Palm Beach County Contract to the CITY; and

WHEREAS, the CITY has reviewed the unit prices from the Palm Beach County Contract, as provided in **Exhibit “A”**, and determined that the unit prices are competitive and will result in the best value to the CITY; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Contract.** The Palm Beach County Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The CITY shall have all rights and obligations of Palm Beach County under the Palm Beach County Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the Palm Beach County Contract and valid until April 18, 2024 unless earlier terminated in accordance with the Agreement terms.
3. **Not to Exceed Amount.** While the CONTRACTOR is not guaranteed that the CITY will utilize this Agreement for any services, if the CITY utilizes this Agreement for services, the not to exceed amount for this Agreement shall be \$150,000 each fiscal year.

4. Purchase Orders. The CITY's ordering mechanism for the work under this Agreement shall be a CITY issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the Palm Beach County Contract shall take precedence over the terms and conditions stated in the CITY issued Purchase Order. The CONTRACTOR shall not provide any work under this Agreement without a CITY issued Purchase Order specifically for this purpose. The CONTRACTOR shall not perform work which is outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Palm Beach County Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits);
- b. The Palm Beach County Contract; and,
- c. The CITY issued Purchase Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. 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. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held exclusively in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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 THIS AGREEMENT.

C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records or designee, provide the CITY 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.
 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 and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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, PLEASE CONTACT THE CUSTODIAN OF

**PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH
BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITY
CLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE
WORTH BEACH, FL 33460.**

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Pump, Motor and Equipment Services as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: TRIPP ELECTRIC MOTORS, INC.

[Corporate Seal]

By: _____

Print Name: Jimmy L. Tripp

Title: President

STATE OF Florida
CITY OF Belle Glade

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 7 day of September 2023, by Jimmy L. Tripp, as the President [title] of Tripp Electric Motors, In., A Florida Corporation, who is personally known to me or who has produced n/a as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Loures T. Young
Notary Public Signature
Notary Seal:

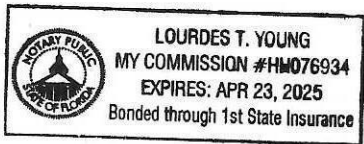


EXHIBIT "A"

IFB #23-011/MB

PUMP, MOTOR AND EQUIPMENT SERVICES, TERM CONTRACT

LOT #1: PALM BEACH COUNTY (EXCLUDING GLADES AREA)

ITEM NO.	DESCRIPTION	STANDARD RATE	WEIGHT FACTOR	FACTORED RATE
1.	HOURLY RATE FOR PUMP, MOTOR AND EQUIPMENT MAINTENANCE AND REPAIRS, AS SPECIFIED HEREIN	\$ <u>56.35</u> /hr	X .85 =	\$ <u>47.90</u>
2.	CRANE TRUCK, ON AS NEEDED BASIS, ON-SITE, HOURLY RATE, AS SPECIFIED HEREIN	\$ <u>160.00</u> /hr	X .05 =	\$ <u>8.00</u>
3.	FLAT RATE FOR EQUIPMENT PICK-UP AND DELIVERY, ROUND TRIP, AS SPECIFIED HEREIN	\$ <u>20.00</u> /ea	X .05 =	\$ <u>1.00</u>
4.	PUMP OR MOTOR, REMOVE AND REINSTALL, ON-SITE SERVICE, IF NECESSARY	\$ <u>101.00</u> /hr	X .05 =	\$ <u>5.05</u>
LOT #1 TOTAL FACTORED RATE (Items 1 through 4)				\$ <u>61.95</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.