

**CITY OF PAHOKEE AGREEMENT FOR CONSTRUCTION AND
INDUSTRIAL EQUIPMENT**

**Piggyback State of Florida, Department of Management Services
Contract No.: 22100000-21-STC
Construction and Industrial Equipment**

This Agreement is made this _____ day of June 2026, between the City of Pahokee, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 207 Begonia Dr, Pahokee, Florida 33476 (the "**City**"), and Florida Coast Equipment, LLC, whose address is 1401 Forum Way, Suite 100, West Palm Beach, FL 33401 (the "**Contractor**").

WITNESSETH

WHEREAS, the City is in need of a contractor for the use of specialized equipment for maintenance and operational activities at Port Mayaca Cemetery; and

WHEREAS, State of Florida, Department of Management Services, through its competitive selection process, awarded a Contract for construction and industrial equipment services ("Contract" hereafter) to the Contractor for substantially the same services sought by the City; and

WHEREAS, the City requested and the Contractor has agreed to honor the terms and pricing of the original Agreement, including amendments; and

WHEREAS, the City desires to accept Contractor's pricing; 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.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as

follows:

Section 1. Term. The term of the agreement shall begin on the date that it is fully executed and shall expire on the date of June 30, 2027, due to the 2nd amended contract between State of Florida, Department of Management Services and Florida Coast Equipment. LLC; and

Section 2. Contract Terms. The Contractor agrees to provide the City with construction and industrial equipment services in accordance with the City's requirements as set forth herein and the Standard Contract between State of Florida, Department of Management Services and the Contractor dated on or about November 20, 2023 (the "Contract"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the State of Florida, Department of Management Services and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before

providing any such services. For these purposes, Brenda Bryant, (City Manager). The City Manager shall be the City Representative and may be reached at (561) 924-5534 Ext. 2013.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Pahokee shall be substituted for State of Florida, Department of Management Services with regard to any and all provisions of the State of Florida, Department of Management Services Contract, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. 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.

D. Contractor shall not commence work on the Project 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.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. 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: Brenda Bryant, City Manager
City of Pahokee
207 Begonia Dr
Pahokee, Florida 33476

Copy To: Burnadette Norris-Weeks, P.A.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Jason Tood Bachman, CEO
Florida Coast Equipment, LLC
1401 Forum Way, Suite 100
West Palm Beach, FL 33401

Section 6. 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 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561) 924-5534 ext. 2006, email: cityclerk@cityofpahokee.com OR BY MAIL: City of – City Clerk's Office, 207 Begonia Dr, Pahokee, FL, 33476.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Pahokee

By: _____

Brenda Bryant, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF
AND RELIANCE BY THE CITY OF PAHOKEE ONLY:

By: _____

City Attorney
Burnadette Norris-Weeks, P.A.

By: _____

Nylene Clarke, City Clerk

CONTRACTOR:
Florida Coast Equipment, LLC

By: _____ Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”