



AGREEMENT
to
UTILIZE AGENCY CONTRACT
for
CURED-IN-PLACE PIPE ("CIPP") LINING

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, Florida 33334 ("**City**")

and

INLINER SOLUTIONS, LLC, duly authorized to conduct business in the State of Florida, whose principal address is 2531 Jewett Lane, Sanford, FL 32771, hereinafter "**CONTRACTOR**"

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 CONTRACTOR for the CONTRACTOR to provide **Cured-in-Place Pipe ("CIPP") Lining**; 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 pricing, terms, and conditions of the Invitation for Bids (IFB) IFB-001-23-QT and resulting contract ("Lead Agency Contract") for **Cured-in-Place Pipe ("CIPP") Lining** between the City of Hollywood, FL ("Lead Agency") and the CONTRACTOR. The Lead Agency Contract is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this Agreement to the Lead Agency Contract as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the pricing, terms, and conditions of the Lead Agency Contract; and

WHEREAS, City desires to retain the services of CONTRACTOR by utilizing the Lead Agency Contract; and

WHEREAS, the City has reviewed the scope of services of the competitively bid Lead Agency Contract, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 20____, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; 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 prices, terms and conditions of the Lead Agency Contract 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 Lead Agency Contract, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit “B”**.
- B. Estimates/proposals for Work shall be provided to and accepted by City prior to the commencement of Work
- C. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.
- D. CONTRACTOR shall provide City with proof of insurance and bonding as required by the Lead Agency Contract. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR’S insurance.
- E. 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.
- F. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- G. **The term of this Agreement shall become effective upon award by the City and shall terminate on August 2, 2025, in accordance with the Lead Agency’s Notice to Proceed (“Exhibit C”).**

- H. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.

Section 3. In all other respects, the terms and conditions of the City 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. **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:

RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
3650 NE 12 AVENUE
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298

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

Section 7. 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: David Hebert, City Manager
City of Oakland Park
3650 NE 12 Avenue
Oakland Park, Florida 33334

Copy to: Donald J. Doody, City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: _____
Inliner Solutions, LLC
2531 Jewett Lane
Sanford, FL 32771
407-472-0014

Section 8. 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 9. 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 City, Florida.

Section 10. E-verify. 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:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. 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 Oakland Park; and

- C. 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 11. Public Entity Crimes. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF OAKLAND PARK:

BY: _____
City Clerk

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

CONTRACTOR:

BY: _____

INLINER SOLUTIONS, LLC

BY: TS

PRINT: Thomas Gottsegen

TITLE: CO/Asst. Secretary

STATE: Georgia
COUNTY: Henry

Sworn to (or affirmed) and subscribed before me this 2 day of October, 20 24, by: Thomas Gottsegen
Name of Person Making Statement

SARA GROGAN
NOTARY PUBLIC
Henry County
State of Georgia (REAL)
My Comm. Expires February 5, 2028

Sara Grogan
Signature of Notary Public

Sara Grogan
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: OR Identification Produced: _____

Type of Identification Produced: rifa

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: Oct. 2, 20 24

Entity: Inliner Solutions, LLC

Signed: 

Name: Thomas Gottsegen

Title: CEO/Asst. Secretary

EXHIBIT A TO OAKLAND PARK AGREEMENT

CONTRACT

THIS AGREEMENT, made and entered into, this 31 day of July, A.D., 2023, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and **INLINER SOLUTIONS, LLC**

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein-after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**Inflow/Infiltration (I/I) Program – Cured-In-Place Pipe Lining
Project No. 7103A**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**.

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Sections 218.735 and 255.078, Florida Statutes, as applicable.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract.

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Article 12. Contract Term: The initial term of this contract shall be for a period of one (1) year beginning upon the notice to proceed. The CITY may renew this contract twice for two (2) additional one (1) year periods subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By: _____ (SEAL)
JOSH LEVY, MAYOR



ATTEST:

PATRICIA A. CERNY, MMC
City Clerk

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness) _____ (Signature of Individual) _____ (SEAL)

(Witness) _____ (Signature of Individual) _____

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness) _____ (Name of Firm) _____

(Witness) _____ (Signature of Individual) _____ (SEAL)


WHEN THE CONTRACTOR IS A PARTNERSHIP:

(Witness) _____ (Name of Firm) a Partnership _____

(Witness) BY: _____ (Partner) _____ (SEAL)

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:



Secretary (Asst.) - Thomas Gottsegen

Inliner Solutions, LLC
(Correct Name of Corporation)

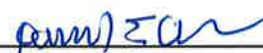



BY: 
President Treasurer - James Michaud

APPROVED AS TO FORM:

By 
DOUGLAS R. GONZALES JB
City Attorney

APPROVED AS TO FINANCE:

By 
David E. Keller
Financial Services Director 

CERTIFICATE

~~STATE OF FLORIDA)~~ Indiana
~~COUNTY OF BROWARD)~~ Orange


I HEREBY CERTIFY that a meeting of the Board of Directors of Inliner Solutions, LLC a corporation under the laws of the State of Indiana, was held on August 10, 2022, and the following resolution was duly passed and adopted:

"RESOLVED, that James Michaud as Treasurer President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 14 day of June, 2023.




Secretary (Asst.) - Thomas Gottsegen

- END OF SECTION -

EXHIBIT B TO OAKLAND PARK AGREEMENT

EXHIBIT B TO OAKLAND PARK AGREEMENT



Inliner Solutions, LLC
2531 Jewett Ln. Sanford, FL 32771

INLINER SOLUTIONS PROPOSAL

September 20, 2024

City of Oakland Park
Attn: Chris Lips
1101 N.W. 40th Court
Oakland Park, FL 33334

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
2. Install CIP liner, 8-inch diameter gravity mains and reinstate laterals (up to 8 feet in depth)	995	LF	\$ 47.00	\$ 46,765.00
12. Install CIP liner, 15-inch diameter gravity mains and reinstate laterals(12 to 16 feet in depth)	320	LF	\$ 74.00	\$ 23,680.00
17. Grout lateral annular space	28	EA	\$ 407.00	\$ 11,396.00
24. Sewer main cleaning and TV inspection (6-inch through 12-inch)	995	LF	\$ 5.00	\$ 4,975.00
25. Sewer main cleaning and TV inspection (15-inch through 24-inch)	320	LF	\$ 6.00	\$ 1,920.00
37. Bypass pumping (15- inch through 24-inch sewer)	2	DAY	\$ 581.00	\$ 1,162.00
46. Traffic control - flagman, each	24	HR	\$ 94.00	\$ 2,256.00
47. Traffic control - arrow board, each	1	DAY	\$ 754.00	\$ 754.00
48. Traffic control - barricade, each	60	DAY	\$ 15.00	\$ 900.00
50. Expedited mobilization	1	EA	\$ 5,644.00	\$ 5,644.00
			TOTAL	\$99,452.00

ALL WORK TO BE DONE PER THE CITY OF HOLLYWOOD IFB-001-23-02 CONTRACT SPECIFICATIONS

Please be advised that this pricing is valid for 30 Days

Inliner Solutions, LLC appreciates the opportunity of submitting our proposal for the above referenced project. If you have any questions, please feel free to contact our office.

Sincerely,

Richard Herrmann, Area Director



EXHIBIT C TO OAKLAND PARK AGREEMENT

Tel: 954-921-3930
Fax: 954-921-3591

NOTICE TO PROCEED (Construction Contract)

To: Inliner Solutions, LLC
Project Name: Inflow/Infiltration (I/I) Program—Cured-In-Place Pipe Lining
Project No.: 7103A
Contract Amount: \$900,000.00

This is your **Notice to Proceed** on the above-referenced project. You are hereby notified to commence work on the contract on August 3, 2024, and shall substantially complete said work within 365 calendar days thereafter. Your substantial completion date is August 2, 2025, and final completion date August 2, 2025. Please obtain all permits required under this contract prior to commencing any construction activities.

The contract provides for an assessment of the sum of \$500.00 as liquidated damages for each consecutive calendar day after the project's substantial completion date.

Dated this 20th day of August, 2024

DocuSigned by:
Jean Joinville
By: Jean Joinville
9FAE86DB3797443...
Senior Purchasing Agent, Public
Title: Utilities

DS PS FS

DocuSigned by:
Vincent Morello
By: Vincent Morello
6385CE2A8EB545E...
Title: Director, Public Utilities

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged.

By (signature): [Signature]

Dated this 16 day of Sept., 2024

By (print name): Thomas Gottsegen
Title: CUO/Asst. Sec.

- cc: Phyllis Shaw - Deputy Director - Finance
- Kassandra Myers, Assistant Director - Operations
- Jean Joinville, Senior Purchasing Agent
- Jeff Jiang, Assistant Director - ESSD
- Roger Bezerra, Project Manager - ESSD
- _____, (EOR/CEI)