

AGREEMENT FOR SEWER GRAVITY LINE & MANHOLE REHABILITATION

THIS AGREEMENT is entered into on this _____ day of _____, 2022, by and between the City of New Port Richey, Florida a Florida Municipal corporation (the City) and Granite Inliner, a Florida Corporation with its principal place of business located at 2531 Jewett Lane, Sanford, FL 32771 (Contractor).

WHEREAS, when in its best interest, the City may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a “piggyback” procedure; and

WHEREAS, the City desires to conduct certain manhole sewer rehabilitation as depicted on the Scope of Work attached as **Exhibit A** (the Project); and

WHEREAS, Contractor was the successful competitive bidder to the City of Casselberry’s **Invitation to Bid No. RFP-2019-0467** for Sanitary Sewer, Manhole, and Lift Station Wet Well Rehabilitation a copy of which is attached as **Exhibit B** (the RFP); and

WHEREAS, a copy of Contractor’s bid, the bid tabulation, and City of Casselberry’s award is attached hereto as **Composite Exhibit C**; and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the RFP and its bid thereon; and

WHEREAS, as the successful competitive bidder to the RFP, Contractor entered into a contract with the City of Casselberry which is attached hereto as **Exhibit D** (City of Casselberry Contract); and

WHEREAS, the Contractor is willing to perform the Project on the same terms as the City of Casselberry Contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the City of Casselberry Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference.

2. The terms and conditions of the City of Casselberry Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the Project using the same design, specifications, and on the same terms and conditions as set forth in the City of Casselberry Contract, except as specifically modified herein and as depicted in **Exhibit A** to account for the particular details of the Project with the City. Such modifications shall not include a modification to the unit prices bid on the City of Casselberry Contract. Contractor’s work on the Project shall

be at the same unit prices as the City of Casselberry Contract, but shall not exceed One Hundred Thirty-Seven Thousand Two Hundred Sixty-Eight Dollars and Forty-Eight Cents (\$137,268.48)

3. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

To the City:

City of New Port Richey
Attention: City Manager
5919 Main Street
New Port Richey, FL 34652

To Contractor:

With required copy to:

Nicole C. Nate, Esq.
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

4. Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

5. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Attest:

CITY OF NEW PORT RICHEY:

Judy Meyers, City Clerk

City Manager

Approved as to form:

City Attorney

CONTRACTOR:

Print Name: _____

Title: _____