

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Aquifer Maintenance & Performance Systems, Inc., (hereinafter referred to as "Contractor"), a Florida corporation, whose address is 7146 Haverhill Road North, West Palm Beach, FL 33407, this _____ day of _____, 20__.

WHEREAS, the City desires to procure well repair, maintenance and rehabilitation services; and

WHEREAS, the City desires to procure these services from Contractor, utilizing existing contract prices provided to the City of Palm Bay, Florida ("Palm Bay"), pursuant to its solicitation number IFB No. 45-0-2017/ET; and

WHEREAS, in accordance with solicitation IFB No. 45-0-2017/ET, Palm Bay entered into a one-year Agreement with Contractor for services effective July 31, 2017, through July 30, 2018, with the option to renew for four (4) additional one-year terms; and

WHEREAS, on May 19, 2018, Contractor and Palm Bay exercised the first renewal term effective July 31, 2018, through July 30, 2019; and

WHEREAS, on May 15, 2019, Contractor and Palm Bay exercised the second renewal term effective July 31, 2019, through July 30, 2020; and

WHEREAS, on April 7, 2020, Contractor and Palm Bay exercised the third renewal term effective July 31, 2020, through July 30, 2021; and

WHEREAS, on March 31, 2021, Contractor and Palm Bay exercised the fourth renewal term effective July 31, 2021, through July 30, 2022; and

WHEREAS, the City desires to purchase services from Contractor under the same terms, conditions, and pricing provided under IFB No. 45-0-2017/ET, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of Palm Bay IFB No. 45-0-2017/ET to the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide well repair, maintenance and rehabilitation services for the City, in accordance with and pursuant to the same terms, conditions, and pricing of IFB No. 45-0-2017/ET.

3. The term of this Agreement shall be from the effective date through June30, 2022, unless terminated earlier in accordance with terms set forth in the Agreement.

4. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

5. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

Aquifer Maintenance & Performance Systems, Inc.
7146 Haverhill Road North
West Palm Beach, FL 33407
Attn: James Murray, President

6. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

8. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

AQUIFER MAINTENANCE &
PERFORMANCE SYSTEMS, INC.

By: _____
James Murray

Print Name: _____
James Murray

Title: _____
President

(SEAL)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of August, 2021 by James Murray (name of person), as President (type of authority) for Aquifer Maintenance + Performance Systems, Inc (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification
Type of Identification Produced _____

[Signature]

Notary Public - State of _____



