

RESOLUTION NO. 24R-03-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE PROPOSAL FROM THE SOLE SOURCE PROVIDER, MOSS KELLEY, INC./MKI SERVICES, INC. FOR THE WATER TREATMENT PLANT INFRASTRUCTURE IMPROVEMENTS INCLUDING: ALL PARTS, LABOR, AND EQUIPMENT FOR THE EAST CLARIFIER REHABILITATION, GREEN LEAF FILTER REPLACEMENT, SLUDGE THICKENER REPLACEMENT, AND WEST ROTARY DRUM FILTER REPLACEMENT; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$4,785,450.00 FROM THE APPROPRIATE BUDGET CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH)

WHEREAS, Section 2-141 of the City of Lauderhill Code of Ordinances, designates situations where competitive bidding is not required; and

WHEREAS, Section 2-141(c) provides that non-competitive supplies such as products that are available only from a sole source, such as unique, custom, patented or franchise supplies or services are exempt from the competitive bidding requirements; and

WHEREAS, Moss Kelley, Inc./MKI Services, Inc. was approved as an authorized sole source provider pursuant to Resolution No. 24R-03-32;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. That the competitive bidding requirements are hereby waived, as this agreement is exempt from the competitive bidding requirements pursuant to Section 2-141(c) of the City Code since Moss Kelley, Inc./MKI Services, Inc. was previously approved as a sole source provider and this proposal is for Water Treatment Plant infrastructure improvements including: all parts, labor, and equipment for the east clarifier rehabilitation, green leaf filter replacement, sludge thickener replacement, and west rotary drum filter replacement.

SECTION 2. Payment in an amount not to exceed \$4,785,450.00 shall be made from Budget Code Numbers 401-918-6358, 401-918-6423, and 401-918-6477.

SECTION 3. The City Manager, her designee, and all appropriate city officials are authorized to execute this Agreement and any other documents required to fulfill the terms of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its passage.

DATED this 25 day of March, 2024.

PASSED AND ADOPTED on first reading this 25 day of
March, 2024.


PRESIDING OFFICER


ATTEST:


CITY CLERK

MOTION	<u>L. Martin</u>
SECOND	<u>D. Grant</u>

M. DUNN	<u>Yes</u>
D. GRANT	<u>Yes</u>
L. MARTIN	<u>Yes</u>
S. MARTIN	<u>Yes</u>
K. THURSTON	<u>Yes</u>

Approved as to Form


Angel Petti Rosenberg
City Attorney



City of Lauderhill

City Commission
Chambers at City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 24R-5560

File ID: 24R-5560

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Commission Meeting

File Created: 02/29/2024

File Name: proposal MKI water plant improvement

Final Action:

Title: RESOLUTION NO. 24R-03-45: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE PROPOSAL FROM THE SOLE SOURCE PROVIDER, MOSS KELLEY, INC/MKI SERVICES, INC. FOR THE WATER TREATMENT PLANT INFRASTRUCTURE IMPROVEMENTS INCLUDING: ALL PARTS, LABOR, AND EQUIPMENT FOR THE EAST CLARIFIER REHABILITATION, GREEN LEAF FILTER REPLACEMENT, SLUDGE THICKENER REPLACEMENT, AND WEST ROTARY DRUM FILTER REPLACEMENT; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$4,785,450.00 FROM THE APPROPRIATE BUDGET CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

Notes:

Sponsors:

Enactment Date:

Attachments: REVISED RES-24R-03-45-Sole Source-MKI water plant infrastructure.pdf, SKM_C550i24022910120, Resolution - 24R-02-32

Enactment Number:

Contact:

Hearing Date:

* **Drafter:** hjohnson@lauderhill-fl.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 24R-5560

RESOLUTION NO. 24R-03-45: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE PROPOSAL FROM THE SOLE SOURCE PROVIDER, MOSS KELLEY, INC/MKI SERVICES, INC. FOR THE WATER TREATMENT PLANT INFRASTRUCTURE IMPROVEMENTS INCLUDING: ALL

PARTS, LABOR, AND EQUIPMENT FOR THE EAST CLARIFIER REHABILITATION, GREEN LEAF FILTER REPLACEMENT, SLUDGE THICKENER REPLACEMENT, AND WEST ROTARY DRUM FILTER REPLACEMENT; PROVIDING FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$4,785,450.00 FROM THE APPROPRIATE BUDGET CODE NUMBERS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

Request Action:

State the action requested of the Commission and why the action is necessary. What is the expected outcome of the action?

Requesting the City Commission to approve the proposal from MKI Services in the amount of 4,785,450.00 for all parts, labor, and equipment for the East Clarifier rehabilitation, Green Leaf Filter Replacement, Sludge Thickener Replacement, West Rotary Drum Filter Replacement. providing from budget code 401.918.6358, 401.918.6423, and 401.918.6477. Moss Kelley, Inc./MKI Services, Inc is the exclusive representative within the State of Florida for purchases new products, OEM repair parts, repairs and maintenance. The City Commission approved **RESOLUTION NO. 24R-02-32** Moss Kelly as the sole source provider.

The sole source letter is in the backup documentation (see attached).

Need:

Why is there a need for this action?

The City recently received a bond for Water and Wastewater future infrastructure improvements in an approximate amount of 30 million dollars. A portion of these funds have been allocated for rehabilitation projects, upgrades, and repairs that are needed to the Water Treatment Plant. The Water Treatment Plant currently has components that are in need of replacement, upgrades, and rehabilitation.

The following components that are as follows:

East Clarifier rehabilitation
Green Leaf Filter Replacement
Sludge Thickener Replacement
West Rotary Drum Filter Replacement

Summary Explanation/ Background:

Provide a summary/background of this agenda request.

The City recently received a bond for Water and Wastewater future infrastructure improvements in an approximate amount of 30 million dollars. A portion of these funds have been allocated for rehabilitation projects, upgrades, and repairs that are needed to the Water Treatment Plant. The Water Treatment Plant currently has components that have met there life expectancy or are in need of some form of replacement, upgrades, repairs, or rehabilitation.

These components consist of the following:

East Clarifier rehabilitation
Green Leaf Filter Replacement
Sludge Thickener Replacement
West Rotary Drum Filter Replacement

Attachments:

Number all attachments consecutively.

Two Attachments

Proposal from MKI Services
Resolution No. 24R-02-32

Cost Summary/ Fiscal Impact:

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements

Account numbers to be used are 401.918.6358, 401.918.6423, and 401.918.6477 in the amount not to exceed 4,785,450.00

Estimated Time for Presentation:

Master Plan:

Goal 1: Clean, Green Sustainable Environment

- ☐ Increase mass transit ridership ☐ Reduce City energy consumption
- ☐ Reduce water consumption

Goal 2: Safe and Secure City of Lauderhill

- ☐ Crime in lower 50% in Broward ☐ Residents feel safe in neighborhood
- ☐ Reduce emergency fatalities

Goal 3: Open Spaces and Active Lifestyle for all ages

- ☐ Increase participation in youth sports ☐ Add new park land and amenities
- ☐ Increase attendance at cultural programs and classes

Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas

- ☐ Increase commercial tax base ☐ Increase employment in Lauderhill businesses
- ☐ Decrease noxious and blighted uses in commercial areas

Goal 5: Quality Housing at all Price Ranges and Attractive Communities

- ☐ Neighborhood signs and active HOAs ☐ Housing & streets improved, litter reduced
- ☐ Increase proportion of single family homes and owner occupied housing

Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity

- ☒ Improves City efficiency ☐ Increase use of Information Technology
- ☐ Increases residents perception of Lauderhill as an excellent place to live

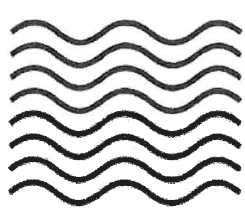


City of Lauderhill

File Details

File Number: 24R-5560

City Commission
Chambers at City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov



MKI SERVICES

Furnish • Install • Start Up

DATE: January 29, 2024
TO: Mr. Herb Johnson
FROM: W. Ben McDorman
SUBJECT: Lauderhill WTP
East Accelerator Solids Contact Clarifier Rehabilitation
Greenleaf Filter Media Replacement
Sludge Thickener Replacement
West Rotary Vacuum Drum Filter Replacement
MKI Services, Inc. Turnkey Proposal

Mr. Johnson,

MKI Services, Inc. offers the following replacement equipment and services under the terms and prices stated in this proposal.

EAST ACCELATOR REHABILITATION

PART A - EQUIPMENT

The existing East unit was originally installed at the Lauderhill WTP under the Infilco Degremont Incorporated (IDI) Contract 82-725, contract year 1982. Infilco Degremont Incorporated (IDI) is now a brand name that is part of VEOLIA WTS Services, Inc. The rehabilitation of one (1) IDI #23 NS Accelerator in 64'-6" diameter steel tanks is defined in the scope of work below. The original 1982 parts were predominantly fabricated from 1/4" carbon steel. We are now proposing 3/16" thick 304L stainless steel to assist in keeping costs down. These parts are normally 3/16" thick on most other projects. The 1997 West Accelerator upgrade with stainless steel launders was made from 3/16" plate.

CONICAL TEACUP STEEL TANK

1. The existing steel conical tank shall be reused.

HOOD & SUPPORT STRUCTURE

2. One (1) hood and hood structure support will be fabricated to be supported

from the lower basin sloped concrete fillets, which in turn will support the center platform and outer draft tube. Hood structure shall include the following:

3. Sixteen (16) complete hood plates and skirt plates shall be 1/4" thick A36 carbon steel. Hood plates shall be shipped loose, field bolted to rafters and field welded as directed in the VEOLIA O&M assembly drawings. Removable access plates in the hood shall be provided as shown. Separate skirt plates will be provided to be installed vertically at the bottom of each hood plate. Skirts shall be 1/4" thick A36 carbon steel, bolted and field welded to the hood plates.
4. Sixteen (16) structural rafters will support the hood, inner and outer draft tubes and center platform. Rafters shall be formed using A36 carbon steel structural I-beams. The upper 3 feet of the rafters shall be Type 304L stainless steel.
5. Sixteen (16) Rafter gussets will be provided for supporting the outer draft tube. Rafter gussets will be 3/16" thick Type 304L stainless steel.
6. Two (2) segments of compression rings will be provided. Compression rings will be Type 304L stainless steel rolled structural angle with splice plates. Compression ring segments will bolt and field weld to the top of each rafter.

INNER AND OUTER DRAFT TUBE

7. One (1) cylindrical outer draft tube forming a continuation of the structural support for the center platform fabricated of 3/16" thick Type 304L stainless steel. The outer draft tube shall be supplied in (8) segments for field erection and welding for a watertight seal between vertical joints.
8. One (1) inner draft tube, which will be a continuation of the hood will be provided and fabricated of 1/4" thick A36 carbon steel. The inner draft tube shall be supplied in (16) segments for field erection and welding for a watertight seal between vertical joints.
9. One (1) deckplate to be erected under the rotor impeller and supported by the inner draft tube and hood plates shall be fabricated of 1/4" thick A36 carbon steel. The deckplate shall be supplied in (16) segments for field bolting together and to the underside flange of the inner draft tube. Carbon Steel Support rods will be included for attaching to rafters.
10. Eight (8) Baffles will be provided for bolting to the interior of the inner draft tube. Baffles will be 1/4" thick A36 carbon steel. Carbon steel support rods will be included.

ROTOR IMPELLER

11. One (1) rotor-impeller complete with cantilevered shaft assembly to provide, primary mixing zone, recirculation of flow into the secondary zone and mixing in the secondary zone. The rotor-impeller will be comprised of a horizontal continuous top plate with a series of inverted "L" blades with tie rods bolted to



the impeller bottom plate. An external adjustable band will be incorporated to provide flexibility in mixing to recirculation ratio. Rods and turnbuckles are included to stabilize the impeller. Flanged pipe shaft is included. Impeller, blades, tie rods, turnbuckles, band and pipe shaft will all be made from carbon steel steel. The upper impeller tie rods, turnbuckles and pins shall be 304 stainless steel.

12. One (1) Veolia standard VFD control panel will be provided. Panel shall be NEMA 4X type 304 stainless steel with disconnect. No HMI, heaters or air-conditioning units are provided.

ROTOR IMPELLER DRIVE UNIT WITH MOTOR

13. One (1) rotor-impeller drive specified selected for continuous mixer service. The rotor-impeller drive will be a flange mounted vertical inline helical reducer, integrally mounted to an inverter duty motor. The drive shall be designed for a minimum 4:1 speed range. The gear reducer will have a minimum service factor to meet AGMA Class II service. The mechanical variable speed drive will be powered by an integral mounted motor of 20.0-hp, suitable for a 460V, 3-phase, 60-Hz power supply, TEFC, severe duty with Class F insulation, 1.15 service factor, NEMA Design B with Class B temp rise. Gearbox manufacturer shall be SEW Eurodrive. Motor shall be SEW or TECO Westinghouse. Drive unit will be all direct coupled. No belts, sheaves, or chains are required or included.

LAUNDERS

14. Fourteen (14) radial collection launders, submerged orifice type, will be provided. Each will be 9 1/2" wide x 14" deep and fabricated of 3/16" thick type 304L stainless steel. The launders shall be provided to be flanged and bolted to flanged ports on the annular collection launder. 304L stainless steel wall brackets will be provided to be anchored to the concrete tank wall. Launders shall be bolted to the wall brackets. EPDM gaskets will be provided for the flanged end.
15. Two (2) 28" wide x 26" deep outflow launders fabricated of 3/16" thick 304L stainless steel will be provided to be flanged and bolted to flanged ports on the annular collection launder. The opposite end at the effluent box will be field welded to allow for length variances.
16. One (1) 28" wide x 26" deep annular collection launder will convey the effluent water around the outer draft tube through the radial discharge launder to the outlet pocket. Annular launder segments will be 3/16" thick type 304L stainless steel and shall be field welded to the outer draft tube. Annular launder shall be provided in segments for field erection and welding for a watertight connection to the outer draft tube. Eighteen (18) support gussets will be provided for supporting the collection launders



sections at each launder.

17. One (1) outlet pocket vertical wall plates (~25 degree segment) shall be provided fabricated from 3/16" thick Type 304L stainless steel. Two (2) new flanged ports fabricated from 3/16" thick 304L stainless steel shall be provided for bolting to the new stainless steel outlet launders. The ports shall be shipped loose from the pocket so the ports can be field adjusted and welded in place. The installer shall field weld new outlet pocket and supports to the existing tank wall. Effluent tie in located and provided by installer. Five (5) new, 3/16" thick, 304L stainless steel triangular support gussets shall be provided. Gussets shall be field welded to the underside of the pocket and to the inside of the tank shell wall.

VALVES

18. Total for Four (4) - 4" sludge blowdown lines

- Four (4) 4" automatic Type "F" diaphragm valve with solenoid
- Four (4) 4" Manual Plug valves will be provided for isolation of sludge blowdown pipes. Dezurik PEC with levers.

The following shall be provided for the common air or water line leading to the F- Valve solenoids

- One (1) 1/2" pressure reducing and regulating valve
- One (1) 1/2" relief valve

19. Total for One (1) - 4" Bottom Flush line

- One (1) 4" automatic Type "F" diaphragm valve with solenoid

The following shall be provided for the common air or water line leading to the F- Valve solenoids

- One (1) 1/2" pressure reducing and regulating valve
- One (1) 1/2" relief valve

20. One (4) 4" Manual Plug valve will be provided for isolation of bottom flush pipe. Dezurik butterfly valve with lever.

21. One (1) 12" Manual quick opening plug valve for the center drain with extension pipe and handle operator. Dezurik

SLUDGE BLOWDOWN TIMER PANEL

22. One (1) NEMA 4X, Type FRP or 304 stainless steel enclosure will be provided to control the Four (4) sludge blowdown solenoids. The panel shall include a main circuit breaker, manual timer with dipswitches and all terminal strips. Each sludge concentrator will be equipped with a sludge discharge system controlled by time cycle while controlling a 1/4" three-way NEMA 4x solenoid with manual override. The desludging panel will control on/off cycle times and shall be suitable for wall or unistrut mounting by

others. Each solenoid valve will operate on electrical supply of 120-volts, 1-phase, 60-Hertz.

CONCENTRATOR GATE RODS

- 23. Four (4) T-rods for manual concentrator gate actuation shall be provided. Concentrator bottom plates, gate doors, gate gasket kits, hinge pins, fulcrums, pivots and pins are included. All gate rod parts shall be carbon steel.
- 24. Five (5) Concentrator wall plates and fill plates will be provided. Wall and fill plates will be 1/4" thick A36 carbon steel.

BOTTOM FLUSHING SYSTEM

- 25. The mechanism shall be provided with a bottom flushing system, consisting of twenty-eight (28) flat jet nozzles of 316 stainless steel construction to spray water between bottom of mechanism skirt and 45 degree sloped portion of tank. 1-inch drop piping will be provided from the 2" header pipes. All bottom flush piping and supports inside of the tank shall be provided and shall be 304 stainless steel. Piping external of the tank is not included.
- 26. In addition to nozzles, the following shall be provided: Lot of 2" 304 stainless steel pipe sections with fittings, for installation inside of tank starting at tank wall. The 3" downpiping from the FR valve to the bottom 2" header piping will be provided. The 3" incoming supply piping is not by VEOLIA.
- 27. One (1) NEMA 4X, Type FRP or 304 stainless steel enclosure will be provided to control the bottom flush valve solenoid. The panel shall include a main circuit breaker, manual timer with dipswitches and all terminal strips. The flushing panel will control on/off cycle times and shall be suitable for wall or unistrut mounting by others. Each solenoid valve will operate on electrical supply of 120-volts, 1-phase, 60-Hertz.

The bottom flushing system requires a water supply from the owner for flushing at (55) to (60) psi at upstream side of the diaphragm valve.

PIPING

- 28. One (1) 24" carbon steel inlet pipe with loose flange. Contractor must burn out existing inlet pipe from the existing tank wall and weld in new pipe, then weld slip on flange to pipe end outside tank.
- 29. One (1) 6" carbon steel backwash recovery pipe with loose flange.

- Contractor must burn out existing inlet pipe from the existing tank wall and weld in new pipe, then weld slip on flange to pipe end outside tank.
30. Seventy-six (76) – linear feet of 4" Sch.40 Sludge Blowdown carbon steel piping with slip on flanges.
 31. Four (4) – 90 degree carbon steel elbows for sludge blowdown piping
 32. One (1) – 1" carbon steel sample line will be provided from the inner draft tube to the outside of the tank.
 33. Fifteen (15) – linear feet of (3)" Sch. 40 PVC vertical lime drop pipe will be provided.
 34. One (1) – 4" x 12" long carbon steel steel pipe sleeve and one (1) – 2" x 12" carbon steel pipe sleeve will be provided from field welding to the deckplate for chemical line entry into the primary mixing zones. The entry holes will be located and burned in the field by the installer. Sealing between vertical drop pipes and carbon steel pipe sleeves shall be by others.
 35. All horizontal chemical feed piping and valves up to the vertical drop pipes are to be provided by others.

Note: All piping shall be supplied random lengths and shall be field cut to proper lengths as needed by the Installer. All slip-on flanges to be field welded to the pipe ends as needed by Installer.

WALKWAYS

36. One (1) – 3'-0" wide access walkway extending from tank edge to 6'-0" wide operating platform near the center of tank. Handrailing will be double-row 1-1/2" diameter, 42" tall aluminum and kickplates will be 1/4" by 4" high aluminum. Walking surface shall be 3/16" thick aluminum raised pattern plate. Walkway and platform structure beams will be A36 carbon steel, then hot dip galvanized or prime painted.

SURFACE PREPARATION & PAINTING

37. All fabricated plates, shapes, members and piping will be delivered shop blasted to SP-SSPC10 and finish coated with one coat of Tnemec N140 (at 2.5-3.5 MDFT) for potable water use. All fabricated stainless steel plates, shapes, members and piping will be delivered pickled and passivated. Contractor is responsible for insuring proper protection of stainless materials during unloading, storing, erecting, and welding the materials. Once equipment is field erected, welded and fully assembled, the Contractor is responsible for properly cleaning the stainless steel to remove all slag, heat tint and any other iron embedment associated with handling, erection and welding. The Contractor should use either safe chemical cleaning methods and mechanical means where needed or a combination of methods per ASTM A380. Field welding by the installer shall consist of approximately (4,350) linear feet of field welds for the internal mechanism.

If customer specifications require continuous seal welds, VEOLIA is not responsible for the varying labor or material costs for the Contractor to perform this work. Caution should be exercised when seal welding to prevent warping of materials. VEOLIA is not responsible for warping or fit-up problems due to excessive and/or improper field welding. Field cleaning after welding is by the Contractor. VEOLIA is not responsible for cleaning, welding, tarping, straps or any other materials required to complete the equipment erection and proper cleaning. Estimated welding and square footage is provided as a courtesy only. VEOLIA recommends cleaning all stainless steel after erection and welding is complete with a product similar to Bradford Derustit Wonder Gel or equal.

FASTENING HARDWARE

38. Erection fasteners shall be Type 304 stainless steel, except where specific hardware is required to be a standard VEOLIA component made of carbon steel. Fastening hardware shall be included by VEOLIA. Embedded anchor bolts shall be sized by VEOLIA, but provided and installed by others.

PART B – TANK PREP, ERECTION, STEEL REPAIR & COATING

TANK PREP & CLEANING

1. Tank interior to be cleaned and pressure washed to include removal of all lime sludge residual and scale accumulated on the interior surfaces.
2. Structural steel components to be replaced shall be removed during the tank prep phase of work.
3. Lime sludge to be disposed of on site as directed by City Staff
4. All existing electrical that spans the walkway shall be cut back and terminated at a junction box outside the tank perimeter to facilitate the removal of the existing walkway.
5. Once mechanical work is completed, rewiring drive unit and control cabinet to be included under this contract.
6. Any lightning protection that is removed during tank preparation will be reinstalled or replaced as needed in its original location
7. Addition of a VFD not included under this contract.

STRUCTURAL STEEL ERECTION

8. All sheet steel, structural steel, fasteners, hardware and other components as defined under Part A to be installed within the existing outer tank shell to erect a like new internal mechanism. The existing hood and skirt plate will be retained.

Erection shall be performed using industry standards.

TANK COATINGS

9. Tank Interior

- a. Sandblast Tank Interior Steel to Nace 4 Brushblast Nace 2 Near white to all rust areas
- b. Apply 1 coat Tnemec Series N140 (NSF 61) @ 4-6 mils DFT to all bare metal areas created by sand blasting
- c. Apply 1 coat Tnemec Series N140 (NSF 61) @ 4-6 mils DFT to all surfaces as a final coat

10. Tank Exterior

- a. Sandblast Nace 2 Near white metal@ all rust areas
- b. Apply Tnemec Series 135 @ 3-5 mils DFT to all bare metal areas created by sand blasting
- c. Apply 2 cts Series 1029 @ 2-3 mils DFT to all surfaces as a final coat

11. Tank Containment during the blasting process to be provided

12. Blast, prime and coating of the blowdown and flush water piping along with the SCU inlet and SCU treated water piping that connects to the Aqueduct

PART C – FIELD & STARTUP SERVICES

- 1. Six (6) days of service shall be supplied for construction inspections by technicians from SUEZ in no more than two (2) trips to the jobsite.

Inspections include the following;

- Inspect new parts assemblies from platform and under the hood to insure proper installation
- Rotor Impeller rotate dry run to check for interferences, output rpm, verify voltage on each leg, amp draw
- Check bottom flush system, operate with water to check for leaks and nozzles blockages, check valve operation, verify timer cycles and control operation

PART D – PRICING

Accelerator Pricing: **\$2,587,000.00**

GREENLEAF FILTER MEDIA REPLACEMENT

PART A - EQUIPMENT

Greenleaf Filter – Replacement Media

- 1) 156 CF Per Cell x 8 Cells of 1½" – ¾" support gravel
- 2) 65 CF Per Cell x 8 Cells of ¾" – ½" support gravel
- 3) 65 CF Per Cell x 8 Cells of ½" – ¼" support gravel
- 4) 78 CF Per Cell x 8 Cells of ¼" – 1/8" support gravel
- 5) 78 CF Per Cell x 8 Cells of Torpedo Sand
- 6) 234 CF 0.35 – 0.45mm Filter Sand with a UC of 1.6 in accordance with AWWA standards, to be delivered to the jobsite in super sacks x 8 cells.
- 7) 466 CF 0.95 – 1.35mm Anthracite with a UC of 1.7 in accordance with AWWA standards, to be delivered to the jobsite in super sacks x 8 cells.

Underdrain Replacement Components (Contingency)

- 1) One (1) bay of underdrain plates (shop cut to fit semicircular bay)
- 2) One (1) bay of plate support legs
- 3) One (1) bay of underdrain plate spacers
- 4) One (1) bay of S.S. screws

PART B – INSTALLATION

1. Remove all the existing media
2. Dispose of existing media offsite
3. Remove representative sample underdrain from each of the eight (8) basins to inspect.
4. Remove any excess sand/debris in or around the underdrain
5. Reinstall/Replace any damaged tables
6. Install New Media
7. Start-Up

PART C – FIELD & STARTUP SERVICES

1. Eight (8) days of service shall be supplied for construction inspections, start-up and performance testing in no more than four (4) trips to the jobsite.

PART D – PRICING

Filter Media Pricing: **\$962,400.00**

SLUDGE THICKENER REPLACEMENT

PART A - EQUIPMENT

- 1) One (1) Sludge Thickener Mechanism Model THS13P
 - One (1) Drive Unit
 - SL54 with Torque Control Device with Precision Bearing
 - Steel Housing Material
 - 45,000 Continuous Rated Torque (ft·lbs)
 - 0.08 Rake Tip Speed (RPM)
 - 5 HP Motor Size
 - 1800 RPM Motor Speed, 460V, 60Hz, 3Ph
 - One (1) coat Tnemec N140F-1255 Epoxy, 3-9 mils DFT
 - One (1) coat Tnemec 1074U-B5712 Polyurethane, 2-5 mils DFT
 - One (1) Center Shaft - Steel
 - With cone scraper
 - One (1) coat Tnemec N140F-1255 Epoxy, 4-6 mils DFT
 - One (1) coat Tnemec N140-B5712 Epoxy, 4-6 mils DFT
 - One (1) Feed Well with Supports – Steel
 - Set with baffled scum ports
 - One (1) coat Tnemec N140F-1255 Epoxy, 4-6 mils DFT
 - One (1) coat Tnemec N140-B5712 Epoxy, 4-6 mils DFT
 - Two (2) Influent Pipes – Steel
 - With pipe hangers and distribution tee
 - Two (2) Rake Arms – Steel
 - With pickets, blades, and spikes placed on 6" centers
 - One (1) coat Tnemec N140F-1255 Epoxy, 4-6 mils DFT
 - One (1) coat Tnemec N140-B5712 Epoxy, 4-6 mils DFT
 - One (1) Control Panel
 - NEMA 4X, 304 SS Wall-Mount Enclosure
 - 480 VAC, 60Hz, 3Ph
 - Motor Starter Included
 - One (1) Lot of Fasteners – 304 SS
 - One (1) Lot of Weirs – FRP
- 2) One (1) Bridge, Steel
 - Includes ¼" aluminum floor with MEBAC slip resistant finish

- 3) One (1) Drive Platform, Steel
 - Includes ¼" aluminum floor with MEBAC slip resistant finish
- 4) One (1) Set Handrail, Aluminum
 - Triple rail with kickplate

PART B – INSTALLATION

1. Remove Old Sludge Thickener – replace with new
 - Disconnect piping from existing equipment
 - Demolition of existing sludge thickener
 - Remove equipment and dispose of equipment at an offsite location
 - Install Sludge Thickener
 - Determine electrical connections from existing equipment prior to removal of equipment and terminate similar connections on new equipment

PART C – FIELD & STARTUP SERVICES

2. Ten (10) days of service shall be supplied for construction inspections by technicians from WesTech in no more than two (2) trips to the jobsite.

PART D – PRICING

Sludge Thickener Pricing: **\$540,700.00**

WEST ROTARY VACUUM DRUM FILTER REPLACEMENT

PART A - EQUIPMENT

- 1) One (1) WesTech Rotary Drum Filter
 - Size: 6 ft. dia x 6 ft. Face, Model FRV14A
 - Filtration Area: 113 ft²
 - Materials of Construction
 - Filter Drum: 304 SS
 - Internal Piping: 304 SS
 - Division Strips: 316 SS
 - Drainage Deck: Polypropylene
 - Filter Cloth: Polypropylene
 - Trunnion Bearings: Steel (Epoxy Coating)
 - Filter Valve: 304 SS
 - Wear Plate: UHMWPE
 - Belt Discharge Rolls: 304 SS
- 2) One (1) Filtrate Receiver and Pump
 - Diameter: 2.5 ft.
 - Straight side height: 5 ft.
 - Filtrate Pump: Model 855
 - Filtrate Pump Motor: 3 hp
- 3) One (1) Vacuum Pump System
 - Capacity/Pump: 565 acfm
 - Vacuum Level: 20" Hg
 - Installed Power: 30 hp

PART B – INSTALLATION

2. Remove old drum filter and vacuum skid – replace with new
 - Disconnect piping from existing equipment
 - Demolition of existing drum filter and vacuum skid
 - Erect shoring on north side of Building C to remove existing filter



- Remove equipment and dispose of equipment at an offsite location
- Erect/Install 304SS drum filter and vacuum pump skid
- Provide new flange accessories at all connections
- Provide new ductile iron pipe and couplings only as required to facilitate installation of new equipment
- Anchor new equipment to existing structural concrete components
- Installation of new grout as needed
- Provide small Schedule 40 PVC piping and stainless-steel supports as necessary
- Determine electrical connections from existing equipment prior to removal of equipment and terminate similar connections on new equipment

PART C – FIELD & STARTUP SERVICES

3. Ten (10) days of service shall be supplied for construction inspections by technicians from WesTech in no more than two (2) trips to the jobsite.

PART D – PRICING

Vacuum Drum Pricing: **\$695,350.00**

TOTAL PRICING

Lump Sum Price: **\$4,785,450.00**

ALLOWANCE

Allowance for any unforeseen escalation, scope of work and/or additional steel repair work identified following surface blast that was not anticipated in the above scope. Allowance allocated as mutually agreed to by the City and MKI Services. This would be in addition to the Lump Sum price noted above.

Recommended Allowance: **\$ 100,000.00**

ACCESS

The basis of this proposal deems the Owner responsible to provide MKI Services with access immediately adjacent to areas around the proposed equipment. There shall also be access provided for trucks delivering material and lay down room for at least one truckload of material. The access is to be provided on an uninterrupted basis.



Disruptions or work stoppages for the benefit of the general or other subcontractors shall be cause for extra compensation for moving or waiting.

WORKING HOURS

Work hours 10-12 hours/day (sun-up to sun-down), 5 days a week. Potential weekends upon requested approval.

DEMOLITION

We have included demolition of existing equipment as specified in this proposal.

CONFINED SPACE

By the definitions of confined space in accordance with the OSHA regulations, a new or existing tank under construction is not a confined space. Because of the absence of opportunity for explosion or engulfment, this construction does not become a confined space.

If Purchaser's safety regulations disagree with this interpretation, then we need to be advised as to what rules will be required and be given an opportunity to price the cost of those rules.

EXCLUSIONS

Permits

Storage

Foundations

Customer to provide 110V electrical supply and water requirements

Electrical work including wiring of motors, lights, etc.

Any/All parts or design work for any other equipment not identified herein

Influent or effluent valves

Noise or vibration analysis

Individual parts cost breakdowns

Structural analysis of concrete and/or repair recommendations

Cathodic protection or any other type of corrosion inhibitors

Electrical permits, power, water, or other local services

Any/all costs or labor associated with field weld procedure specifications (WPS), weld procedure qualifications (WPQ) and/or certified field weld inspections (CWI) or field weld testing/reports (can be provided at an additional cost)

Installation of any motor control centers, motor starters, PLC's, VFD's, supports and transformers

Service, training, troubleshooting and/or repairs of any other equipment or parts not supplied under this specific contract. Purchased parts or services specific to this contract shall not be construed as responsibility for existing equipment or treatment processes.



PAYMENT TERMS:

Monthly pay applications based on a mutually agreeable schedule of values established after contract execution that will include the following at a minimum:

1. 5% Deposit, Net 30 Days
2. 15% Due on Approval of Submittals, Net 30 days
3. Demolition
4. Tank Cleaning
5. Tank Blasting
6. Tank Coating
7. Equipment Delivery
8. Equipment Installation
9. Start-up & commissioning
10. Project close out

SUBMITTALS:

Available 8 to 10 weeks after receipt and acceptance of your purchase order.

SCHEDULE:

Equipment delivery to be approximately 26-30 weeks following receipt of the approved submittal drawings. Overall project duration should not exceed 550 days from date of an executed Purchase Order.

SERVICE:

Field service is included as specified and called out above. If additional service is required, it is available at a daily rate of \$2500 per day plus travel and living expenses.

BONDING:

Performance and Payment Bonds are not included (can be provided at an additional cost).

VALIDITY:

This proposal is firm through April 29, 2024, after which it is subject to withdrawal or change.

If you have any questions regarding this scope, please contact me by cell 954-415-7411 or email at wbm@mosskelley.com.

Very truly yours,

MKI Services, Inc.



W. Ben McDorman



Veolia WTS Services, USA Inc.
tel: +1 804 756-7671
fax: +1 804 756-7643
email: john.walsh@Veolia.com

January 29, 2024

Re: Sole Source

To whom it may concern,

Veolia WTS Services, USA Inc. is an originalequipment manufacturer of water and wastewater treatment equipment for municipalities and industries including Climber Screens, Accelators, ABW Filters and a full line of other products.

Moss Kelley, Inc./MKI Services, Inc is the exclusive representative for Veolia within the State of Florida for purchases new products, OEM repair parts, repairs and maintenance. Feel free to contact Sean Leonard or myself if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Walsh", enclosed within a rectangular border.

John Walsh
Parts Sales & Service Manager

4880 Cox Road, Suite 101
Glen Allen, VA 23060
P: 804-756-7671
Fax: 804-756-7643



January 25, 2024

Subject: Sole Source Representative

To Whom It May Concern,

WesTech Engineering, Inc. is the sole manufacture of its products. MKI Services, Inc. is the sole or exclusive representative for WesTech Engineering, Inc. within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for WesTech Engineering, Inc.

Your contact for MKI Services Inc. is:

**MKI Services, Inc.
7284 W. Palmetto Park Road, Suite 304
Boca Raton, FL 33433
Contact: Michele Shuminer
Phone: (954) 755-2092**

If you have questions regarding this issue, please contact me at 706-255-8964.

Sincerely,

Mitch Matthews

**Mitch Matthews
Southeast Regional Manager**



RESOLUTION NO. 24R-02-32

A RESOLUTION OF THE CITY OF LAUDERHILL CITY COMMISSION APPROVING THE WAIVER OF COMPETITIVE BIDDING; APPROVING THE LIST OF SOLE SOURCE DESIGNATION OF VARIOUS SOLE SOURCE PROVIDERS AND/OR DISTRIBUTORS OF VARIOUS ESSENTIAL SERVICES CITYWIDE; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH)

WHEREAS, Section 2-141 of the City of Lauderhill Code of Ordinances, designates situations where competitive bidding is not required; and

WHEREAS, Section 2-141(c) provides that non-competitive supplies such as products that are available only from a sole source, such as unique, custom, patented or franchise supplies or services are exempt from the competitive bidding requirements; and

WHEREAS, the following list of providers have represented that they are a sole source providers and/or distributors for essential products or services needed by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. That the competitive bidding requirements are hereby waived pursuant to Section 2-141(c) of the City Code since the following providers are hereby approved as a sole source providers and/or distributors of various essential services for use citywide:

1. Autodesk (software)
2. PSI Technologies (Victaulic Bermad Technologies-VBT/Keen Pump Co/Wilo USA, LLC)
3. Navistar, Inc. (Rechtien Int`l)
4. Smith & Loveless, Inc. (wastewater)
5. Thompson Pump & Manufacturing Company
6. Southern Sewer Equipment Sales (Vac-Con)
7. Texas Underground, Inc. (Pipe Hunter Parts & Equipment)
8. Ferguson Water Works (Neptune water metering)
9. Integrity Municipal Systems, LLC (IMS) lime slakers
10. Kelly Tractor Co. (Caterpillar)
11. Knapheide Truck Equipment Company (KTEC)
12. Pentair Flow Technologies, LLC. (Fairbanks Nijhuis – service center)
13. Barney`s Pumps (Fairbanks Nijhuis – pumps)
14. Eaton Corporation
15. WesTech Engineering, LLC
16. Nationwide Lift Trucks (Toyota Industrial Equipment)
17. Tampa Armature Works (TAW) (Kohler Power Systems)

18. Amkus Rescue Systems (emergency vehicle repair)
19. Compressed Air Supplies & Equipment (Bauer compressors)
20. Conway Shield
21. EPR Systems USA (management software)
22. Expert Diesel (Cummins engine)
23. Global Traffic Technologies, LLC (Opticom)
24. Hydr Ram Unlimited
25. Summit Fire & Security (fire department cylinders)
26. Keylite Power & Lighting Corp.
27. Lexipol, LLC (policy management & training services)
28. Municipal Emergency Services (MES) 3M fire & safety products
29. OnSolve, LLC (code red emergency system)
30. Ready Op Communications, Inc. (fire communication platform)
31. REV RTC d/b/a Hallmark RTC (E-One)
32. Southeast Truck Specialist, Inc. (emergency vehicle fleet)
33. Ten-8

SECTION 2. The City Manager, her designer, and all appropriate city officials are authorized to execute any documents necessary to fulfill the terms of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DATED this _____ day of _____, 2024.

PASSED AND ADOPTED on first reading this _____ day of _____, 2024.

PRESIDING OFFICER

ATTEST:

CITY CLERK

MOTION
SECOND

M. DUNN
D. GRANT
L. MARTIN
S. MARTIN
K. THURSTON

Approved as to Form

Angel Petti Rosenberg
City Attorney

CONTRACT
BETWEEN THE
CITY OF LAUDERHILL
AND
MKI SERVICES, INC.
FOR
WATER TREATMENT PLANT INFRASTRUCTURE IMPROVEMENTS

THIS CONTRACT ("Contract"), effective as of the date of the last party to sign below, is hereby entered into between the CITY OF LAUDERHILL, a Florida Municipal Corporation ("CITY"), having an address at 5581 W. Oakland Park Blvd., Lauderdale, FL 33313 and MKI SERVICES, INC., a Florida For Profit Corporation ("CONTRACTOR") having an address at 7284 W. Palmetto Park Rd., Suite 304, Boca Raton, FL 33433.

WHEREAS, Section 2-141 of the City of Lauderdale Code of Ordinances designates situations where competitive bidding is not required; and

WHEREAS, Section 2-141(c) provides that non-competitive supplies such as products that are available only from one source, such as unique, custom, patented or franchise supplies or services are exempt from competitive bidding requirements; and

WHEREAS, CONTRACTOR. was approved as an authorized sole source provider pursuant to Resolution No. 24R-03-32 which is attached hereto and incorporated herein, as Exhibit "A";

WHEREAS, on March 25, 2024, the Lauderdale City Commission approved the sole source purchase from the CONTRACTOR by approving Resolution No. 24R-03-45, a copy of which is attached hereto and incorporated herein, as Exhibit "B";

NOW, for valuable consideration, the parties hereby agree as follows:

1. SCOPE OF WORK: The CONTRACTOR must meet the requirements, provide the equipment, and perform the services identified in the CONTRACTOR's proposal dated January 29, 2024, ("Proposal") attached hereto and incorporated herein, as Exhibit "C". Terms of payment shall be established after CONTRACT execution and based on monthly pay applications in accordance with a mutually agreeable schedule of values consistent with the Proposal terms to include the following at minimum:
 - a. Mobilization
 - b. Submittal approval

- c. Tank cleaning and/or Demolition
- d. Tank blasting
- e. Tank coating
- f. Equipment delivery
- g. Equipment installation
- h. Startup & commissioning (substantial completion)
- i. Project close out (final completion)

2. WORK SITE: City of Lauderhill Water Treatment Plant - 2101 NW 49th Ave., Lauderhill, FL 33313.

3. TERM: The initial term of this Agreement shall begin on the date it is fully executed by both parties and shall continue for five hundred fifty [550] days. The Agreement may be extended for an additional three (3) month term at the sole discretion of the City with 30 days written notice. This provision in no way limits the CITY's right to terminate this Agreement at any time pursuant to Sections 12 and 13 of the Agreement. The CITY shall also have the right to extend the agreement beyond the expiration date or any extension for a period not to exceed thirty (30) days.

4. LIQUIDATED DAMAGES: CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Projects are not completed within the times specified in this agreement in Section 3 above. The CITY and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring such proof,

CITY and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay One Thousand Dollars (\$1,000.00) for each day that expires after the completion date stated in paragraph 3 above.

5. MATERIALS: CONTRACTOR must produce shop drawings and specifications of the equipment being provided for the Project to the CITY and receive the CITY's written approval prior to utilization of any such materials in the project.

6. INTERRUPTION/SECURING JOB SITE: CONTRACTOR will take whatever steps necessary to adequately and safely secure the Job Site. However, CONTRACTOR understands that the project is to be performed with minimal interruption to the existing everyday activities. In the event of an interruption of activities, such interruption shall not exceed eight (8) hours duration and CONTRACTOR shall provide CITY with no less than forty-eight (48) hours notice prior to commencing any such interruptions.

7. PERMITS: CONTRACTOR shall apply for and obtain such permits and regulatory approvals as may be required by the local municipality. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Project price. If County permits fees are applicable said cost

8. SURVEY AND TITLE: If the Project is near the CITY's property boundary, CITY will point out property lines to the CONTRACTOR. If the CITY or CONTRACTOR has any doubt about the location of the property lines, CITY shall provide CONTRACTOR with boundary stakes through a licensed surveyor. In addition, CITY shall provide CONTRACTOR documentation that CITY has title to the Work Site and shall provide CONTRACTOR copies of any covenants, conditions, or restrictions that affect the Work Site.

9. CHANGES TO SCOPE OF WORK: The CITY is not required to accept CONTRACTOR initiated change orders.

10. CONTRACT PRICE: CITY agrees to pay CONTRACTOR FOUR MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS [\$4,785,450.00], for performing the services as set forth in the CONTRACTOR's proposal dated January 29, 2024, proposal attached hereto as Exhibit "C".

11. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

12. TERMINATION FOR CAUSE

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the work in accordance with the contract documents (including, but not limited to, failure to supply suitable materials or equipment;
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of Capital Projects Manager or designee; or
4. CONTRACTOR's violation in any substantial way of any provisions of the contract documents.

B. If one or more of the events identified in paragraph 13 occur, CITY may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages sustained by CITY arising out of or relating to completing the work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by the Projects Manager or designee as to their reasonableness and, when so approved by

the Projects Manager or designee, incorporated in a Change Order. When exercising any rights or remedies under this paragraph CITY shall not be required to obtain the lowest price for the work performed.

- C. Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.

13. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy of CITY, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):
1. for completed and acceptable work executed in accordance with contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
 4. for reasonable expenses directly attributable to termination.
- B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or

section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

15. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

16. PERFORMANCE:

A. CONTRACTOR may, at its discretion, engage licensed subcontractors to perform work pursuant this Contract provided CONTRACTOR shall remain fully responsible for the proper completion of the Project.

B. All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

C. CONTRACTOR agrees to remove all debris and leave the premises in clean condition appropriate to the usage of said premises.

D. The rate of wages for all laborers, mechanics, and apprentices employed by the CONTRACTOR or any subcontractor on the work covered by this Contract shall not be less than the prevailing rates of wages for similar skills or classifications.

E. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the CITY.

F. The CONTRACTOR shall guarantee the complete project against poor workmanship and faulty materials for the period and in the manner described in the General Terms and Conditions and shall immediately correct any defects which may appear during this period upon notification by the CITY or the Engineer.

17. RECORDS AND AUDIT

A. Access to Public Records

(1) If, under this Contract, the CONTRACTOR is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in

Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

B. Protection of Trade Secrets or Other Confidential Information

(1) If the CONTRACTOR considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the CONTRACTOR must clearly designate that portion of the materials as "confidential" when submitted to the CITY.

(2) If the CITY receives a public records request for contract-related materials designated by the CONTRACTOR as "confidential," the CITY will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the CITY will notify the CONTRACTOR. The CONTRACTOR will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the CITY is served with a request for discovery of contract-related materials designated "confidential," the CITY will promptly notify the CONTRACTOR about the request. The CONTRACTOR will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated "confidential" only if the CONTRACTOR fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(4) The CONTRACTOR shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

C. Retention of Records

CONTRACTOR shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

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 CONTRACT, CONTACT THE CUSTODIAN OF

18. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, save and hold harmless the CITY and the CITY'S elected officials, public employees, consultants and separate CONTRACTORS, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work including the work of anyone directly or indirectly employed by the CONTRACTOR, agent, consultant or independent CONTRACTOR, provided that such claim, damage, loss or expense is caused in whole or in part by the negligent or intentional act or omission of the CONTRACTOR anyone directly or indirectly employed by the CONTRACTOR. The CONTRACTOR shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the City of Lauderhill shall have the right, at its option, to participate in the defense of any such action without relieving the CONTRACTOR of any obligation hereunder.

18.1 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

18.2 Nothing contained herein is intended nor shall it be construed to waive CITY'S rights, immunities, and limitations of liability under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or be construed to waive CITY'S rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this paragraph and its subparts.

19. LIMITATION OF LIABILITY

For all claims against the CONTRACTOR under this Agreement or any purchase orders related to this Agreement, and regardless of the basis on which the claim is made, CONTRACTOR'S liability for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by CONTRACTOR under a purchase order. The limitation of liability contemplated herein does not apply to any claim arising under an indemnity section of the agreement or any section of the agreement relating to insurance for the provision of Professional Services as defined in section 287.055, Florida Statutes, unless otherwise agreed to by the parties to the contract. Unless otherwise specifically enumerated in the contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or

purchase order requires the Contractor to back up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The CITY may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the CITY.

20. JURISDICTION AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

21. NOTICES

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 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:

CITY:

Desorae Giles-Smith, City Manager
Lauderhill City Hall
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313

With a copy to:

Angel Rosenberg
City Attorney
8850 W. Oakland Park Blvd, Suite 101
Sunrise, FL 33351

CONTRACTOR:

W. Ben McDorman
MKI Services, Inc.
7284 W. Palmetto Park Rd., #304
Boca Raton, FL 33433

22. NO PARTNERSHIP: Nothing contained herein shall create or be construed as creating a partnership between the City and CONTRACTOR or to constitute the CONTRACTOR an agent of the City.

23. CONFLICT OF INTEREST: CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required in this Agreement.

24. PROHIBITION OF GIFTS: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any city employee, as set forth in Chapter 112, Part III, Florida Statutes.

25. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Lauderhill agrees that the CONTRACTOR can extend pricing, terms and conditions of the solicitation and this Agreement to other governmental entities.

26. ASSIGNMENT: CONTRACTOR shall not assign this Agreement or any part thereof, without the prior written consent of the City. Any attempt to assign or otherwise transfer this Agreement, or any part thereof, without the City's written consent, shall be void.

27. PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, City shall have the right to immediately terminate this Agreement.

28. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement as CITY has no control over CONTRACTOR. In providing services under this Agreement, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of City. CONTRACTOR shall not have the right to bind CITY to any obligation not expressly undertaken by CITY under this Agreement.

29. THIRD PARTY BENEFICIARIES

Neither CITY nor CONTRACTOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

30. MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

31. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

32. SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

33. JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

34. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of this Agreement, the provisions contained in Articles 1 through 45 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

35. AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf. The City Manager shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities.

36. INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "C" are incorporated into and made a part of this Agreement.

37. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall be amended to make such insertion.

38. SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

39. FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

40. TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

41. SPECIFIC PERFORMANCE

In addition to all other remedies, CONTRACTOR's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

42. FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and

resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

43. REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

44. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

This Agreement is in compliance with Florida Statute 287.05701(2). The City shall not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The City shall not give preference to a vendor based on the vendor's social, political, or ideological interests.

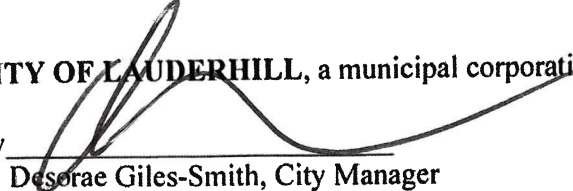
45. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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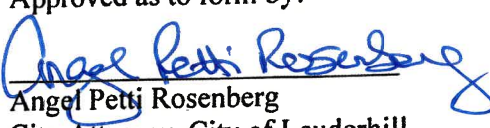
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

CITY OF LAUDERHILL, a municipal corporation

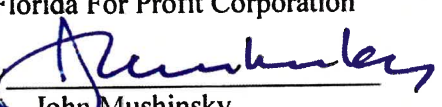
By 
Desorae Giles-Smith, City Manager

8 day of May 2024

Approved as to form by:


Angel Petti Rosenberg
City Attorney, City of Lauderhill

MKI SERVICES INC.
a Florida For Profit Corporation

By 
John Mushinsky
Title Vice President

30th day of APRIL 2024

ADDENDUM TO CONTRACT
BETWEEN THE
CITY OF LAUDERHILL
AND
MOSS-KELLEY, INC. / MKI SERVICES, INC.
FOR
WATER TREATMENT PLANT INFRASTRUCTURE IMPROVEMENTS

WHEREAS, MOSS-KELLEY, INC. / MKI SERVICES, INC. ("CONTRACTOR") was approved as an authorized sole source provider pursuant to Resolution No. 24R-03-32 which is attached hereto and incorporated herein, as Exhibit "A";

WHEREAS, on March 25, 2024, the Lauderhill City Commission approved the sole source purchase from the CONTRACTOR by approving Resolution No. 24R-03-45, a copy of which is attached hereto and incorporated herein, as Exhibit "B";

WHEREAS, on May 8, 2024 the City of Lauderhill ("CITY") and CONTRACTOR entered into a Contract for Water Treatment Plant Infrastructure Improvements, attached hereto and incorporated herein, as Exhibit "C";

The Contract previously entered into between the CITY and CONTRACTOR is hereby amended as follows, with all other terms and conditions of the original Agreement which are not inconsistent herewith remaining in full force and effect.

1. Section 9. "CHANGES TO SCOPE OF WORK" is hereby amended as underlined below:

9. CHANGES TO SCOPE OF WORK: The CITY is not required to accept any change orders: from the CONTRACTOR for the Project. By executing this agreement, CONTRACTOR specifically acknowledges that CONTRACTOR has performed due diligence and will perform the work for the price stated in CONTRACTORs bid that was accepted by the City of Lauderhill City Commission by Resolution Number 24R-03-45 on March 25, 2024. If there are unforeseen conditions that result in a need to modify or change the approved scope of work, CITY must be notified of said condition in writing, and CONTRACTOR shall require the CITY's written approval for the required change of scope.

2. Section 16. C. "PERFORMANCE" is hereby amended as follows:

C. ~~No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the CITY.~~ If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement, the services described in the Proposal or to perform additional work, such as services provided

in emergency situations, such additional work shall be performed, as authorized by the City Manager or his/her authorized designee. Any such additional work agreed to by both parties shall be performed at a rate for additional work as agreed upon by the parties.

3. Conflicts: In the event of a conflict between the Initial Agreement and this First Addendum, this First Addendum shall control.

4. Agreement to Remain in Effect: All terms and conditions of the Initial Agreement which are not inconsistent herewith remain in full force and effect.

The CITY and CONTRACTOR hereby agree to adopt and incorporate this addendum and the attachments into the CONTRACT for Water Treatment Plant Infrastructure Improvements dated May 8, 2024.

This Addendum shall be deemed to have an effective date on the date executed below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF LAUDERHILL, a municipal corporation

By _____

Desorae Giles-Smith, City Manager

16 day of June, 2024

Approved as to form by:

Angel Petti Rosenberg

Angel Petti Rosenberg

City Attorney, City of Lauderhill

MKI SERVICES INC.

a Florida For Profit Corporation

By _____

John Mushinsky

Title Vice President

____ day of _____ 2024