



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The City of Cocoa, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Vortex Services, LLC (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with H-GAC Houston – Galveston Area Council, said contract being identified as: CoOp – Vortex Services LLC – Public Services Contract No. TP07-18; Manhole Rehabilitation and other related services specified within the Cooperative Agreement Table Form D – Products and Service Offerings Invitation No. TP07-18. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Manhole Rehabilitation and other related services (see exhibit A – original contract)

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Vortex Services, LLC. The term of said agreement shall be for the period effective date of the City Manager signature through 06/30/2023. Unless directly specified under a written change or extension provisioned under Article 15, of the original agreement, which shall be fully executed by H-GAC, the Vendor (Vortex Services) to this agreement, upon which the City of Cocoa shall continue services should it be in the best interest of the City, with City Manager approval for annual renewals.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$2,000,000 as the combined single limit for each occurrence and with a deductible not greater than \$5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of \$2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSURED-S-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (<https://www.e-verify.gov>), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafli.org.

- c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
- d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.
- e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
- f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Vortex Services, LLC
Attn: Wes Kingery
18150 Imperial Valley Drive
Houston, TX 77060
Phone: 630-501-8675
Email: scampbell@vortexcompanies.com

Vortex Services, LLC

Entered this 18th day of Jan - 2023

Shawn Ready / Regional Vice President

(Print Name / Title)

Shawn Ready

(Signature)

1/18/2022

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

☒ No (Approved by City Manager)

CITY OF COCOA

By: *Stockton Whitten*

Date: 1/20/2023

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Carrie Muealy
Attested By: City Clerk

