

IB AT UR SERVICE UTILITY
Water and Wastewater Utility Operations, Maintenance, and Management

OPERATIONS SERVICES AGREEMENT

BETWEEN

Eastfield Slopes Condo Association

AND

IB AT UR SERVICE UTILITY

THIS AGREEMENT is to commence on the 18th day of September, 2024 between **IB AT UR SERVICE UTILITY**, whose address is 1805 James L. Redman Parkway, Suite 201, Plant City, FL 3363, referred herein as Contractor, and Eastfield Slopes Condo Association, after referred to as customer.

IN CONSIDERATION of the mutual covenants contained herein and other valuable Considerations, the sufficiency of which is hereby acknowledged by both parties Regarding the details herein, the parties do hereby promise, covenant and agree as follows:

Contractor will provide operation services related to the water and wastewater treatment facilities known as **Eastfield Utilities**, which is leased by Eastfield Slopes Condo Association and address is 805 E Bloomingdale Ave, Ste 772, Brandon, FL 33511 as detailed below.

I. **Operations of Water and Wastewater Treatment Facilities**

- a. Wastewater contractor will provide the required 30 minute visits 5 days per week and a weekend visit. Contractor will collect the required samples and transport to Advanced Environmental Laboratory located in Tampa, FL monthly with a Minimum Class "C" certified water treatment plant operator.
- b. Water Plant contractor will provide the required 5 days a week and a weekend visit with a minimum Class "C" certified water treatment plant operator.
- c. Contractor will perform monthly compliance sampling for required parameters for water and wastewater quality analysis, which includes doing the Monthly Operating Report (MOR) and the Discharge Monitoring Report (DMR). Contractor will also Perform such testing as necessary to comply with the requirement of the FDEP.

I. Payment Schedule

- a. Invoice a month in advance. Invoices are issued the 25th of the month prior to the month of service and due by the 10th of the month.
- b. Water and Wastewater Plant \$1984

II. Samples

- a. Monthly Wastewater Samples (TSS, CBOD, FECAL, & NITRATE) and TSS/Fecal are included but all other samples will be billed accordingly with \$85 collection fee plus lab fees.
- b. Monthly Water Samples (bacteria) and annual nitrates are included, but all other samples will be billed accordingly with \$85 collection fee.
- c. Resamples will be billed at lab rate with \$85 collection fee.
- d. Other pricing:
 - 1. Gross Alpha \$175 per sample
 - 2. Uranium \$100 per sample
 - 3. RAD 266 \$313 per sample
 - 4. RAD 228 \$338 per sample
 - 5. Primary Contaminants \$613 per sample
 - 6. Secondary Contaminants \$525 per sample
 - 7. Synthetic Organic Contaminants \$1275 per sample
 - 8. Lead/Copper \$60 per sample
 - 9. Trihalomethane \$200
 - 10. HAA5 \$275
 - 11. Asbestos Waiver \$75
 - 12. Backflow Certification \$95
 - 13. Chlorine tablets \$100
 - 14. Annual TSS/CBOD Influent sample \$60
 - 15. Nitrate/Titrate \$60

*This list isn't all inclusive and may change based on the lab rates.

III. Repairs

- a. All repairs will be billed at \$100/hour per man
- b. Any repairs will be submitted for prior approval
- c. All parts will be marked up 25% with \$35 pickup fee if contractor has to purchase

IV. Call outs

- a. Monday thru Friday for normal hours 7 am to 5 pm will be billed \$100/hour per man starting from home and stopping when I return
- b. Monday thru Friday after 5pm to 7 am will be billed \$125/hour per man starting from home and stopping when I return
- c. Weekends and holidays will be billed at \$150/hour per man starting from home and stopping when I return

V. Insurance

- a. Contractor will carry and maintain throught the period of the contract Commercial General Liability Insurance and Worker's Compensation at Contractor's sole expense.

III. Duration of Agreement

The stated term of this contract is until December 31, 2024 with the option to renew January, 2025. Contract pricing will adjust yearly during the month of October, at adjusted rates based on annual U.S. Government published CPI (consumer price index). Either party may cancel or terminate this contract for any reason with a thirty (30) day written notice. Contractor reserves the right to cancel this agreement without thirty (30) days written notice if Customer's account becomes thirty (30) days past due. Any notices of cancellation shall be presented by certified mail or email to:

Contractor:

IB AT UR SERVICE UTLITY
1805 James L. Redman Parkway
Suite 201, Plant City, FL 33563
info@ibaturserviceutility.com
727-643-8293

Customer:

Eastfield Slopes Condo Assoc.
805 E Bloomingdale Ave, Ste 772
Brandon, FL 33511
eastfieldslopes@gmail.com
813-675-7679

IV. Jurisdiction

Payment for services rendered under this agreement is due in 45 days in Hillsborough County, Florida, and failure to timely and fully make any payment constitutes a breach of this agreement, with such breach deemed by the parties hereto to have occurred in Hillsborough County, Florida. The resolution of any claim or dispute arising from or relating to this agreement shall be determined in Hillsborough County, Florida. The sole and exclusive venue for any legal action arising from or relating to this agreement shall be in Hillsborough County, Florida, to the exclusion of any other venue or court.

I. Attorney's Fees

The prevailing party in any legal action shall be entitled to an award of costs and reasonable attorney's fees related to litigation. This includes but is not limited to, expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees.

This agreement, consisting of 4 pages including the signature page, represents the entire understandign between the Customer and Contractor in respect of the operation of the water treatment facility and may only be modified in writing and signed by both parties.

CUSTOMER: Eastfield Slopes Condo Association

By: *Cynthia Jacobs* Date: 9-18-2024 10 AM
Cynthia Jacobs, President

CONTRACTOR: IB AT UR SERVICE UTLITY

By: *Issac Bostic* Date: 09/18/2024
Issac Bostic