

CONTRACT RENEWAL

This CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12 (the "CONTRACT"); and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the third (3rd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2024 and will expire on March 5, 2025, (There are no more renewals) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same. However, the price adjustments set forth in Amendment to Contract No. 1 dated March 6, 2022 as Attachment "A" shall be applicable under this renewal.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

ATTEST

CITY OF DEERFIELD BEACH

DocuSigned by:

 5E72FBB3A1E04DD...
 HEATHER MONTEMAYOR, CMC, CITY CLERK

DocuSigned by:

 By: 6E00D88DCB46419...
 DAVID SANTUCCI, CITY MANAGER
 3/4/2024

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

Date: _____

DocuSigned by:

 5CAA0437D69A4C4...
 ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

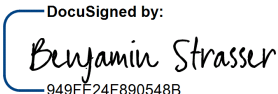
CONTRACTOR

ATTEST:

Core & Main LP

(Name of Corporation)

Corporate Secretary

By: _____
949FE24F890548B...
(Signature)

Benjamin Strasser Municipal Quotations Spec

(Corporate Seal, if applicable)

(Type Name/Title Signed Above)

3/4/2024
Date: _____

ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Core & Main LP - Price Adjustments (3/6/2022)		
Product Groups	Current Percentage Discounts / List Plus Percentage	Price Adjustments Market List Plus Percentage
Group #1 – Adapters	Mueller - 41%	Mueller - Market List plus 11%
Group #2 - Meter Boxes	Carson - 37% CDR - 52% Ford - 48% Highline - 54% Mueller - 16%	Carson - Market List plus 11 % CDR - Market List plus 11% Ford - Market List plus 11% Highline - Market List plus 11% Mueller - Market List plus 11%
Group #3 – Clamps	Ford - 44% Hymax - 46% Mueller - 41% Romac - 64% Smith-Blair - 71% Total Piping - 57%	Ford - Market List plus 11% Hymax - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Smith-Blair -Market List plus 11% Total Piping - Market List plus 11%
Group #4 - Connectors, Hose	Ford - 48%	Ford - Market List plus 11%
Group #5 - Corporation Stops	No Award	No Award

Group #6 - Couplings	BMI - 74% Dresser - 26% JCM - 63% Lee Brass - 85% Smith-Blair - 72% Total Piping - 57%	BMI - Market List plus 11% Dresser - Market List plus 11% JCM - Market List plus 11% Lee Brass - Market List plus 11% Total Piping - Market List plus 11% Smith Blair - Market List plus 11%
Group #7 - Curb Stops	No Award	No Award
Group #8 - Elbows	BMI - 74% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Mueller Market List plus 11% Spears - Market List plus 11%
Group #9 - Flanges	Buy Wholesale - List plus 11% Ford - 48% Lee Brass - 59% Matco-Norca - 73% Mueller - 41%	Buy Wholesale - Market List plus 11% Ford - Market List plus 11% Lee Brass - Market List plus 11% Matco-Norca - Market list plus 11% Mueller - Market List plus 11%
Group #10 - Hose Bibs	American Valve - 54% Matco-Norca - 59% Mueller - 41%	American Valve - Market List plus 11% Matco-Norca - Market List plus 11% Mueller - Market List plus 11%
Group #11 - Idler Pipes	Ford - 48%	Ford - Market List plus 11%
Group #12 - Insert Stiffeners	Buy Wholesale - List plus 11%	Buy Wholesale - Market List plus 11%
Group #13 - Meter Stops	No Award	No Award
Group #14 - Nipples, Brass	No Award	No Award
Group #15 - Pieces, Branch	No Award	No Award
Group #16 - Plugs, Standard Brass	BMI - 74% Muller - 41%	BMI - Market List plus 11% Mueller - Market List plus 11%

Group #17 - Poly-Adapters x Compression Brass	No Award	No Award
Group #18 - Reducer Bushings	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11%, Spears - Market List plus 11%
Group #19 - Meter Resetters	No Award	No Award
Group #20 - Service Saddles	Ford - 48% Mueller - 41% Romac - 64% Total Piping - 57%	Ford - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Total Piping - Market List plus 11%
Group #21 - Tees	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11% Spears - Market List plus 11%
Group #22 - Tubing	Charter Plastic - 15% Copper - List plus 12% Endot Industries - List plus 11%	Charter Plastic - Market List plus 15% Copper - Market List plus 12% Endot Industries - Market List plus 11%
Group #23 - U-Branches	No Award	No Award
Group #24 - Valves	American Valve - 54% Clow - 71% Matco-Norca - 70% Multi Fittings - 65% Spears - 37%	American Valve - Market List plus 11% Clow - Market List plus 11% Matco Norca - Market List plus 11% Multi Fitting Market List plus 11% Spears - Market List plus 11%
Group #25 - Washers	Buy Wholesale - List plus 20%	Buy Wholesale - Market List plus 20%

Group #26 - Yokes	Ford - 48% Mueller - 41%	Ford - Market List plus 11% Mueller - Market List plus 11%
Group #27 - Megalugs	Romac - 53% Star - 65%	Romac - Market List plus 11% Star - Market list plus 11%
Group #28 - Grip Rings 4"-12"	Smith-Blair - 50%	Smith Blair - Market List plus 11%
Group #29 - Ductile	Star - 65% US Pipe - 46%	Star - Market list plus 11% US Pipe - Market List plus 11%
Group #30 Backflow Preventers and Pressure Valves	Apollo - 85% Watts - 46%	Apollo - Market List plus 11% Watts - Market List plus 11%
Group #31 Lead Free Brass Caps	Lee Brass-Domestic - 85%	Lee Brass Domestic - Cost plus 11%
Value Added Items		
Apollo	Large PF - 77% Parts & kts - 46% Air Gap Drain Kit - 77%	Apollo - Market List plus 11% Parts & Kits - Market List plus 11% Air Gap - Market List plus 11%
Charlotte Pipe	PVC Pipe - List plus 11%	PVC Pipe - Market List plus 11%
Clow	R/W 14-24 OS&Y - 42% Fire Hydrants Medallion - 64% Eddy - 64% Extentions Kits - 49% Repair Kits - 29% Repair Parts (valves &all others) - 29%	R/W 14-24 OS&Y - Market List plus 11%% Fire Hydrants Medallion - Market List Plus 11% Eddy - Market List plus 11% Extentions Kits - Market List plus 11% Repair Kits - Market List plus 11% Repair Kits (valves & all others) - Market List plus 11%

Ford	Uniflange - 48%	Uniflange - Market List plus 11%
Multi Fittings	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - 80% SDR 26 HW Gasket 4"-8", 10"-12" - 80% IPS 21 - 68% Pressure 4"-8", 10", 12", 14" and up - 67% Non-pressure 4"-8" AKA 4"-8" CIOD - 74%	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - Market List plus 11% SDR 26 HW Gasket 4"-8", 10"-12" - Markt List plus 11% IPS 21 - Market List plus 11% Pressure 4"-8", 10", 12" 14" and up - Market List plus 11% Non-pressure 4"-8" AKA 4"-8" CIOD - Market List plus 11%
Smith-Blair	Redi Clamps - 67% 300 Series Bronze Saddles - 71% 320 Series Service Saddles - 54% 421 Top Bolt Couplings 53%	Redi Clamps - Market List plus 11% 300 Series Bronze Saddles - Market List plus 11% 320 Series Service Saddles - Market List plus 11% 421 Top Bolt Couplings - Market List plus 11%
Spear	Sch 80 fittings thru 8" - 75%	Sch 80 fittings thru 8" - Market List plus 11%
Total Piping	Triple Tap MJ Tapping Sleeve 4"-30" - 57% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - 57%	Triple Tap MJ Tapping Sleeve 4"-30" - Market List plus 11% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - Market List plus 11%
Wagner	Brass tags - 43%	Brass tags - Market List plus 11%



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. 2 Start Date: March 6, 2023 End Date: March 5, 2024

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax:

Cell/Pager: Email Address: susan.reed@coreandmain.com

Website: FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax:

Cell/Pager: Email Address: jkuehne@empirepipe.com

Website: FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069
Contact: Drew Petonick
Phone: 954-973-8100 Fax: 954-971-3134
Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com
Website: _____ FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.
Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
Contact: Sheri Smith
Phone: 704-788-9859 Fax: 704-788-9894
Cell/Pager: _____ Email Address: sheri.smith@fortiline.com
Website: www.doorsystemsfl.com FEIN: 57-0819190

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3

LEAD AGENCY

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
Telephone: 954-480-4418 Fax: _____

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

_____ na _____

DocuSigned by:
David Santucci
By: _____
6E00D88DCB45410...
DAVID SANTUCCI, CITY MANAGER

Date: 2/16/2023

ATTEST:

DocuSigned by:
Heather Montemayor
_____ 5E72EBB3A1E04DD
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
_____ 5CAAA0437D58A4C2
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Core & Main LP

(Name of Corporation)

na
(Witness)

DocuSigned by:
By Benjamin Strasser
(Signature) 949FE24F890548B...

na
(Corporate Seal, if applicable)

Benjamin Strasser Municipal Quotations Spec

(Type Name/Title Signed Above)

Date: 2/16/2023

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and EMPIRE PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

_____ na _____

DocuSigned by:

 By: _____
6E90D88DCB46419...
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

DocuSigned by:

5E72EBB2A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

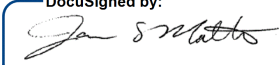
ATTEST:

Empire Pipe & Supply Company Inc

(Name of Corporation)

na

(Witness)

DocuSigned by:

By _____
(Signature)
89681D16987844F...

na

(Corporate Seal, if applicable)

James Mathis Vice President

(Type Name/Title Signed Above)

Date: 2/27/2023

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON WATERWORKS. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

DocuSigned by:
David Santucci
By: 6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER
Date: 2/16/2023

ATTEST:

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA0437D58A4C4...
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Ferguson Enterprises LLC

(Name of Corporation)

na

(Witness)

DocuSigned by:
Matt Gracie
By _____
(Signature)
32383096A60F436...

na

(Corporate Seal, if applicable)

Matt Gracie Matt Gracie/ Sales

(Type Name/Title Signed Above)

Date: 2/16/2023

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FORTILINE INC. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

DocuSigned by:
David Santucci
By: _____
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

_____ na _____

Date: _____

ATTEST:

DocuSigned by:
Heather Montemayor
6E72E8B3A1E04DD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

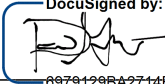
ATTEST:

FORTILINE WATERWORKS

(Name of Corporation)

na

(Witness)

DocuSigned by:

By: _____
(Signature)
6979129BA2714F0...

na

(Corporate Seal, if applicable)

David Guthart BRANCH MANAGER

(Type Name/Title Signed Above)

Date: 3/2/2023

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and LEHMAN PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

_____ na _____

DocuSigned by:
David Santucci
By: _____
DAVID SANTUCCI, CITY MANAGER

Date: 2/16/2023

ATTEST:

DocuSigned by:
Heather Montemayor

HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

LEHMAN PIPE AND PLUMBING SUPPLY

(Name of Corporation)

na
(Witness)

DocuSigned by:
Josh Aberman
By 66F4A84E78A4441...
(Signature)

na
(Corporate Seal, if applicable)

Josh Aberman EVP
(Type Name/Title Signed Above)

Date: 2/15/2023



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax: _____

Cell/Pager: _____ Email Address: susan.reed@coreandmain.com

Website: _____ FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax: _____

Cell/Pager: _____ Email Address: jkuehne@empirepipe.com

Website: _____ FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
 Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069
 Contact: Drew Petonick
 Phone: 954-973-8100 Fax: 954-971-3134
 Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com
 Website: _____ FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.
 Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
 Contact: Sheri Smith
 Phone: 704-788-9859 Fax: 704-788-9894
 Cell/Pager: _____ Email Address: sheri.smith@fortiline.com
 Website: _____ FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply
 Vendor Address: 3575 NW 36th Street, Miami, FL 33142
 Contact: Josh Aberman
 Phone: 305-576-3054 Fax: _____
 Cell/Pager: _____ Email Address: josh@lehmanpipe.com
 Website: _____ FEIN: 59-0576183

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
 Insurance Required: Yes X No _____
 Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Deerfield Beach
 Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
 Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
 Telephone: 954-480-4418 Fax: _____

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP. (CONTRACTOR), as follows

WITNESSETH:

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WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

DocuSigned by:
David Santucci
By: _____
DAVID SANTUCCI, CITY MANAGER

_____ na _____

Date: 3/3/2022 _____

ATTEST:

DocuSigned by:
Samantha Gillyard

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Core & Main LP
(Name of Corporation)

na
(Witness)

DocuSigned by:
By Susan Reed
(Signature)

na
(Corporate Seal, if applicable)

Susan Reed, Municipal Sales Coordinator
(Type Name/Title Signed Above)

Date: 3/1/2022

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract (“Amendment”), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as “CITY”)

AND

CORE & MAIN, LP
4310 NW 10th Avenue
Oakland Park, FL 33309
(hereinafter referred to as “CONTRACTOR”)

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the “ITB”); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the “Product”), in accordance with the terms and conditions of the ITB (the “Contract”); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT “A”, with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT “A.”

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT “A” and the price adjustments set forth therein the Contract. The price adjustments set forth in

ATTACHMENT "A" shall supersede the current contract percentage discounts as set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal, if applicable)

Core & Main LP

(Name of Corporation)

DocuSigned by:
By Susan Reed
D1E7235F9528401 (Signature)

Susan Reed Susan Reed, Municipal Sales

(Type Name/Title Signed Above)

Date: 3/1/2022

CITY OF DEERFIELD BEACH

Witnesses:

DocuSigned by:
By David Santucci
6E00D98DCB4541B
DAVID SANTUCCI, CITY MANAGER

Date: 3/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
23C6C6AC382D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
15C440798059A0C4...
ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Core & Main LP - Price Adjustments (3/6/2022)		
Product Groups	Current Percentage Discounts / List Plus Percentage	Price Adjustments Market List Plus Percentage
Group #1 – Adapters	Mueller - 41%	Mueller - Market List plus 11%
Group #2 - Meter Boxes	Carson - 37% CDR - 52% Ford - 48% Highline - 54% Mueller - 16%	Carson - Market List plus 11 % CDR - Market List plus 11% Ford - Market List plus 11% Highline - Market List plus 11% Mueller - Market List plus 11%
Group #3 – Clamps	Ford - 44% Hymax - 46% Mueller - 41% Romac - 64% Smith-Blair - 71% Total Piping - 57%	Ford - Market List plus 11% Hymax - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Smith-Blair -Market List plus 11% Total Piping - Market List plus 11%
Group #4 - Connectors, Hose	Ford - 48%	Ford - Market List plus 11%
Group #5 - Corporation Stops	No Award	No Award

Group #6 - Couplings	BMI - 74% Dresser - 26% JCM - 63% Lee Brass - 85% Smith-Blair - 72% Total Piping - 57%	BMI - Market List plus 11% Dresser - Market List plus 11% JCM - Market List plus 11% Lee Brass - Market List plus 11% Total Piping - Market List plus 11% Smith Blair - Market List plus 11%
Group #7 - Curb Stops	No Award	No Award
Group #8 - Elbows	BMI - 74% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Mueller Market List plus 11% Spears - Market List plus 11%
Group #9 - Flanges	Buy Wholesale - List plus 11% Ford - 48% Lee Brass - 59% Matco-Norca - 73% Mueller - 41%	Buy Wholesale - Market List plus 11% Ford - Market List plus 11% Lee Brass - Market List plus 11% Matco-Norca - Market list plus 11% Mueller - Market List plus 11%
Group #10 - Hose Bibs	American Valve - 54% Matco-Norca - 59% Mueller - 41%	American Valve - Market List plus 11% Matco-Norca - Market List plus 11% Mueller - Market List plus 11%
Group #11 - Idler Pipes	Ford - 48%	Ford - Market List plus 11%
Group #12 - Insert Stiffeners	Buy Wholesale - List plus 11%	Buy Wholesale - Market List plus 11%
Group #13 - Meter Stops	No Award	No Award
Group #14 - Nipples, Brass	No Award	No Award
Group #15 - Pieces, Branch	No Award	No Award
Group #16 - Plugs, Standard Brass	BMI - 74% Muller - 41%	BMI - Market List plus 11% Mueller - Market List plus 11%

Group #17 - Poly-Adapters x Compression Brass	No Award	No Award
Group #18 - Reducer Bushings	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11%, Spears - Market List plus 11%
Group #19 - Meter Resetters	No Award	No Award
Group #20 - Service Saddles	Ford - 48% Mueller - 41% Romac - 64% Total Piping - 57%	Ford - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Total Piping - Market List plus 11%
Group #21 - Tees	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11% Spears - Market List plus 11%
Group #22 - Tubing	Charter Plastic - 15% Copper - List plus 12% Endot Industries - List plus 11%	Charter Plastic - Market List plus 15% Copper - Market List plus 12% Endot Industries - Market List plus 11%
Group #23 - U-Branches	No Award	No Award
Group #24 - Valves	American Valve - 54% Clow - 71% Matco-Norca - 70% Multi Fittings - 65% Spears - 37%	American Valve - Market List plus 11% Clow - Market List plus 11% Matco Norca - Market List plus 11% Multi Fitting Market List plus 11% Spears - Market List plus 11%
Group #25 - Washers	Buy Wholesale - List plus 20%	Buy Wholesale - Market List plus 20%

Group #26 - Yokes	Ford - 48% Mueller - 41%	Ford - Market List plus 11% Mueller - Market List plus 11%
Group #27 - Megalugs	Romac - 53% Star - 65%	Romac - Market List plus 11% Star - Market list plus 11%
Group #28 - Grip Rings 4"-12"	Smith-Blair - 50%	Smith Blair - Market List plus 11%
Group #29 - Ductile	Star - 65% US Pipe - 46%	Star - Market list plus 11% US Pipe - Market List plus 11%
Group #30 Backflow Preventers and Pressure Valves	Apollo - 85% Watts - 46%	Apollo - Market List plus 11% Watts - Market List plus 11%
Group #31 Lead Free Brass Caps	Lee Brass-Domestic - 85%	Lee Brass Domestic - Cost plus 11%
Value Added Items		
Apollo	Large PF - 77% Parts & kts - 46% Air Gap Drain Kit - 77%	Apollo - Market List plus 11% Parts & Kits - Market List plus 11% Air Gap - Market List plus 11%
Charlotte Pipe	PVC Pipe - List plus 11%	PVC Pipe - Market List plus 11%
Clow	R/W 14-24 OS&Y - 42% Fire Hydrants Medallion - 64% Eddy - 64% Extentions Kits - 49% Repair Kits - 29% Repair Parts (valves &all others) - 29%	R/W 14-24 OS&Y - Market List plus 11%% Fire Hydrants Medallion - Market List Plus 11% Eddy - Market List plus 11% Extentions Kits - Market List plus 11% Repair Kits - Market List plus 11% Repair Kits (valves & all others) - Market List plus 11%

Ford	Uniflange - 48%	Uniflange - Market List plus 11%
Multi Fittings	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - 80% SDR 26 HW Gasket 4"-8", 10"-12" - 80% IPS 21 - 68% Pressure 4"-8", 10", 12", 14" and up - 67% Non-pressure 4"-8" AKA 4"-8" CIOD - 74%	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - Market List plus 11% SDR 26 HW Gasket 4"-8", 10"-12" - Markt List plus 11% IPS 21 - Market List plus 11% Pressure 4"-8", 10", 12" 14" and up - Market List plus 11% Non-pressure 4"-8" AKA 4"-8" CIOD - Market List plus 11%
Smith-Blair	Redi Clamps - 67% 300 Series Bronze Saddles - 71% 320 Series Service Saddles - 54% 421 Top Bolt Couplings 53%	Redi Clamps - Market List plus 11% 300 Series Bronze Saddles - Market List plus 11% 320 Series Service Saddles - Market List plus 11% 421 Top Bolt Couplings - Market List plus 11%
Spear	Sch 80 fittings thru 8" - 75%	Sch 80 fittings thru 8" - Market List plus 11%
Total Piping	Triple Tap MJ Tapping Sleeve 4"-30" - 57% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - 57%	Triple Tap MJ Tapping Sleeve 4"-30" - Market List plus 11% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - Market List plus 11%
Wagner	Brass tags - 43%	Brass tags - Market List plus 11%

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and EMPIRE PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

_____ na _____

DocuSigned by:
David Santucci
By: _____
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022 _____

ATTEST:

DocuSigned by:
Samantha Gillyard

286C6A6392D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5CA0437D59A4C4
ANTHONY SOROKA, CITY ATTORNEY

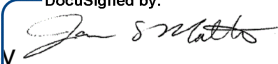
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Empire Pipe & Supply Company Inc
(Name of Corporation)

na
(Witness)

DocuSigned by:

By 89681D16987844F...
(Signature)

na
(Corporate Seal, if applicable)

James Mathis
(Type Name/Title Signed Above)

Date: 2/16/2022

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract (“Amendment”), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as “CITY”)

AND

EMPIRE PIPE AND SUPPLY
40 Keys Court
Sanford, FL 32773
(hereinafter referred to as “CONTRACTOR”)

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the “ITB”); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the “Product”), in accordance with the terms and conditions of the ITB (the “Contract”); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT “A”, with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT “A.”

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT “A” and the price adjustments set forth therein the Contract. The price adjustments set forth in

ATTACHMENT "A" shall supersede the current contract percentage discounts as set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

CONTRACTOR

ATTEST:

na
(Secretary)

na
(Corporate Seal, if applicable)

Empire Pipe & Supply Company Inc

(Name of Corporation)
DocuSigned by:
By: James Mathis
89681D16987844E
(Signature)
James Mathis Vice President

(Type Name/Title Signed Above)
Date: 3/4/2022

CITY OF DEERFIELD BEACH

Witnesses:

na

na

DocuSigned by:
By: David Santucci
6500D88DC845419
DAVID SANTUCCI, CITY MANAGER
Date: 3/4/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
23C6C6AC382D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA8437D59A4C4
ANTHONY C. SOROKA, CITY ATTORNEY

**ATTACHMENT "A"
(PRICE ADJUSTMENTS)**

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Empire Pipe and Supply - Price Adjustments (3/6/2022)		
Product Groups	Current Percentage Discounts	Price Adjustments Percentage Discounts
Group #2 - Meter Boxes	DFW Series A - 62% DFW Series C - 70.5% DFW Series J - 56.5%	DFW Series A - 59% DFW Series C - 21% DFW Series J - (Deleted from Contract)
Value Added Items		
Romac	Romagrips - 44.5%	Romagrips - (Deleted from Contract)

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON WATERWORKS. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

DocuSigned by:
David Santucci
 By: _____
 DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022 _____

ATTEST:

DocuSigned by:
Samantha Gillyard

 SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

 ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Ferguson Enterprises LLC
(Name of Corporation)

na
(Witness)

DocuSigned by:
By Matt Gracie
(Signature)

na
(Corporate Seal, if applicable)

Matt Gracie/ Sales
(Type Name/Title Signed Above)

Date: 2/1/2022

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FORTILINE INC. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

_____ na _____

DocuSigned by:
David Santucci
By: _____
6F90D88DGB46419
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022 _____

ATTEST:

DocuSigned by:
Samantha Gillyard

2806C6A038204E4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5CA90437D6944E4
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Fortiline, Inc.

(Name of Corporation)

na
(Witness)

DocuSigned by:
By John Tomasso, VP

(Signature)

na
(Corporate Seal, if applicable)

John Tomasso, VP

(Type Name/Title Signed Above)

Date: 2/14/2022

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and LEHMAN PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

DocuSigned by:
David Santucci
By: _____
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

_____ na _____

Date: 3/4/22

ATTEST:

DocuSigned by:
Samantha Gillyard

23C6C6AC382D4C4...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

LEHMAN PIPE AND PLUMBING SUPPLY
(Name of Corporation)

na
(Witness)

DocuSigned by:
By Josh Aberman
(Signature) 66F4A84E78A4441...

na
(Corporate Seal, if applicable)

Josh Aberman EVP
(Type Name/Title Signed Above)

Date: 3/3/2022



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. 2 Start Date: March 6, 2023 End Date: March 5, 2024

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax:

Cell/Pager: Email Address: susan.reed@coreandmain.com

Website: FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax:

Cell/Pager: Email Address: jkuehne@empirepipe.com

Website: FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
 Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069
 Contact: Drew Petonick
 Phone: 954-973-8100 Fax: 954-971-3134
 Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com
 Website: _____ FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.
 Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
 Contact: Sheri Smith
 Phone: 704-788-9859 Fax: 704-788-9894
 Cell/Pager: _____ Email Address: sheri.smith@fortiline.com
 Website: www.doorsystemsfl.com FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply
 Vendor Address: 3575 NW 36th Street, Miami, FL 33142
 Contact: Josh Aberman
 Phone: 305-576-3054 Fax: _____
 Cell/Pager: _____ Email Address: josh@lehmanpipe.com
 Website: _____ FEIN: 59-0576183

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
 Insurance Required: Yes X No _____
 Performance Bond Required: Yes _____ No X

SECTION #3**LEAD AGENCY**

Agency Name: City of Deerfield Beach
 Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
 Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
 Telephone: 954-480-4418 Fax: 954-480-4388

9

RESOLUTION NO. 2019/024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB 2018-19/12 WATER METER FITTINGS AND WATER LINE ACCESSORIES, TO FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., CORE & MAIN LP, LEHMAN PIPE & PLUMBING SUPPLY CO., AND EMPIRE PIPE AND SUPPLY COMPANY, INC., (“AWARDEES”) FOR THE PURCHASE OF WATER METER FITTINGS AND WATER LINE ACCESSORIES FOR USE IN THE WATER DISTRIBUTION SYSTEM; AUTHORIZING THE EXECUTION OF CONTRACTS WITH THE AWARDEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Water Meter Fittings and Water Line Accessories, ITB #2018-19/12 (the “ITB”), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on June 2, 2019, and the notice was also sent to seventy-two prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, twelve (12) vendors viewed the ITB documents; and

WHEREAS, on February 4, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the “Division”) closed and unsealed five (5) responses which were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services Department, and the recommendations for award are made to each bidder with the greatest overall percentage discount on the catalog price for each individual product required in the Bid; and

WHEREAS, the Division recommends that the City Commission approve awards of the ITB to the Awardees and authorize execution of contracts with the Awardees for the ITB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories to the Awardees.

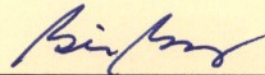
Section 3. The City Manager is hereby authorized to execute 3-year contracts with the Awardees consistent with the terms and conditions of the ITB and in amounts not to exceed the total applicable budget allocations for each applicable fiscal year, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

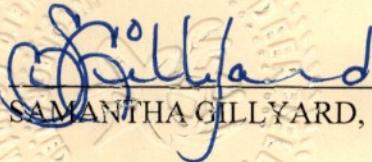
PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2019.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK



THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Ferguson Waterworks, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20 19/024

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

- 6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.
- 6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.
- 6.5 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 sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Ferguson Waterworks
Attn: Drew Petonick
1950 NW 18 Street
Pompano Beach, FL 33069
954-973-8100

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY


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

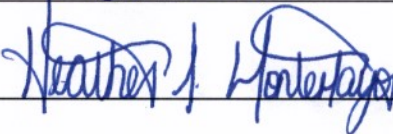
6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

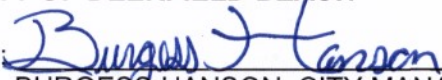
IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:





CITY OF DEERFIELD BEACH

By: 

BURGESS HANSON, CITY MANAGER

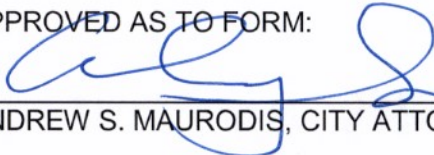
Date: 3/26/19

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



FOR ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

FERGUSON WATERWORKS
(Name of Corporation)

(Secretary)

By [Signature]
(Signature)

(Corp)

DREW PATOWICK
(Type Name/Title)



Signed Above)

26 day of FEBRUARY, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Fortiline, Inc, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20 ___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 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 sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Fortiline, Inc.
Attn: Sheri Smith
7025 Northwinds Drive, NW
Concord, NC 28147
704-788-9859

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY


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

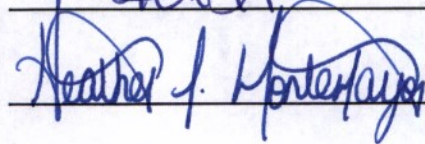
6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

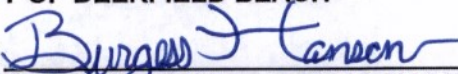
IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:



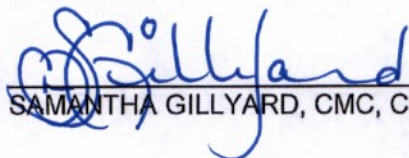


CITY OF DEERFIELD BEACH

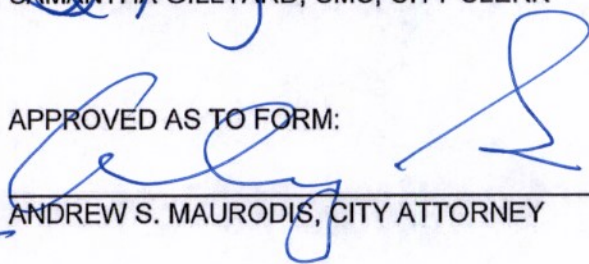
By: 
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

John Tomasso
JOHN TOMASSO
(Secretary)

(Corporate Seal)



Fortiline, Inc.
(Name of Corporation)

By _____
(Signature)

Richard Cinneman VP + Asst. Secretary
(Type Name/Title Signed Above)

25 day of February, 20 19.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

___ day of _____, 20__.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Core and Main LP, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

- 6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.
- 6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.
- 6.5 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 sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Core and Main LP
Attn: Susan Reed
4310 NW 10 Avenue
Oakland Park FL 33309
954-772-7343

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.


6.12 REPRESENTATION OF AUTHORITY

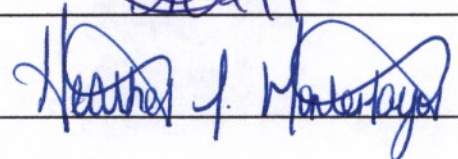
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:




CITY OF DEERFIELD BEACH

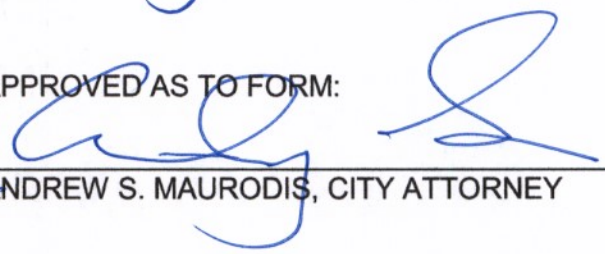
By: 
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By _____
(Signature)

(Corporate Seal)

Signed Above) (Type Name/Title

____ day of _____, 20____.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

[Handwritten Signature]

[Handwritten Signature]

Core & Main LP
(Name)

By *[Handwritten Signature]*
(Signature)

Susan Reed, Municipal Sales Coordinator
(Type Name Signed Above)

27 day of February, 2019.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

DELEGATION OF AUTHORITY


I, Charles E. Reed, Regional Vice President of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Susan Reed (the "Delegate"), to execute and deliver the Contract for Water Meter Fittings and Water Line Accessories – ITB #2018-19/12 (the "Document") to the City of Deerfield Beach, Florida, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand this 2/26/2019.

CORE & MAIN LP, a Florida limited partnership

By: 
Charles E. Reed
Regional Vice President

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Lehman Pipe and Supply, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 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 sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Lehman Pipe and Supply
Attn: Josh Aberman
3575 Northwest 36 Street
Miami, FL 33142
305-576-3054

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY


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

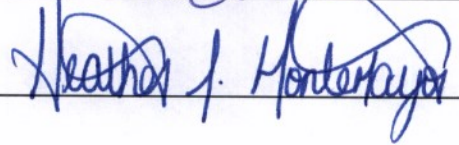
6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.


Witnesses:





Heather J. Montenegro

CITY OF DEERFIELD BEACH

By: 

BURGESS HANSON, CITY MANAGER

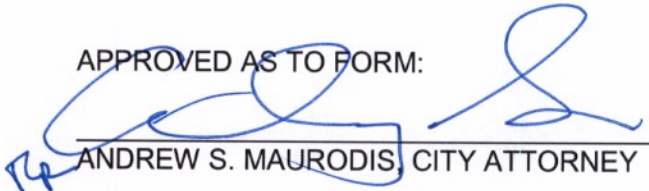
Date: 3/26/19

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Heidi Lehman

(Secretary)

(Corporate Seal)

LEHMAN PIPE & PLUMBING SUPPLY, INC.

(Name of Corporation)

By [Signature]
(Signature)

Josh Aberman Executive Vice President

(Type Name/Title)
Signed Above)

22nd day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Empire Pipe and Supply, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

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ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

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CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

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FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Empire Pipe and Supply
Attn: James Mathis
40 Keys Court
Sanford, FL 32773
407-295-2400

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

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In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

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Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

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By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

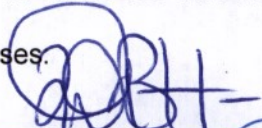
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

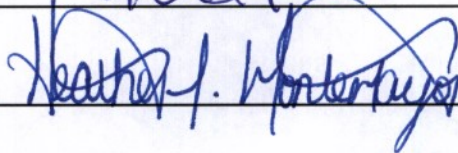
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Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

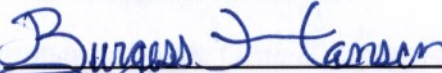
IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:






CITY OF DEERFIELD BEACH

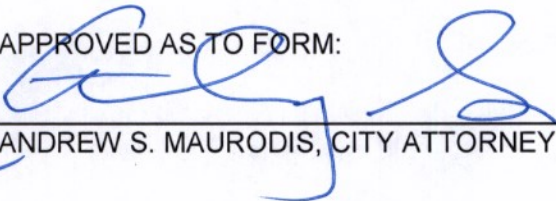
By: 
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Empire Pipe Orlando LLC
(Name of Corporation)

Kelly Can
(Secretary)

By *James Mathis*
(Signature)

James Mathis - Vice President
(Type Name/Title)

(Corporate Seal)

Signed Above)

21 day of February, 2019.



[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

___ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS