



EXHIBIT A

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

Revised 4.6.23

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: _____
Primary Contact Name: _____
Primary Contact E-mail: _____
Secondary Contact Name: _____
Secondary Contact E-mail: _____
Department Phone: _____
Department Fax: _____

Company Name: _____
Contact Name: _____
Company Address: _____

Company Phone: _____
Company Fax: _____
Company E-mail: _____
Vendor Registration #: _____

Piggyback Contract Details

1. Contract Title: _____
a. Awarding Agency _____ b. Solicitation # _____
c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☐ Proposal/Quote from Company included? Yes ☐
2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: \$ _____
4. Account Number(s): FY _____ FY _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐ _____
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes ☐ No ☐
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ☐ Solicitation ☐ Award Letter ☐ Proposal/Quote ☐
Renewal Letter ☐ Risk Manager Approved Insurance Certificate ☐ Vendor Registration Form ☐

Grant Information (only applicable if grant related purchase)

11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes ☐ No ☐
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Form Prepared By: _____

Department Director: _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: **Mario A. Diaz**
City Manager

VIA: **Shereece George**
Chief Procurement Officer

FROM: _____
Name

Title/Department

DATE: _____

RE: _____

Fiscal Amount not to Exceed: \$ _____ Vendor # _____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Contact Person(s):

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____
Insurance Required: Yes _____ No _____
Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: _____
Agency Address: _____
Agency Contact: _____ Email _____
Telephone: _____ Fax: _____

CONTRACT TO PROVIDE WATER METER FITTINGS, WATER LINE AND FIRE HYDRANT ACCESSORIES

This Contract is made and entered into this 6th day of June, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Consolidated Pipe & Supply Company, Inc., a Foreign Profit Corporation authorized to business in the State of Florida ("Contractor").

WITNESSETH:

WHEREAS, on March 17, 2025, the City issued a Southeast Florida Governmental Purchasing Cooperative Group, Invitation to Bid # 25-017 (the "ITB"), for the purchase of Water Meter Fittings, Water Line and Fire Hydrant Accessories (the "Services") with the intention of awarding the contract to at least one (1) bidder, but no more than four (4) bidders; and

WHEREAS, in accordance with the ITB, the Contract is being awarded to three (3) bidders for each manufacturer's catalog or published price list listed in the Technical Specifications and as set forth in the Notice to Award dated May 13, 2025 and such discounted prices provided by the Contractor is the lowest price; and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, the Purchasing and Contract Division (the "Division") reviewed the three (3) responses, and after discussion with the Department of Environmental Services (ES), the Division recommended to the City Commission that the ITB be awarded to to all three (3) bidders, one of them being the Contractor, who has the necessary resources, experience and ability to perform the Services at a competitive price; and

WHEREAS, on June 3, 2025, the City Commission passed Resolution No. 2025/ 089 approving the award of the ITB to Contractor and authorized the City Manager to execute a Contract with the Contractor; and

WHEREAS, this Contract, the ITB and the Contractor's Response constitute the entire Contract and describe the Services to be provided.

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

ARTICLE 1 **INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Contractor's response to the ITB, attached as Exhibit "A" shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and

all labor, parts, equipment, tools 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 services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.
- 1.5 Contractor hereby acknowledges and agrees that in accordance with the ITB, the ITB is being awarded to Contractor and two other bidders. As such, purchases by the City will be on an as needed basis and shall be made utilizing the lowest priced bidder for the specified product or service.
- 1.6 Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2 TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on June 5, 2028. The City reserves the right to renew the Contract for two (2) additional one (1) year renewal options, providing City Manager approval and 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 as set forth in the ITB.
- 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 one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer 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 agrees to compensate the Contractor for Services provided by the Contractor on an as-needed basis, in the manner specified in the ITB, based upon the discounted prices for each catalog product enumerated in the Technical Specifications of the ITB and the Notice of Intent to Award and Contractor's Bid Response. In accordance with the ITB, Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Contractor based upon the applicable Purchaser Order and invoices provided by Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Contractor that the amount set forth on the applicable Purchase Order is the e 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 obligation of the City for payment to the Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.
- 3.3 The Contractor and the City shall abide by the Florida 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 the 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, safety, or welfare.
- 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, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. 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.
- 4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Contractor , the CITY will consider the Contractor in breach of the Contract and shall give the Contractor written

notice of such breach by registered, certified mail. Upon receipt of the notification, Contractor shall have three (3) calendar days to cure the default. In the event that Contractor, fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.

- 4.4 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.
- 4.5 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.
- 4.6 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 7.2 of Article 7.
- 4.7 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.
- 4.8 In the event 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 INSURANCE

- 6.1 Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Contractor shall be responsible to pay all deductible amounts, if any. Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

4. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Coverages

Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- ☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

ARTICLE 7 MISCELLANEOUS

7.1 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.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC 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 applicable to Contractor's and its subcontractors' records, Contractor and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. If Contractor does not comply with this section, the City shall enforce the Contract provisions in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

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 7.2.

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

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 **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.

7.5 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.

7.6 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:

Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Consolidated Pipe & Supply Company, Inc.
Barry Howton, CFO
1205 Hilltop Parkway
Birmingham, AL 35204
(407) 293-2001
jeff.brouillette@cspipe.com

7.7 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.

7.8 SEVERANCE

In the event a portion of this Contract 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.

7.9 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.

7.10 VENUE AND 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. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 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 City and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 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.

7.13 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.

7.14 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.

7.15 SCRUTINIZED COMPANIES

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Contractor or its subcontractors are found to have submitted a false certification; or if Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract .
- c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor and any subcontractor of Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor. In accordance with Section 448.095, Florida Statutes, Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

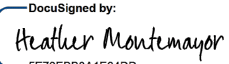
7.17 COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

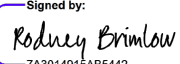
- 7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Contractor is a nongovernmental entity doing business with the City, Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.
- 7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

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

ATTEST:

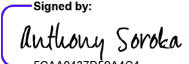
DocuSigned by:

5E72FBB3A1E04DD
HEATHER MONTEMAYOR
CITY CLERK

CITY OF DEERFIELD BEACH

Signed by:

7A3014915AB5442
By: _____
RODNEY BRIMLOW, CITY MANAGER

Date: June 6,,2025.

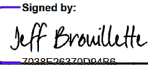
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY.

Signed by:

5CAA0437D59A4C4
ANTHONY C. SOROKA, CITY ATTORNEY

ATTEST:

Corporate Secretary

Consolidated Pipe & Supply Company, Inc.

Signed by:

7038E26370D0456
By: _____
Signature

Print Name: Jeff Brouillette

Title: Account Manager

Date: 6/3/2025,2025.

Witnesses:

Signed by:

840158E8441B43C
Signature
Signed by:

A1010B8552A0432
Signature

CONTRACT TO PROVIDE WATER METER FITTINGS, WATER LINE AND FIRE HYDRANT ACCESSORIES

This Contract is made and entered into this 6th day of June, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Fortiline, Inc. d/b/a Fortiline Waterworks, a Foreign Profit Corporation authorized to business in the State of Florida ("Contractor").

WITNESSETH:

WHEREAS, on March 17, 2025, the City issued a Southeast Florida Governmental Purchasing Cooperative Group, Invitation to Bid # 25-017 (the "ITB"), for the purchase of Water Meter Fittings, Water Line and Fire Hydrant Accessories (the "Services") with the intention of awarding the contract to at least one (1) bidder, but no more than four (4) bidders; and

WHEREAS, in accordance with the ITB, the Contract is being awarded to three (3) bidders for each manufacturer's catalog or published price list listed in the Technical Specifications and as set forth in the Notice to Award dated May 13, 2025 and such discounted prices provided by the Contractor is the lowest price; and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, the Purchasing and Contract Division (the "Division") reviewed the three (3) responses, and after discussion with the Department of Environmental Services (ES), the Division recommended to the City Commission that the ITB be awarded to to all three (3) bidders, one of them being the Contractor, who has the necessary resources, experience and ability to perform the Services at a competitive price; and

WHEREAS, on June 3, 2025, the City Commission passed Resolution No. 2025/089 approving the award of the ITB to Contractor and authorized the City Manager to execute a Contract with the Contractor; and

WHEREAS, this Contract, the ITB and the Contractor's Response constitute the entire Contract and describe the Services to be provided.

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

ARTICLE 1 **INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Contractor's response to the ITB, attached as Exhibit "A" shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and

all labor, parts, equipment, tools 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 services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.
- 1.5 Contractor hereby acknowledges and agrees that in accordance with the ITB, the ITB is being awarded to Contractor and two other bidders. As such, purchases by the City will be on an as needed basis and shall be made utilizing the lowest priced bidder for the specified product or service.
- 1.6 Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2 TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on June 5, 2028. The City reserves the right to renew the Contract for two (2) additional one (1) year renewal options, providing City Manager approval and 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 as set forth in the ITB.
- 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 one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer 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 agrees to compensate the Contractor for Services provided by the Contractor on an as-needed basis, in the manner specified in the ITB, based upon the discounted prices for each catalog product enumerated in the Technical Specifications of the ITB and the Notice of Intent to Award and Contractor's Bid Response. In accordance with the ITB, Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Contractor based upon the applicable Purchaser Order and invoices provided by Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Contractor that the amount set forth on the applicable Purchase Order is the e 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 obligation of the City for payment to the Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.
- 3.3 The Contractor and the City shall abide by the Florida 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 the 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, safety, or welfare.
- 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, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. 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.
- 4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Contractor , the CITY will consider the Contractor in breach of the Contract and shall give the Contractor written

notice of such breach by registered, certified mail. Upon receipt of the notification, Contractor shall have three (3) calendar days to cure the default. In the event that Contractor, fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City , the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.

- 4.4 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.
- 4.5 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.
- 4.6 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 7.2 of Article 7.
- 4.7 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.
- 4.8 In the event 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 INSURANCE

- 6.1 Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Contractor shall be responsible to pay all deductible amounts, if any. Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

4. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Coverages

Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- ☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

ARTICLE 7
MISCELLANEOUS

7.1 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.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC 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 applicable to Contractor's and its subcontractors' records, Contractor and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. If Contractor does not comply with this section, the City shall enforce the Contract provisions in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

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 7.2.

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

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 **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.

7.5 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.

7.6 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:

Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Greg Velz, Assistant Corporate Secretary
Fortiline, Inc. d/b/a Fortiline Waterworks
15850 Dallas Parkway
Dallas, Texas 75248
Greg.velz@fortiline.com

7.7 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.

7.8 SEVERANCE

In the event a portion of this Contract 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.

7.9 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.

7.10 VENUE AND 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. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 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 City and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 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.

7.13 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.

7.14 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.

7.15 SCRUTINIZED COMPANIES

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Contractor or its subcontractors are found to have submitted a false certification; or if Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract .
- c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor and any subcontractor of Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor. In accordance with Section 448.095, Florida Statutes, Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

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Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

- 7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Contractor is a nongovernmental entity doing business with the City, Contractor is required to attest that it does not use coercion for labor or services.

At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

- 7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

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

ATTEST:

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04DD

HEATHER MONTEMAYOR
CITY CLERK

CITY OF DEERFIELD BEACH

Signed by:
Rodney Brimlow
7A3014915AB5442

By: _____
RODNEY BRIMLOW, CITY MANAGER

Date: June 6, 2025.

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

Signed by:
Anthony Soroka
5CAA0437D59A4C4

ANTHONY C. SOROKA, CITY ATTORNEY

ATTEST:

Corporate Secretary

Witnesses:

Signed by:
Whit Riley
D0089F8DE246465
Signature

Signed by:
Brad Griffin
04289C66F2C50450
Signature

Fortiline, Inc. d/b/a Fortiline Waterworks

Signed by:
Greg Velz
42D76824858D41D
Signature

Print Name: Greg Velz

Title: Assistant Corporate Secretary

Date: 6/3/2025, 2025.

CONTRACT TO PROVIDE WATER METER FITTINGS, WATER LINE AND FIRE HYDRANT ACCESSORIES

This Contract is made and entered into this 9th day of June, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Ferguson US Holdings, Inc. d/b/a Ferguson Enterprises, LLC., a Foreign Profit Corporation authorized to business in the State of Florida ("Contractor").

WITNESSETH:

WHEREAS, on March 17, 2025, the City issued a Southeast Florida Governmental Purchasing Cooperative Group, Invitation to Bid # 25-017 (the "ITB"), for the purchase of Water Meter Fittings, Water Line and Fire Hydrant Accessories (the "Services") with the intention of awarding the contract to at least one (1) bidder, but no more than four (4) bidders; and

WHEREAS, in accordance with the ITB, the Contract is being awarded to three (3) bidders for each manufacturer's catalog or published price list listed in the Technical Specifications and as set forth in the Notice to Award dated May 13, 2025 and such discounted prices provided by the Contractor is the lowest price; and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, the Purchasing and Contract Division (the "Division") reviewed the three (3) responses, and after discussion with the Department of Environmental Services (ES), the Division recommended to the City Commission that the ITB be awarded to to all three (3) bidders, one of them being the Contractor, who has the necessary resources, experience and ability to perform the Services at a competitive price; and

WHEREAS, on June 3, 2025, the City Commission passed Resolution No. 2025/ 089 approving the award of the ITB to Contractor and authorized the City Manager to execute a Contract with the Contractor; and

WHEREAS, this Contract, the ITB and the Contractor's Response constitute the entire Contract and describe the Services to be provided.

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

ARTICLE 1 **INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Contractor's response to the ITB, attached as Exhibit "A" shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and

all labor, parts, equipment, tools 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 services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.
- 1.5 Contractor hereby acknowledges and agrees that in accordance with the ITB, the ITB is being awarded to Contractor and two other bidders. As such, purchases by the City will be on an as needed basis and shall be made utilizing the lowest priced bidder for the specified product or service.
- 1.6 Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2 TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on June 8, 2028. The City reserves the right to renew the Contract for two (2) additional one (1) year renewal options, providing City Manager approval and 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 as set forth in the ITB.
- 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 one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer 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 agrees to compensate the Contractor for Services provided by the Contractor on an as-needed basis, in the manner specified in the ITB, based upon the discounted prices for each catalog product enumerated in the Technical Specifications of the ITB and the Notice of Intent to Award and Contractor's Bid Response. In accordance with the ITB, Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Contractor based upon the applicable Purchaser Order and invoices provided by Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Contractor that the amount set forth on the applicable Purchase Order is the e 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 obligation of the City for payment to the Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.
- 3.3 The Contractor and the City shall abide by the Florida 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 the 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, safety, or welfare.
- 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, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. 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.
- 4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Contractor , the CITY will consider the Contractor in breach of the Contract and shall give the Contractor written

notice of such breach by registered, certified mail. Upon receipt of the notification, Contractor shall have three (3) calendar days to cure the default. In the event that Contractor, fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City , the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.

- 4.4 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.
- 4.5 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.
- 4.6 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 7.2 of Article 7.
- 4.7 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.
- 4.8 In the event 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 INSURANCE

- 6.1 Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Contractor shall be responsible to pay all deductible amounts, if any. Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

4. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Coverages

Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- ☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

ARTICLE 7
MISCELLANEOUS

7.1 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.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC 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 applicable to Contractor's and its subcontractors' records, Contractor and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. If Contractor does not comply with this section, the City shall enforce the Contract provisions in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

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 7.2.

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

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 **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.

7.5 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.

7.6 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:

Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Ferguson US Holdings, Inc. d/b/a
Ferguson Enterprises, LLC
751 Lakefront Commons
Newport News, VA 23606
Rob.pinkston@ferguson.com

7.7 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.

7.8 SEVERANCE

In the event a portion of this Contract 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.

7.9 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.

7.10 VENUE AND 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. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 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 City and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 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.

7.13 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.

7.14 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.

7.15 SCRUTINIZED COMPANIES

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Contractor or its subcontractors are found to have submitted a false certification; or if Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract .
- c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor and any subcontractor of Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor. In accordance with Section 448.095, Florida Statutes, Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

7.17 COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

- 7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Contractor is a nongovernmental entity doing business with the City, Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.
- 7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

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

ATTEST:

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04DD...

HEATHER MONTEMAYOR
CITY CLERK

CITY OF DEERFIELD BEACH

Signed by:
Rodney Brimlow
7A3014915AB5442...
By: _____
RODNEY BRIMLOW, CITY MANAGER

Date: June 9, 2025.

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

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

ATTEST:

Corporate Secretary

Witnesses:

Signed by:
Matthew Gracie
323B3095A00F4336

Signature

Signed by:
Meki Kusuma
3B042B05C0A484D0

Signature

Ferguson US Holdings, Inc. d/b/a
Ferguson Enterprises, LLC

DocuSigned by:
Rob Pinkston
4708FC12B2094E...
By: _____
Signature

Print Name: Rob Pinkston

Title: Area Sales Manager

Date: 6/6/2025, 2025.

The City of Boynton Beach



**FINANCE/PROCUREMENT
SERVICES
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33435
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316**

July 1, 2025

Core & Main LP
1101 W. 17th Street
Riviera Beach, FL. 33404

BID NAME: "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"

BID # WH22-048

To whom it may concern:

The above referenced bid will expire 10-4-25. The bid contains an option for renewal. Therefore, the City of Boynton Beach would like to renew the existing bid under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, the bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Division Director, Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you agree, we will go to Commission for approval.

If you should have any questions, please feel free to email Michael Dauta, Division Director, Materials and Distribution at dautam@bbfl.us. Thank you.

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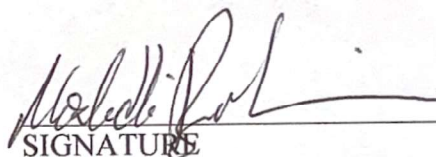
Contract Renewal Period: October 5, 2025 THROUGH October 4, 2026

Agreement between the City of Boynton Beach, and Core & Main LP

☒ Yes, I agree to extend the existing Bid for Pipe Fittings under the same Terms and Conditions for an additional year: October 5, 2025 through October 4, 2026

☐ No, I do not wish to renew the agreement.

CORE & MAIN LP


SIGNATURE

MOSLEH REZAKHANI
NAME OF REPRESENTATIVE
(please print)

District Manager
TITLE

07/03/2025
DATE

561-848-4396
(AREA CODE) TELEPHONE NUMBER