

**CITY OF PORT SAINT LUCIE  
CONTRACT # 20220016**

This CONTRACT, executed this 6<sup>th</sup> day of Jan., 2022, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Core & Main LP (Contractor), a Florida Limited Partnership, 7374 Commercial Circle, Fort Pierce, FL, 34951, Telephone No. (772) 466-5955, hereinafter called "Contractor", party of the second part.

**SECTION I  
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Contractor a is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with Suppliers for Water & Sewer Products as well as other tasks (Work) more specifically described in this Contract; and

**WHEREAS**, Contractor is qualified, willing, and able to provide the Scope of Services and work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Provider to perform the Scope of Services and work/services specified and, in an amount, agreed to below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

Project Manager:                      City of Port St. Lucie  
   Utility Systems Department  
   Michael Rossignol, Warehouse Supervisor  
   City of Port St. Lucie, Utility Systems Dept.  
   900 S.E. Ogden Lane  
   Port St. Lucie, Florida 34983  
   Telephone (772) 871-7384, Fax (772)871-7337  
   Email: [mrossignol@cityofpsl.com](mailto:mrossignol@cityofpsl.com)

City Contract Administrator:        City of Port St. Lucie  
   Procurement Management Department  
   Attn: Jason Bezak, CPPB, NIGP-CPP, Procurement Agent II  
   Telephone: 772-344-4068  
   Email: [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com)

Contractor: Core & Main LP  
Susan Reed, Sales Manager  
Telephone: (772) 466-5955  
Email: [susan.reed@coreandmain.com](mailto:susan.reed@coreandmain.com)

## **SECTION II** **DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications # 20220016, **Suppliers for Water & Sewer Products** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

**Scope of work:** The Contractor shall be a full supplier of PVC Pipe & Fittings, Brass, Ductile Iron Materials and Concrete and Plastic Meter Boxes for Water and Sewer repairs. The City will try to place orders in truckload quantity. However, this cannot be guaranteed. Therefore, the Contractor must agree to deliver less than truckload quantities, (when required by the City) at the contract price and with no additional shipping charges.

**Floor Stock** - Contractor must be an ongoing manufacturer or distributor of the items listed on the Bid Reply Sheet and must normally carry a "floor stock" of the specified items.

**Critical Need** - In the event of a critical need the City reserves the right to purchase any item covered by a Contract resulting from this Specification locally.

**Warehouse Site** - Contractor must have a warehouse in the four (4) county area (St. Lucie, Martin, Indian River or Palm Beach) for material pick-up.

**Product Inspection** - All products are subject to inspection and testing prior to usage. A sample must be made available upon request.

**On-Line Order Entry System** - Contractor is required to have On-Line order capabilities, preferably Sellwise e-business suite. If you are not using Sellwise e-business suite, the following requirements must be met:

Contractor shall have the City of Port St. Lucie's part number ID transfer and on-line purchasing capabilities. The Contractor will supply an on-line entry system to perform, at a minimum, the following functions from the Utility's location:

- a) **Order Entry** allows the Utility to type in orders from an in-house computer. Information is sent electronically to the vendor's computer for processing.
- b) **Stock Availability** allows the Utility to check the vendor's stock level and any branches stock level.
- c) **Pricing** will allow the customer to verify inventory prices.
- d) **Accounts Receivable** will allow the customer to see each invoice with all pertinent information.
- e) **Current Order Status and History** allows the Utility to check order status, lead time, method shipped, etc. for all orders. It also gives the Utility a history of all material purchased.
- f) **Back Order Information** gives the customer status of all back orders by order number or inventory number.

- g) Electronic Messaging allows the Utility to communicate via electronic message with the vendor.
- h) Order History by Order Number gives the Utility the ability to instantly look up closed orders for any information desired.

All information must be retrievable using the City of Port St. Lucie Utility's inventory numbers.

**Equipment** - Each party will provide and maintain at its own expense all hardware and software necessary, to effectively and reliably, execute the requirements of the scope described above.

**Accountability** - Access to electronic ordering must be controlled by a password system. The Utility must be assured that all files are electronically protected.

### **Delivery and Packing Requirements**

**Deliveries** - Resulting deliveries are to be made FOB Destination - City of Port St. Lucie Utility Warehouse, 900 SE Ogden Lane, Port St. Lucie, Florida 34983. All items are to be designated for inside delivery. Deliveries are received at this location between the hours of 8:00 am and 3:00 pm.

**Packing** - All materials delivered as a result of this order is to be packed in a manner which will insure that the materials are not damaged in transit. Articles shall not be combined to create an individual container weight in excess of fifty (50) pounds. A packing list specifying the City's contract number, quantity, description of each item shipped, and if the order is charged to Visa, the cardholder's name and card number shall accompany each shipment. The Contractor must have the capabilities of shrink-wrapping and palletizing individual loads as well as bulk truckloads.

**Loading** -- Material is to be loaded suitable for removal from side of vehicle.

**Stock Material** -- Vendor is required to stock material in sizes one-half - (1/2") through sixteen - (16").

**Product Specification Requirements:** All materials must be listed in the City of Port St. Lucie's Qualified Products List. Please refer to Appendix "C" at [www.cityofpsl.com](http://www.cityofpsl.com);

It is required that all **Corrugated Polyethylene Pipe and Fittings** will meet or exceed industry standards and the following:

PVC Pipe - SCD 40 - ASTM 1785

PVC Pipe - SCD 80 - ASTM 1785

Polyethylene Pipe - ASTM D2737

### **Material Specifications for Concrete Meter Boxes and Plastic Meter**

**Boxes** - The following paragraphs contain the descriptions and a parts listing of Brooks Products.

**All boxes quoted must meet the actual specifications and measurements on the drawings (see Appendix "B" at [www.cityofpsl.com](http://www.cityofpsl.com));** Brooks Products Carson- Brooks Plastics, Inc., or any acceptable equivalent.

**Concrete meter boxes with cast iron meter reader lid:** All aggregates, fine and course, shall conform to ASTM C-33 and be free of all deleterious substances. Cement shall be Portland in type, which conforms to

ASTM C-150, Type II and shall have a minimum strength of 5,000 psi. All concrete meter boxes shall have steel reinforcing in the box as well as the lid. The box shall have a lid with a cast-iron meter-reader lid that is permanently affixed.

**Plastic Meter boxes:** Rib reinforced standard single and double sizes with cast iron meter reader lids permanently affixed.

**Fiberglass reinforced polyester (FRP) wet well liners** –see Appendix B at [www.cityofpsl.com](http://www.cityofpsl.com) - shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins, with fiberglass reinforcements. It is intended that the wet well liner be a one-piece unit and factory manufactured under quality control conditions with proof of compliance with manufacturing procedures and materials utilized. The FRP wet well liner shall be as manufactured by L.F. Manufacturing, Inc., or an approved equal.

**Brass Parts and Materials:** All brass parts and materials are required to meet or exceed American Water Works Association (AWWA) standards.

Requests for materials will be made to the vendor on an as-needed basis depending on the assignment of projects and/or stocking requirements. Contractor must deliver said materials within the same day or next business day – depending on time of day of order placement - after receipt of order (ARO).

Replacement parts are to be from the manufacturer of the hydrant such as a Clow or Mueller. Generic parts are not acceptable.

The City does not consider Rustoleum an equivalent. Acceptable brands are Seymour and Aervoe.

**PVC Cement and PVC Primer**

The City currently uses EZ Weld for PVC Cement and PVC Primer. The City does consider Oatey as an equivalent brand.

**ADDITIONAL REQUIREMENT**

All Bidders must accept the City's Purchasing Card as payment.

**QUARTERLY PRICE EVALUATIONS**

The awarded contract(s) will include options to reevaluate pricing every 90 days at a mutually agreed upon price with costs and justification documented from the manufacturer(s). Quarterly Price Evaluations are to counteract the instability and volatility of the existing marketplace.

**SECTION III**  
**TIME OF PERFORMANCE**

The initial term Contract Period start date shall begin January 16, 2022 and will extend for two (2) years thereafter ending on January 16, 2024. The Contractor will be required to commence work under this Contract within seven (7) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels

he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**Delivery** - Requests for materials will be made to the City on an as-needed basis depending on the assignment of projects and/or stocking requirements. If the order is placed before 9:00 am, same day delivery is required, if placed after 9:00 a.m., delivery is to be the following business day. Backorders are to be filled within two (2) working days. Delivery shall be within the normal working hours of the user, Monday through Friday. Items that are not delivered within the time specified may, at the City's option, may be procured from an alternate source and any additional cost thus incurred invoiced to the Contractor.

**Delivery Location** Utility Warehouse, 900 SE Ogden Lane, Port St. Lucie Fl. 34983. Additional locations may be added throughout the Contract with no additional cost to the City for delivery.

**Backorders** Are to be filled within two – (2) business days. If upon receipt of any order, the Contractor is unable to make delivery of any item(s), within the specified time, The Contractor must immediately contact the Project Manager, to advise him of the anticipated delivery date. The Contractor will thereafter proceed as authorized by the Project Manager. Any modification made by the Project Manager to delivery dates or quantities will be confirmed in writing that the Contractor is unable to make delivery of any item(s) on the date specified shall not constitute an excusable delay.

**Delayed Delivery** - At any time, when unforeseen circumstances cause the Contractor to be unable to fulfill a delivery requirement, the Contractor must notify the City, of said circumstances as soon as practicable. Said notification will not relieve the Contractor of their obligation and/or of penalties as stated in the specifications but will be considered by the City when weighing appropriate action.

**Delivery Information** - Each release furnished to the Contractor will have the following information:

- a. Visa Order number.
- b. The type and quantity of material required.
- c. The date and time delivery is to be made.
- d. The destination of the delivery.

#### **SECTION IV** **RENEWAL OPTION**

N/A.

#### **SECTION V** **COMPENSATION**

The total amount to be paid by the City to the Contractor is a fixed unit price as listed in Schedule A.

#### **Purchasing Card Payment Procedures**

1. An account with the City's P-Card Provider will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the

Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Contractor will be provided this account number to process payments.

2. A purchase order to the Contractor for this project may not be issued.
3. The Contractor will send the Project Manager by the 1<sup>st</sup> of each month a detailed pay request listing products that have been received and accepted.
4. The (PM) will audit to determine that the materials that are being billed have been received as per contract specifications. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the City's P-Card Administrator and the Contractor to proceed with placing the charge on the City's P-Card Provider specified account.
6. The Contractor may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1<sup>st</sup> and 5<sup>th</sup> of the month.
7. Invoices that are not approved by the PM will be returned to the Contractor with a detailed explanation.

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

**Frequency of Orders** - A Visa Authorization form will be issued for each individual project issued under this contract. All work assigned will reference that Visa Authorization number. All scheduling and work assignments will be discussed for each project.

Invoices for services made with the City's Purchasing Card Program guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XVIII.

All invoices and correspondence relative to this Contract must contain the visa order #, Contract number, unique invoice number, detail of items with prices that correspond to the Contract and release of liens.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

## **SECTION VI** **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for

completion. All changes will be authorized by a written change order signed by the City Purchasing Agent or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

#### **SECTION VII** **CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

#### **SECTION VIII** **INDEMNIFICATION/ HOLD HARMLESS**

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. This indemnification shall survive the termination of this Contract.

#### **SECTION IX** **SOVERIEGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

#### **SECTION X** **INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors, and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a



municipality of the State of Florida, its officers, agents, and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20220016 – Suppliers for Water & Sewer Products shall be listed as additionally insured.**". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.
5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and sub-contractors listing the City as an Additional Insured without the language, when required by written contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages, or endorsements,

herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

#### **SECTION XI** **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**Emergencies** - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

#### **SECTION XII** **PERFORMANCE & PAYMENT BONDS**

N/A.

#### **SECTION XIII** **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

#### **SECTION XIV** **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and

knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

## **RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service:

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

**CITY CLERK**  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)

**SECTION XV**  
**CLEANING UP**

N/A.

**SECTION XVI**  
**NOTICE OF PERFORMANCE**

N/A.

**SECTION XVII**  
**DELIVERY DOCUMENTATION**

Where contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The Project Manager or his/her designee receiving the material shall sign the delivery ticket. One (1) copy shall be given to the Project Manager or his/her designee with the material. The Contractor shall retain one (1) copy, and one (1) copy shall accompany the Contractor's invoice.

**SECTION XVIII**  
**INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so

pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

## **SECTION XIX** **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any visa order form issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**Implied Warranty of Merchantability** - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

**Warranty and Guarantee** - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

**Miscellaneous Testing** - The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

**Cooperative Purchasing Agreement** - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

**Standard Production Items** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

## **SECTION XX** **LICENSING**

N/A.

## **SECTION XXI** **SAFETY PRECAUTIONS**

**Conditions for Emergency/Hurricane or Disaster** It is hereby made part of the Contract that before and after a public emergency, disaster, hurricane, flood or other such acts of God that the city of Port St. Lucie shall require "priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety as determined by the City. Contractor agrees to rent/sell/lease all goods and service to the city or other government entities as opposed or a private citizen on a priority basis. The City expects to pay contractual prices for all goods and services required during and emergency situation. The Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

#### **SECTION XXII** **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

#### **SECTION XXIII** **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. **Termination for Breach of Contract.** If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. **Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in each visa authorization, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof. The start date and duration of each project shall be listed on the visa authorization and will be mutually agreed to up front and adhered to by the City and Contractor.

C. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and

weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining SERVICES to be performed in the event the CONTRACTOR is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

#### **SECTION XXIV** **LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

#### **SECTION XXV** **REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

#### **SECTION XXVI** **APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

#### **SECTION XXVII** **ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXVIII**  
**CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXIX**  
**POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXX**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXXI**  
**ENTIRE CONTRACT**

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.



IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

COMPANY NAME

By: \_\_\_\_\_

City Purchasing Agent

By: [Signature]

Authorized Representative

\*\*\* The Qualification to Bid of Core & Main LP is attached hereto and incorporated by reference as though fully set forth herein.

State of: Florida

County of: St. Lucie

Before me personally appeared: Pat Zaccaro )  
please print)

Please check one:

Personally known

Produced Identification: \_\_\_\_\_  
(type of identification)

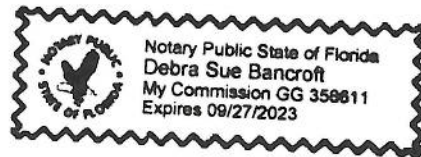
and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of January, 2022.

[Signature]  
Notary Signature

Notary Public: State of Florida at Large.

My Commission Expires: \_\_\_\_\_



(seal)

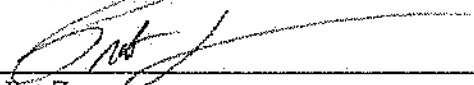
Qualification to Bid of Core & Main LP  
Submitted to the City of Port St. Lucie  
Sealed Electronic Bid (E-Bid) #20220016  
Suppliers for Water & Sewer Products

Core & Main LP ("Core & Main") hereby qualifies its bid as follows. It is the express intention of the parties that, to the extent of the terms of this Qualification only, this Qualification shall supersede and control over the terms of the Invitation for Bid, Contract Documents and Specifications and any prior addenda thereto. Acceptance of any Agreement by Core & Main is made expressly conditioned on assent by the City of Port St. Lucie (the "City") to the following additional or different terms:

1. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted by events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Availability of materials is not guaranteed.
2. Core & Main will make every effort to hold the submitted pricing for the duration of the contract; however, Core & Main reserves the right to increase pricing based on the same percentage of increase received by our manufacturing partner during the contract term.
3. Cooperative Purchasing Agreement. The Bidder agrees to this paragraph with the exception that any contracts granted will only for the areas served by the Fort Pierce and Palm Beach County branch.

Dated this 15<sup>th</sup> day of December, 2021.

CORE & MAIN LP

  
By: Pat Zaccaro

"The Qualification of Core & Main LP is attached hereto and incorporated by reference as though fully set forth herein."

PS 12-15-21