

**CITY OF PORT ST. LUCIE
CONTRACT #20260045**

This Contract executed this 4 day of November, 2025, 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," and XYLEM WATER SOLUTIONS USA, INC., 15132 Park of Commerce Blvd. #102, Jupiter, Florida 33478, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

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

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

WHEREAS, the City wishes to contract with a contractor to provide Flygt Pumps, Parts & Repairs based on the terms and subject to the conditions contained herein; and

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

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties agree as follows:

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

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- I. The same day, if sent via email with read receipt.
- II. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Flygt Pumps, Parts & Repairs

Contractor: Eric Johnson, Contractor
Xylem Water Solutions USA, Inc.
15132 Park of Commerce Blvd. #102
Jupiter, Florida 33478
Telephone: 561-848-1200
Email: eric.johnson@xyleminc.com

City Contract Administrator: Robyn Holder, CPPB
Sr. Procurement Contracting Officer
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: (772) 281-9284
Email: rholder@cityofpsl.com

City Project Manager: Timothy Richards, Deputy Director
Utility Systems Department 900
1001 SE Prineville Street
Port St. Lucie, FL 34983
Telephone: (772) 344-4228
Email: trichards@cityofpsl.com

SECTION III **DESCRIPTION OF SERVICES TO BE PROVIDED**

The City of Port St. Lucie Utilities Department intends to issue a contract for supply, service inspection, diagnosis and repair of Flygt Submersible motors and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge.

1. SPECIFICATION COMPLIANCE

1.1. The Contractor shall strictly adhere to the City of Port St. Lucie Utilities Standards and Construction Specifications Manual, latest edition. This manual may be found on-line at the following internet address: [Utility Standards Manual | City of Port St. Lucie, FL](#)

2. PUMPS

The contractor shall provide FLYGT pumps of the size and configuration as required and ordered by the City.

3. PARTS

3.1. The Contractor shall keep an ample inventory of high use parts to ensure parts availability. These shall include, but is not limited to, the following either individually

or in kit form: seals, gaskets, bearings, sensors, monitoring components, lubricants and others.

- 3.2. Charges for parts shall show a list of materials and the price for each item.
- 3.3. All parts replaced which are not within the scope of supply by the OEM shall be billed at the manufacturer's published list price. No additional labor costs shall be included for the installation of these parts
- 3.4. If applicable, Contractor shall supply, at no additional cost and in the quantities required, shop drawings as determined by City. Work represented by shop drawings and/or certification shall not proceed until the shop drawings and/or certification have been reviewed and approved in writing by City.

4. REPAIRS

- 4.1. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 16" discharge.
- 4.2. The contractor service and repair shop shall be fully authorized by the specified pump manufacturer, and all repairs shall be performed by technicians fully trained and authorized by said manufacturer. All replacement parts, lubricants and supplies shall be as manufactured and approved by the OEM.
- 4.3. All work shall be performed in full compliance with the manufacturer's warranty conditions and in accordance with the manufacturer's repair manuals and procedures.
- 4.4. All repair work shall be billed at the percentage rates quoted and the Contractor shall, at the City's request, supply the original invoices for the materials used in the repairs. The Contractor shall, at the City's request, return all parts which were replaced during the repair process.
- 4.5. Unless specifically directed otherwise, when a motor and/or pump are given to the Contractor for repair, the Contractor shall inspect the motor and/or pump thoroughly and determine the scope of repair. This step shall include:
 - 4.5.1. Visual and dimensional inspection with standard testing methods to determine the motor and/or pump's condition. The Contractor shall use his professional judgement to determine the level of inspection required.
 - 4.5.2. Record all data taken, substantiate data with photos taken in a logical sequence during inspection starting with the pump as found followed by disassembly of the major components and highlighting all damage and or wear found.

4.5.3. Determine the scope of work to repair the motor and/or pump and cost estimate to complete that work.

4.6. Inspection and estimation time and costs will generally be proportional to the size of the motor and/or pump. Unless otherwise approved, the cost to the City for inspection and estimation for repair shall not exceed the cost for eight (8) labor hours of a shop technician. Note: If the City elects to repair the motor and/or pump, no payment shall be made for the inspection and/or estimation costs.

4.6.1. Notify the City of the inspection and estimate for repair. This step shall be done by e-mail. The Contractor shall include:

4.6.1.1. A technical description of the inspection performed, including test results and the sequence of photos taken during inspection.

Photos shall be submitted as .jpg format with a digital stamped date and time.

Photos shall be named by using the pump serial number followed by the sequence number of the photo.

Example: SN123456789-1

4.6.1.2. A breakdown of costs for the repair.

4.6.1.3. An itemized list of costs for any extras or supplemental work.

4.6.1.4. A firm quote for replacement of the motor and/or pump in kind.

4.6.1.5. An estimated schedule for completion of the repair work.

4.6.2. Upon approval by the City, the Contractor shall repair the motor and/or pump as quoted.

4.6.3. If the City determines and directs the Contractor not to repair the motor and/or pump:

4.6.3.1. The Contractor shall reassemble (if requested) and return the motor and/or pump to the City in the same condition as it was delivered. In these cases, the City shall be liable for the inspection costs only. Contractor shall be liable for any damaged, lost or stolen motor and/or pumps while in the contractor's possession.

4.6.3.2. The Contractor shall submit an estimate for a replacement unit to the City's representative by electronic e-mail.

5. TECHNICAL REQUIREMENTS

5.1. Unless specifically directed otherwise, the Contractor shall repair all motor and/or pumps to restore them to meet or exceed their original conditions and specifications. Repair of submersible pumps may include (with prior City approval) replacement of component parts such as mechanical seals, O-Rings, impellers, grinder plates, etc. All such parts shall meet the original manufacturer's specifications. The Contractor shall include the original invoices for these parts.

- 5.2. The following technical requirements are listed to establish a level of quality expected in the repair process. Any conflicts between these technical requirements and the motor and/or pump, manufacturer's original specifications shall be referred to the City for resolution.

5.2.1. Cleaning:

After disassembly and testing, all winding and parts shall be cleaned in a manner not injurious to the insulation system or component parts.

5.2.2. Stripping:

If the motor and/or pump stator is to be rewound, the opposite end is cut off the stator. Iron or steel frames shall be burned out using a controlled oven; temperature not to exceed 750 degree F. Aluminum frames shall be removed before burnout. Heating of the laminations shall be controlled to avoid distortion and/or damage. Clean core iron and slots. Inspect stator core. Repair or replace damaged laminations.

5.2.3. Rewind:

All insulation material shall be Class H rating or better. Wire shall be inverter duty magnet wire. Coils shall be wound and inserted tightly in the slots with a minimum of crosses. Phase insulation shall be class H rating and shall protrude at least 1/8 inch at all points. Each slot shall be tied with polyester cord at both ends for additional mechanical strength.

All connections shall be brazed with silver content solder and glass banding (sleeving) shall be applied.

Thermal protectors shall be checked for electrical and physical defects. Replacement of protectors shall be with parts identical to the original in tripping characteristics.

Surge test the stator to ensure that materials used are free of defect. Repair any defects.

Preheat the stator and dip in an insulating varnish and bake at a controlled temperature. A double dip and bake or VPI may be required on motor and/or pumps larger than 50 HP.

5.2.4. Stator Reconditioning

Stators not requiring rewind shall be cleaned, tested with megger and given surge comparison tests per NEMA or IEEE standards. Stators shall be preheated, and given one dip and bake in an insulating varnish.

5.2.5. Rotors

Rotors shall be inspected and tested to ensure that they are free of defect. f. Shafts

5.2.6. Shafts

Shafts shall be inspected for undue wear, scoring, straightness, and runout. Re-metallized shafts shall meet the original manufacturer's specifications.

5.2.7. Bearings

Bearings shall be inspected for damage. Removal and installation of bearings shall be done in accordance with the manufacturer's requirements. New bearings shall meet the original specifications.

5.2.8. Impeller

Deburr complete impeller
Inspect wear rings for concentricity and OD
Dynamically balance impeller to a minimum G 6.3 (ISO1940-1) specification.

5.2.9. Balancing

Frame sizes below 143 shall be statically balanced. All others shall be dynamically balanced in accordance with NEMA/IEEE standards. Balancing shall be achieved without drilling holes in the core assembly.

5.2.10. Centrifugal Switch

For single phase motor and/or pumps set the centrifugal switch per manufacturer's requirements.

5.2.11. Miscellaneous:

Inspect all miscellaneous motor and/or pump components such as oil rings, housings, etc. Repair or replace as required. Paint the motor and/or pump.

5.2.12. Final Test:

For a final test, operate the motor and/or pump under no load. Test the insulation resistance. Inspect the motor and/or pump for undue temperature, vibration and noise. Check the cooling fluid in submersible motors and/or pumps. Check for mechanical seal leaks, check for seal and thermal alarm operation. Correct any deficiency

6. DOCUMENTATION

6.1. Upon Delivery the Contractor shall provide the City with a written report of all service

activity performed. This report shall list as a minimum:

- 6.1.1. The date and time of the request for service
 - 6.1.2. Identification of the motor and/or pump
 - 6.1.3. A detailed as found condition report.
 - 6.1.4. A detailed description of any test performed on the motor and/or pump
 - 6.1.5. A detailed description of all repairs completed.
 - 6.1.6. Attached photos of pump before and after repair. Photos shall comply with section 4.6.1.1 of this scope.
 - 6.1.7. Total labor hours spent
 - 6.1.8. A detailed list of parts replaced by part manufacturer and part identification number.
- 6.2. Aside from the above report, tagging and documentation of all motor and/or pumps worked on shall be done and signed by the technician performing the work
- 6.3. Whenever a component is dynamically balanced, a pdf report shall be part of the submitted documentation.
- 6.4. All parts removed or replaced shall be tagged and returned to the City upon request.

7. CONTRACTOR'S REQUIREMENTS

- 7.1 The Contractor shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business.
- 7.2 The Contractor shall have at least five years of successful experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP.
- 7.3 The Contractor shall have a service and repair shop located within 50 miles of the St. Lucie County. The City reserves the right to visit and inspect said facility at any time if such inspection and additional information is considered necessary to properly evaluate Contract performance, qualifications, and capacity to manage all service requirements of this scope and the volume of work resulting from it.
- 7.4 The Contractor shall have the ability to obtain OEM parts in an expedited basis, and must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.
- 7.5 The Contractor shall have an internal quality control program in place. The quality control program shall include complete documentation requirements and testing and

repair procedures and shall be available to the City upon request.

7.6 Failure to meet and maintain these requirements, in the City's sole opinion, may be cause for Contract termination.

DELIVERY / TURN-AROUND TIME

Delivery and turn-around times shall be no later than the times stated below.

Delivery time shall be defined as the time (in work days) elapsed from the time the Contractor received a valid Delivery Order for the delivery of the equipment ordered.

PUMPS		DELIVERY
Pumps in stock locally		7 days
Pumps not in stock locally, but within the USA		45 days
Pumps not in stock locally	under 88 HP	14 weeks
Pumps not in stock locally	over 88 HP	20 weeks

Turn-around time shall be defined as the length of time (in work days) elapsed from the time the Contractor received a valid Delivery Order, to the return of the repaired motor and/or pump. The contractor by bidding shall agree to meet the following minimum requirements:

REPAIR	TURN AROUND TIME
Pumps up to 25 HP	4 weeks
Pumps 26 HP to 50 HP	5 weeks
Pumps 51 HP and above	10 weeks

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this Contract.

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this Contract, to pay Port St. Lucie the sum extended by the City to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Contract is completed.

The Contractor shall, within **fourteen (14)** calendar days from the beginning of such delay, notify the Project Manager, Utility Systems Department in writing of the cause(s) of the delay.

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not

restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager, Utility Systems Department.

PICKUP OF PUMPS FOR REPAIR

When requested by the City, pumps in need of repair shall be picked up within two (2) business days from notification from the following locations:

- 1001 SE Prineville Street, Port St. Lucie, Florida 34983
- 7599 NW LTC Parkway, Port St. Lucie, Florida 34986
- 10700 NW Glades Cut-Off Road, Port St. Lucie, Florida 34986
- 3721 SW Darwin Boulevard, Port St. Lucie, Florida 34953

The Contractor shall submit to the City an itemized estimate of the repair costs within three (3) business days of pump pickup to include an estimated delivery date of the repaired pump.

SALVAGEABLE PARTS

When a pump is determined to be beyond reasonable repair, the City reserves the right to request that any and all salvageable parts from the broken pump be returned to the City.

WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of five (5) years or 10,000 hours from date of delivery/acceptance by City of Port St. Lucie. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the City.

The Contractor shall warrant all replacement parts for one year or match the part manufacturer's warranty, whichever is greater. The Contractor shall provide the City a copy of all third-party warranties when the equipment is returned to the City.

The Contractor shall fully warrant all repairs against defect in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All service visits, parts, shipping, mileage, labor, inspection, testing, etc., necessary to correct a defect under the repair warranty shall be performed by the Contractor at no additional cost to the City.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

CONFLICT

If there is a conflict between any provision within this Section III – Description of Services to be Provided, and any other provision in this Contract, the provision within this Section III shall apply and prevail.

SECTION IV **TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate one (1) year thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) 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 and accepted by the City.

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 it 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.

SECTION V **RENEWAL OPTION**

The initial term of the contract(s) is for one (1) year from the execution date of the Contract. The Contract will renew automatically each year, which options shall be exercisable upon mutual agreement between the parties. Renewal will be accomplished through the issuance of a Contract Amendment. A price escalation/de-escalation will be considered at annual intervals, thereafter, provided the Contractor notifies the City, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the Contract renewal date. In the event that the Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the Contractor, extend the Contract for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract may be amended in writing from time to time by mutual consent of the parties.

SECTION VI **COMPENSATION**

The total amount to be paid by the City to the Contractor is per the attached Price List for 2025. The original Contract prices shall be firm for an initial 1-year period. The City may allow a price escalation/de-escalation provision within the Contract. The Contract provides for price adjustments on each anniversary of the Effective Date. This is based on the Producer Price Index (PPI) Series ID #PCU333914333914 (as recoded from PCU333911333911) for Measuring, Dispensing, and Other Pumping Equipment. All prices will be held firm for each year.

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 one (1) percent per month on the unpaid balance.

Taxes – Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII **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. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his or her 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, memorialized in a signed writing, before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII **SHIPPING, DELIVERY, AND PACKAGING**

1. Unless otherwise specified on the face of the Purchase Order or Visa Order ("Order"), all deliveries are for "inside delivery," at location designated by the City. Contractor shall promptly notify City of deliveries that require special handling and/or assistance for off-loading. Contractor's failure to promptly notify the City concerning this type of delivery shall result in billing to the Contractor of any resulting re-delivery, storage, or handling charges. Unless otherwise specified on the face of the Order, all deliveries are to be made during the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays. Contractor will pay all charges for containers, crating, boxing, bundling or dunnage, unless otherwise stated in writing by the City. The Contractor agrees to assume and pay all extra expenses accruing because of improper packing. This includes, but is not limited to, damage to items and cost of re-packing.
2. Transportation Charges on all shipments must be fully prepaid by Contractor. All shipments are FOB Destination; title transfer will take place at delivery site. All freight charges, applicable duties, and applicable taxes are to be included on the invoice or Visa receipt. C.O.D. shipments will not be accepted. If the Order authorizes addition of freight to Invoice, Contractor is expected to make complete shipments in accordance with the Order schedule. Any increase in freight cost resulting from unauthorized split shipments shall be Contractor's responsibility.
3. Unless otherwise directed by the City in writing, all shipments must be accompanied by a Packing List containing: the Contractor's Packing List Number, the City's Purchase Order Number or Visa account number, the City's name, and an itemized description of items shipped. When multiple shipments are required to complete the purchase(s) under this Contract, the final shipment must be labeled as "FINAL SHIPMENT" on the Contractor's Packing List and Invoice.
4. Contractor shall render separate Invoices for each Order and each delivery. A proper invoice must include a unique invoice number, Contractor number, Purchase Order number, and the Contractor's Packing List. On Visa purchases, the Contractor shall email the original receipt to the City. Receipt shall indicate paid by Visa, the City's name, items purchased, quantity, and unit prices. Contractor shall email Invoice to the assigned Project Manager. Invoice or Invoices will not be paid until all item(s) on the Order are received in full, unless prior written approval by City for partial payment has been made and is indicated on the face of the Order.
5. The specific quantity ordered must be delivered in full and not be changed without the City's prior consent in writing. Any unauthorized quantity received is subject to City's rejection and return at Contractor's expense. No allowances for trade practices will be accepted unless expressly agreed to by the City in writing.

6. Time is of the essence under this Contract. Contractor is hereby advised that the City may become liable to others if the Contractor fails to deliver goods and services of the quality and quantity specified herein, at the times specified herein. In addition to its other remedies for Contractor's failure to make sufficient progress in the work to endanger timely delivery, the City may require the Contractor to ship the goods by any means of transportation the City specifies and any additional costs for such transportation services shall be paid by the Contractor. In addition to its other remedies for the Contractor's failure to deliver on time, the City may refuse to accept and pay for any late delivery of any goods or services. The Contractor shall bear the risk of loss or damage for all goods until actual receipt and acceptance thereof by the City. Goods shall be delivered free of all liens of third parties. The Contractor waives all rights in liens in any property arising from its performance under this Contract.
7. The City shall have a reasonable period after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgement defective. Goods so rejected and goods supplied in excess of quantities specified in this Contract, or any Order issued pursuant to this Contract, may be returned at the Contractor's risk and expense for credit or replacement at the City's option, and all handling and transportation expenses both ways shall be assumed by the Contractor. Payment for, or use of, any or all the goods or services supplied hereunder shall not constitute acceptance or waiver of defects by the City. Nothing in this paragraph shall in any way limit the City's warranty rights herein.
8. Contractor warrants that all materials, equipment, and services furnished hereunder will conform to specifications, drawings, samples, or other description furnished or approved by the City; will be fit and sufficient for the purposes intended; will perform as specified herein; and will be free from defects and merchantable. This warranty will run to the City, its successors and assigns, and to the City's customers and users of the City's products. The Contractor shall be liable to the City for all damages and expenses resulting from the Contractor's failure to make timely delivery of goods and services of the quantity and quality specified, whether or not the City rejects such goods and services, in whole or in part, or terminates this Contract, or any Order issued hereunder.
9. The City reserves the right at any time to change an Order in any particular manner with respect to the goods and/or services not yet shipped. If any such change shall increase the Contractor's cost of performance, the Contractor shall immediately notify the City thereof and an equitable adjustment in the price shall be made by written amendment to the Order.
10. Unless specific delivery dates are provided in an Order, the Contractor shall not fabricate any of the supplies covered by the Order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to the Contractor by the City. The City shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. The City may, from time to time, change shipping schedules specified in the Order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.
11. Defective items, at the City's option and upon notice to the Contractor, will be repaired by the City or returned to the Contractor for repair, in either case, at the Contractor's risk and expense. Items that are rejected and returned are not to be replaced without the prior written permission of the City. In the event that return of the equipment to the Contractor is not practical, the Contractor shall, at the City's request, make repairs at the City's location and at Contractor's sole expense.

12. Any material furnished by the City (and not sold to the Contractor) in conjunction with this Contract, or any Order issued under this Contract, shall be deemed as held by the Contractor as a Bailee and the Contractor agrees to keep the same fully insured for the benefit of the City and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.
13. All Order issued under this Contract shall be governed by the terms of this Contract, and no other terms, unless expressly on the face of the Order, shall apply. For example, any terms contained in a quote, proposal, or similar document submitted by Contractor shall have no force or effect upon this Contract, or any Order issued under this Contract, unless expressly signed by the City's Purchasing Agent or his delegee.
14. The City is exempt from federal excise tax, transportation tax and state sales tax. Do not include these taxes in your invoice. Exemption Certificate will be provided upon request.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

N/A

SECTION IX **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 (a) bodily injury, wrongful death, and (b) loss of or damage to tangible property, at law or in equity, to the extent 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 control in connection with the Contractor's performance of services under this Contract. 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 allegations of discrimination or harassment, and to the extent that Contractor has not assumed its defense obligations at its sole cost, shall pay all costs and reasonable attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement 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. This indemnification shall survive the termination of this Contract. Should any claim be adjudicated to be the fault of the City, then the City will reimburse Contractor for all actual, verifiable, and sole costs incurred by Contractor as a result thereof. It is the expressed intention of the parties, that each of them shall be liable for the consequences of their own negligent acts or omissions whether those acts or omission are the sole, joint, or concurring causes of any claims, demands, proceedings, losses or other liabilities.

SECTION X **SOVEREIGN 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 XI **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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the 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 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 and/or 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.

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 must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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 person
Medical expense	\$10,000 any 1 person

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 and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to 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 Insurance, Certificates of Insurance 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 for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. 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 shall be listed as additional insured and shall include Contract #20260045 – Flygt Pumps Parts & Repairs."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

Business 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 must be provided. Coverage shall apply on a primary and non-contributory basis.

Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non- contributory basis.

Waiver of Subrogation: By entering into this Contract, Contractor agrees 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.

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 is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, and/or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Employers' Liability or Pollution 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 is not obligated, to review, modify, reject, or accept any required Certificates 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. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

SECTION XII
ACTS OF GOD

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/entity 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 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.

SECTION XV
PUBLIC RECORDS

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Consultant 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 and GS2 for Criminal Justice Agencies and District Medical Examiners.
2. During the term of the Contract, the Consultant 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. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Consultant 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 Consultant 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 Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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 CONSULTANT'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**

TRADE SECRETS

Any material submitted to the City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Consultant shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Consultant. Consultant shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XVI 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 Contractor's invoice in accordance with Section VI. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection the Project Manager is not satisfied, he or she shall as promptly as practicable inform the parties hereto of the specific respects in which their findings are not favorable. Contractor shall then be afforded an opportunity if desired by it, 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. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy they may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the

Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of their responsibility to remedy any deviation, deficiency, or defect.

Authority – The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work – All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or their Surety.

Repair or Replacement – Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

SECTION XVII **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

CONTRACT ADMINISTRATION

Amendments – The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year – All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture – Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Permits, Licenses, and Certifications – The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property – Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver – Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XIX ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order 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.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be

removed from the project at the request of the City Manager.

Contractual Relations – The Contractor is advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and any subcontractors of the Contractor.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts, and sandals are also prohibited. Safety-toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright, the Contractor and their surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty, or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cleaning Up – If the Contractor's delivery of goods causes any debris, garbage, or other items not specifically included in the Contract, Contractor shall be responsible for cleaning up any such items.

SECTION XX **ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXI **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

A. Termination for Cause – The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in

- immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
 - VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
 - VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
 - VIII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.
- B. Notice of Default.** Except as provided in Section XXI.C, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:
- I. Immediately terminate the Contract without additional written notice(s); and/or
 - II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
 - III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.
- C. Irreparable or Irreversible Breach, Default, or Noncompliance.** The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event there is a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately take any or all actions listed under Section XXI.B.I-III, upon notice to Contractor of its decision to exercise such right(s). Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.
- D. Termination for Convenience.** The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to payment in full to the proportionate extent of work or services completed through the time of termination, following submission of invoices and any reasonably requested documentation pursuant to Florida law.
- E. Conversion of Termination for Cause to Termination for Convenience.** If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.

- F. Termination for Non-Appropriation** – The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.
- G. Liquidated Damages for Delays** – If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, it being impossible to determine the actual damages occasioned by the delay, 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 parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and their sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXII
LAW, VENUE, AND WAIVER OF JURY TRIAL

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, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIII
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXV
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right, whether statute, agreement, or otherwise.

SECTION XXVI
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 as may be amended from time to time, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVII
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 XXVIII
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXIX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful contractors, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours

at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXX
ORDER OF PREFERENCE

N/A

SECTION XXXI
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXII
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the

subcontractor.

5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXIII **CONSTRUCTION**

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXIV **NON-EXCLUSIVITY**

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXV **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVI
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in this Contract. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

SECTION XXXVIII
LIMITATION OF LIABILITY

Contractor and City (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort (including negligence), or under any other legal theory, is limited to the total amount actually paid by the City to Contractor in the twelve (12) months prior to the event giving rise to a claim ("Cap"). This Cap does not apply to: (a) costs, losses, or damages asserted by third parties for destruction of tangible property, bodily injury, sickness, or death; or (b) gross negligence or willful misconduct.

SECTION XXXIX
TARIFF CHARGES

The prices set forth in this Contract are based on the tariff rates, duties, taxes, government charges and trade regulations in effect as of the date the price of the products and/or services subject to this Contract became binding on the parties. If, after such date, any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, taxes, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), then, notwithstanding any other terms and conditions to the contrary (including, without limitation, the applicable Incoterm), Contractor is entitled to request a price adjustment for the affected goods/services in an amount equivalent to the actual and recognized/realized increased costs and Contractor shall not be obligated to deliver the goods and/or services until an agreement on the new price has been reached. At the time of requesting a price increase under this Section, Contractor shall provide documentation showing that it is required to pay an increase and the amount of such increase.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

XYLEM WATER SOLUTIONS USA, INC.

By: _____
Purchasing Agent

By: Eric Johnson
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization, this 4th day of November, 2025 by Eric Johnson who is ☒ personally known to me, or who has ☐ produced the following identification:

_____.



CHARLES A. JAAP, JR.
Commission # HH 422519
Expires July 17, 2027

NOTARY SEAL/STAMP

Charles A. Jaap, Jr.
Signature of Notary Public

Charles A. Jaap Jr
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: July 17, 2027

PSL Net Pricing / 2025



3069.170

Type	Impeller	Hp	Outlet	List	10%	PSL Price
MP	252, 254, 256, 258	3.8	2"	\$4,263.00	\$426.30	\$3,836.70
MP	256, 258	2.7	2"	\$4,263.00	\$426.30	\$3,836.70
MP	254, 256, 258	3.1(1Ø)	2"	\$4,263.00	\$426.30	\$3,836.70
MP	254, 256, 258	2.3(1Ø)	2"	\$4,263.00	\$426.30	\$3,836.70

3085.060

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	462, 463	3	3"	\$10,888.00	\$1,088.80	\$9,799.20
NP	463	2.2	2"	\$9,479.00	\$947.90	\$8,531.10
NP	463	2.4(1Ø)	3"	\$10,888.00	\$1,088.80	\$9,799.20
NP	255, 256	4	3"	\$11,271.00	\$1,127.10	\$10,143.90
NP	453, 454, 455, 456	2.2	3"	\$9,479.00	\$947.90	\$8,531.10
NP	453, 454, 455, 456	3	3"	\$10,888.00	\$1,088.80	\$9,799.20

3085.172

Type	Impeller	Hp	Outlet	List	10%	PSL Price
MP	252, 257, 258, 259	4	1.5"	\$7,248.00	\$724.80	\$6,523.20
MP	257, 258 (1Ø)	3(1Ø)	1.5"	\$7,248.00	\$724.80	\$6,523.20

3102.060

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	422, 423	5	4" or 6"	\$13,072.00	\$1,307.20	\$11,764.80
NP	462, 463, 464, 465	5	4"	\$13,072.00	\$1,307.20	\$11,764.80
NP	464, 465	3.9(1Ø)	4"	\$13,072.00	\$1,307.20	\$11,764.80
NP	256, 257	6.5	3"	\$13,551.00	\$1,355.10	\$12,195.90
NP	455	5	3"	\$13,072.00	\$1,307.20	\$11,764.80

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.



3127.060

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	425, 426	10	6"	\$18,623.00	\$1,862.30	\$16,760.70
NP	426	7.5	6"	\$17,331.00	\$1,733.10	\$15,597.90
NP	426	7.5 (1Ø)	6"	\$18,623.00	\$1,862.30	\$16,760.70
NP	437, 438, 439	10	4" or 6"	\$18,623.00	\$1,862.30	\$16,760.70
NP	439	7.5	4" or 6"	\$17,331.00	\$1,733.10	\$15,597.90
NP	439	7.5 (1Ø)	4" or 6"	\$18,623.00	\$1,862.30	\$16,760.70
NP	487, 488, 489	10	4"	\$18,623.00	\$1,862.30	\$16,760.70
NP	489	7.5	4"	\$17,331.00	\$1,733.10	\$15,597.90
NP	489	7.5 (1Ø)	4"	\$18,623.00	\$1,862.30	\$16,760.70
NP	247, 248, 249	11	3"	\$20,713.00	\$2,071.30	\$18,641.70
NP	445, 446	10	3"	\$18,623.00	\$1,862.30	\$16,760.70
NP	445, 446	7.5	3"	\$17,331.00	\$1,733.10	\$15,597.90

3153.185

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	461, 462, 463, 464, 465, 466	20	4"	\$30,388.00	\$3,038.80	\$27,349.20
NP	463, 464, 465, 466	15	4"	\$28,761.00	\$2,876.10	\$25,884.90
NP	464, 465, 466	12	4"	\$28,158.00	\$2,815.80	\$25,342.20
NP	413, 414, 415, 416	20	8"	\$39,074.00	\$3,907.40	\$35,166.60
NP	414, 415, 416	15	8"	\$36,618.00	\$3,661.80	\$32,956.20
NP	415, 416	12	8"	\$34,910.00	\$3,491.00	\$31,419.00
NP	433, 434, 435, 436, 437	20	6"	\$30,388.00	\$3,038.80	\$27,349.20
NP	435, 436, 437	15	6"	\$28,761.00	\$2,876.10	\$25,884.90
NP	436, 437	12	6"	\$28,158.00	\$2,815.80	\$25,342.20
NP	273, 274, 275, 276	23	3" or 4"	\$33,107.00	\$3,310.70	\$29,796.30
NP	275, 276	17	3" or 4"	\$29,967.00	\$2,996.70	\$26,970.30
NP	622, 623, 624, 625	15	10"	\$36,618.00	\$3,661.80	\$32,956.20

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.



3171.185

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	452, 453, 454, 455	30	4"	\$45,894.00	\$4,589.40	\$41,304.60
NP	452, 453, 454, 455	34	4"	\$47,631.00	\$4,763.10	\$42,867.90
NP	453, 454, 455	25	4"	\$41,679.00	\$4,167.90	\$37,511.10
NP	433, 434, 435, 436, 437	30	6"	\$46,522.00	\$4,652.20	\$41,869.80
NP	433, 434, 435, 436, 437	34	6"	\$48,251.00	\$4,825.10	\$43,425.90
NP	435, 436, 437	25	6"	\$41,679.00	\$4,167.90	\$37,511.10
NP	613, 614, 615	25	10"	\$50,324.00	\$5,032.40	\$45,291.60
NP	274, 275, 277, 278	35	4"	\$50,167.00	\$5,016.70	\$45,150.30

3202.185

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	456, 458, 460, 462	70	6"	\$80,533.00	\$8,053.30	\$72,479.70
NP	465, 466, 467, 468, 469	70	4"	\$80,533.00	\$8,053.30	\$72,479.70
NP	456, 458, 460, 462	60	6"	\$71,525.00	\$7,152.50	\$64,372.50
NP	465, 466, 467, 468, 469	60	4"	\$71,525.00	\$7,152.50	\$64,372.50
NP	460, 462	45	6"	\$54,251.00	\$5,425.10	\$48,825.90
NP	467, 468, 469	45	4"	\$54,251.00	\$5,425.10	\$48,825.90
NP	640, 641, 642, 643	60	8"	\$82,944.00	\$8,294.40	\$74,649.60
NP	641, 642, 643	45	8"	\$72,017.00	\$7,201.70	\$64,815.30
NP	642, 643	35	8"	\$59,754.00	\$5,975.40	\$53,778.60
NP	614, 615, 616, 617, 618, 619	60	12"	\$80,430.00	\$8,043.00	\$72,387.00
NP	616, 617, 618, 619	45	12"	\$74,518.00	\$7,451.80	\$67,066.20
NP	618, 619	35	12"	\$63,650.00	\$6,365.00	\$57,285.00
NP	275, 276	50	4"	\$64,842.00	\$6,484.20	\$58,357.80
NP	273, 274, 275, 276	72	4"	\$80,533.00	\$8,053.30	\$72,479.70

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

