

RESOLUTION NO. 22-122

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CORE & MAIN, INC. RELATED TO THE PURCHASE OF UTILITY WATER METERS AT SET UNIT PRICES AS MORE FULLY SET FORTH IN THE BODY OF THE AGREEMENT.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Core & Main, Inc., relating to the purchase of utility water meters at set unit rates as more fully set forth in the body of the Agreement in substantially the terms and conditions of the Agreement **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 24th of March, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

WATER METERS AND OTHER APPURTENANCES AGREEMENT

THIS AGREEMENT for WATER METERS AND OTHER APPURTENANCES is made and entered into this 30th day of March, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Core & Main, Inc. (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will deliver requested water meters on an as-needed basis, as more particularly described in the Specifications.

2. COMPENSATION

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on **PCB22-42 ITB WATER METERS AND OTHER APPURTENANCES**. The City shall pay to the Vendor required by this Agreement, at the BID PRICE contained in the Vendor's cost proposal.

3. PAYMENT

Vendor will invoice for payment to the City when the delivery, satisfactory inspection and acceptance of the water meter or other appurtenances has been received. The invoice shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of one (1) year with an option to renew for two (2) additional one (1) year terms.

5. COMPLIANCE WITH LAWS.

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, subcontractors, sub-consultants,

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professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. INSURANCE

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

- A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Tina Kunst, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
- B. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
- C. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

7. WARRANTY

The Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Vendor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

9. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within Twenty-four (24) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

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A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

B. As to Vendor:

Contract Representative: John Wood

Title/Position: Outside Sales Rep

Email address: john.wood@coreandmain.com

Mailing address: 2606 Airport Road, Panama City, FL

Phone/Cell: 850-532-6720

16. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.


The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:


- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- GENERAL CONDITIONS
- SPECIFICATIONS
- BID PROPOSAL FORM
- CERTIFICATION REGARDING LOBBYING STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIMES STATEMENT
- NON-COLLUSION AFFIDAVIT
- E-VERIFY
- NOTICE OF AWARD
- AGREEMENT
- EXHIBIT A


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IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Vendor

Witness 1 
(Print Name): Brandon Syckla

By: 

Witness 2 
(Print Name): JOHN WOOD

ATTEST:

**THE CITY OF PANAMA
CITY BEACH, FLORIDA,**
a municipal corporation


City Clerk

By: 
Drew Whitman , City Manager