

**CITY OF DELTONA, FLORIDA**

**PIGGYBACK AGREEMENT**

The City of Deltona (“City”) enters this “Piggyback” Agreement with **Ferguson Enterprises Inc** (hereinafter referred to as the “Contractor”), under the terms and conditions hereinafter provided. The City and the Contractor agree as follows:

1. The Purchasing Policies of the City Deltona allow for “piggybacking” contracts. Pursuant to this procedure, the City is allowed to piggyback on an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into an agreement with **County of Volusia** said agreement being identified as: Exhibit A - **MA 815 70390 Plumbing Supplies** in accordance and compliance with all specifications, terms and conditions set forth in **#22-B-95MC**.

2. The original government agreement is incorporated herein by reference and is attached as Exhibit “A” to this Agreement. All the terms and conditions set out in the original government Agreement (Exhibit “A”) are fully binding on the parties and said terms and conditions are incorporated herein aside from the following. The parties have agreed to modify certain provisions of the original government contract as applied to this contract between the City of Titusville, FL and the City of Deltona, as follows:

a. Compensation: **Ferguson Enterprises Inc** has proposed to provide services per the attached document labeled as Exhibit B - **#22-B-95MC Plumbing Supplies** for the approved budgeted amount for each fiscal year throughout the term of the agreement. Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

b. Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, and 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

c. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

d. The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time beyond the contract price. The Contractor hereby agrees that the total contract cost is inclusive of all overhead and administrative expenses.

e. Venue: The venue of any dispute will be in Volusia County, Florida. Litigation

between the parties arising out of this Agreement must be in Volusia County, Florida in the Court of appropriate jurisdiction. The laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Agreement, the performance thereof or any products or services delivered pursuant to such Agreement.

3. Public Records: The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Upon request of the City's custodian of public records, provide the City 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 state law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 878-8100, [jraftery@deltonafl.gov](mailto:jraftery@deltonafl.gov), 2345 Providence Blvd., Deltona, Florida 32725.**

4. a. **Insurance:** Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

b. General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage available limits fully available during the entire contract period:

General Liability

Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

c. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

d. Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

e. Contractors pollution liability policy with minimum limits and coverage of \$1,000,000 each loss/aggregate.

f. **City of Deltona shall be named and endorsed as an additional insured on the General liability policy.**

g. The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to

the extent of Contractors negligent acts or omissions or willful misconduct and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; the City shall be non-contributory. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

h. Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

i. Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

j. Contractor shall be responsible for subcontractors and their insurance.

k. The Certificate holder section of each policy shall state: City OF DELTONA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

l. Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

m. Indemnity. Contractor shall indemnify, defend and hold harmless City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. This indemnification shall survive the term of this Contract. In addition, any act alleged to give rise to an action in inverse condemnation shall be subject to the same indemnification.

n. Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, in a joint venture, or partner of City. Contractor shall have no authority to contract for or

bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**o. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

p. Retaining Other Contractors by City. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

q. Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

r. Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

s. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

t. Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have 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 Agreement.

## **E-VERIFY**

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:


a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and

c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

  
Secretary

(CORPORATE SEAL)

(See attached  
Power of Authority letter)

CONTRACTOR:

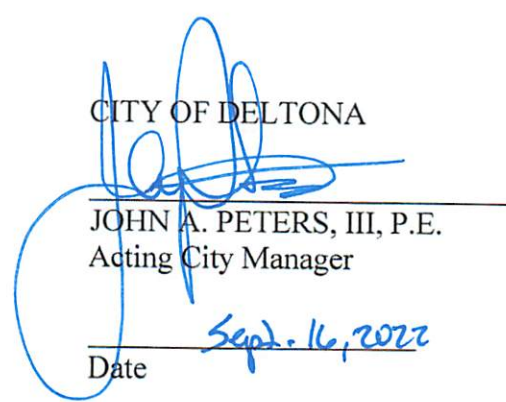
  
Municipal Representative

9/12/2022  
Date

ATTEST:

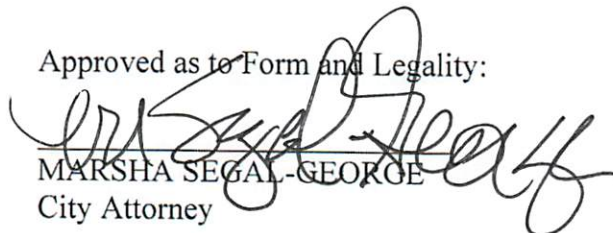
  
JOYCE RAFTERY  
City Clerk

CITY OF DELTONA

  
JOHN A. PETERS, III, P.E.  
Acting City Manager

Sept. 16, 2022  
Date

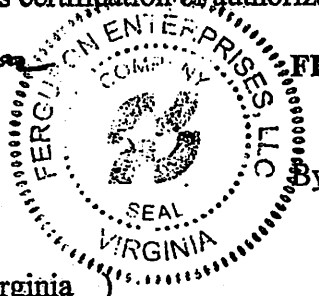
Approved as to Form and Legality:

  
MARSHA SEGAL-GEORGE  
City Attorney

**SECRETARIAL CERTIFICATE  
OF  
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Florida, are doing business as Ferguson Waterworks, and ii) Justin Montandon is in Outside Sales in Florida and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2021, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Justin Montandon as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until January 31, 2023.

Dated: 3/4/2022 **FERGUSON ENTERPRISES, LLC**



By: [Signature]  
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia )  
  )  
City of Newport News )

Sworn to subscribed and acknowledged before me this 4<sup>th</sup> day of March, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

[Signature]  
Notary - Casey Mehlhoff

My commission expires: July 31, 2022

