

**PIGGYBACK AGREEMENT FOR SANITARY SEWER MANHOLE, VAULT, AND
LIFT STATION REHABILITATION**

This Piggyback Agreement (“Agreement”) for Danus Utilities, Inc., is made as of / /202_, (the “Effective Date”) between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the “City”) and Danus Utilities, Inc., a Florida Profit Corporation registered to do business in Florida, with its principal place of business located at 2320 Beardall Avenue, Sanford, Florida 32771 (“the Contractor”), with each being referred to herein as a Party or collectively as the “Parties.”

WHEREAS, the Purchasing Policies of the City Deltona allow for “piggybacking” of competitively bid governmental contracts; and

WHEREAS, Danus Utilities, Inc. was awarded Contract# RFB 23-085 for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation pursuant to a competitive solicitation process by the City of Clermont; and

WHEREAS, the State of Florida requires that contracts between local governments and business entities include certain required clauses and affidavits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Vendor hereby agree as follows:

1. **City of Clermont Piggyback Ratified.** All terms and conditions of the City of Clermont Contract and subsequent renewal, which are incorporated herein as composite Exhibit “A” (the “City of Clermont contract & Bid Specifications”) are hereby ratified and remain in full force and effect. In the event of any conflict between the City of Clermont Contract and the body of this Agreement, the terms and conditions of this Agreement will apply.
2. **Term.** The “Contract” has an initial term of three (3) years, beginning on the 22nd day of August 2023 and ending the 21st day of August 2026 with the right, in its sole discretion, to renew the Contract for additional terms up to three (3) additional twelve (12) month periods upon mutual agreement by the Parties. Sixty (60) days prior to completion of each extended term of this Agreement, Contractor may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).
3. **Invoicing and Payment** – All invoices must be sent to the City of Deltona, Attn: Accounts Payable, 2345 Providence Blvd., Deltona, FL. 32725 or via email to: apayable@deltonafl.gov. All payments shall be made by ACH. A New Vendor Request Form/Vendor Change Form must be returned with signed Agreement.
4. **Compliance/Consistency with Section 768.28, Florida Statutes.** Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity and shall be limited to such

indemnification and liability limits consistent with the requirements of Section 768.28, Florida Statutes and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. **Insurance.** These are mandatory insurance requirements, each requirement listed below must be fulfilled. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Vendor that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the City reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

The insurance obligations under this Agreement shall be all the insurance coverage and/or limits carried by or available to the Vendor or the minimum insurance requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Vendor under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Vendor agrees to have and maintain at its own sole expense, in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring a minimum of thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

VENDOR EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

Vendor shall provide the City of Deltona with a certificate of insurance naming the City of Deltona, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

- a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate shall include **but shall not be limited to:** bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be

endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

If Vendor's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Vendor specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Vendor's employee-leasing or co-employment arrangement.

c. **Commercial Automobile Liability:** \$1,000,000 Combined Single Limit per occurrence and \$1,000,000 for Bodily Injury per occurrence and \$1,000,000 Property Damage per occurrence;

Based upon Vendor's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Vendor, only evidence of Hired and Non-Owned Auto Liability coverage shall be required by City at Agreement inception. In order to maintain this **conditional** risk exception, Vendor shall at each subsequent renewal of their Commercial General Liability coverage provide City with an updated written statement and representation referencing same (email acceptable), otherwise evidence of liability insurance for all vehicles (owned, hired and non-owned) with limits outlined above shall be required.

It is specifically agreed that the City of Deltona shall not be liable to the Vendor for any liability arising out of the performance of this Agreement. Vendor specifically waives any and all rights of recovery it may have against the City of Deltona, independent of any waiver of rights of recovery by any insurer.

Vendor agrees to obtain any endorsement that may be necessary to affect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

All insurance policies shall be endorsed to provide that (a) Vendor's insurance is **primary and non-contributory** to any other insurance available to the City of Deltona with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Vendor shall promptly notify the City of Deltona in the event of receipt of such notice from an insurer.

Vendor shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Vendor.

6. **Notices.** All notices hereunder shall be given in writing by electronic mail with copy by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To City: Dale "Doc" Dougherty, ICMA-CM, City Manager
The City of Deltona
2345 Providence Boulevard
Deltona, FL 32725
Email: doc@deltonafl.gov

To Contractor: Daniel J. Pardus, President
Danus Utilities, Inc.
2320 Beardall Avenue
Sanford, Florida 32771

7. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
8. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder

by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

9. **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
10. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
11. **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
12. **Venue.** The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Volusia County, Florida.
13. **No Contingent Fees.** The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
14. **Access to Records and Audit Clause.** Vendor agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Vendor that were generated during the course of the administration of this Agreement. Vendor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes Chapter 119. Vendor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

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

Custodian of Public Records: JOYCE RAFTERY, CITY CLERK
Mailing address: 2345 PROVIDENCE BLVD., DELTONA FL, 32725
Telephone number: 386-878-8505
Email: JRAFTERY@DELTONAFL.GOV

15. **State Required Affidavits.** By entering into this Agreement, the Vendor agrees to review and comply with the following state affidavit requirements:
- a. **Public Entity Crimes Affidavit.** Vendor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
 - b. **Scrutinized Companies.** Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Vendor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all Vendors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Vendor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
 - d. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a

governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Vendor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

- e. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Vendor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

IN WITNESS WHEREOF, Vendor has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deltona

Danus Utilities, Inc.

By: _____
Dale "Doc" Dougherty, ICMA-CM
City Manager

By: _____
Daniel J. Pardus
President

Attest: _____
Joyce Raftery
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: _____
City Attorney

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all Vendors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGEMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated
in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare
that I have read the foregoing and the
facts stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
_____(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT “A” – CITY OF CLERMONT CONTRACT