

PIGGYBACK TERM AGREEMENT FOR BRASS FITTINGS

THIS AGREEMENT is made and entered by and between The City of Daytona Beach, Florida (the "CITY"), and Ferguson Enterprises, LLC, a foreign profit corporation, ("CONTRACTOR").

WHEREAS, CONTRACTOR is currently under written contract with the City of Palm Bay Contract No. 17-0-2020, as amended, hereafter the "City of Palm Bay Contract"), to supply as-needed brass fittings, under terms and conditions specified therein; and

WHEREAS, the CITY is in need of such supply as-needed brass fittings; and

WHEREAS, the CITY desires to have CONTRACTOR supply such items to the CITY, subject to the terms and conditions of the City of Palm Bay Contract, with the specific exceptions noted herein; and

WHEREAS, CONTRACTOR is willing to supply such items under these terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. Incorporation of City of Palm Bay Contract. This Agreement incorporates by reference, the City of Palm Bay Contract, which is attached as Exhibit A.

2. Scope of Service. During the Term of this Agreement, CONTRACTOR will from time to time provide the CITY as-needed deliveries of supply as-needed brass fittings as further identified in the City of Palm Bay Contract.

3. Pricing. The CITY will pay CONTRACTOR for goods/services at the price provided by CONTRACTOR under this Agreement, at prices provided in the City of Palm Bay Contract. These payments will be CONTRACTOR's sole compensation for the services provided by CONTRACTOR under this Agreement.

4. Contract Term. The Term of this Agreement begins on the date signed by both Parties hereto as indicated below, and ends on March 4, 2022. The agreement may be extended for three (3) additional twelve (12) month periods by the City notifying the Contractor within sixty (60) days of the end of the current term.

5. Designated Representative. The CITY's Utilities Director, or his or her designee, shall be the CITY's Designated Representative in matters arising under this Agreement, including for purposes of ordering goods.

6. Modifications to City of Palm Bay Contract. Notwithstanding the incorporation of the City of Palm Bay Contract into this Agreement as referenced, the Parties hereby agree to certain modifications to the City of Palm Bay Contract, as follows:

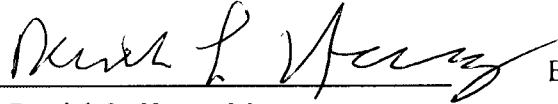
(a) All references in the City of Palm Bay Contract to terms such as "City of Palm Bay" or "City" will be deemed to refer to the CITY. In addition, all references within the City of Palm Bay Contract to specific officers/departments/divisions, or to specific locations (such as for delivery of goods/services, receipt of CONTRACTOR invoicing, etc.), if not specifically addressed in this Agreement, will be deemed to refer to the equivalent CITY officers/departments/divisions, and CITY locations, as hereafter designated by the Designated Representative.


(b) The CITY's Standard Terms and Conditions for Commodities are attached hereto and incorporated herein as Exhibit B. The Standard Terms and Conditions will control in case of conflicts with the City of Palm Bay Contract. The Standard Terms and Conditions will also control in case of conflicts with any purchase order/work authorization issued by the City under this Agreement, including any documents (such as CONTRACTOR's written quotation) that may be incorporated into such purchase orders/work authorizations.

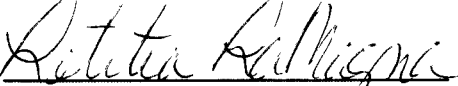
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

THE CITY

CONTRACTOR

By: 
Derrick L. Henry, Mayor

By: 

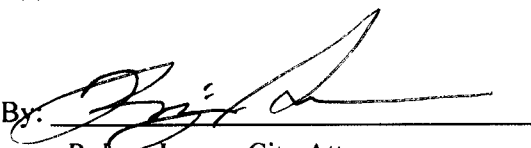
Attest: 
Letitia LaMagna, City Clerk

Printed Name: Justin Montandon
Title: Ferguson - Municipal Sales

Date: 6-17-20

Date: 5/15/2020

Approved as to legal form:

By: 
~~Robert Jagger, City Attorney~~
Benjamin Cross, Deputy City Attorney



February 11, 2020

Justin Montandon
Municipal Rep.
Ferguson Enterprises
7800 Ellis Road
Melbourne, FL 32904

Notice of Award: IFB # 17-0-2020/SZ Brass Fittings (Ford Brand Only)

Dear Mr. Montandon:

On February 8, 2020, the above referenced solicitation was awarded to your company, in full accordance with the terms, conditions and specifications as stipulated in the solicitation document.

The effective date of this agreement is March 5, 2020 thru March 4, 2022. This agreement may, by mutual written assent of the parties, be extended for three (3) additional twelve (12) month periods up to a cumulative total of sixty (60) months

Please sign this Notice of Award and return it to the City of Palm Bay Procurement Department, 120 Malabar Road SE, Palm Bay, FL 32907. You are also required to submit your insurance certificate(s) upon expiration (May 2020).

We appreciate your interest in the City of Palm Bay and look forward to future contact with your company.

Sincerely,

CITY OF PALM BAY

Juliet Misconi
Juliet Misconi, CPPO, CPPB
Chief Procurement Officer
Procurement Department

Ferguson Waterworks

By: Justin Montandon / Municipal Rep
Name/Title (print)

Justin Montandon 2/25/2020
Signature Date



EXHIBIT A

POSTING DATE
January 22, 2020

NOTICE OF CONSIDERATION TO AWARD

The City of Palm Bay, Florida during Regular Council Meeting on February 6, 2020 – 7:00 P.M. at City Hall Council Chambers will consider awarding the following:

Solicitation No.	Title of Solicitation	Contractor Information	Amount of Award
IFB# 17-0-2020	Brass Fittings (Ford Brand Only)	Ferguson Waterworks 7800 Ellis Road Melbourne, FL 32904 321-723-3177 Justin.montandon@ferguson.com	\$150,000.00

ORIGINAL

**INVITATION FOR BID #17-0-2020/SZ
BRASS FITTINGS (FORD BRAND ONLY)**

Procurement Department
120 Malabar Rd SE
Palm Bay, FL 32907-3009

ISSUE DATE: 12/02/2019
PAGE 1 OF 22

PROCUREMENT CONTACT:
Susie Ziegler
Procurement Agent I
PHONE NUMBER: (321) 952-3424
E-MAIL: susan.ziegler@pbfl.org

**BIDS TO BE RECEIVED NO
LATER THAN 5:00 PM ON
TUESDAY, 01/07/2020**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Bidder Name: <u>Ferguson Waterworks</u> (Ferguson Enterprises, LLC)	Pre-Bid/Site Visit: Date and Time: NONE
Address: <u>7800 Ellis Road Melbourne, FL 32904</u>	Bids are firm for 90-days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>
Phone Number: <u>321-723-3177</u>	Do you accept VISA? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Fax Number: <u>321-723-3350</u>	If submitting a "NO BID," state reason
E-Mail Address: <u>JUSTIN.MONTANDON@FERGUSON.COM</u>	
FEIN Number: <u>54-1211771</u>	

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, "IFB No. 17-0-2020/SZ, Brass Fittings (Ford Brand Only)." Bidder's name and return address shall be clearly identified on the outside of the envelope.

<u>Justin Montandon</u> Authorized Signature	<u>Municipal Rep</u> Title (typed or printed)
<u>Justin Montandon- Municipal Rep</u> Printed Name & Title	<u>12/3/2019</u> Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)	X		
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	X		
Bidder has provided One (1) Original hard-copy Bid (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation	X		
Bidder has provided the number of one (1) hard copy of their bid (marked "COPY"), as referenced in Section I (page 3)	X		
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	X		
Bidder has completed, signed (blue ink) and included their Bid Form	X		
If applicable, Bidder has provided a signed Conflict of Interest statement	X		
Bidder completed and included their Reference Form	X		
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)	X		
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement	X		
Bidder has completed and included their Local Preference Certification Statement (not required for Class "D")	X		
Bidder has included a copy of business tax receipt (occupational license)	X		
Bidder has signed and notarized & included their Non-Collusion Affidavit	X		
Bidder has read, understood and submitted all required documentation for bid evaluation	X		

Justin Montandon
 Authorized Signature
Justin Montandon, Municipal Rep.
 Printed Name & Title

Ferguson Waterworks (Ferguson Enterprises, LLC)
 Company
12/3/2019
 Date

SECTION III

COST PROPOSAL PRICING FORM IFB NO. 17-0-2020/SZ - BRASS FITTINGS (FORD BRAND ONLY)

SHEET 1 OF 2

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that.

- a) She/He is an officer of the organization.
- b) She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c) She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d) If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No:	<u> </u>	Dated:	<u> </u>	Addendum No:	<u> </u>	Dated:	<u> </u>
Addendum No:	<u> </u>	Dated:	<u> </u>	Addendum No:	<u> </u>	Dated:	<u> </u>

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Justin Montandon
 Authorized Signature
Justin Montandon- Municipal Rep
 Printed Name & Title
12/3/2019
 Date

Ferguson Waterworks (Ferguson Enterprises, LLC)
 Company
407-739-6165
 Telephone Number
justin.montandon@ferguson.com
 E-mail Address

COST PROPOSAL PRICING FORM
IFB NO. 17-0-2020/SZ - BRASS FITTINGS (FORD BRAND ONLY)

SHEET 2 OF 2

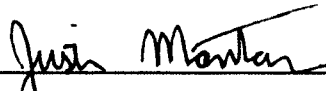
IMPORTANT: Please download file called:

17-0-2020 Attachment A – Cost Proposal Form Pricing

SUMMARY – ATTACHMENT "A"	TOTAL PROPOSAL AMOUNT
LINE ITEMS No.1-101 (Total amount transferred from Attachment "A")	\$ 221,441.45

Other Ford Brand Parts not listed "as needed"	
Percentage Discount off List Price	49 %

Delivery Time after Receipt of Order 2-20 calendar days



 Authorized Signature
 Justin Montandon- Municipal Rep

 Printed Name & Title

Ferguson Waterworks (Ferguson Enterprises, LLC)

 Company
 12/3/2019

 Date

REFERENCES

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.


1. Company Name City of St. Cloud
- Contact Name and Title Rick Mauro Lines Superintendent -
- Address 3100 Communications Road St. Cloud FL 34769
- Phone Number 407-957-7341 E-Mail Address Rmauro@stcloud.org
- Length of contract or business relationship: Start Date 2005 End date current
- Contract Value \$ 150,000.00
- Description of work provided on this contract Ferguson has provided the City of St CCloud with Ford meter box material for over 15 years. As for Palm Bay, we keep material local and in stock to reduce delivery times.
2. Company Name City of Lake Mary
- Contact Name and Title Dave Dovan - Assistant Public Works Director
- Address 911 Wallace Court Lake Mary, FL 32746
- Phone Number 407-585-1452 E-Mail Address DDovan@lakemaryfl.com
- Length of contract or business relationship: Start Date 2005 End date current
- Contract Value \$ est. 100,000
- Description of work provided on this contract Ferguson has provided Ford Meter box and other materials to the City of Lake Mary for many years. We keep material in stock to reduce lead times.
3. Company Name Volusia County
- Contact Name and Title Alan Ferguson - Assistant Director
- Address 3151 East New York Avenue Deland, FL 32724
- Phone Number 386-804-7685 E-Mail Address aferguson@co.volusia.fl.us
- Length of contract or business relationship: Start Date 2005 End date current
- Contract Value \$ estimated 150,000.00
- Description of work provided on this contract Ferguson has provided Pipes, valves, & Fittings along with Ford meter Box materials to Volusia County for years.

IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program In order to have a drug-free workplace program, a business shall.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements



 AUTHORIZED SIGNATURE
 Ferguson Waterworks (Ferguson Enterprises, LLC)

 COMPANY
 12/3/2019

 DATE

**CITY OF PALM BAY
BIDDER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
IFB #17-0-2020
BRASS FITTINGS (FORD BRAND ONLY)**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay

Minimum coverage with limits and provisions are as follows.

- A. **Commercial General Liability:** The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form
- B. **Business Automobile.** Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Umbrella/ Excess Liability:** Successful Bidder shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. ***This coverage is optional if Successful Bidder has \$2,000,000 General Aggregate under the Commercial General Liability Policy.**
- D. **Workers' Compensation:** The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. **Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:
 - Each Accident \$ 100,000.00
 - Disease – Policy Limit \$ 500,000.00
 - Disease – Each Employee \$ 100,000.00



Initial Here

Successful Bidder shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation) **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.


 AUTHORIZED SIGNATURE
 Ferguson Waterworks (Ferguson enterprises, LLC)

 Company Name
 12/3/2019

 Date

Justin MONTandon- Municipal Rep

 Printed Name and Title
 407-859-7473

 Telephone Number
 justin.montandon@ferguson.com

 E-mail address

2019 - 2020

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
861000347

THE PERSON(S), OR ENTITY BELOW:

FERGUSON WATERWORKS
ATTN BUSINESS LICENSE
P O BOX 2778
NEWPORT NEWS, VA 23609

BUSINESS PERIOD: October 01, 2019 • September 30, 2020

EXPIRES: SEPTEMBER 30, 2020

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (including with signage) "GOING OUT OF BUSINESS".

DBA

FERGUSON WATERWORKS

LOCATION:

7800 ELLIS RD
MELBOURNE, FL 32904

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

OWNED BY:

FERGUSON ENTERPRISES INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS:

0.00

530102 WHOLESALE
820005 RECEIPT AMT



Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 000-19-00200528 09/06/2019 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

LOCAL PREFERENCE CERTIFICATION STATEMENT

STATE OF Florida
COUNTY OF Brevard

Justin Montandon, being duly sworn, deposes and says that:
He/she is Municipal Representative of Ferguson Waterworks (Ferguson Enterprises, LLC)
(Title) (Firm/Company)

has submitted the attached Bid and is requesting consideration for the following preference to the Chief Procurement Officer of the City of Palm Bay. Please review the Procurement Ordinance Chapter 38 for more specific details and requirements, www.palmbayflorida.org/procurement.

(1) is a Class A Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.
Firm / Company Name

(2) is a Class B Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.
Firm / Company Name

(3) Ferguson Waterworks / Ferguson Enterprises, LLC is a Class C Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification
Firm / Company Name

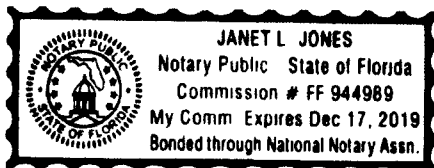
SIGNATURE: Justin Montandon

The foregoing instrument was acknowledged before me this Dec 4 by Justin Montandon, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his 4th day of Dec, 2019

Table with 4 columns: Personally known, Produced Identification, Type of Identification, and an empty cell. The 'Produced Identification' box is checked with an 'X'.

Notary Public State of Florida



NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Brevard

Justin Montandon, being duly sworn, deposes and says that:

- (1) He/she is Municipal Representative of Ferguson Waterworks (Ferguson Enterprises, LLC)
Title Firm/Company
the Bidder that has submitted the attached Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

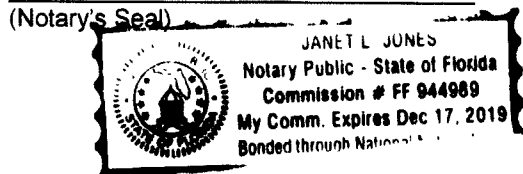
(Signed)	<u>Justin Montandon</u>
	<u>Municipal Representative</u> (Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 4th of Dec by Justin Montandon, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath

Janet L. Jones
Janet L. Jones

(Signature of Notary Public)
(Name of Notary, typed, printed or stamped)
(Serial Number)



17-0-2020 Attachment A - Cost Proposal Form Pricing
BRASS FITTINGS / FORD BRAND ONLY

ITEM	DESCRIPTION	FORD PART NUMBER	EST. ANNUAL QTY 'A'	UOM	PRICE EACH 'B'	EXTENDED PRICE 'A' x 'B'
1	FORD AV41-444-NL, ANGLE INVERTED KEY SERVICE VALVE 1" PACK JOINT FOR COPPER OR PLASTIC TUBING INLET BY FEMALE IRON PIPE THREAD OUTLET	AV41-444W-NL	1	EA	53.48	53.48
2	FORD BF43-666W-NL, STRAIGHT BALL FLANGED METER VALVE PACK JOINT FOR COPPER OR PLASTIC TUBING (CTS) 1-1/2" VALVE SIZE 1-1/2" METER SIZE	BF43-666W-NL	1	EA	157.78	157.78
3	FORD BF43-777W-NL, STRAIGHT BALL FLANGED METER VALVE PACK JOINT FOR COPPER OR PLASTIC TUBING (CTS) 2" VALVE SIZE 1-1/2" OR 2" METER SIZE	BF43-777W-NL	1	EA	267.28	267.28
4	FORD B11-444W-NL, BALL VALVE CURB STOP WITH FEMALE IRON PIPE THREADS BOTH ENDS 1" VALVE SIZE WITH PADLOCK WINGS	B11-444W-NL	5	EA	71.06	355.30
5	FORD B11-777W-NL, BALL VALVE CURB STOP WITH FEMALE IRON PIPE THREADS BOTH ENDS 2" VALVE SIZE WITH PADLOCK WINGS	B11-777W-NL	5	EA	209.18	1,045.90
6	FORD B41-333W-NL, BALL VALVE CURB STOP PACK JOINT FOR COPPER OR PLASTIC TUBING BY FEMALE IRON PIPE THREAD 3/4" VALVE SIZE	B41-333W-NL	5	EA	52.15	260.75
7	FORD B41-444W-NL, BALL VALVE CURB STOP PACK JOINT FOR COPPER OR PLASTIC TUBING BY FEMALE IRON PIPE THREAD 1" VALVE SIZE	B41-444W-NL	10	EA	79.12	791.20
8	FORD B41-666W-NL, BALL VALVE CURB STOP PACK JOINT FOR COPPER OR PLASTIC TUBING BY FEMALE IRON PIPE THREAD 1-1/2" VALVE SIZE	B41-666W-NL	1	EA	170.20	170.20
9	FORD B41-777W-NL, BALL VALVE CURB STOP PACK JOINT FOR COPPER OR PLASTIC TUBING BY FEMALE IRON PIPE THREAD 2" VALVE SIZE	B41-777W-NL	1	EA	235.92	235.92
10	FORD B43-232W-NL, STRIAIGHT BALL METER VALVE WITH PACK JOINT FOR COPPER OR PLASTIC TUBING INLET BY METER SWIVEL NUT 5/8" VALVE SIZE, 5/8" X 3/4" AND 3/4" METER SIZE	B43-232W-NL	50	EA	38.99	1,959.50
11	FORD B43-332W-NL, STRAIGHT BALL METER VALVE WITH PACK JOINT FOR COPPER OR PLASTIC TUBING INLET BY METER SWIVEL NUT 3/4" VALVE SIZE, 5/8" X 3/4" AND 3/4" METER SIZE	B43-332W-NL	1	EA	59.69	59.69
12	FORD B43-342W-NL, STRAIGHT BALL METER VALVE WITH PACK JOINT FOR COPPER OR PLASTIC TUBING INLET BY METER SWIVEL NUT 3/4" VALVE SIZE, 5/8" X 3/4" AND 3/4" METER SIZE	B43-342W-NL	40	EA	64.52	2,580.80

Contractor Name FERGUSON WATERWORKS (FERGUSON ENTERPRISES LLC)

EXHIBIT A

13	FORD B43-444W-NL, STRAIGHT BALL METER VALVE WITH PACK JOINT FOR COPPER OR PLASTIC TUBING INLET BY METER SWIVEL NUT 1" VALVE SIZE, 1" METER SIZE WITH PADLOCK WINGS	B43-444W-NL	1	EA	88.25	88.25
14	FORD B61-666W-NL, BALL VALVE CURB STOP 1-1/2" BALL VALVE WITH PACK JOINT FOR PLASTIC PIPE BY FEMALE IRON PIPE THREAD WITH PADLOCK WINGS	B61-666W-NL	1	EA	185.09	185.09
15	FORD B61-777W-NL, BALL VALVE CURB STOP 2" BALL VALVE WITH PACK JOINT FOR PLASTIC PIPE BY FEMALE IRON PIPE THREAD WITH PADLOCK WINGS	B61-777W-NL	1	EA	282.33	282.33
16	FORD B71-777W-NL, BALL VALVE CURB STOP 2" BALL VALVE WITH PACK JOINT FOR PVC PIPE BY FEMALE IRON PIPE THREAD WITH PADLOCK WINGS	B71-777W-NL	1	EA	249.03	249.03
17	FORD B81-777W-NL, BALL VALVE CURB STOP 2" BALL VALVES WITH MALE IRON PIPE THREAD BY FEMALE IRON PIPE THREAD AND PADLOCK WINGS	B81-777W-NL	1	EA	247.79	247.79
18	FORD CF31-66-NL, BRASS METER FLANGE FOR 1-1/2" METER 1-1/2" FEMALE IRON PIPE THREAD	CF31-66-NL	20	EA	37.52	750.40
19	FORD CF31-77SL-NL, SLOTTED BRASS METER FLANGE FOR 2" METER 2" FEMALE IRON PIPE THREAD SLOTTED TO ALSO FIT 1-1/2" METER	CF31-77SL-NL	30	EA	54.52	1,635.60
20	FORD CF38-77-1.937SL-NL, FLANGE COUPLING 2" BRASS METER FLANGE WITH 2" MALE IRON PIPE THREAD SLOTTED TO FIT 1-1/2" METERS	CF38-77-1.937SL-NL	30	EA	54.77	1,643.10
21	FORD C04-33-NL STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING FEMALE COPPER THREAD / CTS 3/4"	C04-33-NL	10	EA	14.76	147.60
22	FORD C04-34-NL STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING FEMALE COPPER THREAD 3/4" CTS 1"	C04-34-NL	10	EA	17.21	172.10
23	FORD C04-44-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING FEMALE COPPER THREAD / CTS 1"	C04-44-NL	5	EA	21.71	108.55
24	FORD C04-66-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING FEMALE COPPER THREAD / CTS 1-1/2"	C04-66-NL	1	EA	50.15	50.15
25	FORD C14-66-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING FOR FEMALE IRON PIPE THREAD 1-1/2"	C14-66-NL	1	EA	53.86	53.86
26	FORD C14-77-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING FOR FEMALE IRON PIPE THREAD 2"	C14-77-NL	1	EA	64.12	64.12
27	FORD C38-23-2.5-NL, STRAIGHT METER COUPLING BY MALE IRON PIPE THREAD 3/4" FOR 5/8" X 3/4" AND 3/4" METERS	C38-23-2.5-NL	150	EA	9.98	1,497.00
28	FORD C38-44-2.625-NL, STRAIGHT METER COUPLING BY MALE IRON PIPE THREAD 1" FOR 1" METERS	C38-44-2.625-NL	20	EA	12.98	259.60
29	FORD C38-66-2.875-NL, STRAIGHT METER COUPLING BY MALE IRON PIPE THREAD 1-1/2" FOR 1-1/2" METERS	C38-66-2.875-NL	1	EA	35.94	35.94

Contractor Name FERGUSON WATERWORKS (FERGUSON ENTERPRISES LLC)

EXHIBIT A

30	FORD C38-77-3.0625-NL, STRAIGHT METER COUPLING BY MALE IRON PIPE THREAD 2" FOR 2" METERS	C38-77-3.0625-NL	1	EA	50.06	50.06
31	FORD C44-33-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 3/4"	C44-33-NL	20	EA	15.80	316.00
32	FORD C44-34-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 3/4" TO 1"	C44-34-NL	1	EA	18.36	18.36
33	FORD C44-44-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 1"	C44-44-NL	100	EA	18.08	1,808.00
34	FORD C44-66-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 1-1/2"	C44-66-NL	1	EA	60.49	60.49
35	FORD C44-67-NL, PACK JOINT COUPLING FORD COPPER OR PLASTIC TUBING 1-1/2" TO 2"	C44-67-NL	1	EA	65.92	65.92
36	FORD C44-77-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 2"	C44-77-NL	1	EA	81.67	81.67
37	FORD C84-33-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 3/4" & FOR MALE IRON PIPE THREAD 3/4"	C84-33-NL	20	EA	12.98	259.60
38	FORD C84-34-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 1" & FOR MALE IRON PIPE	C84-34-NL	20	EA	14.37	287.40
39	FORD C84-44-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 1" & FOR MALE IRON PIPE THREAD 1"	C84-44-NL	20	EA	15.37	307.40
40	FORD C84-66-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 1-1/2" & FOR MALE IRON	C84-66-NL	1	EA	42.10	42.10
41	FORD C84-77-NL, STRAIGHT PACK JOINT COUPLING FOR COPPER OR PLASTIC TUBING 2" & FOR MALE IRON PIPE THREAD 2"	C84-77-NL	20	EA	61.35	1,227.00
42	FORD FB1100-6-NL, BALLCORP CORPORATION STOP MALE IRON PIPE THREAD INLET BY PACK JOINT OUTLET FOR COPPER OR PLASTIC TUBING 1-1/2" VALVE SIZE	FB1100-6-NL	1	EA	122.15	122.15
43	FORD FB1100-7-NL, BALL CORP CORPORATION STOP MALE IRON PIPE THREAD INLET BY PACK JOINT OUTLET	FB1100-7-NL	20	EA	199.15	199.15
44	FORD FV13-666W-NL, ANGLE METER VALVE FEMALE IRON PIPE THREAD BY METER FLANGE 1-1/2" VALVE SIZE	FV13-666W-NL	1	EA	129.87	129.87
45	FORD FV13-777W-NL, ANGLE METER VALVE FEMALE IRON PIPE THREAD BY METER FLANGE 2" VALVE SIZE 1-1/2" OR 2" METER SIZE	FV13-777W-NL	1	EA	180.46	180.46
46	FORD FV43-666W-NL, ANGLE METER VALVE PACK JOINT FOR COPPER OR PLASTIC TUBING BY METER FLANGE 1-1/2" VALVE SIZE 1-1/2" METER SIZE	FV43-666W-NL	1	EA	161.57	161.57
47	FORD FV43-777W-NL, ANGLE METER VALVE PACK JOINT FOR COPPER OR PLASTIC TUBING BY METER FLANGE 2" VALVE SIZE 1-1/2" OR 2" METER SIZE	FV43-777W-NL	1	EA	207.41	207.41
48	FORD F1100-4-NL, CORPORATION STOP WITH PACK JOINT FOR COPPER OR PLASTIC TUBING MALE IRON PIPE THREAD INLET 1" VALVE SIZE	F1100-4-NL	500	EA	41.95	20,975.00
49	FORD GT-114, METER GASKET 3/4" RUBBER COUPLING FOR 5/8" X 3/4" & 3/4" METERS	GT-114	2000	EA	.28	560.00

Contractor Name FERGUSON WATERWORKS (FERGUSON ENTERPRISES LLC)

EXHIBIT A

50	FORD GT-120, METER GASKET 1" RUBBER COUPLING FOR 1" METERS	GT-120	500	EA	.28	140.00
51	FORD GT-140, METER GASKET 1-1/2" RUBBER DROP IN FOR 1-1/2" FLANGED METER	GT-140	20	EA	2.15	43.00
52	FORD GT-141, METER GASKET 2" RUBBER DROP IN FOR 2" FLANGED METER	GT-141	50	EA	2.45	122.50
53	FORD HB-34-RW, STRAIGHT LEVER HANDLE (4-1/4" LONG) FOR 3/4" AND 1" STRAIGHT AND ANGLE BALL VALVES FOR RECLAIMED WATER TEE HEAD	HB-34-RW	1	EA	7.00	7.00
54	FORD HHS31-323-NL, STRAIGHT CASCADING DUAL CHECK VALVE WITH METER SWIVEL NUT INLET 3/4" VALVE SIZE 5/8" X 3/4" AND 3/4" METER SIZE	HHS31-323-NL	1800	EA	51.89	93,402.00
55	FORD INSERT-51, 3/4" 50 SERIES FOR POLYETHYLENE (PET) TUBING LENGTH 1-35/64"	INSERT-51 3/4	1	EA	2.00	2.00
56	FORD INSERT-52, 1" 50 SERIES FOR POLYETHYLENE (PET) TUBING LENGTH 1-43/64"	INSERT-52 1	1	EA	2.10	2.10
57	FORD INSERT-55, 2" 50 SERIES FOR POLYETHYLENE (PET) TUBING LENGTH 2-15/16"	INSERT-55 2	1	EA	2.25	2.25
58	FORD KV13-332W-NL, ANGLE INVERTED KEY METER VALVE FEMALE IRON PIPE BY METER SWIVEL NUT 3/4" VALVE SIZE 5/8" X 3/4" AND 3/4" METER SIZE	KV13-332W-NL	20	EA	26.95	539.00
59	FORD KV13-444W-NL, ANGLE INVERTED KEY METER VALVE FEMALE IRON PIPE BY METER SWIVEL NUT 1" VALVE SIZE 1" METER SIZE	KV13-444W-NL	20	EA	41.31	826.20
60	FORD KV43-332W-NL, ANGLE INVERTED KEY METER VALVE PACK JOINT FOR COPPER OR PLASTIC TUBING BY METER SWIVEL NUT 3/4" VALVE SIZE 5/8" X 3/4" AND 3/4" METER SIZE	KV43-332W-NL	10	EA	34.45	344.50
61	FORD KV43-342W-NL, ANGLE INVERTED KEY METER VALVE PACK JOINT FOR COPPER OR PLASTIC TUBING BY METER SWIVEL NUT 3/4" VALVE SIZE 5/8" X 3/4" AND 3/4" METER SIZE	KV43-342W-NL	180	EA	38.10	6,858.00
62	FORD KV43-444W-NL, ANGLE INVERTED KEY METER VALVE PACK JOINT FOR COPPER OR PLASTIC TUBING BY METER SWIVEL NUT 1" VALVE SIZE 1" METER SIZE	KV43-444W-NL	10	EA	47.15	471.50
63	FORD L14-44-NL, PACK JOINT ELL COUPLING FOR COPPER OR PLASTIC TUBING 1" FEMALE IRON PIPE 1"	L14-44-NL	1	EA	30.02	30.02
64	FORD L14-77-NL, PACK JOINT ELL COUPLING FOR COPPER OR PLASTIC TUBING 2" FEMALE IRON PIPE 2"	L14-77-NL	1	EA	108.66	108.66
65	FORD L44-44-NL, PACK JOINT ELL COUPLING FOR COPPER OR PLASTIC TUBING 1"	L44-44-NL	20	EA	26.24	524.80
66	FORD L44-77-NL, PACK JOINT ELL COUPLING FOR COPPER OR PLASTIC TUBING 2"	L44-77-NL	20	EA	170.45	3,409.00
67	FORD L84-44-NL, PACK JOINT ELL COUPLING FOR COPPER OR PLASTIC TUBING 1" MALE IRON PIPE THREAD 1"	L84-44-NL	1	EA	23.65	23.65
68	FORD L84-77-NL, PACK JOINT ELL COUPLING FOR COPPER OR PLASTIC TUBING 2" MALE IRON PIPE THREAD 2"	L84-77-NL	1	EA	98.42	98.42

Contractor Name FERGUSON WATERWORKS (FERGUSON ENTERPRISES LLC)

EXHIBIT A

69	FORD NG-FF4, 1"PACK JOINT CTS NUT AND GASKET/CORP ASSEMBLY	NG-FF4	1	EA	6.04	6.04
70	FORD SLC-4 COPPER GASKET 1" CONNECTION SIZE	SLC-4	20	EA	1.59	31.80
71	FORD T444-334-NL, PACK JOINT TEE BY PACK JOINT SIDE OUTLET ¾" COPPER OR PLASTIC TUBING BY 1" COPPER	T444-334-NL	20	EA	40.75	815.00
72	FORD T444-444-NL, PACK JOINT TEE BY PACK JOINT SIDE OUTLET 1" COPPER OR PLASTIC TUBING BY 1" COPPER	T444-444-NL	20	EA	40.94	818.80
73	FORD UAV43-42W-65-NL, BALL VALVE ANGLE BRANCH ASSEMBLY 6-1/2" SPACING BETWEEN CENTERS OF ANGLE BALL METER VALVES PACK JOINT FOR COPPER OR PLASTIC TUBING INLET BY TWO METER SWIVEL NUT	UAV43-42W-65-NL	100	EA	102.00	10,200.00
74	FORD UFR1300-S-3 UNI-FLANGE 3" PIPE RESTRAINT FOR PVC PIPE WITH STEEL PIPE O.D. 3.50	UFR1300-S-3	2	EA	21.74	43.48
75	FORD UFR1300-C-4 UNI-FLANGE 4" PIPE RESTRAINT FOR PVC PIPE WITH DUCTILE IRON PIPE O.D. 4.80	UFR1300-C-4	2	EA	21.62	43.24
76	FORD UFR1300-S-4 UNI-FLANGE 4" PIPE RESTRAINT FOR PVC PIPE WITH STEEL PIPE O.D. 4.50	UFR1300-S-4	2	EA	23.07	46.14
77	FORD UFR1300-C-6 UNI-FLANGE 6" PIPE RESTRAINT FOR PVC PIPE WITH DUCTILE IRON PIPE O.D. 6.90	UFR1300-C-6	10	EA	26.55	265.50
78	FORD UFR1300-S-6 UNI-FLANGE 6" PIPE RESTRAINT FOR PVC PIPE WITH STEEL PIPE O.D. 6.625	UFR1300-S-6	10	EA	28.27	282.70
79	FORD UFR1300-C-8 UNI-FLANGE 8" PIPE RESTRAINT FOR PVC PIPE WITH DUCTILE IRON PIPE O.D. 9.05	UFR1300-C-8	10	EA	44.24	442.40
80	FORD UFR1300-S-8 UNI-FLANGE 8" PIPE RESTRAINT FOR PVC PIPE WITH STEEL PIPE O.D. 8.625	UFR1300-S-8	10	EA	37.88	378.80
81	FORD UFR1300-C-10 UNI-FLANGE 10" PIPE RESTRAINT FOR PVC PIPE WITH DUCTILE IRON PIPE O.D. 11.10	UFR1300-C-10	2	EA	74.32	148.64
82	FORD UFR1300-S-10 UNI-FLANGE 10" PIPE RESTRAINT FOR PVC PIPE WITH STEEL PIPE O.D. 10.75	UFR1300-S-10	2	EA	79.21	158.42
83	FORD UFR1300-C-12 UNI-FLANGE 12" PIPE RESTRAINT FOR PVC PIPE WITH DUCTILE IRON PIPE O.D. 13.20	UFR1300-C-12	1	EA	79.49	79.49
84	FORD UFR1300-S-12 UNI-FLANGE 12" PIPE RESTRAINT FOR PVC PIPE WITH STEEL PIPE O.D. 12.75	UFR1300-S-12	1	EA	84.68	84.68
85	FORD UFR1500-3-U, UNI-FLANGE 3" CIRCLE LOCK MJ RETAINER GLAND JOINT RESTRAINT FOR PVC PIPE	UFR1500-3-U	1	EA	20.37	20.37
86	FORD UFR1500-4-U, UNI-FLANGE 4" CIRCLE LOCK MJ RETAINER GLAND JOINT RESTRAINT FOR PVC PIPE	UFR1500-4-U	1	EA	21.97	21.97
87	FORD UFR1500-6-U, UNI-FLANGE 6" CIRCLE LOCK MJ RETAINER GLAND JOINT RESTRAINT FOR PVC PIPE	UFR1500-6-U	1	EA	26.62	26.62
88	FORD UFR1500-8-U, UNI-FLANGE 8" CIRCLE LOCK MJ RETAINER GLAND JOINT RESTRAINT FOR PVC PIPE	UFR1500-8-U	1	EA	39.39	39.39
89	FORD UFR1500-10-U, UNI-FLANGE 10" CIRCLE LOCK MJ RETAINER GLAND JOINT RESTRAINT FOR PVC PIPE	UFR1500-10-U	1	EA	74.49	74.49
90	FORD UFR1500-12-U, UNI-FLANGE 12" CIRCLE LOCK MJ RETAINER GLAND JOINT RESTRAINT FOR PVC PIPE	UFR1500-12-U	1	EA	78.29	78.29
91	FORD UV13-42W-NL, KEY VALVE BRANCH ASSEMBLY 7-1/2" SPACING BETWEEN CENTERS OF ANGLE KEY METER VALVES FEMALE IRON PIPE THREAD INLET BY TWO	UV13-42W-NL	1	EA	94.55	94.55

Contractor Name FERGUSON WATERWORKS (FERGUSON ENTERPRISES LLC)

CONTRACT - PIGGYBACK BRASS FITTINGS - PALM BAY

EXHIBIT A

92	FORD UV43-42W-NL, KEY VALVE BRANCH ASSEMBLY 7-1/2" SPACING BETWEEN CENTERS OF ANGLE KEY METER VALVES PACK JOINT FOR PLASTIC OR COPPER TUBING INLET BY TWO METER SWIVEL NUT OUTLETS 5/8" X 3/4"	UV43-42W-NL	500	EA	94.77	47,385.00
93	FORD V42-7W-NL, RESETTER FOR 5/8" X 3/4" METER SIZE 7" HIGH	V42-7W-NL	60	EA	79.36	4,761.60
94	FORD V44-10W-NL, RESETTER FOR 1" METER SIZE 10" HIGH	V44-10W-NL	1	EA	151.53	151.53
95	FORD Y11-474-NL, FLARED COPPER COUPLING MULTI SERVICE "Y" SINGLE INLET 2" FEMALE IRON PIPE BY MULTI-OUTLET FOUR 1" FEMALE IRON PIPE	Y11-474-NL	10	EA	63.79	637.90
96	FORD Y44-274-NL, PACK JOINT COUPLING "Y" SINGLE BRANCH END 2" COPPER OR CTS MULTI BRANCH END TWO 1" COPPER OR CTS	Y44-274-NL	10	EA	91.45	914.50
97	FORD UFR1400-D-10-U, UNIFLANGE 10" PIPE RESTRAINER WEDGE ACTION RETAINER GLAND JOINT RESTRAINT FOR DUCTILE IRON PIPE	UFR1400-D-10-U	1	EA	49.05	49.05
98	FORD UFR1400-D-12-U, UNIFLANGE 12" PIPE RESTRAINER WEDGE ACTION RETAINER GLAND JOINT RESTRAINT FOR DUCTILE IRON PIPE	UFR1400-D-12-U	1	EA	71.37	71.37
99	FORD UFR1400-D-4-U, UNIFLANGE 4" PIPE RESTRAINER WEDGE ACTION RETAINER GLAND JOINT RESTRAINT FOR DUCTILE IRON PIPE	UFR1400-D-4-U	1	EA	18.46	18.46
100	FORD UFR1400-D-6-U, UNIFLANGE 6" RESTRAINER WEDGE ACTION RETAINER GLAND JOINT RESTRAINT FOR DUCTILE IRON PIPE	UFR1400-D-6-U	1	EA	21.71	21.71
101	FORD UFR1400-D-8-U, UNIFLANGE 8" RESTRAINER WEDGE ACTION RETAINER GLAND JOINT RESTRAINT FOR DUCTILE IRON PIPE	UFR1400-D-8-U	1	EA	33.15	33.15
BID TOTAL						221,441.45

Contractor Name FERGUSON WATERWORKS (FERGUSON ENTERPRISES LLC)

**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, 2018, 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 July 31, 2020.

Dated: 5/22/19



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 22nd day of May, 2019, 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

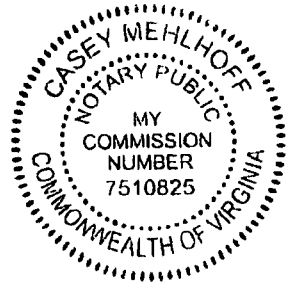


EXHIBIT B

STANDARD TERMS AND CONDITIONS—COMMODITY PURCHASES

1. **Definitions.** Certain terms used herein will have the following meanings:

(a) “City” means the City of Daytona Beach, and unless the context dictates otherwise, includes the City’s officers, employees, and agents.

(b) “Commodities” or “Goods” means the supplies, materials, merchandise, food, equipment, or other tangible personal property that the Vendor will be obligated to sell to the City under this Contract. These Commodities are generally set forth in a bid or price schedule included in the Contract.

(c) “Contract” means either of the following:

(1) If this Contract is the result of a competitive bid solicitation procedure by the City, the term “Contract” means and includes the City’s invitation to bid and all documents attached thereto, including Addenda, Standard Terms and Conditions, and Supplemental Conditions if any (“ITB”); the bid submitted by Vendor, including all documents attached thereto (“Bid Package”); the City Resolution or Ordinance awarding the bid; the bi-lateral contract form executed by both City and Vendor, if any, and if there is no such bi-lateral contract form, the memorandum of contract executed by Vendor as a condition of award; these Standard Terms and Conditions; all documents and technical standards attached to or incorporated by reference in any of the above-listed documents; any purchase orders and/or work orders issued by the City for Goods to be provided under the Contract; and any amendments to the Contract that may hereafter be executed by the Vendor and the City.

(2) If this Contract is the result of a “piggyback procurement” as referenced in the City’s Purchasing Code contained in chapter 30 of the City’s Code of Ordinances, the term “Contract” means and includes the contract between the vendor and the governmental agency whose contract this Contract is piggybacking, and all documents attached to or incorporated therein by reference; the bi-lateral contract form executed by both City and Vendor, if any; these Standard Terms and Conditions; all documents and technical standards attached to or incorporated by reference in any of the above-listed documents; any purchase orders and/or work orders issued by the City for Goods to be provided under the Contract; and any amendments to the Contract that may hereafter be executed by the Vendor and the City.

(d) “Contract Documents” mean any of the separate documents included in the definition of “Contract” above.

(e) “Party” means the City or Vendor.

(f) “Vendor” or “Contractor” means the person or business who has entered into the Contract with the City referenced herein; and unless the context dictates otherwise, includes Vendor’s officers, employees, and agents.

(g) All other terms not defined above and not defined elsewhere within the Contract will be interpreted to further the goals of this Contract; and where application of the foregoing interpretive rule does not resolve an ambiguity in a term, in accordance with the term’s ordinary meaning.

2. Indemnification. For value received, the Vendor will indemnify and hold harmless the City, including the City’s officers, employees, and agents, from (i) all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor, or of Vendor’s officers, employees, and agents, including subcontractors and other persons employed or utilized by the Vendor in the performance of the Contract; and (ii) all liabilities, damages, injuries, losses, claims, suits, actions, judgments, charges, expenses, or costs of any nature and kind, including attorneys’ fees and court costs, arising from or relating to actual or alleged violation of or infringement of any patent, trademark, copyright, service mark, trade secret or intellectual property right for or on account of the use of any product or services sold to the City or used in performance of the work. Nothing herein will require Vendor to indemnify the City from the negligent actions or omissions of the City, including the City’s officers, employees, or agents.

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3. **Warranty.** Vendor warrants that the Commodities supplied pursuant to this Contract are new, of good quality, and conform to any specifications and requirements of this Contract; that such Commodities are merchantable; and that they are fit for the ordinary purposes they are intended to serve. This warranty is in addition to any other warranties set forth in any Contract Document.
4. **MSDS.** Vendor will supply a Material Safety Data Sheet (MSDS) with each initial delivery of any materials defined by the State of Florida or the Federal Government as being toxic or harmful.
5. **Packaging and Shipping.** All invoices, packing lists and packages must bear the name of the Contract and the applicable City purchase order number as printed on the face of the purchase order.
6. **Discontinued.** Vendor will provide the City 30 days' advance written notice of a discontinued item, to allow the City to purchase additional quantities of such items. The City must give written approval of any replacements provided for discontinued items if they exceed the unit price for the discontinued item or fail to strictly meet quality, fit, form, or function of the discontinued item.
7. **Payment.** Payment will be made 45 days after Vendor has provided an accurate and undisputed invoice, except where the City, in accordance with the Contract Documents, accepts a prompt payment discount from the Vendor and the Commodities are not defective. All invoices must have a unique invoice number, date, and pricing by line item and unit price that are consistent with this contract and such purchase order. Improper invoices will be returned to the Vendor. Any additional terms and conditions set forth on an invoice not in compliance with this Contract or the purchase order are null and void. Nothing in this Contract will be deemed to create an obligation on the City's part to pay a sub-contractor or supplier of Vendor's for Commodities provided under this Contract.
8. **Sovereign Immunity; Limitation on Tort Liability.** The City expressly retains all rights, benefits, and immunities of sovereign immunity under Florida law, including Section 768.28, Florida Statutes. Nothing in this Contract or any purchase order or notice provided under this Contract will be deemed to be a waiver of sovereign immunity or of the limitations on liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida legislature, and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract or any purchase order or notice provided pursuant to this Contract will inure to the benefit of any third Party for the purpose of allowing a claim against the City, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
9. **Books and Records.** The Vendor will maintain books, records, and documents pertinent to performance under this Contract and any purchase order issued hereunder in accordance with generally accepted accounting principles. The City will have inspection and audit rights to such records during the term of this Contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from such performance will be made available until a final disposition has been made of such litigation, appeals or claims.
10. **UCC.** In addition to any rights or remedies contained in this Contract, each Party will have the rights, duties and remedies available through the Uniform Commercial Code ("UCC").
11. **Insurance.** Unless provided otherwise in the Contract Documents, Vendor will provide and maintain at Vendor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section, and in addition will comply with the other insurance related requirements of this Section.

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance,** for all employees of Vendor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

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(2) Liability Insurance, including (i) Commercial general liability coverage for operations, independent Vendors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Vendor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Vendor agrees that the insurer will waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

The City will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of Vendor.

(b) Proof of Insurance. Vendor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Vendor will not commence work until all proof of such insurance has been filed with and approved by the City. Vendor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

The Vendor must notify the City of cancellation as soon as the Vendor is knowledgeable of cancellation of any of the required coverages by the insurer, the Vendor, or any other named insured.

If requested by the City, the Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the Vendor shall relieve the Vendor or its sub-contractors from responsibility to provide insurance as required by the contract.

(c) Replacement Required. Vendor will file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the City. In the event such insurance will lapse, the City expressly reserves the right to renew the insurance at Vendor's expense.

(d) Insurance Not a Limit on Indemnification. Neither the provisions of this Section, nor any limitations on types or amount of insurance coverage authorized or required by the City, will serve to limit the scope of the indemnification required by this Contract.

12. Notices. Unless provided otherwise in the Contract Documents, authorized or notice from Party to the other will be provided in accordance with this Section.

(a) Except as provided below, all notices, requests, demands and other communications required under the Contract will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

For the City: **Gary Gawriluk, Water Stores, 220 Marion Street Daytona Beach, FL 32114
Fax: 386-671-8533.**

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For the Vendor: *Justin Montandon, Ferguson Waterworks, 1470 Bobby Lee Point, Sanford, FL, fax 407-859-9561*

(b) Either Party may change the name or address for provision of notices sent by the other Party, by providing the other Party written notice.

13. Amendments and Modifications. The City may unilaterally change, at no additional cost, the quantity and receiving point within the City for items not yet shipped. The City will not be required to pay for defective items, back-orders, later deliveries, deliveries of quantities of items exceeding the quantities specified, or items shipped at a higher price than stated in this Contract or the purchase order. Except as otherwise provided herein, no change or modification of the Contract will be valid unless the same is in writing and signed by both Parties.

14. Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

15. Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Vendor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted.

16. Principles in Construing Contract.

(a) The Contract will be governed by and construed in accordance with the laws of the State of Florida.

(b) Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract.

(c) The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(d) In case of conflicts among Contract Documents, the clause or provision most favorable to the City shall apply.

17. Litigation/Venue. In case of litigation, the laws of the State of Florida will govern Florida; the exclusive venue will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court; and each Party will bear all of its litigation costs, including attorney's fees.

18. Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

19. Limitation on Waivers. Failure by the City to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract.

20. Termination of Contract.

(a) The City may terminate this Contract, in whole or in part, at any time, for the City's convenience, non-appropriation of funds, or upon Vendor's material breach, by providing written notice as follows:

(1) Before terminating for convenience, the City must provide Vendor 30 days' notice. Termination will be automatic upon the expiration of the 30-day period.

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(2) Before terminating for non-appropriation of funds, the City will provide Vendor such notice as is reasonably practical under the circumstances.

(3) Before terminating due to Vendor's material breach of its contractual obligations, City must provide Vendor written notice specifying the breach and demanding that Vendor remedy the breach within the Cure Period. The Cure Period will be 10 days; unless the nature of the material breach is such that it cannot be reasonably cured within this 10-day period despite Vendor's diligent efforts to do so, in which instance the Cure Period will be extended by one day for each day beyond the 10-day Cure Period that Vendor has continued to diligently attempt to complete the remedy. This Contract will terminate automatically and without need for additional notice if Vendor fails to remedy the material breach within the Cure Period.

In either instance upon termination Vendor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Vendor in performing this Contract, whether completed or in process.

(b) If the termination is for the City's convenience, Vendor will be paid compensation for services performed to the date of termination.

(c) If termination is for non-appropriation, Vendor will be paid for services performed prior to the fiscal year for which the non-appropriation event has occurred.

(d) If the termination is due to the Vendor's material breach, the City reserves all rights and remedies it may have under law due to such breach.

(e) If after notice of termination for the Vendor's material breach it is determined by the City or by a court of law that the Vendor had not materially breached this Contract, or that the City's notice for termination upon such breach was insufficient, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Vendor will be made as provided in Subsection (b) of this Section.

(f) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

21. Suspension of Services. If the notice of default issued by the City pursuant to the preceding Section so directs, Vendor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

22. Severability. If one or more of the provisions contained in this Contract will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, and this Contract will then be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

23. Public Records.

(a) To the extent applicable, Vendor will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the City requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

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(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if Vendor fails to transfer such records to the City.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, keep and maintain public records required by the City to perform the service. Vendor will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City upon request from the City Clerk, in a format that is compatible with the City’s information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VENDOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023
(Email) clerk@codb.us
(Address) 301 S. Ridgewood Avenue
Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive Vendor’s obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

24. Title/Risk of Loss. Title and risk of loss will not be deemed to pass to the City unless and until the Commodities ordered have been delivered; and, where inspection is required prior to City acceptance, until the City has inspected and accepted such Commodities. In all instances shipment will be FOB destination.

25. Failure to Enforce. Failure by the City at any time to enforce the provisions of this contract will not be construed as a waiver of any such provisions. Such failure to enforce will not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

26. Purchase Orders and Work Orders. All purchase orders and work orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order, or work order, and any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

27. Delivery. Delivery of all materials or products under this Bid shall be quoted FOB Daytona Beach or other point of use as specified. No delivery charges will be added to invoices except when express delivery is substituted on order for less expensive method specified in Contract; in such cases, difference between freight or mail and express charges may be added to the invoice.

28. Delivery Failures. Failure of the Vendor to deliver within the time specified in the Contract, or within a reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles as directed by the Purchasing Agent, will permit the Purchasing Agent to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the Vendor will reimburse The City within a reasonable time specified by the Purchasing Agent, for any expenses incurred in excess of the defaulted prices.

29. Governmental Restrictions. In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items awarded to the Vendor prior to delivery, it shall be the responsibility of the Vendor to notify the City in writing at once, indicating the specific

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regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

30. Patent Infringement, Etc. In entering into this Contract the Vendor certifies that the merchandise to be furnished will not infringe any valid patent, copyright, or trademark and the successful Vendor will, at his own expense, defend any and all sections or suites charging such infringement and hold The City harmless in case of any such infringements.

31. Disputes. If a dispute exists concerning the Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between Parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described above proves unsuccessful or the Parties mutually waive the procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.