

**FIRST AMENDMENT TO PIGGYBACK AGREEMENT**

**THIS FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT** (hereinafter “Amendment”) is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County”), and **FERGUSON ENTERPRISES, LLC**, a Foreign limited liability company, having its primary business location at 751 Lakefront Commons Newport News, VA 23606 (hereinafter “Vendor”).

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into a Piggyback Agreement for water, sewer, and irrigation materials dated December 9, 2024 (hereinafter “Contract”), under which the County accessed a contract the Vendor entered into with Lee County, Florida pursuant to a formal competitive procurement process, for the same goods and services identified as Contract Number B210496ACN (hereinafter Original Contract);and

**WHEREAS**, the Original Contract had an initial term terminating on June 7, 2025; and

**WHEREAS**, the Original Contract was extended for an additional one-year period under the same terms and conditions and the Original Contract now expires on June 7, 2026; and

**WHEREAS**, the Parties failed to amend the Contract to formally extend the term of the Contract beyond June 7, 2025, but the Parties continued to perform their contractual duties and responsibilities under the Contract, and the Parties agree by this performance there was an implied extension for the performance period of the Contract; and

**WHEREAS**, the Parties now desire to formally amend the Contract terms and conditions subject to the provisions contained herein to memorialize their agreement ;and

**WHEREAS**, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

**SECTION 1.** Section 4. of the Contract is hereby amended to extend the term of the Contract for an additional (1) one year and the Contract shall now terminate on June 6, 2026.

**SECTION 2.** Section 3. of the Contract is hereby amended to increase the compensation amount for the goods/services to be provided under the Contract by Five Hundred Thousand Dollars and 00/100 (\$500,000.00). The County shall now compensate the Vendor in an amount not to exceed One Million Dollars and 00/100 (\$1,000,000.00).

**SECTION 3.** In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or

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representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**SECTION 4.** Contracting with entities of foreign countries of concern prohibited. In accordance with Section 287.138, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor will comply with all requirements of Section 287.138, Florida Statutes.

**SECTION 5.** All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

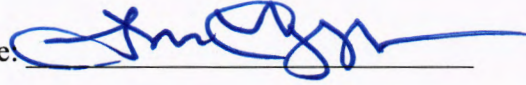
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**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

Signature: \_\_\_\_\_

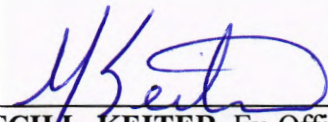


Print Name: A.M. "Hupp" Huppmann

Title: Chairman

Date: 8/11/2025

**ATTEST TO CHAIR'S SIGNATURE**

  
\_\_\_\_\_  
**MITCH L. KEITER, Ex-Officio Clerk**

Date: 8/11/2025

**REVIEWED FOR LEGAL FORM AND CONTENT:**

Denise C. May, Esq., BCS  
**DENISE C. MAY, County Attorney**

**FERGUSON ENTERPRISES, LLC**

Signature: Tim Trout

By: Tim Trout

Title: Director of Municipal Sales

Date: 6/30/2025