

CONTRACT FOR SUPPLY OF COMMODITIES
Municipal Utilities Pipes, Parts, and Fitting Materials

This Contract (the "Contract") is made and entered into this _____ day of January, 20__, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Ferguson Enterprises LLC, a company, located at 15711 Eastex Freeway, Humble, TX, 77396. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supplies in connection with Municipal Utilities Pipes, Parts, and Fitting Materials, within the City of Galveston ("City") and Ferguson Enterprises LLC. ("Company") desires to provide such commodities; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following commodities:

Municipal Utilities Pipes, Parts, and Fitting Materials

Response to Bid 20-002

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: This contract shall be effective for one (1) year upon execution by the City of Galveston. The City anticipates the contract shall be renewed pursuant to the availability of funds and at the discretion of the City. It is agreed that City will have the option to extend the contract for up to for (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any extension. No option to extend will be considered without the availability of funds, or if the contractor's past performance is not up to industry standard.
6. **DELIVERY TIME OF COMMODITIES**: Supplies shall be delivered to, and if necessary installed, by Company at the request of City in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial

conditions prevailing in this locality.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in Exhibit A. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company 15711 Eastex Freeway, Humble, TX, 77396. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)
\$1,000,000 fire damage
\$1,000,000 automobile damage
\$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis".

13. **TERMINATION**: This Contract shall terminate upon the expiration of one year from the date of execution of this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

20. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

21. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

22. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Municipal Utilities Pipes, Parts, and Fitting Materials within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

23. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

24. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

25. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

26. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this

Contract shall be subject of an application for copyright by or on behalf of Company.

27. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Ferguson Enterprises LLC
15711 Eastex Freeway
Humble, Texas, 773962

**[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

FERGUSON ENTERPRISES LLC

By: _____
Brian Maxwell, City Manager

By: [Signature]
Robbie J. Meyer, Sales Associate

ATTEST:

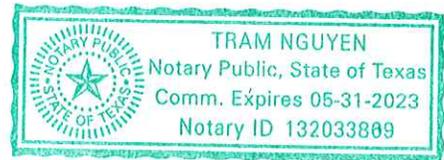
Janelle Williams, City Secretary

APPROVED AS TO FORM

Mehran Jadidi
Assistant City Attorney

BY EXECUTION OF THIS AGREEMENT, FERGUSON ENTERPRISES LLC,
ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF TEXAS §
 §
Harris COUNTY §



On this day, BEFORE ME, the undersigned, personally appeared Robbie J. Meyer of FERGUSON ENTERPRISES LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of January, 2020.

[Signature]

Notary Public in and for
The State of Texas





City of Galveston INVITATION TO BID

Bid Reference Number: 20-002

Project Title: Municipal Utilities Pipes, Parts, and Fitting Materials

Bid Closing Date: 10:00 A.M.(CST), Thursday, December 19, 2019

One (1) Original and one (1) copies and one media source required.

No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

0. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix J– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

1. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

2. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.
- E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at \$100,000 or greater.

3. ITB Withdrawals and/or Amendments

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

4. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

5. Bid Submittal Requirements

- A. Submittal Packet – How to submit: All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "Bid 20-002 Municipal Utilities Pipes Parts and Fitting Materials." The question deadline will be addressed in Appendix J-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix J-Scope of Work.

- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. **Bid Evaluation and Contract Award**

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids based on the lowest bid price. Vendors shall not contact any City of Galveston personnel during the bid process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. City reserves the right to determine which Bid is the lowest and responsible, per Texas Local Government Code § 252.043(a). The City Council shall be the sole judge in determining award.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix J – Scope of Services or Appendix A – Bid, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any

payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.
- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

 Appendix A (pages 9 through 18) must be included in the bid submittal.

 Appendix B – G (pages 20 through 26) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|--|---|
| <input type="checkbox"/> Appendix B – Conflict of Interest | <input type="checkbox"/> Appendix E – Nepotism Statement |
| <input type="checkbox"/> Appendix C – House Bill 89 Verification | <input type="checkbox"/> Appendix F – Non-Collusion Statement |
| <input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix G – Certification Regarding Debarment |

 Appendix J (pages 28 and all required documents) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.	
ITB Number:	20-002
Project Title:	Municipal Utilities Pipes, Parts, and Fitting Materials
Submittal Deadline:	10:00 A.M.(CST), Thursday, December 19, 2019
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553	
<u>Bidder Information:</u>	
Bidder's Legal Name:	Ferguson Enterprises LLC
Address:	15711 Eastex Freeway
City, State & Zip	Humble, TX 77396
Federal Employers Identification Number #	54-1211771
Phone Number:	713-675-2211
Fax Number:	
E-Mail Address:	robbie.meyer@ferguson.com
<u>Bidder Authorization</u>	
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.	
Printed Name and Position of Authorized Representative: <u>Robbie J. Meyer - Sales Assoc.</u>	
Signature of Authorized Representative: <u>[Signature]</u>	
Signed this <u>17</u> (day) of <u>December</u> (month), <u>2019</u> (year)	

Appendix A – Bid Document (continued)

I. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: If applicable, Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format, unless price sheet is made available in Appendix J:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$97,058.97

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 50+; and the number of employees: 20,000+

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: <u>City of Pearland</u>	
Contact Name: <u>Julie Blackmore</u>	Contact Title: <u>Contract Administrator</u>
Phone: <u>281-6524790</u>	Email: <u>ebids@pearlandtx.gov</u>
Date and Scope of Work Provided: <u>September 2017 - September 2019</u> <u>Sept. 2019 - Present</u>	

Reference #2:

Client / Company Name: <u>City of Baytown</u>	
Contact Name: <u>Carla Hommel</u>	Contact Title: <u>Contract administrator</u>
Phone: <u>281-420-6524</u>	Email: <u>carla.hommel@baytown.org</u>
Date and Scope of Work Provided: <u>October 2017 - present</u>	

Reference #3:

Client / Company Name: <u>San Jacinto River Authority</u>	
Contact Name: <u>Kevin Jones</u>	Contact Title: <u>Superintendent</u>
Phone: <u>832-538-7069</u>	Email: <u>kmjones@sjra.net</u>
Date and Scope of Work Provided: <u>August 2017 - present</u>	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

Centralized Master Bidders List registration number: 54-1473338.

Prime contractor HUB / MWBE registration number: _____.

An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____-_____-_____.

Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
00-895-517.

All vendors contracting with the City of Galveston may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase purchase.

No, Only the City can

8. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to **four (4) additional years**, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past

performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (2%) per year. The City of Galveston will not accept, or agree, to any escalation clause higher than four percent (2%) per year. If an escalation clause of greater than the maximum allowed by the City, as stated previously, is inserted in the blanks below, the City will consider that the amount of escalation is 0%. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2021) ESCALATION 2 %

SECOND ADDITIONAL YEAR (FY 2022) ESCALATION..... 2 %

THIRD ADDITIONAL YEAR (FY 2023) ESCALATION 2 %

FOURTH ADDITIONAL YEAR (FY 2024) ESCALATION 2 %

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Ferguson
Contract #: ~~Robbie Meyer Bid 20-002~~
Description: Pipes, Valve, Parts, Fitting.
Primary Contact (Name): Robbie Meyer
Primary Contact Phone Numbers: Home: _____ Cell: 281-883-2167
Secondary Contact (Name): Office
Secondary Contact Phone Numbers: Home: 713-675-2211 Cell: _____
After Hours emergency opening fee, if applicable: \$ 0

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in Appendix J, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity

purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.

- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.

- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

- H. Liquidated Damages: This section left intentionally blank.

- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
 - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
 - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
 - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
 - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The

contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Financial Responsibility Provisions

- A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix J) as City may require, naming the City of Galveston as the additional insured:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.
Insurance coverage shall be on an "occurrence basis"
- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim,

dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A
 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

NONE

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Robbie J. Meyer (Person name), the undersigned representative of (Company or Business Name) Ferguson LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

12/17/19
DATE

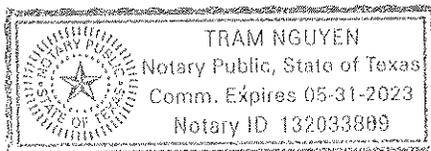
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Robbie J Meyer, the Ferguson of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of December, 2019.

[SEAL]



[Signature]
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

- I do not owe the City property taxes that are delinquent.
 I owe City property taxes that are delinquent on property located at

Robbie J. Meyer

Bidder's Printed or Typed Name



Bidder's Signature

December 17, 2015

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

I am not related by blood or marriage to any official or employee of the City of Galveston

I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

The officers of the company submitting this bid are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR Ferguson LLC
ADDRESS 15711 Eastex Freeway, Humble, Texas
77394

PHONE 713-675-2211

FAX _____

BIDDER (SIGNATURE) [Signature]

BIDDER (PRINTED NAME) Robbie J. Meyer

POSITION WITH COMPANY Sales Associate

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID [Signature]

COMPANY OFFICIAL (PRINTED NAME) Sales Associate

OFFICIAL POSITION Sales Associate

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – Document 00435

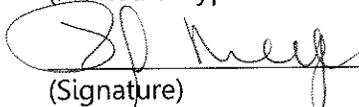
THE CITY OF GALVESTON, TEXAS
*DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE
FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.*

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Robbie J. Meyer
(Printed or typed Name of Signatory)


(Signature)

December 17, 2019
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**



OGDEN UT 84201-0044

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314



026530

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685

June 06, 2019 LTR 3064G O R

54-1211771 000000 00

00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names

Entity Name	Tax ID No.	Entity Name	Tax ID No.
Action Automation	54-1211771	Industrial Hub of the Carolinas	54-1211771
ADL	54-1211771	J & G Products	54-1211771
Alaska Pipe & Supply	54-1211771	J.D Daddario Company	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Joseph G. Pollard Co	54-1211771
The Ar-Jay Center	54-1211771	Karl's Appliances	54-1211771
BAC Appliance Center	54-1211771	Kitchen Art	54-1211771
Bath + Beyond	54-1211771	Lighting Design Center	54-1211771
Blackman Plumbing Supply	54-1211771	Lighting Unlimited	54-1211771
Brock-McVey	54-1211771	Lincoln Products	54-1211771
Bruce-Rogers Company	54-1211771	Linwood Pipe and Supply	54-1211771
Cal-Steam	54-1211771	Louisiana Utilities Supply Company	54-1211771
Capital Distributing	54-1211771	LUSCO	54-1211771
City Lights Design Showroom	54-1211771	McFarland Supply	54-1211771
CFP	54-1211771	Michigan Meter	54-1211771
Cline Contract Sales	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
Custom Lighting & Hardware	54-1211771	PL Sourcing	54-1211771
Davies Water	54-1211771	Plumb Source	54-1211771
Dealernet	54-1211771	Plumbing Decor	54-1211771
Duhig Stainless	54-1211771	Pollardwater	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771	Powell Pipe & Supply Co.	54-1211771
Factory.Direct Appliance	54-1211771	Professional's Bath Source	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	PV Sullivan Supply	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson.com	54-1211771	Renwes. Sales	54-1211771
Ferguson Direct	54-1211771	Redlon & Johnson	54-1211771
Ferguson Facilities Supply	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Robertson Supply	54-1211771
Ferguson Heating & Cooling	54-1211771	SG Supply Co.	54-1211771
Ferguson Hospitality Sales	54-1211771	SOS Sales	54-1211771
Ferguson HVAC- Air Cold	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson HVAC- EastWest Air	54-1211771	The Plumbing Source	54-1211771
Ferguson HVAC - Lyon.Conklin	54-1211771	The Stock Market	54-1211771
Ferguson Integrated Services	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson International	54-1211771	Wallwork	54-1211771
Ferguson Parts & Packaging	54-1211771	Waterworks Industries	54-1211771
Ferguson Valve & Automation	54-1211771	Webb-Distributors	54-1211771
Ferguson Waterworks	54-1211771	Western Air Supply	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771	Westfield.Lighting	54-1211771
Ferguson Waterworks Red Head	54-1211771	Wolseley Financial Services	54-1211771
Ferguson Waterworks EPPCO	54-1211771	Wolseley Industrial Group	54-1211771
Ferguson Waterworks International	54-1211771	WPCC Forwarding	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	Wright Plumbing Supply	54-1211771
Grand Junction Pipe	54-1211771		

BOA Atlanta - 100286
FERG# (Main branch number)
PO Box 100286
Atlanta, GA 30384-0286
OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main Branch Number)
Lockbox # 100286
6000 Feldwood Road
College Park, GA 30349

BOA Boston - 417592
FERG# (Main branch number)
PO Box 417592
Boston, MA 02241-7592
OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main Branch Number) LB# 417592
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125

BOA Dallas - 847411
FERG# (Main branch number)
PO Box 847411
Dallas, TX 75284-7411
OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 847411
1950 N Stemmons Frwy. Ste. 5010
Dallas, TX 75202

BOA Los Angeles - 740827
FERG# (Main branch number)
PO BOX 740827
Los Angeles, CA 90074-0827
OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 740827
2706 Media Center Drive
Los Angeles, CA 90065

PNC Chicago - 802817 / Midwest
FERG# (Main branch number)
PO Box 802817
Chicago, IL 60680-2817
OVERNIGHT - PKGS
PNC Bank Lockbox Services
FERG# (Main branch number)
Lockbox 802817
350 East Devon Avenue
Itasca, IL 60143

PNC Pittsburgh - 644054
FERG# (Main branch number)
PO Box 644054
Pittsburgh, PA 15264-4054
Overnight Address
PNC Bank Lockbox Services
FERG# (Main branch number) LB# 644054
Firstside Center
500 First Avenue
Pittsburgh, PA 15219

Appendix J – Scope of Work

1. **Project Title: Municipal Utilities Pipes Parts and Fitting Materials**
2. **Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

There are no bonding requirements for this solicitation.

The following are required Federal Clauses that shall be returned with the Bid and are part of the contract documents herein.

CITY OF GALVESTON BID #20-002 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL REQUIREMENTS

CONTENTS

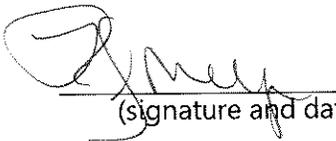
1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Robbie J. Meyer
(printed name of signatory)

 12/17/19
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Robbie J. Meyer
(printed name of signatory)

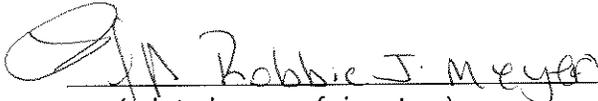
[Signature] 12/17/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

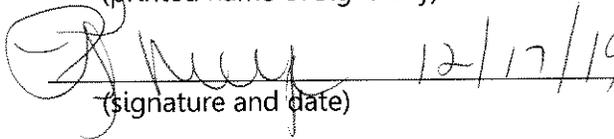
3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."



(printed name of signatory)



(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

**4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Robbie T. Meyer
(printed name of signatory)

[Signature] 12/17/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Robbie J. Meyer
(printed name of signatory)

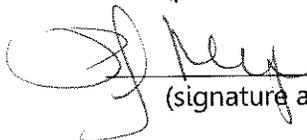
[Signature] 12/17/19
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Robbie J. Meyer
(printed name of signatory)

 12/17/19
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Ferguson LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this 17 day of May, 2019

By [Signature]
Signature of Bidder/Contractor/Subcontractor's Authorized Official

Robbree J. Meyer
Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

Sales Representative
Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Robbie J. Meyer
(printed name of signatory)

[Signature] 12/17/19
(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Robbie J. Meyer
(printed name of signatory)

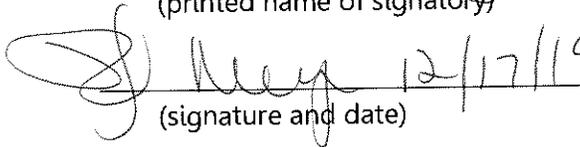
[Signature] 12/17/19
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

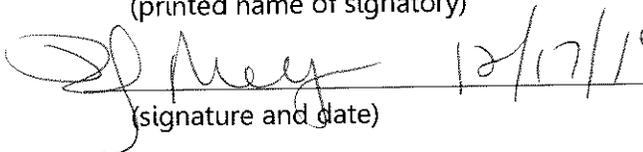
Robbie J. Meyer
(printed name of signatory)

 12/17/15
(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Robbie J. Meyer
(printed name of signatory)

 12/17/15
(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.**

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Robbie J. Meyer
(printed name of signatory)

[Signature] 12/17/19
(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE BID.

4. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

5. **Key Events Schedule**

Bid Release Date	November 18, 2019
Deadline for Submittal of Written Questions	December 6, 2019 @ 2:00pm CST
Sealed Bids Due to and Opened by City	December 19, 2019 @ 10:00am CST
Anticipated Committee Evaluation Review Date	December 2020
Anticipated Award Date	January 2020

[PLEASE SEE FOLLOWING SCOPE OF SERVICES]

6. Scope of Services

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Galveston to qualify one (1) or more vendors to furnish and deliver water pipes, parts, and fitting materials for the Public Works Municipal Utilities Division. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

I. SUPPLIER REQUIREMENTS:

- The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

II. MINIMUM QUALIFICATIONS:

- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, vendor-stocked parts shall be made within 4 hours.
- Special Ordered goods shall be delivered within 10 working days, unless otherwise agreed upon between City personnel the vendor

III. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Unless otherwise agreed open between City personnel and the Vendor.
- Goods shall meet or exceed the quality of the part furnished on the original price of equipment (OEM). However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.

IV. BRAND REQUIREMENTS

- Exceptions to, or deviations from, a particular manufacturer's brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal shall be made by the City and such determination shall be final and binding upon all bidders.

V. ALTERNATIVE SOURCE

- The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary goods when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this contract.

VI. PRICING ADJUSTMENTS

- Bidders are instructed to bid the unit price on the item(s) specified, and/or percentage discount for catalog items. Prices for all goods shall be firm for the one-year period and shall be stated on the Price Sheet. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored.
- Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph.
- During the term of the awarded contract, the contract price may be adjusted as follows. Provided, however, the Index-Based Adjustments provision is the default adjustment provision. The adjustment provisions are not cumulative. The price adjustments below are subject to the change order limitations in Loc. Gov. Code § 252.048, as well as to the availability of appropriated funds.

1. Cost-Based Adjustments due to Tariffs: It is understood and recognized that certain markets providing essential materials for municipal utilities pipes, parts, and fittings are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the awarded contract that may impact price, availability, and delivery time frames ("Potentially Time and Price-Impacted Material(s)"). These fluctuations are due changes in tariffs established by the federal government, which may result in increases or decreases of contract pricing. It is intended that the awarded contract will provide for a fair allocation of the risk of such market conditions between the City and the successful bidder, which will apply only to the Potentially Time and Price-Impacted Materials(s) which are noted as such on the Pricing Form made part of this ITB.

- a. **Baseline Price.** The Unit Prices on the submitted Pricing Form will be considered the market prices as of the date of the awarded contract ("Baseline Price(s)").
- b. **Adjustment in Baseline Price.** If during the term of the awarded contract a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either party may notify the other in writing within thirty (30) days from the date the basis for an equitable adjustment to the contract price arises and will provide appropriate documentation substantiating such requested adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted

Material: (1) will not include any amount for overhead and profit; and (2) will factor in Adjusted Baseline Price(s).

- i. In the event of a decrease in the Baseline Price, the contract price will be equitably adjusted to reflect such decrease, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.
- ii. In the event of an increase in the Baseline Price, the contract price will be equitably adjusted to reflect such increase, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.
- iii. No adjustment will be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the awarded contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the successful bidder, its subcontractors, and material suppliers.

[PLEASE SEE FOLLOWING PRICE SHEET]

**CITY OF GALVESTON PUBLIC WORKS DEPARTMENT
 BID 20-002 MUNICIPAL UTILITIES PIPE, PARTS AND FITTING MATERIALS**

PRICE SHEET

BIDDER:				
#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
TAPPING SADDLES: OD RANGE 2.38 TO 2.50				
1	2" X 1"	Each	22.14	KO
2	2" X 3/4"	Each	23.54	YNO
TAPPING SADDLES: OD RANGE 3.46 TO 3.96				
3	3" x 3/4"	Each	24.85	KO
4	3" x 1"	Each	24.00	NO
5	4" x 2"	Each	29.73	Y
6	4" x 1-1/2"	Each	29.73	Y
7	4" X 1"	Each	24.10	Y
8	4" X 3/4"	Each	24.00	Y
TAPPING SADDLES / SLEEVES : OD RANGE 6.90 TO 7.56				
9	6" X 4"	Each	118.70	KO
10	6" X 2"	Each	32.00	Y
11	6" X 1-1/2"	Each	32.54	Y
12	6" X 1"	Each	28.45	Y
13	6" X 3/4"	Each	27.75	Y
TAPPING SADDLES / SLEEVES : ODO RANGE 9.05 TO 9.74				
14	8" X 6"	Each	525.34	KO
15	8" X 4"	Each	151.50	Y
16	8" X 2"	Each	39.99	Y
17	8" X 1-1/2"	Each	39.99	Y
18	8" X 1"	Each	33.66	Y
19	8" X 3/4"	Each	33.66	Y
TAPPING SADDLES / SLEEVES: OD RANGE 11.10 TO 12.12				
20	10" X 8"	Each	739.02	KO
21	10" X 6"	Each	608.22	Y
22	10" X 4"	Each	561.78	Y
23	10" X 2"	Each	44.92	Y
24	10" X 1-1/2"	Each	44.92	Y
25	10" X 1"	Each	36.76	Y

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
TAPPING SADDLES / SLEEVES : OD RANGE 13.20 TO 14.38				
26	10" X 3/4"	Each	36.76	XO
27	12" X 10"	Each	1106.64	Y
28	12" X 8"	Each	872.08	Y
29	12" X 6"	Each	695.08	Y
30	12" X 4"	Each	626.95	Y
31	12" X 2"	Each	53.60	Y
32	12" X 1-1/2"	Each	52.21	Y
33	12" X 1"	Each	42.53	Y
34	12" X 3/4"	Each	42.53	Y
TAPPING SADDLES / SLEEVES : OD RANGE 17.40 TO 17.94				
35	16" X 2"	Each	118.95	XO
36	16" X 1-1/2"	Each	118.95	Y
37	16" X 1"	Each	111.27	Y
38	20" X 2"	Each	173.35	Y
39	20" X 1-1/2"	Each	173.35	Y
40	20" X 1"	Each	165.50	Y
PVC METER BOX W/READER LID				
41	D-1200	Each	14.91	X
42	D-1500	Each	27.89	X
43	DFW 37C-12-AF3M (Single)	Each	84.97	X
44	DFW 38C-14-AF3M (Dual)	Each	119.76	X
45	DFW A4C-12-AF3M (Jumbo)	Each	185.50	X
BROOKS PRODUCTS				
46	CEMENT METERBOX COVER W/ CI READER LID	Each	28.57	N
47	CONCRETE DUAL METER BOX COMPLETE	Each	32.94	N
CONCRETE METER BOXES COMPLETE				
48	36H	Each	50.46	N
49	37H	Each	54.39	N
50	65H	Each	88.84	N
CURBSTOP FIP X FIP				
51	3/4"	Each	40.00	N
52	1"	Each	62.14	N
53	1-1/2"	Each	128.21	N
54	2"	Each	187.61	N

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
CURBSTOP FEMALE IP X PACK JOINT				
55	3/4"	Each	29.36	Y
56	1"	Each	53.68	Y
57	1-1/2"	Each	150.00	Y
58	2"	Each	210.00	Y
CORP STOPS C.C. X P. JOINT				
59	3/4"	Each	25.15	Y
60	1"	Each	38.00	Y
61	1-1/2"	Each	105.00	Y
62	2"	Each	178.50	Y
COUPLINGS P. JOINT X P. JOINT				
63	3/4"	Each	14.00	Y
64	1"	Each	15.33	Y
65	1-1/4"	Each	42.50	Y
66	1-1/2"	Each	54.05	Y
67	2"	Each	73.00	Y
BRASS ADAPTERS FEMALE IRON PIPE X PACK JOINT				
68	3/4"	Each	12.34	Y
69	1"	Each	17.65	Y
70	1-1/2:	Each	48.00	Y
71	2"	Each	57.35	Y
BRASS ADAPTERS MALE IRON PIPE X PACK JOINT				
72	3/4"	Each	11.52	Y
73	1"	Each	13.62	Y
74	1-1/2:	Each	36.50	Y
75	2"	Each	54.83	Y
FLARE X P JOINT ADAPTORS				
76	3/4"	Each	N/A	
77	1"	Each	N/A	
78	1-1/2:	Each	N/A	
79	2"	Each	N/A	
PVC COMP. COUPLING				
80	3/4"	Each	3.16	N
81	1"	Each	4.21	N
82	1-1/4"	Each	6.32	N

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
PVC COMP. COUPLING (Continued)				
83	1-1/2:	Each	6.84	No
84	2"	Each	8.95	↓
85	2-1/2"	Each	16.84	
BRASS BUSHINGS				
86	3/4" x 1/2"	Each	1.57	No
87	1" x 3/4"	Each	2.38	↓
88	1-1/2" x 3/4"	Each	6.34	
89	1-1/2" x 1"	Each	5.00	
90	2" x 3/4"	Each	9.24	
91	2" x 1"	Each	9.24	
92	2" x 1-1/2"	Each	7.65	
BRASS TEE'S				
93	2" x 2" x 2"	Each	20.29	No
94	1" x 1" x 1"	Each	6.42	↓
95	1-1/2" x 1-1/2" x 1-1/2"	Each	12.30	
96	3/4" x 3/4" x 3/4"	Each	3.60	
97	1" x 3/4" x 3/4"	Each	8.40	
98	3/4" x 3/4" x 1"	Each	8.60	
BRASS ELBOW'S				
99	3/4" x 3/4"	Each	2.94	No
100	1" x 1"	Each	4.54	↓
101	1-1/2" x 1-1/2"	Each	9.00	
102	2" x 2"	Each	14.45	
103	2" x 3/4"	Each	22.00	
104	2" x 1"	Each	20.00	
105	2" x 1-1/2"	Each	20.00	
106	1-1/2" X 3/4"	Each	11.00	
107	1-1/2" X 1"	Each	11.00	
108	1" X 3/4"	Each	5.60	
BRASS BELL REDUCERS				
109	2" X 1-1/2"	Each	14.41	No
110	2" X 1"	Each	16.23	↓
111	2" X 3/4"	Each	16.23	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
BRASS BELL REDUCERS (Continued)				
112	1-1/2" X 1"	Each	9.65	No ↓
113	1-1/2" X 3/4"	Each	10.92	
114	1" X 3/4"	Each	4.75	
115	2" X 1-1/4"	Each	14.00	
116	1-1/4" X 1"	Each	7.65	
117	1-1/4" X 3/4"	Each	7.65	
BRASS FITTINGS NIPPLES				
118	1/2" X CLOSE	Each	.88	No ↓
119	1/2" X 1-1/2"	Each	1.02	
120	1/2" X 2"	Each	1.20	
121	1/2" X 3"	Each	1.45	
122	1/2" X 4"	Each	2.14	
123	1/2" X 5"	Each	2.60	
124	1/2" X 6"	Each	3.15	
125	3/4" X CLOSE	Each	1.27	
126	3/4" X 1-1/2"	Each	1.30	
127	3/4" X 2"	Each	1.60	
128	3/4" X 3"	Each	2.14	
129	3/4" X 4"	Each	2.79	
130	3/4" X 5"	Each	3.35	
131	3/4" X 6"	Each	4.07	
132	1" X CLOSE	Each	1.87	
133	1" X 1-1/2"	Each	2.31	
134	1" X 2"	Each	2.31	
135	1" X 3"	Each	3.11	
136	1" X 4"	Each	4.04	
137	1" X 5"	Each	4.98	
138	1" X 6"	Each	5.95	
139	1-1/2" X CLOSE	Each	3.67	
140	1-1/2" X 1-1/2"	Each	3.95	
141	1-1/2" X 2"	Each	3.95	
142	1-1/2" X 3"	Each	5.44	
143	1-1/2" X 4"	Each	7.08	
144	1-1/2" X 5"	Each	8.81	
145	1-1/2" X 6"	Each	10.47	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
BRASS FITTINGS NIPPLES (Continued)				
146	2" X CLOSE	Each	5.59	NO
147	2" X 1-1/2"	Each	6.97	↓
148	2" X 2"	Each	5.59	
149	2" X 3"	Each	6.97	
150	2" X 4"	Each	9.12	
151	2" X 5"	Each	11.00	
152	2" X 6"	Each	13.44	
BRASS COUPLING				
153	3/4"	Each	2.38	NO
154	1"	Each	3.41	↓
155	1-1/2:	Each	7.67	
156	2"	Each	12.43	
METER COUPLING				
157	3/4" X 2"	Each	9.63	NO
158	3/4" X 2-1/2"	Each	4.26	↓
159	1" X 2-5/8"	Each	5.86	
OVAL DUAL METER FLANGE KITS				
160	1-1/2" FLANGE KITS BRASS	Each	40.00	NO
161	2" FLANGE KITS BRASS	Each	41.05	NO
GALVANIZED NIPPLES				
162	2" x ALL THREAD	Each	1.79	NO
163	2' X 3"	Each	2.01	NO
164	3" x ALL THREAD	Each	6.37	NO
165	3" X 2"	Each	4.14	NO
GALVANIZED THREAD COUPLINGS				
166	1 1/2"	Each	3.19	NO
GALVANIZED PIPES				
167	1 1/2"	Linear Feet	2.85	NO
GALVANIZED BUSHING				
168	2" X 1-1/2"	Each	3.19	NO
GALVANIZED BELL REDUCERS				
169	4" X 3"	Each	41.41	NO
170	4" x 2"	Each	41.41	
3/4" EYEBOLTS DUCTILE				
171	4" FITTING	Each	1.53	NO
172	6" FITTING	Each	1.53	NO

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
3/4" EYEBOLTS DUCTILE (Continued)				
173	8" FITTING	Each	1.53	NO
174	10" FITTING	Each	1.53	NO
5/8" EYEBOLTS DUCTILE				
175	4" FITTING	Each	1.53	NO
176	6" FITTING	Each	1.53	↓
177	8" FITTING	Each	1.53	
178	10" FITTING	Each	1.53	
3/4" TEEBOLTS DUCTILE				
179	4" FITTING	Each	1.05	NO
180	6" FITTING	Each	1.05	↓
181	8" FITTING	Each	1.05	
182	10" FITTING	Each	1.05	
5/8" TEEBOLTS DUCTILE				
183	4" FITTING	Each	1.05	NO
184	6" FITTING	Each	1.05	↓
185	8" FITTING	Each	1.05	
186	10" FITTING	Each	1.05	
MEGA LUGS GLAND PACKS				
187	3" FOR PVC PIPE	Each	23.89	NO
188	4" FOR PVC PIPE	Each	25.71	↓
189	6" DUCTILE IRON PIPE	Each	32.18	
190	6" FOR C-900	Each	32.18	
191	8" DUCTILE IRON PIPE	Each	43.41	
192	8" FOR C-900	Each	43.41	
193	10" DUCTILE IRON PIPE	Each	75.59	
194	10" FOR C-900	Each	75.59	
195	12" DUCTILE IRON PIPE	Each	79.34	
196	12" FOR C-900	Each	79.34	
TRANSITION GASKETS				
197	2"	Each	1.90	NO
198	3"	Each	2.53	↓
199	4"	Each	2.84	
200	6"	Each	3.16	
201	8"	Each	4.74	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
MJ CAPS				
202	4" X 2"	Each	24.32	NO
203	3" X 2"	Each	24.00	↓
204	6" X 2"	Each	31.24	
205	8" X 2"	Each	46.42	
206	10 X 2"	Each	54.95	
207	12 X 2"	Each	76.42	
TAPPED OUT PLUGS MJ				
208	4" X 2"	Each	27.23	NO
209	6" X 2"	Each	40.14	↓
210	8" X 2"	Each	54.11	
211	10 X 2"	Each	84.93	
212	12 X 2"	Each	83.49	
GLAND PACKS				
213	3" CAST IRON PIPE	Each	8.21	NO
214	4" C-900 & DUCTILE IRON PIPE	Each	10.74	↓
215	6" C-900 & DUCTILE IRON PIPE	Each	14.85	
216	8" C-900 & DUCTILE IRON PIPE	Each	16.42	
217	10" C-900 & DUCTILE IRON PIPE	Each	23.69	
218	12" C-900 & DUCTILE IRON PIPE	Each	24.63	
219	16" C-900 & DUCTILE IRON PIPE	Each	68.85	
220	20" C-900 & DUCTILE IRON PIPE	Each	121.78	
FRICION CLAMP - EILSEN				
221	3"	Each	16.84	NO
222	4"	Each	17.90	↓
223	6"	Each	18.95	
224	8"	Each	20.00	
225	10"	Each	24.21	
226	12"	Each	27.37	
VALVE BOX				
227	"A" BOX W/LID	Each	26.32	NO
228	DALLAS SHORT VALVE BOX	Each	27.37	N
LUG WASHERS				
229	1/2"	Each	2.38	NO
230	5/8"	Each	2.38	↓
231	3/4"	Each	2.38	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
ALL THREAD ROD ZINC PLATED				
232	1/2" X 10'	Each	3.90	No
233	5/8" X 10'	Each	12.60	
234	3/4" X 10'	Each	16.30	↓
DUCTILE IRON BODY ELBOWS MJ 90				
235	4"	Each	31.60	No
236	6"	Each	51.70	
237	8"	Each	75.00	
238	10"	Each	114.56	
239	12"	Each	156.71	
240	16"	Each	353.58	
241	20"	Each	593.78	↓
DUCTILE IRON BODY ELBOWS MJ 45				
242	4"	Each	26.17	No
243	6"	Each	42.13	
244	8"	Each	61.28	
245	10"	Each	87.24	↓
DUCTILE IRON BODY ELBOWS SM 45 (Continued)				
246	12"	Each	129.96	No
247	16"	Each	254.06	
248	20"	Each	384.74	↓
MJ to MJ ADAPTORS				
249	4" <i>All w/ Accys</i>	Each	261.70	No
250	6"	Each	78.55	
251	8"	Each	112.70	
252	10"	Each	172.36	
253	12"	Each	177.36	
254	16"	Each	345.03	↓
SLEEVES MJ x 12" DUCTILE IRON BODY				
255	4"	Each	28.09	No
256	6"	Each	46.18	
257	8"	Each	75.96	
258	10"	Each	90.64	
259	12"	Each	119.69	
260	16"	Each	228.75	↓

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
X15" SLEEVES MJ x 12" DUCTILE IRON BODY (Continued)				
261	20"	Each	355.63	NO
262	24"	Each	N/A	
SLEEVES MJ x 7.5" DUCTILE IRON BODY				
263	3"	Each	20.79	NO
264	4"	Each	19.53	
265	6"	Each	34.65	
266	8"	Each	45.04	↓
267	10"	Each	80.00	
268	12"	Each	89.98	
269	16"	Each	X 9.1/2 210.06	
270	20"	Each	X 9-1/2 324.86	
BELL JOINT CLAMP FOR CAST IRON LEAD JOINTS				
271	6"	Each	122.53	NO
272	8"	Each	169.31	↓
273	10"	Each	184.41	
274	12"	Each	227.67	
275	30"	Each	1149.05	
TEE'S MJ DUCTILE BODY				
276	4"	Each	41.49	NO
277	6"	Each	76.68	↓
278	8"	Each	111.70	
279	10"	Each	159.50	
280	12"	Each	222.00	
MJ SWIVEL TEE'S DUCTILE BODY				
281	6" x 4"	Each	N/A	NO
282	6" x 6"	Each	85.00	↓
283	8" x 4"	Each	N/A	
284	8" x 6"	Each	107.55	
285	10" x 6"	Each	136.28	
286	10" x 8"	Each	180.96	
287	12" x 6"	Each	154.79	
288	12" x 8"	Each	225.27	
MJ REDUCER DUCTILE BODY				
289	4" x 2"	Each	37.26	NO
290	4" x 3"	Each	26.00	NO

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
MJ REDUCER DUCTILE BODY (Continued)				
291	6" x 3"	Each	35.00	no
292	6" x 4"	Each	29.68	
293	8" x 4"	Each	40.70	
294	8" x 6"	Each	43.26	
295	10" x 6"	Each	55.58	
296	10" x 8"	Each	61.26	
297	12" x 6"	Each	73.58	
298	12" x 8"	Each	75.16	
299	12" x 10"	Each	83.37	
FLANGE ADAPTERS (ZIP FLANGE)				
300	3"	Each	20.30	no
301	4"	Each	27.45	
302	6"	Each	29.57	
303	8"	Each	41.07	
304	10"	Each	73.77	
305	12"	Each	86.05	
306	16"	Each	245.08	
MJ ACCESSORY SET W/TRANSITION GASKET				
307	3"	Each	8.62	no
308	4"	Each	11.49	
309	6"	Each	15.32	
310	8"	Each	17.35	
311	10"	Each	24.57	
312	12"	Each	25.21	
MJ SOLID x SWIVEL ADAPTOR x 13"				
313	4"	Each	47.37	no
314	6"	Each	84.89	
315	8"	Each	107.37	
316	10"	Each	191.05	
317	12"	Each	283.24	
MJ SOLID x SWIVEL ADAPTOR x 18"				
318	4"	Each	156.02	no
319	6"	Each	91.87	
320	8"	Each	249.93	
321	10"	Each	377.00	
322	12"	Each	527.00	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
MJ SOLID x SWIVEL ADAPTOR x 24"				
323	4"	Each	211. ⁰⁰	NO
324	6"	Each	171. ¹⁶	
325	8"	Each	279. ⁰⁰	↓
326	10"	Each	334. ⁰²	
327	12"	Each	527. ⁰²	
OFFSETS MJ CAST IRON				
328	6" x 12"	Each	110. ⁵³	NO
329	6" x 18"	Each	135. ¹⁶	
330	6" x 24"	Each	171. ¹⁶	↓
331	8" x 12"	Each	157. ¹⁶	
332	8" x 18"	Each	196. ⁴²	
333	8" x 24"	Each	279. ⁰²	
OFFSETS MJ SWIVEL GRADELOCK				
334	6" x 6"	Each	182. ⁷⁰	NO
335	6" x 12	Each	325. ⁵¹	↓
336	6" x 24"	Each	326. ⁷⁴	
HYDRANT AMERICAN DARLING B-84-B / MUELLER SUPER CENTURIAN 200 W/STORZ NOZZLE SS BOLTS				
337	2-1/2' AD B-84-B	Each	1896. ³⁵	NO
338	3' AD B-84-B	Each	1896. ³⁵	↓
339	4' AD B-84-B	Each	1971. ⁸⁸	
340	5' AD B-84-B	Each	2055. ⁷³	
341	2-1/2' MSC 200	Each	1830. ⁰⁷	
342	3' MSC 200	Each	1850. ⁵²	
343	4' MSC 200	Each	1928. ⁰⁵	
344	5' MSC 200	Each	2006. ⁶⁹	
HYDRANT EXTENSION / MUELLER IMPROVED AD B-84-B, B-62-B				
345	6" MI	Each	242. ²⁰	NO
346	12" MI	Each	294. ⁴⁵	↓
347	18" MI	Each	327. ⁸⁴	
348	6" AD B-84-B	Each	153. ⁰⁰	
349	12" AD B-84-B	Each	177. ⁷⁹	
350	18" AD B-84-B	Each	202. ⁴⁵	
351	6" AD B-62-B	Each	169. ⁸⁵	
352	12" AD B-62-B	Each	202. ⁴⁵	
353	18" AD B-62-B	Each	232. ⁷⁹	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
SS BOLTS				
354	3/4" X 2 1/2" BOLTS SS	Each	3.00	NO
355	3/4" NUTS SS	Each	.82	
356	5/8" X 3" BOLTS SS	Each	4.00	
357	5/8" NUTS SS	Each	.90	
358	1/2" X 3" SS	Each	5.00	
359	1/2" NUTS SS	Each	1.00	
FIRE HYDRANT F TO M REDUCER (HOSE CONNECTOR)				
360	2-1/2" x 2"	Each	12.01	NO
AUTO FLUSHER				
361	2"	Each	2526.82	NO
CHECK VALVES				
362	2" SWING BRASS F X F	Each	40.38	NO
STAINLESS STEEL AIR RELIEVE VALVES				
363	2"	Each	260.00	NO
BARRELL LOCKS				
364	TAMPER PROOF	Each	51.26	NO
365	TAMPER PROOF KEYS	Each	2.42	NO
METER WASHERS				
366	3/4" X 1/16" FIBER	Each	.06	NO
367	1" X 1/16" FIBER	Each	.95	
368	3/4" X 1/8" RUBBER	Each	.16	
369	1" X 1/8" RUBBER	Each	2.00	
370	1 1/2" DROP GASKETS RUBBER	Each	1.00	
371	2" DROP GASKETS RUBBER	Each	1.00	
WILKINS ZURN BACKFLOW PREVENTER				
372	2" REDUCED PRESSURE FNPT X FNPT	Each	588.10	NO
FIRE HOSE PIN LUG SWIVEL ADAPTER				
373	2 1/2" X 2"	Each	1.59	NO
HYDRANT REPAIR KITS MUELLER IMPROVED (BEFORE 1972)				
374	BONNETT REPAIR KIT	Each	27.00	NO
375	BREAKAWAY KIT	Each	113.72	
376	1' RISER	Each	297.00	
377	2' RISER	Each	379.00	
378	MAIN VALVE KIT	Each	542.00	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
MUELLER SUPER CENTURION 200				
379	BONNETT REPAIR KIT	Each	36. ⁰²	NO
380	BREAKAWAY KIT	Each	106. ⁰⁰	
381	1' RISER	Each	269. ²⁵	
382	2' RISER	Each	340. ⁰⁰	
383	MAIN VALVE KIT	Each	333. ⁰⁰	↓
384	HYDRANT LUBRICANT (1 Gallon)	Each	27. ⁷⁴	
385	WHITE FOOD GREASE	Each	12. ⁰⁰	
AMERICAN DARLING B-84-B				
386	BONNETT REPAIR KIT	Each	55. ⁰⁰	NO
387	BREAKAWAY KIT	Each	90. ¹⁹	↓
388	1' RISER	Each	149. ⁰⁰	
389	2' RISER	Each	220. ⁰⁰	
390	MAIN VALVE KIT	Each	NIC	
AMERICAN DARLING B-62-B				
391	BONNETT REPAIR KIT	Each	49. ⁰²	NO
392	BREAKAWAY KIT	Each	105. ⁰²	↓
393	MAIN VALVE KIT	Each	400. ⁰⁰	
TRUE TAPPING VALVES (FLANGE X MJ) RESILIENT SEATED OPEN LEFT				
394	4"	Each	444. ⁶⁷	NO
395	6"	Each	627. ⁸³	↓
396	9"	Each	931. ⁸⁹	
397	10"	Each	1705. ³⁷	
398	12"	Each	2122. ⁸⁴	
GATE VALVES MJ X MJ RESILIENT SEATED (OPEN LEFT - AWWA C515)				
399	3"	Each	312. ⁶⁹	NO
400	4"	Each	348. ⁷²	↓
401	6"	Each	444. ⁸⁰	
402	9"	Each	708. ⁴³	
403	10"	Each	1104. ⁵⁷	
404	12"	Each	1397. ⁶⁸	
GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT - AWWA C515)				
405	4"	Each	346. ⁰¹	NO
406	6"	Each	447. ²¹	NO

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
GATE VALVES MJ X FLANGE RESILIENT SEATED (OPEN LEFT (AWWA C515) (Continued)				
407	8"	Each	684.18	NO
408	10"	Each	1104.57	NO
409	12"	Each	1333.57	NO
GATE VALVES FLANGE X FLANGE RS OL				
410	3"	Each	309.22	NO
411	4"	Each	345.53	
412	6"	Each	461.91	
413	8"	Each	721.81	
414	10"	Each	1147.03	
415	12"	Each	1384.87	✓
ALL SS REPAIR CLAMP SECTION FULL CIRCLE CLAMPS				
416	30" PIPE OD 32.00 32.74	Each	717.90	NO
417	20" PIPE OD 21.60 X 12"	Each	657.64	
418	16" PIPE OD 17.40-19.19 X 12"	Each	450.06	
419	16" PIPE OD 17.40-19.19 X 15"	Each	520.00	
420	12" PIPE OD 13.20-14.44 X 12"	Each	226.33	
421	12" PIPE OD 13.20-14.44 X 15"	Each	421.77	
422	10" PIPE OD 11.10-12.22 X 12"	Each	304.38	
423	10" PIPE OD 11.10-12.22 X 15"	Each	386.70	
424	8" PIPE OD 9.05-9.74 X 7-1/2"	Each	115.01	
425	8" PIPE OD 9.05-9.74 X 12"	Each	173.41	
426	8" PIPE OD 9.05-9.74 X 15"	Each	225.35	
427	6" PIPE OD 6.90-7.56 X 7-1/2"	Each	102.61	
428	6" PIPE OD 6.90-7.56 X 12"	Each	152.44	
429	6" PIPE OD 6.90-7.56 X 15"	Each	193.21	
430	6" PIPE/STEEL (PVC) 6.30 OD 7-1/2"	Each	99.23	
431	6" PIPE/STEEL (PVC) 6.30 OD 12"	Each	151.12	
432	6" PIPE/STEEL (PVC) 6.30 OD 15"	Each	187.27	
433	4" PIPE OD 4.80-5.57 X 7-1/2"	Each	88.21	
434	4" PIPE OD 4.80-5.57 X 12"	Each	135.20	
435	4" PIPE OD 4.80-5.57 X 15"	Each	163.18	
436	4" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	87.45	
437	4" STEEL (PVC) OD 4.50-5.00 X 12"	Each	134.27	
438	3" STEEL (PVC) OD 4.50-5.00 X 7-1/2"	Each	72.90	✓

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
FULL IRON CLAMP FOR CAST IRON PIPE				
439	2" x 7-1/2"	Each	45.87	NO
440	2" x 12"	Each	73.88	NO
DRESSER COUPLING FOR GALVANIZED PIPE				
441	2"	Each	31.94	NO
442	1-1/2"	Each	28.19	NO
443	1"	Each	21.19	NO
444	3/4"	Each	22.54	NO
REDI CLAMPS FOR GALVANIZED PIPE (SMITH & BLAIR 245)				
445	2" x 6"	Each	11.72	NO
446	1-1/2" x 6"	Each	11.16	↓
447	1" x 6"	Each	9.74	
448	3/4" x 6"	Each	9.16	
449	2" x 3"	Each	6.48	
450	1-1/2" x 3"	Each	5.93	
451	1" x 3"	Each	5.37	
452	3/4" x 3"	Each	4.91	
SMITH, BLAIR-COUPLING FOR CAST IRON PIPE 441				
453	2" OD 2.34-2.63	Each	30.37	NO
454	3" OD 3.80-3.96	Each	49.89	↓
455	4" OD 4.80-5.10	Each	62.37	
456	6" OD 6.90-7.22	Each	79.99	
457	8" OD 8.99-9.45	Each	101.12	
458	10" OD 11.10-11.60	Each	140.39	
459	12" OD 13.10-13.50	Each	169.04	
MAXI COUPLING AC TO PVC C 900 PIPE SMITH & BLAIR				
460	4" OD 4.74-5.57	Each	79.77	NO
461	6" OD 6.59-7.60	Each	112.47	↓
462	8" OD 8.90-9.84	Each	131.55	
463	10" OD 10.70-11.38/11.4	Each	164.98	
464	12" OD 13.10 - 13.50	Each	195.15	
465	16" OD	Each	594.86	
466	20" OD	Each	485.28	
HYMAX COUPLINGS				
467	6" OD range 6.42-7.68	Each	191.30	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
HYMAX COUPLINGS (Continued)				
468	8" OD range 8.54-9.84	Each	216.52	NO
469	10" OD range 10.96-12.2	Each	272.61	NO
470	12" OD range 13.15-14.4	Each	392.63	NO
SMITH, BLAIR-COUPLING FOR GALVANIZED PIPE				
471	2" (411-00000263.900)	Each	31.94	NO
472	1-1/2" (411-00019001-00)	Each	27.46	NO
473	1 1/4"	Each	23.11	NO
POLYETHYLENE TUBING SDR-9 (Per Linear Foot)				
474	3/4"	Linear Feet	20¢	NO
475	1"	Linear Feet	30¢	NO
476	1-1/2"	Linear Feet	.65	NO
477	2"	Linear Feet	1.05	NO
WATER & SEWER PIPE SECTION (Per Linear Foot)				
478	3/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.18	NO
479	1" PVC Pipe Sch 40 w/Bell	Linear Feet	.27	
480	1 1/4" PVC Pipe Sch 40 w/Bell	Linear Feet	.40	
481	1 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	.46	
482	2" PVC Pipe Sch 40 w/Bell	Linear Feet	.55	
483	2" PVC Pipe Sch 26 w/Bell	Linear Feet	.32	
484	2 1/2" PVC Pipe Sch 40 w/Bell	Linear Feet	1.37	
485	3" PVC Pipe Sch 40 w/Bell	Linear Feet	1.02	
486	4" PVC Pipe Sch 40 w/Bell	Linear Feet	1.54	
487	6" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	1.97	
488	6" PVC Pipe SDR 35 w/ Bell & Gasket	Linear Feet	1.49	
489	8" PVC Pipe Sch 26 w/Bell & Gasket	Linear Feet	3.56	
490	8" PVC Pipe Sch 35 w/Bell & Gasket	Linear Feet	2.47	
491	10" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	5.58	
492	10" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	4.19	
493	12" PVC Pipe SDR 26 w/Bell & Gasket	Linear Feet	7.95	
494	12" PVC Pipe SDR 35 w/Bell & Gasket	Linear Feet	6.01	
495	4" PVC Pipe C-900 DR 18	Linear Feet	1.89	
496	6" PVC Pipe C-900 DR 18	Linear Feet	3.73	
497	8" PVC Pipe C-900 DR 18	Linear Feet	6.47	
498	10" PVC-Pipe C-900 DR 18	Linear Feet	9.70	
499	12" PVC-Pipe C-900 DR 18	Linear Feet	13.69	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
WATER & SEWER PIPE SECTION - Continued (Per Linear Foot)				
500	16" PVC Pipe C-900 DR 18	Linear Feet	N/A	/
501	20" PVC-Pipe C-900 DR 18	Linear Feet	N/A	
502	24" PVC-Pipe C-905 DR 18	Linear Feet	N/A	
DUCTILE IRON PIPE (Per Linear Foot)				
503	12"	Linear Feet	30.31	No ↓
504	10"	Linear Feet	23.46	
505	8"	Linear Feet	19.95	
506	6"	Linear Feet	15.00	
507	4"	Linear Feet	19.59	
508	3"	Linear Feet	N/A	
SEWER MAIN FITTINGS				
509	8" x 6" Wye SDR 26	Each	50.87	No ↓
510	10" x 6" Wye SDR 26	Each	113.72	
511	12" x 6" Wye SDR 26	Each	161.34	
512	8" x 10" SDR 26 TEES	Each	160.20	
513	10" x 6" SDR 26 TEES	Each	105.49	
514	12" x 6" SDR 26 TEES	Each	15.32	
515	6" PVC Coupling SDR 35	Each	25.12	
516	6" PVC Coupling SDR 26	Each	25.12	
517	8" PVC Coupling SDR 35	Each	38.96	
518	8" PVC Coupling SDR 26	Each	38.96	
519	10" PVC Couplings SDR 26	Each	73.72	
520	10" PVC Couplings SDR 35	Each	73.72	
521	12" PVC Couplings SDR 26	Each	107.03	
522	12" PVC Couplings SDR 35	Each	107.03	
SHIELDED SEWER COUPLERS				
523	4" Clay to PVC	Each	23.22	No ↓
524	4" PVC to PVC	Each	15.15	
525	4" Concrete to PVC	Each	22.70	
526	6" Clay to PVC	Each	29.54	
527	6" PVC to PVC	Each	29.54	
528	6" Concrete to PVC	Each	46.03	
529	8" Clay to PVC	Each	44.80	
530	8" PVC to PVC	Each	43.86	

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#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
SHIELDED SEWER COUPLERS (Continued)				
531	8" Concrete to PVC	Each	58.51	↕
532	10" Clay to PVC	Each	58.27	
533	10" PVC to PVC	Each	58.27	
534	10" Concrete to PVC	Each	58.27	
535	12" Clay to PVC	Each	71.33	
536	12" PVC to PVC	Each	71.33	
537	12" Concrete to PVC	Each	100.70	
CONCRETE MANHOLES WITH BUTAMASTIC COATING				
538	3 FT Wall	Each	N/A	
539	4 FT Wall	Each	N/A	
540	6 FT Wall	Each	N/A	
541	8 FT Wall	Each	N/A	
542	10 FT Wall	Each	N/A	
543	12 FT Wall	Each	N/A	
CONCRETE RISERS DONUT				
544	2" x 23-1/2"	Each	14.39	↕
545	3" x 23-1/2"	Each	17.34	
546	2" x 24"	Each	14.57	
547	3" x 24"	Each	25.13	
548	2" x 36"	Each	29.00	
549	3" x 36"	Each	39.00	
550	2" Metal	Each	N/A	
551	3" Metal	Each	N/A	
552	4" Metal	Each	N/A	
553	6" Metal	Each	N/A	
554	2' Concrete	Each	N/A	
555	3" Concrete	Each	N/A	
556	4" Concrete	Each	N/A	
557	6" Concrete	Each	N/A	
PAM REX RIM & COVER				
558	24"	Each	634.44	↕
559	32"	Each	980.14	
560	36"	Each	1,688.54	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
COMPOSITE RIM & COVER				
561	24"	Each	628.56	no
562	32"	Each	971.04	↓
563	36"	Each	1657.27	↓
SEWER RING & COVER				
564	23-1/2" Manhole Inflow Protection	Each	24.24	no
565	35" Manhole Inflow Protection	Each	N/A	↓
566	24" Manhole Inflow Protection	Each	29.70	
567	32" Manhole Inflow Protection	Each	58.73	
568	36" Manhole Inflow Protection	Each	N/A	
569	16 - 1/4" Rim & Cover #V- (Or Approved Equal)	Each	N/A	
570	23 - 1/2" Manhole Cover Only	Each	113.70	
571	25 - 1/4" Manhole Cover Only	Each	N/A	
572	25 - 1/2" Manhole Covers Only	Each	N/A	
SEWER TAP SUPPLIES SECTION				
573	4" PVC Couplings Sch 40	Each	2.26	no
574	4" PVC Cleanout Threaded	Each	3.00	↓
575	4" PVC Cleanout Caps Sch 40	Each	1.75	
575	4" PVC 1/16 Bends Sch 40	Each	4.52	
576	4" PVC 1/8 Bends Sch 40	Each	5.08	
576	4" PVC 90 Bend Sch 40	Each	6.46	
577	4" Clay to PVC Rubber Hub	Each	3.88	
577	4" Cast Iron to PVC Rubber	Each	3.93	
578	4" Double Sweep Sanitary Sweep Tee PVC	Each	12.77	
578	4" Two Way Cleanout Tee PVC	Each	14.30	
579	4" PVC Saddle Kit Sch 40	Each	12.77	
579	4" PVC" Y" Sch 40	Each	10.84	
580	4" Caps for End of Pipe	Each	3.33	
580	6" PVC Couplings SDR 26	Each	25.95	
581	6" PVC 1/16 Bends SDR 26	Each	29.39	
581	6" PVC 1/16 Bends SDR 35	Each	12.03	
582	6" PVC 1/8 Bends SDR 26	Each	22.09	
582	6" PVC 1/8 Bends SDR 35	Each	12.41	
583	6" PVC 90 Bends SDR 26	Each	22.90	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
SEWER TAP SUPPLIES SECTION (Continued)				
584	6' PVC 90 Bends SDR 35	Each	14.15	NO
585	6" Cleanout Threaded Coupling	Each	11.99	
586	6" Cleanout Caps	Each	5.63	
587	6" Clay to PVC Rubber	Each	7.60	
588	6" to 4" PVC Reducers SDR 26	Each	7.45	
589	6" PVC to Cast Iron Rubber	Each	7.52	
590	6" x 4" Saddle PVC Sch 40	Each	21.00	
591	6" PVC "Y" SDR 26	Each	43.24	
592	6" PVC "Y" SDR 35	Each	24.16	
593	6" Caps for End of Pipe	Each	4.72	
594	8" PVC "Y" SDR 26	Each	98.29	
595	8" PVC "Y" SDR 35	Each	66.32	
596	8" PVC 1/16 Bends SDR 26	Each	52.24	
597	8" PVC 1/16 Bends SDR 35	Each	35.04	
598	8" PVC 90 Bends SDR 26	Each	91.82	
599	8" PVC 90 Bends SDR 35	Each	34.53	
600	8" PVC Cleanout Tee SDR 26	Each	69.68	
601	8" PVC Cleanout Tee SDR 35	Each	41.54	
602	8" PVC 8" x 6" Reducer SDR 26	Each	40.63	
603	8" PVC 8" x 6" Reducer SDR 35	Each	40.63	
604	8" to 4" PVC Saddle SDR 26	Each	20.75	
605	8" to 4" PVC Saddle SDR 35	Each	19.29	
606	8" to 6" PVC Saddle SDR 26	Each	22.07	
607	8" to 6" PVC Saddle SDR 35	Each	20.10	
608	8" Caps for End of Pipe Sch	Each	20.09	
609	10" 1/16 Bends SDR 26	Each	102.18	
610	10" 1/16 Bends SDR 35	Each	20.81	
611	10" 1/8 Bends SDR 26	Each	92.21	
612	10" 90 Bends SDR 26	Each	144.56	
613	10" 90 Bends SDR 35	Each	114.94	
614	10" Cleanout Tee SDR 26	Each	176.53	
615	10" Cleanout Tee SDR 35	Each	150.27	
616	10" PVC 10" x 6" SDR 35 Saddle	Each	40.26	
617	10" PVC 10" x 4" SDR 35 Saddle	Each	33.75	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
SEWER TAP SUPPLIES SECTION (Continued)				
618	10" PVC 10" x 6" SDR 26 Saddle	Each	40.25	NO
619	10" PVC 10" x 4" SDR 26 Saddle	Each	33.73	
620	10" Caps for End of Pipe	Each	44.48	
621	10" PVC "Y" SDR 26	Each	44.48	
622	10" PVC "Y" SDR 35	Each	169.25	
623	12" 1/16 Bends PVC SDR 26	Each	108.06	
624	12" 1/16 Bends PVC SDR 35	Each	173.22	
625	12" 1/8 Bends PVC SDR 26	Each	130.98	
626	12" 1/8 Bends PVC SDR 35	Each	136.06	
627	12" 90 Bends PVC SDR 26	Each	137.00	
628	12" 90 Bends PVC SDR 35	Each	192.00	
629	12" x 6" PVC Saddles SDR 26	Each	46.33	
630	12" x 6" PVC Saddles SDR 35	Each	46.54	
636	12" x 4" PVC Saddles SDR 26	Each	41.40	
637	12" x 4" PVC Saddles SDR 35	Each	41.83	
638	12" Caps for End of Pipe	Each	63.80	
639	15" Coupling 26/35	Each	145.00	
640	15" 1/16 Bends 26/35	Each	280.00	
641	15" 1/2 Bends 26/35	Each	250.00	
642	15" 90 Bends 26/35	Each	307.54	
TEST BALL PLUGS				
643	4"-6" Test Ball Plug	Each	95.00	NO
644	6"-8" Test Ball Plug	Each	137.94	
645	8"-12" Test Ball Plug	Each	N/A	
646	10" - 16" Test Ball Plug	Each	N/A	
647	12"- 18" Test Ball Plug 8-16	Each	471.04	
648	15"-30" Test Ball Plug 12-24	Each	704.52	
649	20" - 36" Test Ball Plug	Each	N/A	
650	24" - 42" Test Ball Plug	Each	N/A	
BYPASS PLUGS				
651	6" - 8" Bypass Plug	Each	N/A	
652	8" - 10" Bypass Plug	Each	N/A	
653	8" - 12" Bypass Plug	Each	N/A	
654	12" - 18" Bypass Plug	Each	N/A	

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).

Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.

#	DESCRIPTION	UNIT	UNIT PRICE	PTPIM? Y/N
MISCELLANEOUS PIPE SUPPLIES				
655	Pipe Primer (Quarts)	Each	5.54	N
656	Pipe Cement (Quarts)	Each	8.87	↓
657	Pipe Lubricant (Quarts)	Each	3.21	
658	Pipe Sealant (Pints)	Each	4.00	
659	6" Source 1 Patch Kit	Each	540.00	
660	8" Source 1 Patch Kit	Each	600.00	
661	10" Source 1 Patch Kit	Each	660.00	
662	12" Source 1 Patch Kit	Each	720.00	
663	Source 1 Seal Guard	Each	625.00	
EAST JORDAN WATER MASTER 5CD250 FIRE HYDRANT W/STORZ NOZZLE - SS BOLTS				
664	2-1/2' EJWM 5CD250	Each	N/Q	
665	3' EJWM 5CD250	Each	N/Q	
666	4' EJWM 5CD250	Each	N/Q	
667	5' EJWM 5CD250	Each	N/Q	
OTHER CATALOG ITEMS				
Discount for miscellaneous items not listed:		↳ 10%		\$97,059.97

Note: For purposes of adjustments based on tariffs, the Unit Prices provided in all sections of this Pricing Form will operate as the Baseline Price(s).
Note: PTPIM?: Denote whether or not this is a Potentially Time and Price-Impacted Material/Item, subject to adjustment based on federal changes in tariffs.



CITY OF GALVESTON – BID # 20-002
ADDENDUM No. 1
BID 20-002 Municipal Pipe Parts and Fitting Materials

Date: 12/10/2019
To: Prospective Bidders
Subject: Addendum No. 1
Answers to Questions

This addendum forms part of the bidding and contract documents and modifies the original bidding documents dated 11/18/2019. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.

Line #361 - 2" Auto Flusher, is there any more description available?

Please see attachment.

Line #554-557 under Concrete Riser Donuts, can you provide the size of ring.23-1/2" / 24" / 36"???

Yes, please include all of this size.

Line #550-563 Still under Concrete riser Donuts, 2"/3"/4"/6" METAL RINGS...Can you provide the size of ring.23-1/2 / 24"/ 36"???

Yes, you have the right concrete donuts sizes and metal riser rings that is the correct sizes also.

What does PTPIM mean?

Please review Appendix J, Scope of Services, Cost-Based Adjustments due to Tariffs: "Potentially Time and Price-Impacted Materials(s)".

What type of pipe will these go on? Steel, PVC, Copper, Other?

Steel, PVC, HDPE AC

Do you want Carbon Steel Construction?

Yes.



CITY OF GALVESTON – BID # 20-002
ADDENDUM No. 1
BID 20-002 Municipal Pipe Parts and Fitting Materials

Do you want that with an Epoxy Coat?

Yes

Do you need these in 304 Stainless steel?

Yes.

Is Buna-N Gasket ok for all sizes?

Yes, all of this answer refer to Tapping Saddles.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature

Date

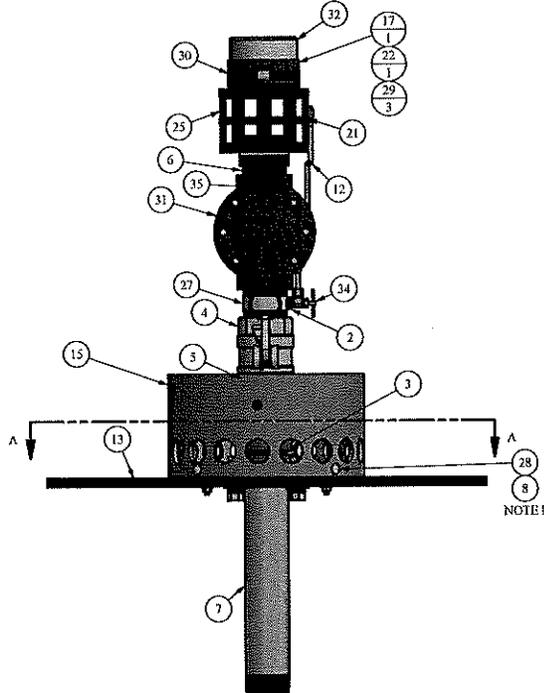
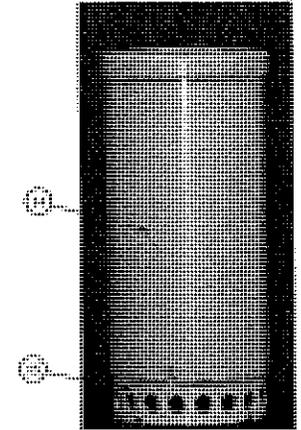
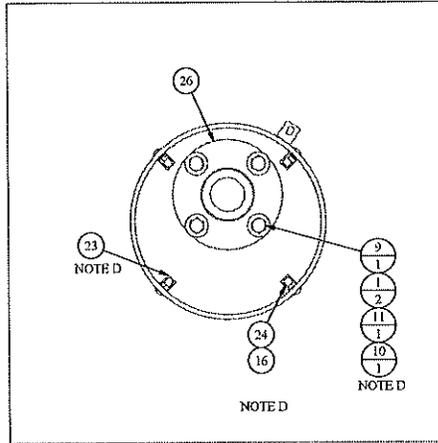
Printed Name

Company Name

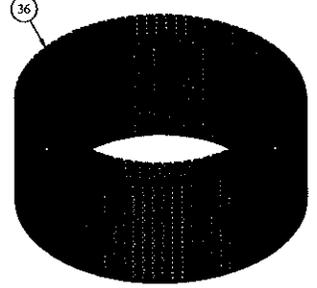
A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID

PATENTED

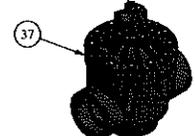
9400WC CUT SHEET



9469 DECHLORE BASKET



9516 PGV VALVE



X9400WC-UP ASSEMBLY



PARTS LIST				
ITEM	QTY	PART NUMBER	DESCRIPTION	NOTES
1	8	1/2WSS	1/2" S.S. FLAT WASHER	
2	1	1/4 X 1/8SHB	1/4" x 1/8" S.S. HEX BUSHING	
3	1	2PVC	2" SCH. 80 PVC COUPLING	
4	1	2QD-DSS	2" S.S. "D" QUICK DISCONNECT	
5	1	2QD-FSS	2" S.S. "F" QUICK DISCONNECT	
6	1	2SSCN	2" S.S. CLOSE NIPPLE	
7	1.19	2SSP	2" S.S. PIPE	
8	8	345-N-9400	1/4" S.S. NUT	
9	4	628A-R-SS	S.S. FLANGE BOLT	
10	4	629A-N-SS	S.S. FLANGE NUT	
11	4	7629	S.S. FLANGE LOCK WASHER	
12	1.33	88-7	1/4" COPPER TUBING	
13	1	9402WC	PLATFORM FOR 9400WC	C
14	1	9403	COVER FOR 9400	C
15	4	9404	BASE FOR 9400	C
16	4	9419	S.S. WASHER FOR MOUNTING BRACKET TO PLATFORM	
17	1	9431	CONTROLLER COVER (BOTTOM)	A,C
18	1	9432	VALVE COVER	A,C
19	1	9433	SOLENOID COVER	A,C
20	1	9434	CONTROLLER COVER (TOP)	A,C
21	1	9435	SAMPLING POINT COVER	C
22	1	9436	CONTROLLER WASHER	
23	4	9437	S.S. L BRACKET	
24	4	9438	S.S. BOLT FOR MOUNTING BRACKET TO PLATFORM	
25	1	9439	WATER DIVERTER	
26	1	9440	2" SCH. 80 PVC THREADED FLANGE	
27	1	9442	2" S.S. NIPPLE	
28	4	9470	S.S. BOLT FOR BASE TO MOUNTING BRACKET	
29	3	9471	SCREW FOR PLASTIC CAP	
30	1	9477	S.S. HOSE CLAMP FOR CONTROLLER	C
31	1	9515	2" ICV VALVE	C
32	1	9517	VALVE CONTROLLER	
33	2	9518	9 VOLT BATTERY	A
34	1	9824	90° BRASS NEEDLE VALVE	
35	1	HV458200	SOLENOID	
OPTIONS / REPAIR PARTS LIST				
36	0	9469	DE-CHLORINATION BASKET	C
37	0	9516	2" PGV VALVE	C
ICV PARTS LIST (6 BOLTS)				
*		HV365400	9515 VALVE SPRING	A,C
*		HV365500	9515 VALVE BODY	A,C
*		HV365900	9515 DIAPHRAGM SUPPORT	A,C
*		HV366700	9515 BONNET BOLT	A,C
*		HV371600	9515 E-CLIP RETAINER	A,C
*		HV374500	9515 DIAPHRAGM ASSEMBLY	A,C
*		HV380600	9515 BONNET	A,C
*		HV560800	9515 FLOW CONTROL ASSEMBLY	A,C
*		HV561200	9515 FLOW CONTROL KNOB	A,C
*		HV561500	9515/9516 BLEED SCREW	A,C
PGV PARTS LIST (12 BOLTS)				
*		HV412700	9516 FLOW CONTROL HANDLE	A,C
*		HV414200	9516 VALVE SPRING	A,C
*		HV414600	9516 FLOW CONTROL ASSEMBLY	A,C
*		HV414800	9516 DIAPHRAGM SUPPORT	A,C
*		HV415400	VALVE PLUG O-RING	A,C
*		HV415500	9516 BONNET	A,C
*		HV415600	9516 DIAPHRAGM ASSEMBLY	A,C
*		HV419300	BODY PLUG	A,C
*		HV433300	9516 VALVE BODY	A,C
*		HV472800	9516 BONNET SCREW	A,C

REPAIR KITS		
PART NUMBER	DESCRIPTION	PARTS INCLUDED
X9400WC-SAMPLING	9400WC SAMPLING POINT COMPLETE	1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1) 9517 CONTROLLER (1), 9518 BATTERY (2), 9434 CONTROLLER COVER (TOP) (1), 9431 CONTROLLER COVER (BOTTOM) (1), 9477 CLAMP (1), 9436 WASHER (1), 9471 SCREW (3), 9439 DIVERTER (1), 1/4 x 1/8SHB BUSHING (1), 9824 NEEDLE VALVE (1), 88-7 TUBING (1.33), 9435 SAMPLING POINT COVER (1), 9515 2" ICV VALVE (1), 9432 VALVE COVER (1), 9442 NIPPLE (1), 2QD-DSS DISCONNECT (1), 9433 SOLENOID COVER (1), 2SSCN 2" NIPPLE (1)
X9400WC-UP	9400WC UPPER ASSEMBLY	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 COVER (TOP) (1), HV458200 SOLENOID (1)
X9517	CONTROLLER WITH BATTERIES (WARM CLIMATES)	9517 CONTROLLER (1), 9518 BATTERY (2), 9434 COVER (TOP) (1), HV458200 SOLENOID (1)
OPTIONAL REPAIR KITS		
X380600	9515 BONNET COMPLETE	HV380600 BONNET (1), HV561200 KNOB (1), HV561500 BLEED SCREW (1), HV371600 E-CLIP (1), HV560800 FLOW CONTROL (1)

NOTE	DESCRIPTION
A	NOT SHOWN
C	SOLD AS REPLACEMENT PART
D	BOLT ASSEMBLY USED ON ALL SIMILAR HOLES/BRACKETS

DISCLAIMER
THIS DRAWING IS THE PROPERTY OF THE KUPPERLE FOUNDRY COMPANY. IT IS NOT TO BE USED OR DUPLICATED WITHOUT THE PERMISSION OF THE OWNER.

LEGEND	
(X) →	STANDARD TAG
(X) →	TAG WITH Y QUANTITY

DRAWN	SMS	10/25/2017		
CHECKED	DCL	7/31/2018		
MODIFIED				
SIZE	C	SCALE	1/5	
DWG NO	#9400WC Cut_Rev0		SHEET	REV
			1 OF 1	0

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		12500 Jefferson Avenue Newport News, VA 23602	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

City of Galveston is included as Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

City of Galveston is included as Additional Insured as respects to Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: RWCC65893952 EFF DATE: 05/01/2019 EXP DATE: 05/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	\$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	\$2,000,000
Per Statute	E.L. Disease-Each Emp	\$2,000,000

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
AC Wholesalers	Ferguson Valve & Automation
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Waterworks
Action Plumbing Supply (effective 7/15/2019)	Ferguson Waterworks - Municipal Pipe
ADL (effective 7/16/2018)	Ferguson Waterworks - Red Hed
Alaska Pipe & Supply	Ferguson Waterworks EPPCO
Andrews Lighting & Hardware Gallery	Ferguson Waterworks International
The Ar-Jay Center	Galleria Bath & Kitchen Showplace
Atlantic American Fire Equipment Company	Grand Junction Pipe (effective 9/24/2018)
Avallon Global	HM Wallace, Inc.
BAC Appliance Center	H. P. Products Corporation
Bath + Beyond	HP Logistic, Inc.
Bayport Partners, LLC	Improvement Brands Holdings, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Industrial Hub of the Carolinas
Brock-McVey (effective 7/30/2018)	Innovative Soil Solutions LLC (effective 7/29/2019)
Bruce-Rogers Company	James Martin Signature Vanities, LLC (effective 1/28/2019)
Build.com, Inc. (fka Improvement Direct, Inc.)	J&G Products
Cal-Steam	Jones Stephens Corp. (effective 8/13/2018)
Capital Distributing (effective 10/29/2018)	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
City Lights Design Showroom	J.D. Daddario Company
CFP	Joseph G. Pollard Co.
Clawfoot Supply, LLC	Karl's Appliances
Cline Contract Sales	Kitchen Art (effective 2/4/2019)
Custom Lighting & Hardware	Lakeland Plumbing Supply, LLC
Davies Water	Lighting Design Center
DBS Holdings, Inc.	Lighting Unlimited
Dealernet	Lincoln Products
Duhig Stainless (effective 3/12/2018)	Linwood Pipe and Supply
Energy & Process Corporation	Living Direct, Inc.
Equarius Waterworks, Meter & Automation Group	Louisiana Utilities Supply Company
Factory Direct Appliance	LUSCO
Ferguson Bath & Kitchen Gallery	Mahwah Realty, LLC
Ferguson Bath, Kitchen & Lighting Gallery	Maskir Properties Inc.
Ferguson.com	Matera Paper Company, Inc.
Ferguson CESCO, Inc.	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Direct	McFarland Supply
Ferguson Enterprises, Inc.	Michigan Meter
Ferguson Facilities Supply (FEI)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply (for Matera Paper -TX only)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication, Inc.	Myers HVAC Supply
Ferguson Fire & Fabrication International	National Fire Products
Ferguson Heating & Cooling	New Jersey Plumbing Group, LLC
Ferguson Hospitality Sales	New York Plumbing Designs, LLC
Ferguson HVAC – Air Cold	North Point Plumbing Supply, LLC
Ferguson HVAC – EastWest Air	Orange County Plumbing Group, LLC
Ferguson HVAC – Lyon Conklin	Palm Designs LLC
Ferguson Integrated Services	PCS Industries
Ferguson International	PL Sourcing
Ferguson Panama, S.A.	Plumb Source
Ferguson Parts & Packaging	Plumbing Décor

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
<u>Entity Name</u>	<u>Entity Name</u>
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	
Wolseley de Puerto Rico, Inc.	
Wolseley Financial Services	
Wolseley Industrial Group	
Wolseley Integrated de Mexico S.A. de C.V.	
Wolseley Investments North America, Inc.	
Wolseley Investments, Inc.	
Wolseley NA Construction Services, LLC	
Wolseley NA Finance, Inc.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented by you.</p> <p>However, the insurance provided will not exceed the lesser of:</p> <ul style="list-style-type: none">.The coverage and/or limits of this policy, or.The coverage and/or limits required by said contract or agreement.	<p>All locations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-574420

Date Filed:
01/07/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ferguson Waterworks
Humble, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

COG-CON-20-009
Utilities Construction Materials

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Paulino Miranda, and my date of birth is 02/11/1993.

My address is 15711 Eastex Freeway, Humble, TX, 77396, Harris.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 7th day of January, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		12500 Jefferson Avenue Newport News, VA 23602	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

City of Galveston is included as Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

City of Galveston is included as Additional Insured as respects to Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

INSURER AFFORDING COVERAGE: ACE American Insurance Company **NAIC#:** 22667
POLICY NUMBER: RWCC65893952 **EFF DATE:** 05/01/2019 **EXP DATE:** 05/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	\$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	\$2,000,000
Per Statute	E.L. Disease-Each Emp	\$2,000,000

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
AC Wholesalers	Ferguson Valve & Automation
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Waterworks
Action Plumbing Supply (effective 7/15/2019)	Ferguson Waterworks - Municipal Pipe
ADL (effective 7/16/2018)	Ferguson Waterworks - Red Hed
Alaska Pipe & Supply	Ferguson Waterworks EPPCO
Andrews Lighting & Hardware Gallery	Ferguson Waterworks International
The Ar-Jay Center	Galleria Bath & Kitchen Showplace
Atlantic American Fire Equipment Company	Grand Junction Pipe (effective 9/24/2018)
Avallon Global	HM Wallace, Inc.
BAC Appliance Center	H. P. Products Corporation
Bath + Beyond	HP Logistic, Inc.
Bayport Partners, LLC	Improvement Brands Holdings, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Industrial Hub of the Carolinas
Brock-McVey (effective 7/30/2018)	Innovative Soil Solutions LLC (effective 7/29/2019)
Bruce-Rogers Company	James Martin Signature Vanities, LLC (effective 1/28/2019)
Build.com, Inc. (fka Improvement Direct, Inc.)	J&G Products
Cal-Steam	Jones Stephens Corp. (effective 8/13/2018)
Capital Distributing (effective 10/29/2018)	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
City Lights Design Showroom	J.D. Daddario Company
CFP	Joseph G. Pollard Co.
Clawfoot Supply, LLC	Karl's Appliances
Cline Contract Sales	Kitchen Art (effective 2/4/2019)
Custom Lighting & Hardware	Lakeland Plumbing Supply, LLC
Davies Water	Lighting Design Center
DBS Holdings, Inc.	Lighting Unlimited
Dealernet	Lincoln Products
Duhig Stainless (effective 3/12/2018)	Linwood Pipe and Supply
Energy & Process Corporation	Living Direct, Inc.
Equarius Waterworks, Meter & Automation Group	Louisiana Utilities Supply Company
Factory Direct Appliance	LUSCO
Ferguson Bath & Kitchen Gallery	Mahwah Realty, LLC
Ferguson Bath, Kitchen & Lighting Gallery	Maskir Properties Inc.
Ferguson.com	Matera Paper Company, Inc.
Ferguson CESCO, Inc.	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Direct	McFarland Supply
Ferguson Enterprises, Inc.	Michigan Meter
Ferguson Facilities Supply (FEI)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply (for Matera Paper -TX only)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication, Inc.	Myers HVAC Supply
Ferguson Fire & Fabrication International	National Fire Products
Ferguson Heating & Cooling	New Jersey Plumbing Group, LLC
Ferguson Hospitality Sales	New York Plumbing Designs, LLC
Ferguson HVAC – Air Cold	North Point Plumbing Supply, LLC
Ferguson HVAC – EastWest Air	Orange County Plumbing Group, LLC
Ferguson HVAC – Lyon Conklin	Palm Designs LLC
Ferguson Integrated Services	PCS Industries
Ferguson International	PL Sourcing
Ferguson Panama, S.A.	Plumb Source
Ferguson Parts & Packaging	Plumbing Décor

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
<u>Entity Name</u>	<u>Entity Name</u>
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	
Wolseley de Puerto Rico, Inc.	
Wolseley Financial Services	
Wolseley Industrial Group	
Wolseley Integrated de Mexico S.A. de C.V.	
Wolseley Investments North America, Inc.	
Wolseley Investments, Inc.	
Wolseley NA Construction Services, LLC	
Wolseley NA Finance, Inc.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented by you.</p> <p>However, the insurance provided will not exceed the lesser of:</p> <ul style="list-style-type: none">.The coverage and/or limits of this policy, or.The coverage and/or limits required by said contract or agreement.	<p>All locations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
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However:

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