

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH FERGUSON ENTERPRISES, LLC, AS PRIMARY VENDOR FOR SECTIONS A-P AND R, CORE & MAIN LP AS THE SECONDARY VENDOR FOR SECTIONS A-N AND R, AND METRON FARNIER, LLC, AS PRIMARY VENDOR FOR SECTION Q, FOR THE PURCHASE OF WATER AND WASTEWATER INVENTORY PARTS TO BE STOCKED IN THE CITY OF DENTON WAREHOUSE; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8788 – AWARDED TO FERGUSON ENTERPRISES, LLC, CORE & MAIN LP, AND METRON FARNIER, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$12,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the purchase of water and wastewater inventory parts to be stocked in the City of Denton Warehouse; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AWARD</u>
8788	Ferguson Enterprises, LLC	Primary-Sections A-P & R
8788	Core & Main LP	Secondary-Sections A-N & R
8788	Metron Farnier, LLC	Primary – Section Q

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

RFP	8788
File Name	Water and Wastewater Inventory- (Ferguson)
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND FERGUSON ENTERPRISES, LLC
(Contract #8788)**

THIS CONTRACT is made and entered into this date _____, by and between Ferguson Enterprises, LLC a Virginia limited liability company whose address is 7125 Belton St., Fort Worth, TX 76118, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City’s RFP #8788 Water & Wastewater Inventory, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s RFP 8788 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “E”**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “F”**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as “Contract Documents.”

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

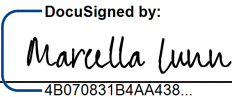
CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

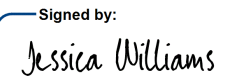
ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
DocuSigned by:
4B070831B4AA438...

THIS CONTRACT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

 _____
Signed by:
5E9AFB49FC1049C... Jessica Williams
SIGNATURE PRINTED NAME

Chief Financial Officer

TITLE

Finance

DEPARTMENT

CONTRACTOR

Signed by:
BY:  _____
582B911283AE490
AUTHORIZED SIGNATURE

Printed Name: Ryan Moore

Title: General Manager

214-507-4896

PHONE NUMBER

ryan.moore@ferguson.com

EMAIL ADDRESS

2025-1310448

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Contractor's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8%

limit per year. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed \$12,000,000.00.

Ferguson Enterprises, LLC is awarded as the primary contractor for Sections A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and R of RFP 8788, which sections A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and R only is awarded by this contract for the supply of A-Ductile Iron, B- Brass Adapters And Fittings, C-Adapters, Bends, Connectors, D - PVC Pipe; Water And Sewer, E- Water Meter Boxes, F -Manhole Lids, Rings, And Risers, G - Fire Hydrants, Extensions And Repair Kits, H-Bell Joint Leak Clamps, I-Repair Clamps, J-Flange, K – Brass Tapping Saddles, L-Stainless Steel Tapping Sleeves, M-Gate Valves, Ball Valves, Stops, N - Meter Resetters, O- Water Meter Vault Hatchways, P-Valve Boxes And Valve Box Extensions and R-Miscellaneous Inventory. Pricing shall be per Exhibit E attached.

Secondary contractor will be called if the Primary contractor fails to provide the supplies requested.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

Contract 8788 Ferguson Enterprises

8. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit B
City of Denton's RFP #8788

On File at the Office of the Purchasing Agent

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA") ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if Contract 8788 Ferguson Enterprises

applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
- iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or Contract 8788 Ferguson Enterprises

electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer. G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. TRAVEL EXPENSES: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have Contract 8788 Ferguson Enterprises

electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. WARRANTY – TITLE: THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the Contract 8788 Ferguson Enterprises

U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, Contract 8788 Ferguson Enterprises

losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. FRAUD: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. LIMITATION OF LIABILITY: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. INSURANCE: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the Contract 8788 Ferguson Enterprises

Solicitation and the Insurance Exhibit.

35. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. INDEMNIFICATION AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

delivery of such deliverables to the City or at such other time as the City may request.

C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Contract 8788 Ferguson Enterprises

solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either
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the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

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for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. EQUAL OPPORTUNITY Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

60. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. PREVAILING WAGE RATES: The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. DRUG FREE WORKPLACE: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. RECORDS RETENTION: The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. AUTHORITY: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

8788 Water & Wastewater Inventory
Exhibit E

**Ferguson
Waterworks**

Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit
1	For all lines the preferred manufacturer is listed but some line					
2	SECTION A: DUCTILE IRON - C110 FULL BODY DOMESTIC ONLY					
3	BEND DUCTILE MJXMJ 8inch(s)X 11 1/4 DUCTILE C110, FULL BODY, TYLER	Tyler Union	8-C110-MJ-11 1/4	5	EA	\$516.67
4	BEND, DUCTILE 6inch(s) X 22 1/2	Tyler Union	6-C110-MJ-22 1/2	5	EA	\$348.75
5	BEND, DUCTILE 6inch(s) X 90 DEG MJ	Tyler Union	6-C110-MJ-90 DEG MJ	15	EA	\$342.29
6	BEND, DUCTILE 6inch(s)X45 CAST IRON	Tyler Union	6-C110-MJ-45	40	EA	\$296.28
7	BEND, DUCTILE 8inch(s) MJ 90 DEG C110 FULL BODY DOMESTIC	Tyler Union	8-C110-MJ-90	10	EA	\$667.64
8	BEND, DUCTILE 8inch(s)X22 1/2 C.I.	Tyler Union	8-C110-MJ-22 1/2	10	EA	\$540.08
9	BEND, DUCTILE 8inch(s)X45 CAST IRON TYLER DUCTILE 8X45	Tyler Union	8-C110-MJ-45	30	EA	\$433.52
10	BEND, DUCTILE 90 12inch(s) MJ C110 FULL BODY DOMESTIC	Tyler Union	12-C110-MJ-90	5	EA	\$1,307.81
11	BEND DUCTILE 11 1/4 X 12inch(s)^ MJ DOMESTIC C110	Tyler Union	12-C110-MJ-11 1/4	5	EA	\$1,040.60
12	BEND,DUCTILE 12inch(s) X 22 1/2 C.I	Tyler Union	12-C110-MJ-22 1/2	10	EA	\$1,040.60
13	BEND,DUCTILE 12inch(s)X45 CAST IRON	Tyler Union	12-C110-MJ-45	15	EA	\$1,083.39
14	BLIND FLANGE 10inch(s) C110 USA P401	Tyler Union	FLG-10-BLND	2	EA	\$284.98
15	BLIND FLANGE 16inch(s) C110 USA P401	Tyler Union	FLG-16-BLND	2	EA	\$786.48
16	PIPE CAP MJ 12inch(s)	Tyler Union	CAP-12-MJ	10	EA	\$314.84
17	PIPE CAP MJ 8inch(s)	Tyler Union	CAP-8-MJ	20	EA	\$179.18
18	PIPE, CAP MJ 4inch(s)	Tyler Union	CAP-4-MJ	5	EA	\$83.96
19	PIPE, CAP MJ 6inch(s)	Tyler Union	CAP-6-MJ	35	EA	\$129.17
20	PLUG,PUSH IN FOR 8inch(s) DUCTILE	Tyler Union	PIP-8	5	EA	\$186.49
21	PLUG,PUSH IN FOR 12inch(s) DUCTILE +	Tyler Union	PIP-12	2	EA	\$347.14
22	PLUG,PUSH IN FOR 6inch(s) DUCTILE +	Tyler Union	PIP-6	5	EA	\$104.15
23	REDUCER, MJ DUCTILE 12inch(s)X8inch(s) DOMESTIC C110	Tyler Union	12X8-RED-C110-MJ	2	EA	\$885.61
24	REDUCER, MJXMJ 6inch(s)X4inch(s) TYLER, C-110 FULL BODY	Tyler Union	6X4-RED-C110-MJ	5	EA	\$325.34
25	REDUCER, MJ DUCTILE 8inch(s) X 6 MJ X MJ, C110, DOMESTIC	Tyler Union	8X6-RED-C110-MJ	15	EA	\$481.96
26	SLEEVE, SOLID MJ 12inch(s) X 12inch(s)	Tyler Union	12X12-SLV-C110-SOL	15	EA	\$773.39
27	SLEEVE, SOLID MJ 3inch(s) X 12inch(s) ^ DOMESTIC C110	Tyler Union	3X12-SLV-C110-SOL	2	EA	\$230.89
28	SLEEVE, SOLID MJ 4inch(s) X 12inch(s)	Tyler Union	4X12-SLV-C110-SOL	10	EA	\$230.89
29	SLEEVE, SOLID MJ 6inch(s) X 12inch(s)	Tyler Union	6X12-SLV-C110-SOL	30	EA	\$256.72
30	SLEEVE, SOLID MJ 8inch(s) X 12inch(s)	Tyler Union	8X12-SLV-C110-SOL	30	EA	\$334.22
31	TEE 8inch(s)X8inch(s)X8inch(s) MJXFLXMJ TYLER, C-110 DOMESTIC	Tyler Union	8X8-TEE-C110-MJXFL	10	EA	\$945.34
32	TEE, 12X12X12 (MJXFLXMJ)	Tyler Union	12X12-TEE-C110-MJXFL	5	EA	\$2,072.32
33	TEE, 12X12X8 (MJXMJXFL) DI DOMESTIC C110	Tyler Union	12X8-TEE-C110-MJXFL	10	EA	\$1,812.38
34	TEE, 12X6X12 (MJXFLXMJ)	Tyler Union	12X6-TEE-C110-MJXFL	30	EA	\$1,799.46
35	TEE, 6 x 6 x 6 (MJ X FL X MJ)	Tyler Union	6X6-TEE-C110-MJXFL	5	EA	\$596.59
36	TEE, 8X6X8 (MJXFLXMJ)	Tyler Union	8X6-TEE-C110-MJXFL	25	EA	\$832.32
37	TEE, 12X12X12 (MJXMJXMJ) ^ DOMESTIC C110	Tyler Union	12X12-TEE-C110-MJXMJ	2	EA	\$2,189.38
38	TEE, 16x16x16 (MJxFLxMJ) DI ^ DOMESTIC C110	Tyler Union	16X16-TEE-C110-MJXFL	2	EA	\$3,921.02
39	TEE, FLANGE 12inch(s)X12inch(s)X4inch(s) ^ DOMESTIC C110, FULL BODY	Tyler Union	12X4-TEE-C110-MJXFL	2	EA	\$1,730.84
40	VALVE PLUG M.J. 4inch(s)	Tyler Union	MJ-4-PLG	5	EA	\$70.24
41	VALVE PLUG MJ 6inch(s)	Tyler Union	MJ-6-PLG	10	EA	\$104.15
42	VALVE PLUG MJ 8inch(s)	Tyler Union	MJ-8-PLG	5	EA	\$186.49
43	Discount off List Price for Special Order Items in this category not mentioned above.					15.0%
44	SECTION B: BRASS ADAPTERS AND FITTINGS ; Brass fittings for water service shall conform to AWWA C800 standards. ; Potable water only. Irrigation brass is not acceptable. Ford, Mueller, Merit Brass Acceptable					
45	ADAPTER, METER 3/4inch(s) X 1	Mueller	H-10879-254N	1100	PR	\$27.93
46	ANGLE BALL VALVE 2inch(s), FLNG-IP	Ford	BFA13-777W	5	EA	\$296.16

47	CONNECTOR ELL, 2inch(s) 90DEG PJXPJ+	Ford	L44-77-NL	10	EA	\$218.90
48	CONNECTOR WATER 1 1/2inch(s) MIP-PJ	Ford	C84-66-NL	20	EA	\$54.07
49	CONNECTOR WATER 1 1/2inch(s) PJ-PJ	Ford	C44-66-NL	15	EA	\$77.70
50	CONNECTOR WATER 1inch(s) MIP-PJ	Ford	C84-44-NL	110	EA	\$19.74
51	CONNECTOR WATER 1inch(s) PJ-PJ	Ford	C44-44-NL	70	EA	\$23.22
52	CONNECTOR WATER 2inch(s) MIP-PJ	Ford	C84-77-NL	150	EA	\$78.78
53	CONNECTOR WATER 2inch(s) PJ-PJ	Ford	C44-77-NL	25	EA	\$104.88
54	CONNECTOR WATER 3/4inch(s) IP-PJ	Ford	C84-33NL	150	EA	\$16.67
55	CONNECTOR WATER 3/4inch(s) PJ-PJ	Ford	C44-33-NL	80	EA	\$20.30
56	COUPLING BRASS, 1 1/2inch(s) FEMALE	Merit Brass	NL111-24	15	EA	\$39.54
57	COUPLING BRASS, 2inch(s) FEMALE	Merit Brass	NL111-32	20	EA	\$65.38
58	COUPLING METER 2 BOLT 1 1/2inch(s)	Smith Blair	926000002500000	100	EA	\$50.87
59	COUPLING METER 2 BOLT 2inch(s)	Smith Blair	926000001900000	150	EA	\$61.68
60	COUPLING METER EXPANSION 3/4inch(s)	Mueller	H-14234-250N	25	EA	\$19.80
61	COUPLING, BRASS, 1inch(s) FIP-FIP	Merit Brass	NL111-16	35	EA	\$18.21
62	COUPLING, BRASS, 3/4inch(s) FEMALE	Merit Brass	NL111-12	80	EA	\$10.67
63	ELBOW, BRASS 3/4inch(s) X 90	Merit Brass	NL101-12	25	EA	\$12.15
64	ELBOW, BRASS 2inch(s) X 45	Merrit Brass	NL101-32	15	EA	\$69.50
65	ELBOW, BRASS, 1inch(s) X 90 F-F	Merit Brass	NL101-16	30	EA	\$19.77
66	ELBOW, BRASS, 1.5inch(s) X 90	Merit Brass	NL101-24	10	EA	\$46.65
67	ELBOW, BRASS, 2inch(s) X 90	Merit Brass	NL101-32	40	EA	\$69.50
68	FLANGE ADAPTER METER 1.5inch(s) BRAS	Mueller	H-10129-H-500N	5	EA	\$45.86
69	FLANGE ADAPTER, METER 2inch(s) BRASS	Mueller	H-10129-H-550N	30	EA	\$59.87
70	KEY, WATER METER BOX , BRASS	Bass & Hays	BKEY52	100	EA	\$15.10
71	KEY, WATER METER BOX LONG BRASS +	Bass & Hays	BKEY16	100	EA	\$48.55
72	NIPPLE METER, BRASS, 1X2.5inch(s)	Ford	C38-44-2-625-NL	100	EA	\$16.67
73	NIPPLE METER, BRASS, 1X3inch(s)	Ford	C38-44-3.5-NL	40	EA	\$21.96
74	NIPPLE METER, BRASS, 1X8.5inch(s)	Ford	C38-44-3-5-NL	50	EA	\$27.88
75	NIPPLE METER, BRASS, 3/4inch(s)X2.5inch(s)	Ford	C38-44-8-5-NL	60	EA	\$10.82
76	NIPPLE METER, BRASS, 3/4X3inch(s)	Ford	C38-23-3-NL	55	EA	\$13.13
77	NIPPLE METER, BRASS, 3/4X8.5inch(s)	Ford	C38-23-8-5-NL	950	EA	\$27.88
78	NIPPLE, BRASS, 1inch(s) ALL THREAD	Merit Brass	2016-001	40	EA	\$3.69
79	NIPPLE, BRASS 1inch(s) X 4inch(s)	Merit Brass	2016-400	30	EA	\$7.83
80	NIPPLE, BRASS 3/4inch(s) X 2inch(s)	Merit Brass	2012-200	30	EA	\$3.16
81	NIPPLE, BRASS, 2inch(s)X2inch(s) ALLTHREAD	Merit Brass	2132-001	50	EA	\$10.84
82	NIPPLE, BRASS, 1 1/2inch(s)X6inch(s)	Merit Brass	2124-600	25	EA	\$18.93
83	NIPPLE, BRASS, 1inch(s) X 2inch(s)	Merit Brass	2016-200	25	EA	\$4.56
84	NIPPLE, BRASS, 1inch(s)X 6inch(s)	Merit Brass	2016-600	15	EA	\$11.53
85	NIPPLE, BRASS, 1.5inch(s) X 2inch(s)	Merit Brass	2024-200	15	EA	\$7.66
86	NIPPLE, BRASS, 1.5inch(s) X 4inch(s)	Merit Brass	2024-400	20	EA	\$12.81
87	NIPPLE, BRASS, 2inch(s)X4inch(s)	Merit Brass	2132-400	40	EA	\$16.49
88	NIPPLE, BRASS, 2inch(s)X6inch(s)	Merit Brass	2132-600	60	EA	\$24.35
89	NIPPLE, BRASS, 3/4inch(s) ALLTHREAD 3/4 XCL STD BRASS NIPPLE	Merit Brass	2112-001	15	EA	\$2.50
90	NIPPLE, BRASS, 3/4inch(s) X 4inch(s)	Merit Brass	2112-400	20	EA	\$5.41
91	NIPPLE, BRASS, 3/4inch(s) X 6inch(s)	Merit Brass	2112-600	10	EA	\$7.90
92	NUT & GASKET ASSY, 1inch(s) PJ	Ford	NG-FF4	40	EA	\$7.51
93	PLUG BRASS 1inch(s)	Merit Brass	NL117-16	10	EA	\$12.15
94	PLUG BRASS 2inch(s)	Merit Brass	NL117-32	5	EA	\$34.93
95	PLUG BRASS 3/4inch(s)	Merit Brass	NL117-12	10	EA	\$7.29
96	PLUG BRASS 1 1/2inch(s) +	Merit Brass	NL117-24	5	EA	\$21.29
97	PLUG BRASS 3inch(s)	Merit Brass	NL117-48	10	EA	\$94.23
98	PLUG BRASS 4inch(s)	Merit Brass	NL117-64	10	EA	\$172.59
99	PLUNGER, METER BOX LID	Bass & Hays	PLUNGER51	75	EA	\$13.80
100	REDUCER BELL BRASS 1inch(s)X3/4inch(s)	Merit Brass	NL112-1612	25	EA	\$20.62
101	REDUCER BUSHING, BRASS, 2inch(s)X1inch(s)	Merit Brass	NL114-3216	50	EA	\$33.29
102	REDUCER BUSHING, BRASS, 1inch(s)X3/4inch(s) FEMALE TO MALE	Merit Brass	NL114-1612	25	EA	\$11.14
103	REDUCER BUSHING, BRASS, 2inch(s)X1.5inch(s)	Merit Brass	NL114-3224	10	EA	\$33.29
104	REDUCER BUSHNG BRASS 3/4X1/2inch(s)	Merit Brass	NL114-1208	5	EA	\$9.72
105	REDUCER BUSHNG, BRASS 1.5X3/4inch(s)	Merit Brass	NL114-2412	5	EA	\$26.99
106	REDUCER BUSHNG, BRASS, 1.5inch(s)X1inch(s)	Merit Brass	NL114-2416	5	EA	\$26.99
107	REDUCER BUSHNG, BRASS, 2inch(s)X3/4inch(s)	Merit Brass	NL114-3212	10	EA	\$33.29
108	TEE, BRASS, 1inch(s)	Merit Brass	NL106-16	15	EA	\$31.59

109	TEE, BRASS, 2inch(s)	Merit Brass	NL106-32	25	EA	\$88.20
110	TEE, BRASS, 3/4inch(s)	Merit Brass	NL106-12	5	EA	\$15.17
111	UNION, BRASS, 2inch(s)	Merit Brass	NL187-32	2	EA	\$135.51
112	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
113	SECTION C: PVC, ADAPTERS, BENDS, CONNECTORS					
114	ADAPTER 10inch(s)SDR-10inch(s)SDR35	GPk	156-ON10PK	5	EA	\$98.22
115	ADAPTER 4inch(s)SDR 35 - 4inch(s)SDR35	GPk	156ON4PK	450	EA	\$28.97
116	ADAPTER 6inch(s)SDR35-6inch(s)SDR35	GPk	156-ON6PK	70	EA	\$91.03
117	ADAPTER 8inch(s)SDR35-8inch(s) SDR35	GPk	156-ON8PK	40	EA	\$85.48
118	ADAPTER BUSHING, 4inch(s) DWV X SDR	Charlotte Pipe	PVC 118	30	EA	\$6.39
119	ADAPTER ECC. 10inch(s)C-10inch(s) SDR35	GPk	102-ON10PK	25	EA	\$88.51
120	ADAPTER ECC. 12inch(s)C-12inch(s) SDR35	GPk	102-ON12PK	5	EA	\$136.10
121	ADAPTER ECC. 4inch(s)C-4inch(s) SDR35	GPk	102-ON4PK	300	EA	\$33.52
122	ADAPTER ECC. 6inch(s)C-6inch(s)SDR35	GPk	102-ON6PK	200	EA	\$48.87
123	ADAPTER ECC. 8inch(s)C-8inch(s)SDR35	GPk	102-ON8PK	45	EA	\$67.24
124	ADAPTER, PVC FEMALE 3inch(s) SCH 40	Spears	SPEARS 435-030	10	EA	\$4.12
125	ADAPTER, PVC FEMALE 4inch(s) SCH 40	Spears	SPEARS 435-040	10	EA	\$6.82
126	BEND, 4inch(s) x 45 DEGREE BXB SDR 35	GPk	121-0004	35	EA	\$17.58
127	BEND, PVC 90 X 6inch(s) B X S	GPk	124-0006	5	EA	\$43.02
128	BEND, PVC 90 X 8inch(s) B x S	GPk	124-0008	5	EA	\$116.16
129	BEND, PVC, 22 1/2 X 4inch(s) BXB	GPk	117-0004	70	EA	\$17.57
130	BEND, PVC, 22 1/2 X 6inch(s) BXB +	GPk	117-0006	5	EA	\$34.59
131	BEND, PVC, 22 1/2 X 4inch(s) BXS	GPk	118-0004	175	EA	\$16.70
132	BEND, PVC, 22 1/2 X 6inch(s) BXS	GPk	118-0006	20	EA	\$32.84
133	BEND, PVC, 22 1/2 X 8inch(s) BXS	GPk	118-0008	5	EA	\$105.30
134	BEND, PVC, 45 X 4inch(s) BXS	GPk	122-0004	550	EA	\$15.16
135	BEND, PVC, 45 X 6inch(s) BXS	GPk	122-0006	80	EA	\$31.62
136	BEND, PVC, 45 X 8inch(s) BXS	GPk	122-0008	15	EA	\$95.41
137	CLEANOUT ADAPTER 4inch(s) FIPT X DWV(H SCH40 GPK327-0004	GPk	327-0004	110	EA	\$14.46
138	CLEANOUT ADAPTER 4inch(s) SDR35	GPk	227-0004	375	EA	\$8.44
139	CLEANOUT ADAPTER 6inch(s)	GPk	227-0006	20	EA	\$39.85
140	CLEANOUT PLUG 3	GPk	228-0003	40	EA	\$3.78
141	CLEANOUT PLUG 4inch(s)	GPk	228-0004	600	EA	\$5.11
142	CLEANOUT PLUG 6inch(s)	GPk	228-0006	35	EA	\$25.75
143	COUPLING, PVC, SEWER, 4inch(s) BXB +	GPk	306-0004	30	EA	\$29.10
144	INCREASER-REDUCER, 4X3 PVC DWV	Charlotte Pipe	PVC 102	25	EA	\$15.07
145	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	4P26FB8PE19	5	EA	\$121.39
146	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	4P26FB8PE21	5	EA	\$121.39
147	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	6P26FB8PE19	2	EA	\$139.65
148	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	6P26FB8PE21	2	EA	\$139.65
149	PIPE POLY TUBING 1 1/2inch(s) X100feet	DRISCOPIPE	5100 POLYETHYLENE	10	RL	\$80.00
150	PIPE, POLY TUBING 2inch(s) X 100feet SDR 9, 200 PSI, CTS OD		SDR 9, 200 PSI, CTS OD	35	RL	\$210.50
151	PIPE, POLY TUBING 2inch(s), SDR9 300feet/500feet ROLL 200 PSI, CTS OD		200 PSI, CTS OD	275	FT	\$2.11
152	PIPE,POLY TRACEABLE 1inch(s) (100feet) 1inch(s) CTS ENDOTRACE 100feet COIL		1inch(s) CTS ENDOTRACE	80	EA	\$144.79
153	PIPE,POLY TRACEABLE 2inch(s) (100feet) 2inch(s) CTS ENDOTRACE 100feet COIL		2inch(s) CTS ENDOTRACE	20	EA	\$370.21
154	PIPE,POLY TRACEABLE 1inch(s)X200feet ^ 1inch(s) CTS ENDOTRACE 200feet COIL		1inch(s) CTS ENDOTRACE	20	EA	\$144.79
155	PIPE,POLY TRACEABLE 2inch(s)X200feet ^ 2inch(s) CTS ENDOTRACE 200feet COIL		2inch(s) CTS ENDOTRACE	20	EA	\$370.21
156	REDUCER, 6inch(s)X4inch(s) B X B ECCENTRIC	GPk	GPk 109-0046EEC	15	EA	\$40.68
157	REDUCER, 6inch(s)X4inch(s) BXS ECCENTRIC	GPk	GPk 110-0064EEC	25	EA	\$19.35
158	REDUCER, 8inch(s)X6inch(s) B X B ECCENTRIC	GPk	GPk 109-0068EEC	10	EA	\$63.21
159	REDUCER, 8inch(s)X6inch(s) BXS ECCENTRIC	GPk	GPk 110-0086EEC	20	EA	\$59.20
160	WYE PVC 10inch(s) X 4inch(s) BXB SDR35	PTI	G3010-4	10	EA	\$172.99
161	WYE PVC 10inch(s)X10inch(s)X4inch(s) BXB SDR 26	PTI	H3010-4	5	EA	\$220.49
162	WYE PVC 10inch(s)X10inch(s)X6inch(s) BXB SDR 26	PTI	H3010-6	5	EA	\$220.38

163	WYE PVC 45 4X4X4 BXBXB	PTI	G304	225	EA	\$18.16
164	WYE PVC 45 4X4X4 BXBXS	PTI	G324	5	EA	\$22.93
165	WYE PVC 45 6X6X4 BXBXB	PTI	G306-4	50	EA	\$38.01
166	WYE PVC 45 6X6X4 BXBXS	PTI	G326-4	5	EA	\$44.64
167	WYE PVC 45 6X6X6 BXBXS	PTI	G326	5	EA	\$54.16
168	WYE PVC 45 8X8X4 BXBXB	PTI	G308-4	150	EA	\$56.72
169	WYE PVC 45 8X8X4 BXBXS	PTI	G328-4	5	EA	\$66.29
170	WYE PVC 45 8X8X6 BXBXB	PTI	G308-6	20	EA	\$64.21
171	WYE PVC 45 8X8X6 BXBXS	PTI	G328-6	5	EA	\$79.43
172	WYE PVC 45 8X8X8 BXBXB	PTI	G308	15	EA	\$112.63
173	WYE PVC 8X8X4inch(s) BXBXB SDR 26	PTI	G308-4	15	EA	\$82.11
174	WYE, PVC, 45 6inch(s)x6inch(s)x6inch(s) BxBxB	PTI	G628 ONLY	15	EA	\$42.11
175	WYE PVC 12inch(s)X12inch(s)X4inch(s) BXBXB ^ SDR35	PTI	G3012-4	15	EA	\$249.15
176	WYE PVC 12inch(s)X12inch(s)X6inch(s) BXBXB ^ SDR35	PTI	G3012-6	5	EA	\$247.37
177	WYE PVC 45 8X8X8 BXBXS +	PTI	G328	5	EA	\$115.79
178	WYE PVC 8X8X6 BXBXB ^ SDR 26	PTI	G308-6	5	EA	\$94.74
179	Discount off List Price for Special Order Items in this category not mentioned above.					70.0%
180	SECTION D: PVC PIPE - ALL PIPE MUST HAVE: 1) DATE OF MANUFACTURER CLEARLY STAMPED ON PRODUCT, AND A CODE FOR A DATE IS NOT ACCEPTABLE 2) THE DATE MUST NOT BE MORE THAN ONE YEAR OLD 3) NO DISCOLORATION OR SUN DAMAGE ACCEPTABLE BRANDS:JM EAGLE, PIPE LIFE, JET LIFE, NORTHERN PIPE & DIAMOND ONLYPlease explain in supplier note how each line is priced. City prefers block pricing.					
181	PIPE, PVC WATER,12inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	\$44.36
182	PIPE, PVC, SEWER, 10inch(s)X14feet	Diamond	SDR26	25	JT	\$16.19
183	PIPE, PVC, SEWER, 4inch(s)X14feet	Diamond	SDR26	5	JT	\$2.58
184	PIPE, PVC, SEWER, 6inch(s)X14feet	Diamond	SDR26	10	JT	\$5.74
185	PIPE, PVC, SEWER, 8inch(s)X14feet	Diamond	SDR26	115	JT	\$10.39
186	PIPE, PVC, WATER,4inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	10	JT	\$5.95
187	PIPE, PVC,WATER, 6inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	115	JT	\$11.96
188	PIPE, PVC,WATER, 8inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	\$20.59
189	PIPE, SEWER 8inch(s) DR21 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR21 IPS	30	JT	\$321.68
190	PIPE, SEWER 8inch(s)X40feet DR19 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR19 IPS	10	JT	\$321.68
191	PIPE, WATER 12inch(s)X40feet DR11 IPS GRAY HDPE	Diamond	DR11 IPS	5	JT	\$1,050.96
192	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
193	SECTION E: WATER METER BOXES, SEWER BOXES ; Meter boxes shall be furnished with the lid included.					
194	BOX WATER METER 34-A SHORT 18inch(s) WIDE X 14inch(s) DEEP	BASS&HAYS	34A	500	EA	\$171.00
195	BOX, VALVE BASE	Tyler Union	6850-15B	200	EA	\$60.72
196	BOX, WATER METER 34-B LONG	BASS&HAYS	34B	85	EA	\$185.26
197	BOX, WATER METER 55A	BASS&HAYS	55A	80	EA	\$474.71
198	BOX,METER PLASTIC inch(s)SEWERinch(s) MARKED SEWER	BASS&HAYS	P34-P14D	375	EA	\$187.32
199	BOX,VALVE,TOP SECTION 16inch(s)	Tyler Union	T-16	10	EA	\$71.91
200	BOX,WTRMETER 548A 18inch(s) HIGH THESE METER BOXES NEED TO BE 18inch(s) HIGH ONLY	BASS&HAYS	548A	65	EA	\$468.19
201	SPRING, METER BOX LID	BASS&HAYS	BSRING50	50	EA	\$5.92
202	BOX, METER PLASTIC ROUND 34-A	BASS&HAYS	P34P18D w/ LID 3LIDP-1	600	EA	\$173.49
203	BOX, METER PLASTIC ROUND 548A	BASS&HAYS	P548P18D w/ LID 5LIDP-1	250	EA	\$362.45
204	BOX, METER PLASTIC ROUND 55-A	BASS&HAYS	P55P18D w/ LID 5LIDP-1	100	EA	\$376.55
205	BOX, B1324 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1324	5	EA	\$854.10
206	BOX, B1730 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1730	5	EA	\$1,381.55
207	EXTENSION, 12inch(s) B1324 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1324 BOX	Old Castle	B1324-EXT	5	EA	\$209.28

208	EXTENSION, 12inch(s) B1730 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1730 BOX	Old Castle	B1730-EXT	5	EA	\$348.45
209	LID, B1324 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1324-LID-R	5	EA	\$455.95
210	LID, B1730 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1730-LID-R	5	EA	\$895.28
211	BOX, LID SEWER PLASTCLID ONLY	BASS & HAYS	3-LID2-1	5	EA	\$59.34
212	BOX, WATER METER LID 34A/B+LID ONLY	BASS & HAYS	3-LIDP-1	5	EA	\$34.93
213	BOX, WATER METER LID 55A&548A+LID ONLY	BASS & HAYS	5-LIDP-1	5	EA	\$85.90
214	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
215	SECTION F: MANHOLE LIDS, RINGS, AND RISERS ; Steel adjustment risers shall be furnished with set screws included.					
216	MANHOLE, LID 30inch(s) B&H # 1480 A (SANITARY SEWER)	BASS&HAYS	1480A	65	EA	\$344.49
217	MANHOLE RING 30inch(s) B&H # V1420 RG	BASS&HAYS	V1420	65	EA	\$296.93
218	MANHOLE, LID 300-24 B&H SANITARY SEWER COV. 300- 24	BASS&HAYS	300-24SAN	10	EA	\$298.34
219	MANHOLE, LID SAN SWR 400-24 B&H# 40024C10 LID	BASS&HAYS	400-24SAN	25	EA	\$367.74
220	MANHOLE, RISER 300X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2X	5	EA	\$522.00
221	MANHOLE, RISER 300X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 4X	5	EA	\$844.47
222	MANHOLE, RISER 300X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 6X	5	EA	\$947.88
223	MANHOLE, RISER 400X24 1 1/2 BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1.5X	5	EA	\$668.31
224	MANHOLE, RISER 400X24 1inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1X	15	EA	\$668.31
225	MANHOLE, RISER 400X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2X	5	EA	\$700.47
226	MANHOLE, RISER 400X24 2 3/4inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2.75X	5	EA	\$740.09
227	MANHOLE, RISER 300X24 2 1/2inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2.5X	5	EA	\$568.18
228	MANHOLE, RISER 400X24 3inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 3X	5	EA	\$700.47
229	MANHOLE, RISER 400X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 4X	5	EA	\$835.46
230	MANHOLE, RISER 400X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 6X	20	EA	\$920.13
231	MANHOLE, RISER 300X24 1 1/2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 1.5X	5	EA	\$522.00
232	MANHOLE, RING 400-24 BASS&HAYS# 40024RO	BASS&HAYS	BH400-24 RING	20	EA	\$365.49
233	MANHOLE, 1inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1X	10	EA	\$673.00
234	MANHOLE, 1.5inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1.5X	10	EA	\$673.00
235	MANHOLE, 2inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 2X	10	EA	\$716.02
236	MANHOLE, 3inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 3X	5	EA	\$716.02
237	MANHOLE, 4inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 4X	5	EA	\$810.69
238	MANHOLE, 6inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 6X	5	EA	\$943.34
239	MANHOLE, LID COMPOSITE 30inch(s) LOCKING CAP-ONE- 30	Cap One	CAP-ONE-30	5	EA	\$1,832.20
240	MANHOLE, LID COMPOSITE 24inch(s) BOLT DOWN CAP- ONE-24	Cap One	CAP-ONE-24	5	EA	\$1,230.93
241	HAMMER, MANHOLE LID EXTRACTORMARY A# 5865425	BASS&HAYS	Mary A 5865425	10	EA	\$298.44
242	MANHOLE ADAPTER, 10inch(s) CONCRETE MANHOLE GASKET			5	EA	\$4.42
243	MANHOLE ADAPTER, 12inch(s) CONCRETE MANHOLE GASKET			5	EA	\$5.18

244	MANHOLE ADAPTER, 6inch(s) CONCRETE MANHOLE GASKET			5	EA	\$3.11
245	MANHOLE ADAPTER, 8inch(s) CONCRETE MANHOLE GASKET			5	EA	\$3.77
246	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
247	SECTION G: FIRE HYDRANTS, EXTENSIONS AND REPAIR KITS					
248	HYDRANT, COLLISION REPAIR KITFOR U.S. PIPE M-94, OEM ONLY	Mueller	M-94 TRK	5	EA	\$330.41
249	HYDRANT MAIN VALVE KIT - OLD MUELLER #280367 - OEM ONLY	Mueller	280367	5	EA	\$971.80
250	HYDRANT MAIN VALVE KIT > 1997 MUELLER 280359, OEM ONLY	Mueller	280359	10	EA	\$712.24
251	HYDRANT,MAIN VALVE KIT,WTROUS WATEROUS# WB-67-250, OEM ONLY	Waterous	K-537-A	5	EA	\$2,796.55
252	HYDRANT,MAIN VALVE KIT, US P FOR US PIPE M-94, OEM ONLY	Mueller	M-94 MVK	5	EA	\$637.61
253	EXTENSION, HYDRANT 24inch(s) - NEW MUELLER (OEM ONLY) A320-020	Mueller	A320-020	5	EA	\$588.54
254	HYDRANT 2inch(s) 3feetBURY 2.5 NOZZLE MUELLER MA411LAOLM ONLY	Mueller	MA411LAOL	5	EA	\$1,767.66
255	HYDRANT EXTENSION 12inch(s)OEM ONLY MUELLER A320-010, HRP37/A423	Mueller	A320-010	10	EA	\$448.96
256	HYDRANT EXTENSION 6inch(s)NEW STYLE MUELLER #A-320-006, OEM ONLY	Mueller	A320-006	5	EA	\$387.50
257	HYDRANT HOSE NOZZLE GASKET	Mueller	290272	5	EA	\$3.02
258	HYDRANT PUMPER NOZZLE GASKET	Mueller	192345	5	EA	\$10.94
259	HYDRANT REPAIR KIT NEW >1975 MUL#A301-01HYD REP PT#HRPI-301	Mueller	A301-01	15	EA	\$208.33
260	HYDRANT REPAIR KIT-BREAK FLNG WATEROUS #K528, OEM ONLY	Waterous	K-528	10	EA	\$434.38
261	STEM UPPER STEEL (feet95+ HYD) + MUELLER A-11(KIT) - MA11OL	Mueller	A-11 KIT	5	EA	\$185.00
262	HYDRANT, FIRE 3.5feet BURY MUELLER MA423LAOLNDEN	Mueller	A423	5	EA	\$2,608.96
263	HYDRANT, FIRE 4feet BURY	Mueller	A423	5	EA	\$2,671.18
264	HYDRANT, FIRE 5feet BURY	Mueller	A423	40	EA	\$2,795.17
265	HYDRANT,REPAIR KIT - PRE 1974 MUELLER-HRPI-301-00, OEM ONLY	Mueller	A301-00	5	EA	\$206.19
266	WRENCH, FIRE HYDRANT	Reed	HWB-02283	30	EA	\$19.99
267	HYD MAIN VALVE REPAIR KIT M&H+	M&H	Style 129	10	EA	\$110.53
268	HYD TRAFFIC REPAIR KIT M&H +	M&H	Style 129	10	EA	\$300.38
269	Discount off List Price for Special Order Items in this category not mentioned above.					5.0%
270	SECTION H: BELL JOINT LEAK CLAMPS FORD BRAND ONLY					
271	CLAMP, 6inch(s) BELL JOINT LEAK	FORD	FBC-710	5	EA	\$94.23
272	CLAMP, 8inch(s) BELL JOINT LEAK	FORD	FBC-930	5	EA	\$125.02
273	CLAMP, 10inch(s) BELL JOINT LEAK	FORD	FBC-1140	5	EA	\$163.40
274	CLAMP, 12inch(s) BELL JOINT LEAK	FORD	FBC-1350	5	EA	\$177.25
275	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
276	SECTION I: REPAIR CLAMPS ETC.					
277	CLAMP FULL CIRCLE 10inch(s) X 16inch(s) WITH ALLOY BOLTS	PowerSeal	3121W-16	5	EA	\$257.33
278	CLAMP FULL CIRCLE 10inch(s) X 7.5inch(s)	PowerSeal	3121W-75	5	EA	\$131.46
279	CLAMP FULL CIRCLE 8.5-15inch(s) W/WW	Ford	F1-894-15	20	EA	\$198.96
280	CLAMP, FULL CIRCLE 1.5inch(s)X7.5	Ford	F1-215-75	5	EA	\$58.52
281	CLAMP FULL CIRCLE 1.5inch(s)X 15inch(s)	Ford	F1-215-15	5	EA	\$104.45
282	CLAMP FULL CIRCLE 12inch(s) X 7.5inch(s)	Ford	F1-1350-75	10	EA	\$161.53
283	CLAMP, FULL CIRCLE 12inch(s)X20inch(s)	Ford	F1-1350-15	15	EA	\$446.83
284	CLAMP FULL CIRCLE 16inch(s)X12inch(s)	PowerSeal	312216C120AA-SB	5	EA	\$537.44
285	CLAMP, FULL CIRCLE 16inch(s)X20	PowerSeal	312216C200AA-LB	5	EA	\$835.64
286	CLAMP FULL CIRCLE 2inch(s) X 15inch(s)	Ford	F1-263-15	20	EA	\$106.01
287	CLAMP FULL CIRCLE 2inch(s) X 7.5inch(s)	Ford	F1-263-75	25	EA	\$59.42

288	CLAMP FULL CIRCLE 4inch(s) X 15inch(s)	Ford	F1-514-15	20	EA	\$133.94
289	CLAMP FULL CIRCLE 4inch(s) X 7.5inch(s)	Ford	F1-514-75	15	EA	\$76.95
290	CLAMP FULL CIRCLE 6inch(s) X 15inch(s)	Ford	F1-696-15	85	EA	\$159.74
291	CLAMP FULL CIRCLE 6inch(s) X 7.5inch(s)	Ford	F1-724-75	60	EA	\$92.62
292	CLAMP FULL CIRCLE 8inch(s) X 7.5inch(s)	Ford	F1-939-75	35	EA	\$108.63
293	CLAMP FULL CIRCLE 8inch(s)x15inch(s)8inch(s) cast iron pipes=OD of 9.05inch(s)	Ford	F1-939-15	50	EA	\$198.96
294	CLAMP, FULL CIRCLE RPR ,12inch(s)X15 ROMAX OD 14.00-14.40	Romac	171-145015000	5	EA	\$430.30
295	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ ROMAC CL1-1450-12	Romac	171-145012000	5	EA	\$345.52
296	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ W/ 1inch(s) CC OUTLET	Romac	171-145012410	5	EA	\$394.35
297	CLAMP, 14inch(s) TRANS, RPR LONG + FORD F2-1700-72 20inch(s) L	Ford	F2-1700-20	15	EA	\$745.68
298	CLAMP, 14inch(s) TRANS, RPR SHORT + FORD F2-1700-32 10inch(s) L	Ford	F2-1700-10	15	EA	\$372.00
299	CLAMP, 18inch(s) TRANSITE, REPAIR + FORD F2-2145-75 20inch(s) L	Ford	F2-2145-20	15	EA	\$846.05
300	CLAMP, LEAK 2inch(s) X 6inch(s)	Smithblair	229-00023807-000	1	EA	\$64.68
301	CLAMP, REPAIR, 1 1/2inch(s)	Smith Blair	245-000-19003-000	5	EA	\$8.96
302	CLAMP, REPAIR, 1/2inch(s)	Smith Blair	245-0008406-000	5	EA	\$13.45
303	CLAMP, REPAIR, 1inch(s)	PowerSeal	3151W	15	EA	\$8.12
304	CLAMP, REPAIR, 2inch(s)	PowerSeal	3151W	5	EA	\$9.79
305	CLAMP, REPAIR, 3/4inch(s)	PowerSeal	3151W	10	EA	\$7.43
306	CLAMP, TAP 2inch(s)X1inch(s) TAP	PowerSeal	3131020080AD	5	EA	\$85.95
307	CLAMP, TAP S.S.6inch(s)X1inch(s) TAP	Smith Blair	239-00069007-009	5	EA	\$161.07
308	CLAMP, TAP S.S.8inch(s)X1inch(s) TAP	Smith Blair	239-00090507009	5	EA	\$177.39
309	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
310	SECTION J: FLANGE PKS/MJ GLAND PKS, MEG-A-LUG GLAND PACKS ; Flange hardware sets shall be hex bolts conforming to ANSI/AWWA C111/A21.11-7 standards. ; Mechanical Joint hardware sets shall be T-bolts conforming to ANSI/AWWA C111/A21.11-7 standards.					
311	BOLT/GASKET SET-12inch(s) FLANGE PK	White Rhino	BNGFP-12	10	EA	\$48.61
312	BOLT/GASKET SET-4inch(s) FLANGE PK	White Rhino	BNGFP-4	10	EA	\$11.51
313	BOLT/GASKET SET-6inch(s) FLANGE PK	White Rhino	BNGFP-6	70	EA	\$17.48
314	BOLT/GASKET SET-8inch(s) FLANGE PK	White Rhino	BNGFP-8	35	EA	\$25.33
315	GASKET FULLFACE RED RUB 4	White Rhino		5	EA	\$2.20
316	GASKET FULLFACE RED RUB 8	White Rhino		5	EA	\$3.85
317	GASKET, METER 1.5inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		85	EA	\$0.73
318	GASKET, METER 2inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		275	EA	\$0.85
319	GLAND KIT M.J. 12inch(s)	Tyler/STAR	MJ-12	5	EA	\$76.85
320	GLAND KIT M.J. 10inch(s)	Tyler/STAR	MJ-10	5	EA	\$74.68
321	GLAND KIT M.J. 3inch(s)	Tyler/STAR	MJ-3	10	EA	\$26.83
322	GLAND KIT M.J. 4inch(s)	Tyler/STAR	MJ-4	10	EA	\$34.80
323	GLAND KIT M.J. 6inch(s)	Tyler/STAR	MJ-6	30	EA	\$47.13
324	GLAND KIT M.J. 8inch(s)	Tyler/STAR	MJ-8	30	EA	\$52.20
325	GLAND LESS KIT M.J. 12inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-12	5	EA	\$47.13
326	GLAND LESS KIT M.J. 6inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-6	20	EA	\$30.45
327	GLAND LESS KIT M.J. 8inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-8	10	EA	\$34.80
328	MACRO COUPLING, XL, DI, 12 ROMAC OR EQUAL, 13.15-14.40	Romac	260-1440851	5	EA	\$735.84
329	HYMAX GRIP COUPLING 10inch(s)	Hymax	890-56-10270-16	20	EA	\$637.83
330	HYMAX GRIP COUPLING 12inch(s)	Hymax	890-56-12322-16	20	EA	\$750.93
331	HYMAX GRIP COUPLING 6inch(s)	Hymax	890-56-06165-16	20	EA	\$389.05
332	HYMAX GRIP COUPLING 8inch(s)	Hymax	890-56-08216-16	20	EA	\$502.48
333	MACRO COUPLING, XL, DI, 10inch(s) ROMAC , 11.00inch(s)-11.65inch(s)	Romac	260-1220851	20	EA	\$558.92
334	MACRO COUPLING, XL, DI, 4inch(s)	Romac	260-0560851	20	EA	\$270.42
335	MACRO COUPLING, XL, DI, 6inch(s) ROMAC , 6.62-7.40	Romac	260-0760851	20	EA	\$356.87
336	MACRO COUPLING, XL, DI, 8inch(s) ROMAC, 8.63-9.57	Romac	260-0975851	20	EA	\$404.12

337	MEG-A-LUG GLAND KIT 10inch(s) DOUBLE DUTY DI PIPE & C900	Tyler Union	TufGrip-TDW-10	10	EA	\$129.86
338	MEG-A-LUG GLAND KIT 12inch(s) 2012PV/STARGRIP 4000,C-900	Tyler Union	TufGrip-TDW-12	225	EA	\$186.88
339	MEG-A-LUG GLAND KIT 16inch(s) DI EBBA, CL52	Tyler Union	TufGrip-TDW-16	20	EA	\$290.38
340	MEG-A-LUG GLAND KIT 4inch(s) C-900 2004PV / 200VPEC / E2004PEC	Tyler Union	TufGrip-TDW-4	45	EA	\$61.35
341	MEG-A-LUG GLAND KIT 6inch(s) C-900 HUGHES # 2006PEC/STARGRIP 4000	Tyler Union	TufGrip-TDW-6	410	EA	\$78.10
342	MEG-A-LUG GLAND KIT 8inch(s) C-900 IND#E2008PTC/STARGRIP 4000	Tyler Union	TufGrip-TDW-8	325	EA	\$104.94
343	MEGA FLANGE, REST ADAPT 3inch(s)	EBBA	2103	10	EA	\$76.21
344	MEGA FLANGE, REST ADAPT 4inch(s)	EBBA	2104	10	EA	\$97.56
345	MEGA FLANGE, REST ADAPT 6inch(s)	EBBA	2106	10	EA	\$140.27
346	O-RING, VITON 1	Spears	V-215	10	EA	\$16.63
347	O-RING, VITON 2	Spears	V-330	10	EA	\$25.34
348	PLUG, GRIPPER MECH 3	Cherne	270-237	30	EA	\$9.68
349	PLUG, GRIPPER MECH 4	Cherne	270-296	100	EA	\$11.37
350	PLUG, GRIPPER MECH 6	Cherne	270-261	30	EA	\$30.83
351	PLUG, GRIPPER MECH 8inch(s)	Cherne	270-288	20	EA	\$58.66
352	Discount off List Price for Special Order Items in this category not mentioned above.					40.0%
353	SECTION K: BRASS TAPPING SADDLES All water service saddles shall conform to ANSI/AWWA C800 standards. Unless otherwise noted in the line detail all water service saddles shall be sized for ductile iron pipe and have an AWWA tapered (CC) outlet.					
354	SADDLE TAP,BRAS,6inch(s)X1inch(s)	FORD	202B-750-CC4	40	EA	\$128.66
355	SADDLE TAP,BRASS,4inch(s)X1inch(s)	FORD	202B-540-CC4	5	EA	\$115.43
356	SADDLE TAP,BRASS,4inch(s)X2inch(s)	FORD	202B-540-CC7	5	EA	\$146.55
357	SADDLE TAP,BRASS,8inch(s)X1inch(s)	FORD	202B-962-CC4	185	EA	\$159.23
358	SADDLE,TAP,10inch(s)X1inch(s) BRASS	FORD	202B-1212-CC4	5	EA	\$208.48
359	SADDLE,TAP,12inch(s)X1inch(s) BRASS	FORD	202B-1438-CC4	60	EA	\$230.85
360	SADDLE,TAP,12inch(s)X2inch(s) BRASS	FORD	202B-1438-CC7	45	EA	\$265.07
361	SADDLE,TAP,16inch(s)X2inch(s) BRASS	FORD	202B-1840-CC7	5	EA	\$418.23
362	SADDLE,TAP,8inch(s)X2inch(s) BRASS	FORD	202B-962-CC7	15	EA	\$182.49
363	SADDLE,TAP,BRASS,6inch(s)X2inch(s)	FORD	202B-750-CC7	15	EA	\$170.81
364	SADDLE,TAP,16inch(s)X1inch(s) BRASS +	FORD	202B-1840-CC4	2	EA	\$418.23
365	SADDLE,TAP,20inch(s)X1inch(s) BRASS +	FORD	202B-2220-CC4	2	EA	\$495.91
366	SADDLE,TAP,20inch(s)X2inch(s) BRASS +	FORD	202B-2220-CC7	2	EA	\$625.76
367	SADDLE,TAP,10inch(s)X2inch(s) BRASS	FORD	202B-1212-CC7	1	EA	\$269.84
368	SADDLE, TAP, BRASS, 18inch(s)X2	FORD	202B-2050-IP7	1	EA	\$528.93
369	SADDLE, TAP, BRASS, 24inch(s)X1inch(s)	FORD	202B-2650-CC4	1	EA	\$724.54
370	SADDLE,TAP,16inch(s)X1inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36200198809000	1	EA	\$284.89
371	SADDLE,TAP,16inch(s)X2inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362001198815000	1	EA	\$284.89
372	SADDLE,TAP 20inch(s)X1inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36224309000	1	EA	\$325.19
373	SADDLE,TAP 20inch(s)X2inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362243815000	1	EA	\$325.19
374	SADDLE, WYE FLEXIBLE 4inch(s)	Fernco	TSW-4	125	EA	\$63.15
375	SADDLE, WYE FLEXIBLE 6inch(s)	Fernco	TSW-6	25	EA	\$80.17
376	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
377	SECTION L: STAINLESS STEEL TAPPING SLEEVES Romac, Smith Blair, and Power Seal Brands Only - NO FORD					
378	SLEEVE, TAPPING 4inch(s)X4inch(s) SS FL	Romac	SSTIII-5.00 X 4-SS FLG	10	EA	\$989.39
379	SLEEVE, TAPPING 6X6 SS FLG	Romac	SSTIII-7.30 X 6-SS FLG	10	EA	\$1,019.98
380	SLEEVE, TAPPING 8inch(s)X4inch(s) SS FL	Romac	SSTIII-9.45 X 4-SS FLG	10	EA	\$1,014.16
381	SLEEVE, TAPPING 8inch(s)X6inch(s) SS FL	Romac	SSTIII-9.45 X 6-SS FLG	15	EA	\$1,097.22
382	SLEEVE, TAPPING 8inch(s)X 8inch(s) SS FL	Romac	SSTIII-9.45 X 8-SS FLG	10	EA	\$1,342.02
383	SLEEVE, TAPPING 10inch(s)X6inch(s) SS FL	Romac	SSTIII-11.45 X 6-SS FLG	5	EA	\$1,178.81
384	SLEEVE, TAPPING 10inch(s)X8inch(s) SS FL	Romac	SSTIII-11.45 X 8-SS FLG	10	EA	\$1,546.00
385	SLEEVE, TAPPING 10inch(s)X10inch(s) SS FL	Romac	SSTIII-11.45 X 10-SS FLG	5	EA	\$2,262.92
386	SLEEVE, TAPPING 12inch(s)X4inch(s) SS FL	Romac	SSTIII-13.56 X 4-SS FLG	5	EA	\$1,308.49
387	SLEEVE, TAPPING 12inch(s)X6inch(s) SS FL	Romac	SSTIII-13.56 X 6-SS FLG	10	EA	\$1,448.37
388	SLEEVE, TAPPING 12inch(s)X8inch(s) SS FL	Romac	SSTIII-13.56 X 8-SS FLG	10	EA	\$1,766.10

389	SLEEVE TAPPING 12inch(s)X12inch(s) SS FL	Romac	SSTIII-13.56 X 12-SS FLG	5	EA	\$2,561.60
390	SLEEVE, TAPPING 16inch(s)X6inch(s) SS FL	Romac	SSTIII-17.80 X 6-SS FLG	5	EA	\$2,096.80
391	TAPPING SLEEVE, 16inch(s)X8inch(s) SS FL	Romac	SSTIII-17.80 X 8-SS FLG	5	EA	\$2,278.95
392	SLEEVE, TAPPING 16inch(s)X12inch(s) SS FL	Romac	SSTIII-17.80 X 12-SS FLG	5	EA	\$3,124.05
393	Discount off List Price for Special Order Items in this category not mentioned above.					45.0%
394	SECTION M: GATE VALVES, BALL VALVES, STOPS ; Acceptable water service valve manufacturers are: Mueller, Ford, MacDonald, Jones.					
395	ANGLE BALL VALVE 2inch(s), FLNG-PJ	Mueller	P24276-550N	40	EA	\$243.10
396	STOP, ANGLE METER 1inch(s) I.P.	Mueller	H14265-330N	20	EA	\$44.96
397	STOP, ANGLE METER 1inch(s) P.J.	Ford	BA43-44W-NL	300	EA	\$122.49
398	STOP, ANGLE METER 3/4inch(s) I.P	Mueller	H14265-215N	35	EA	\$29.34
399	STOP, ANGLE METER 3/4inch(s) P.J.	Mueller	H14258-215N	30	EA	\$39.36
400	STOP, ANGLE METER 3/4inch(s)X1inch(s) P.J	Ford	KV43-332W	15	EA	\$50.28
401	STOP, CORP. 1inch(s)PJ W/LOCKNUT	Ford	F1000-4-NL	350	EA	\$53.20
402	STOP, CORP. 2inch(s) (CC x FIP)	Ford	F1600-7-NL	50	EA	\$249.72
403	STOP, CORP. 2inch(s) (CC x CTS PJ)	Ford	FB1000-7-NL	30	EA	\$253.65
404	STOP, CORP. 3/4inch(s) CC-PJ	Mueller	P15008-250N	15	EA	\$33.10
405	STOP, CURB 1inch(s) I-I	Mueller	B20200-330N	20	EA	\$84.01
406	STOP, CURB 1inch(s) PJ-IP	Mueller	P25170-330N	145	EA	\$93.55
407	STOP, CURB 3/4inch(s) I-I	Mueller	B20200-250N	25	EA	\$54.85
408	STOP, CURB. 3/4inch(s) PJ-I	Ford	B41-333W	100	EA	\$64.80
409	VALVE FL-MJ 12inch(s) NON THREADED	Mueller	A2361-19-12 OL	5	EA	\$2,307.73
410	VALVE FL-MJ 6inch(s)	Mueller	A2361-19-6 OL	60	EA	\$769.72
411	VALVE FL-MJ 8inch(s)	Mueller	A2361-19-8 OL	20	EA	\$1,202.80
412	VALVE GATE FL 4inch(s) W/NUT	Mueller	A2361-6-4 OL	3	EA	\$597.94
413	VALVE GATE FL 4inch(s) W/WHEEL	Mueller	A2361-6-4 HW OL	3	EA	\$597.94
414	VALVE GATE FL 8inch(s) W/O ACCESS	Mueller	A2361-6-8 OL	20	EA	\$1,249.08
415	VALVE GATE FL X MJ 16inch(s)	Mueller	A2361-19-16 OL	2	EA	\$8,107.29
416	VALVE GATE FL X MJ 4inch(s) L/ACC	Mueller	A2361-19-4 OL	3	EA	\$575.78
417	VALVE GATE 2inch(s)W/NUT I-I,THREAD	Mueller	A2362-8-2 OL	5	EA	\$368.37
418	VALVE GATE 1 1/2inch(s)	Nibco	T113-1-1/2	20	EA	\$123.61
419	VALVE GATE 2inch(s)-BRASS NIBCO	Nibco	T113-2	15	EA	\$148.67
420	VALVE GATE FL. 3inch(s) W/WHEEL	Mueller	A2361-19-3 OL	5	EA	\$535.08
421	VALVE GATE MJ 16inch(s) W/O ACCESS	Mueller	A2361-23-16 OL	10	EA	\$8,107.29
422	VALVE GATE MJ 12inch(s) W/O ACCESS	Mueller	A2361-23-12 OL	20	EA	\$2,418.67
423	VALVE GATE MJ 4inch(s) W/O ACCESS	Mueller	A2361-23-4 OL	10	EA	\$603.46
424	VALVE GATE MJ 6inch(s) W/O ACCESS	Mueller	A2361-23-6 OL	45	EA	\$769.72
425	VALVE GATE MJ 8inch(s) W/O ACCESS.	Mueller	A2361-23-8 OL	35	EA	\$1,225.92
426	VALVE, BALL 1 1/2inch(s) FIP-FIP	Mueller	B20200-500N	10	EA	\$171.21
427	VALVE, BALL 2inch(s) FIP-FIP	Mueller	B20200-550N	60	EA	\$249.27
428	VALVE, BALL 3/4-3/4 FL-IP	Mueller	B25166-250N	5	EA	\$64.41
429	VALVE, BALL METER 1.5inch(s)	Mueller	P24276-500N	10	EA	\$243.10
430	VALVE, BALL METER 2inch(s)	Mueller	P24335-550N	15	EA	\$318.26
431	VALVE TAPPING 12inch(s) W/O ACCESS.	Mueller	T2361-19-12 OL	5	EA	\$3,672.32
432	VALVE TAPPING 4inch(s) W/O ACCESS.	Mueller	T2361-19-4 OL	3	EA	\$769.24
433	VALVE TAPPING 6inch(s) W/O ACCESS.	Mueller	T2361-19-6 OL	5	EA	\$1,086.09
434	VALVE TAPPING 8inch(s) W/O ACCESS.	Mueller	T2361-19-8 OL	5	EA	\$1,612.09
435	VALVE, CHECK DOUBLE 2inch(s)	Watts	2-LF-007-M1-QT	20	EA	\$637.31
436	BACKFLOW PREVENTER, RPZ 2inch(s)	Zurn	975XL3	20	EA	\$888.21
437	REPAIR KIT, 2inch(s) RPZ BACKFLOW +	Zurn	WRK114-975XLC	20	EA	\$182.19
438	Discount off List Price for Special Order Items in this category not mentioned above.					43.0%
439	SECTION N: METER RESETTERS Acceptable water service resetter manufacturers are: Mueller, Ford, Jones.					
440	RESETTER COPPER 3/4inch(s)	Ford	V42-7W	500	EA	\$102.30
441	RESETTER COPPER 5/8inch(s)X 3/4	Mueller	234H-1404	5	EA	\$93.40
442	RESETTER,COPPER, 1inch(s)X10inch(s)	Ford	V44-10W	10	EA	\$188.58
443	RESETTER,COPPER, 1-1/2inch(s) X 13Flanged Key valve on inlet, flanged Ell on outlet	Ford	V46-13	10	EA	\$1,079.88
444	RESETTER, COPPER, 1 1/2 X 18inch(s)	Ford	V46-18	1	EA	\$1,106.42
445	RESETTER,COPPER, 2inch(s) X 12Flanged Key valve on inlet, flanged Ell on outlet	Ford	V47-12	10	EA	\$1,218.79
446	RESETTER,COPPER, 2 X 18inch(s)	Mueller	106B2424N	2	EA	\$1,448.33
447	RESETTER, COPPER 12inch(s)	Ford	V42-12W	10	EA	\$103.51
448	RESETTER, COPPER 15inch(s)	Ford	V42-15W	5	EA	\$107.86

449	CORP, 1500 5/8inch(s)X3/4inch(s) SAMPLE STATION WATER PLUS	WaterPlus Corp	1500 5/8inch(s) x 3/4inch(s)	15	EA	\$496.48
450	Discount off List Price for Special Order Items in this category not mentioned above.					42.0%
451	SECTION O: WATER METER VAULT HATCHWAYS ; BILCO BRAND ONLY					
452	HATCHWAY, ALUMINUM 36inch(s)X48 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	\$2,145.00
453	HATCHWAY, ALUMINUM 48inch(s)X48 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	5	EA	\$2,128.75
454	HATCHWAY, ALUMINUM 48inch(s)X72 PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	\$2,778.75
455	HATCHWAY, ALUMINUM 72inch(s)X72inch(s) PEDESTRIAN RATED, BILCO ONLY	BILCO	JD-AL	1	EA	\$6,003.75
456	HATCHWAY, ALUMINUM 72inch(s)X96inch(s) PEDESTRIAN RT BILCO JD-AL ONLY	BILCO	JD-AL	1	EA	\$6,995.31
457	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
458	SECTION P: VALVE BOXES AND VALVE BOX EXTENSION Valve boxes and valve box extensions shall be screw type with a minimum shaft diameter of 5 inch(s).					
459	BOX VALVE EXTENSION 24inch(s) TYLER# 6850-6D	Tyler Union	6850-6D	5	EA	\$83.16
460	BOX VALVE LID TYLER# 6850-10T 461-S-5 1/4	Tyler Union	DVBLIDW	215	EA	\$17.76
461	BOX VALVE RISER 1 1/2inch(s) ITEM# 30002986111W/SET SCREWS	Tyler Union	30002986111	100	EA	\$21.80
462	BOX VALVE RISER 1inch(s)W/SET SCREW	Tyler Union	30002986110	100	EA	\$19.38
463	BOX, VALVE ROUND PLASTIC 6	DALLAS SPECIALTY	DS109SWR	70	EA	\$4.88
464	BOX, VALVE ROUND PLASTIC 10	DALLAS SPECIALTY	DS1100S	70	EA	\$9.49
465	BOX, VALVE TOP SECTION 10inch(s)	Tyler Union	10-T	225	EA	\$49.25
466	BOOT, CLEANOUT	Bass&Hays	#339	5	EA	\$426.31
467	CLEANOUT, CI, 4inch(s) 2 BOLT + BASS&HAYS#BH 404 C W/GASKET	Bass&Hays	BH 404	30	EA	\$104.75
468	Discount off List Price for Special Order Items in this category not mentioned above.					0.0%
476	SECTION R: MISCELLANEOUS INVENTORY					
477	CHLORINE, GRANULAR, 100 LBS	Drytec	72304	115	DR	\$775.00
478	CLAMP, SNAP, 51inch(s) STANLEY ROBERTS #SC-248/SC-258	Stanley Roberts	SC-258	550	EA	\$5.42
479	DEODORANT LIQUID LONG-GON TEXAS NTL# S5086Q / AC6440-12	Fresh Products	BioConqueror 105	45	EA	\$82.48
480	ENCASEMENT POLY 29 X 200feet 29DW1WP / D29200PWF812	White Rhino		15	RL	\$56.38
481	ENCASEMENT, POLY 52inch(s)X200feet HDPE 4 MIL, HDPE	White Rhino		5	EA	\$653.38
482	ENCASEMENT, POLY 52inch(s)X200feet LDPE 8 MIL, LDPE	White Rhino		5	EA	\$236.13
483	GASKET, RAM NEK FLEXIBLE 42inch(s) 1.5inch(s)X42inch(s), RM 101 (20/CA)	RamNek	RM-101	130	EA	\$72.37
484	GASKET, 1/8inch(s) T, 48inch(s) ROLL F# DRRRG48A			3	RL	\$9.60
485	GASKET, BLK EPDM 4feet x 50feet ROLL F# EGWH9855			3	RL	No Bid
486	HACH IRON REAGENT POWDERPILLOW 5ML (100 PK)	Hach	92799	20	EA	\$32.41
487	HACH PDP POWDER PILLOWS DPD4 (TOTAL)10ML 1000/PACK	Hach	2105628	20	EA	\$280.00
488	HOSE, SEWER FLUSH 3/4inch(s) X 600feet BARCO PIRANHA HP-12 (BLUE)	Piranha	HPB-12	5	EA	\$1,862.96
489	INFLOW DEFENDER, HDPE 24 POLYETHYLENE PRIME HDPE 250			85	EA	\$56.84
490	INFLOW DFNDR MAX, 30inch(s) POLYCARB INFLOW DEFENDER			20	EA	\$73.68
491	INSERT STIFFENER 1inch(s) STAINLESS S WHITE RHINO	Proselect	PSISCG	1		\$1.40
492	INSERT STIFFENER 1 1/2inch(s) JONES J2808, 2.562inch(s),528706J	Jones	J2805	40	EA	\$4.13
493	INSERT STIFFENER 2inch(s) JONES J2808, 2.562inch(s),528707J	Jones	J2808	300	EA	\$7.88
494	LUBE, PIPEinch(s)EASE-ONinch(s) 8 LB, BK ONLY	Ease-On	8LB BK	200	BK	\$13.00

495	MARKER UTILITY (SEWER MANHOLE) CARSONITE 6884-CSM	Carsonite	6884-CSM	50	EA	\$38.74
496	MARKER UTILITY (WATER VALVE) ITEM#CTFM062008-CWV116	Carsonite	CWV116	10	EA	\$44.26
497	MARKER WATER PIPELINE ITEM#CTFM062008-CW112	Carsonite	CW112	20	EA	\$39.15
498	MARKER, FLAG PURPLE 4inch(s)X 5inch(s)X18inch(s) NO SCREEN PRINT, 100/BUNDLE		P4518PP	20	BN	\$7.00
499	MARKER, FLAG BLUE (100/BN) P451-SCREENED W/ WHITE inch(s)W		P4521BE3035	70	BN	\$8.00
500	MARKER, FLAG GREEN 4inch(s)X 5inch(s)X 21 P451-GREEN, 100/BN		P4521G	40	BN	\$8.00
501	OCTOCRETE/RS PATCH CEMENT 50LB ICM SYSTEMS/RAPID SETTING PATCH	Octocrete	RS Patch	250	DR	\$25.00
502	PAINT ALUMINUM - HYDRANT FLYNT 1 GALLON	Flynt	Aluminum	15	EA	\$105.00
503	PAINT, SAFETY BLUE -HYDRANT FLYNT 1 GALLON	Flynt	Blue	15	EA	\$105.00
504	PAINT, WHITE PRIMER - HYDRANT FLYNT 1 GALLON	Flynt	White Primer	15	EA	\$105.00
505	PIPE COMPOUND SEAL RECTORSEAL#5 SLOWDRY,SOFTSET	Rectorseal	#5	20	QT	\$38.00
506	PUMP UTILITY W/6feet HOSE BECKSON MODEL #136PF6	Beckson	136PF6	40	EA	No Bid
507	PUMP, 2/3 HP SUBMERSIBLE TSURUMI LB-480-62 ONLY	Tsurumi	LB-480-62	30	EA	\$425.00
508	PUMP, SUMP & EFFLUENT 1 HP ZOELLER 140-0002 N140	Zoeller	140-0002	10	EA	\$547.14
509	ROOT KILLER - ROOTX ROOTX ONLY, 2 LB JAR	Rootx	2lb Jar	30	EA	\$377.65
510	SEALANT, SEALGUARD II 12A-12B TUBES, SGRE12 12/CA	Sealguard	SealGuardII	12	EA	\$611.76
511	SEALER MANHOLE MITSUBISHI ADEKA P201 (24/CA)	Adeka	P201A	50	EA	\$34.58
512	SEALER, inch(s)FOAMinch(s) RISER 28OZ/24CA M-1 ADHESIVE, CRETEX#98050	ChemLink	M-1 Adhesive	10	EA	No Bid
513	SLEEVE, QUICK LOCK 10inch(s) STRAIGHT QL HG 6472	Quick Lock	HG 6472	10	EA	No Bid
514	SLEEVE, QUICK LOCK 12inch(s) STRAIGHT QL HG 6473	Quick Lock	HG 6473	5	EA	No Bid
515	SLEEVE, QUICK LOCK 6 STRAIGHT QL HG 6470	Quick Lock	HG 6470	20	EA	No Bid
516	SLEEVE, QUICK LOCK 8 STRAIGHT QL HG 6471	Quick Lock	HG 6471	20	EA	No Bid
517	TIGER TAIL 3feet, W/ ROPE CLAMP AND CUFFS	TigerTail	A123030003A	10	EA	No Bid
518	TUBE, SIGHT 2inch(s) X 24inch(s) CLEAR READER #240	Clear Reader	240	15	EA	\$24.71
519	VITA-D-CHLOR TABLETS 140/BK INTEGRA CHEMICAL CO	Integra Chem	Vita-D-Chlor-Tablets	10	BK	\$644.47
520	VITA-D-CHLOR GRANULAR 25KG PLASTIC PAIL, INTEGRA CHE CO	Integra Chem	Vita-D-Chlor-Granular	10	BK	\$162.35
521	WASHER, METER 3/4inch(s)X1/16inch(s)(100)^ BLK FIBER RND, WESTERMN(100/B)	White Rhino		20	BC	\$9.50
522	WASHER METER 3/4inch(s)X1/8inch(s)(100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		45	BC	\$7.25
523	WASHER, METER 1inch(s)X1/8inch(s) (100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		20	BC	\$40.00
524	WIRE, TRACEABLE, 10AWG ENDOTRACE WIRE	Endotrace	10AWG	8	EA	\$225.00
525	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%

EXHIBIT F-CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

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

Ferguson Waterworks

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Ryan C Moore

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor 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 vendor?

☐

Yes

☒

No

B. Is the vendor 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 one percent or more?

☐

Yes

☒

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ I have no Conflict of Interest to disclose.

5

Signature of vendor doing business with the governmental entity

Date

4-14-25

Certificate Of Completion

Envelope Id: 80BF2649-16AF-4CEF-B5AD-C635614D3C1C

Subject: Please DocuSign: City Council Contract 8788 Water and Wastewater Inventory (Ferguson)

Source Envelope:

Document Pages: 42

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Ginny Brummett

901B Texas Street

Denton, TX 76209

Ginny.Brummett@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

5/19/2025 1:39:47 PM

Holder: Ginny Brummett

Ginny.Brummett@cityofdenton.com

Location: DocuSign

Signer Events

Ginny Brummett

ginny.brummett@cityofdenton.com

Buyer

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

Completed

Using IP Address: 198.49.140.10

Timestamp

Sent: 5/19/2025 1:41:00 PM

Viewed: 5/19/2025 1:41:08 PM

Signed: 5/19/2025 1:42:06 PM

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 5/19/2025 1:42:11 PM

Viewed: 5/20/2025 9:45:49 AM

Signed: 5/20/2025 9:46:40 AM

Marcella Lunn

marcella.lunn@cityofdenton.com

Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 5/20/2025 9:46:43 AM

Viewed: 5/20/2025 10:35:56 AM

Signed: 5/20/2025 10:41:55 AM

Ryan Moore

ryan.moore@ferguson.com

General Manager

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/20/2025 12:38:58 PM

ID: ed419051-6559-48dd-9b68-c616186771bf



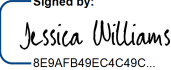
Signature Adoption: Pre-selected Style

Using IP Address: 12.63.228.194

Sent: 5/20/2025 10:41:57 AM

Viewed: 5/20/2025 12:38:58 PM

Signed: 5/20/2025 12:39:41 PM

Signer Events	Signature	Timestamp
Jessica Williams Jessica.jWilliams@cityofdenton.com Chief Financial Officer Security Level: Email, Account Authentication (None)	<div>Signed by:  8E9AFB49EC4C49C...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/20/2025 12:39:43 PM Viewed: 5/20/2025 3:23:42 PM Signed: 5/20/2025 3:24:06 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheyenne Defee
cheyenney.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 5/20/2025 3:24:09 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
cheyenney.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/19/2025 1:42:10 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/20/2025 3:24:09 PM
Viewed: 7/1/2025 10:15:16 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Keith Kading Keith.Kading@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 5:01:21 PM ID: 1160e000-86d1-4e3b-8bfb-d946e1f160ba		
Matt Lavalley matt.lavalley@ferguson.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2025 1:41:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

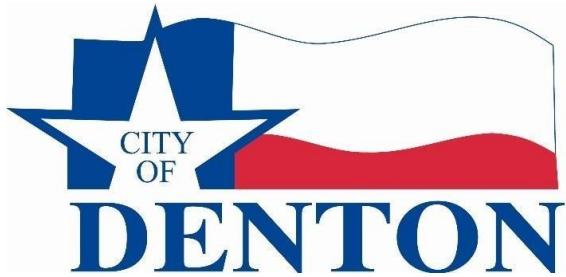
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



Docusign City Council Transmittal Coversheet

RFP	8788
File Name	Water & Wastewater Inventory-Contract (Core & Main)
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CORE AND MAIN LP
(Contract #8788)**

THIS CONTRACT is made and entered into this date _____, by and between Core & Main LP a Florida Limited Partnership whose address is 4333 Irving Blvd., Dallas, TX 75247, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City’s RFP #8788 Water & Wastewater Inventory, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s RFP 8788 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “E”**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “F”**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as “Contract Documents.”

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott

energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____
DocuSigned by:
Marcella Lunn
4B070831B4AA438...

THIS CONTRACT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and
business terms.

Signed by: _____ Jessica williams
Jessica Williams
8E9AFB49EC4C49C
SIGNATURE PRINTED NAME

Chief Financial Officer

TITLE
Finance

DEPARTMENT

CONTRACTOR

DocuSigned by:
BY: _____
John Thompson
3B913E4F604A458
AUTHORIZED SIGNATURE

Printed Name: John Thompson

Title: Sales Manager

940-391-3900

PHONE NUMBER

John.thompson@coreandmain.com

EMAIL ADDRESS

2025-1308201

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Contractor's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months. Prices in Contractor's proposal are firm for one (1) year after execution of the agreement. Thereafter, prices may be increased annually or otherwise based on manufacturer price increases. In the event of circumstances beyond the control of the Contractor, including but not limited to, government regulations, tariffs, and events of force majeure, the Contractor reserves the right to adjust prices upon thirty (30) calendar days' notice.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on the Contractor's request for price increase as indicated in Paragraph 4 herein. The escalation may be determined annually at the renewal date. The price may be increased based upon the manufacturer's price list. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted

for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued.

Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed \$12,000,000.00.

Core & Main LP is awarded as the secondary contractor for A, B, C, D, E, F, G, H, I, J, K, L, M, N, and R of RFP 8788, which sections A, B, C, D, E, F, G, H, I, J, K, L, M, N, and R only is awarded by this contract for the supply of A-Ductile Iron, B- Brass Adapters And Fittings, C- Adapters, Bends, Connectors, D - PVC Pipe; Water And Sewer, E-Water Meter Boxes, F - Manhole Lids, Rings, And Risers, G - Fire Hydrants, Extensions And Repair Kits, H-Bell Joint Leak Clamps, I-Repair Clamps, J-Flange, K – Brass Tapping Saddles, L-Stainless Steel Tapping Sleeves, M-Gate Valves, Ball Valves, Stops, N - Meter Resetters, and R-Miscellaneous Inventory. Pricing shall be per Exhibit E attached. The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed \$12,000,000.00.

Secondary contractor will be called if the Primary contractor fails to provide the supplies requested.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

Exhibit B
City of Denton's RFP #8788

On File at the Office of the Purchasing Agent

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City

only when the materials requested hereunder is delivered to the site requested by the City.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA") ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY**

HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation

charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
- iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract;
- vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. TRAVEL EXPENSES: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final

payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

20. WARRANTY – TITLE: THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall conform in all material respects to the material specifications for the materials provided hereunder, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense. Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by Buyer hereunder. Buyer acknowledges that Seller is a distributor of materials only and therefore offers no additional warranties. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

A. Recycled deliverables shall be clearly identified as such.

B. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

D. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: If applicable, the Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

B. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall receive payment for the materials delivered through the date of termination, materials not returnable to the manufacturer for credit and materials in the course of production.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Upon termination, Contractor shall receive payment for the materials delivered through the date of termination, materials not returnable to the manufacturer for credit and materials in the course of production.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination plus amounts for special order materials, materials not returnable to the manufacturer for credit and materials in the course of production, manufacturer cancellation fees, as well as return freight charges and reasonable restocking fees in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. FRAUD: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. TIME OF COMPLETION: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required unless events transpire that is out of its control.

32. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include actual and direct claims, demands, suits, causes of action, judgments, and liability including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees; the

officers, agents, and; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM DIRECT AND ACTUAL CLAIMS FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE DELIVERY OF MATERIALS PROVIDED HEREUNDER UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. LIMITATION OF LIABILITY: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. INSURANCE: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices

to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. INDEMNIFICATION AGAINST INFRINGEMENTS: This Paragraph shall only apply if the design or specifications are created by the Contractor, the Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR**

SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE THE RIGHTS ASSOCIATED WITH THE CITY'S OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such

information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. OWNERSHIP AND USE OF DELIVERABLES: This Paragraph shall only apply if the design or specifications are created by the Contractor, the City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD:** Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY:** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall

be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

53. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion

or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. EQUAL OPPORTUNITY Contractor agrees that during the performance of its contract it will:

- A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not

been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. Americans with Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

60. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

62. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. PREVAILING WAGE RATES: The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following:

(i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. DRUG FREE WORKPLACE: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. RECORDS RETENTION: The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. AUTHORITY: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of

this provision constitutes a material breach under this Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

8788 Water & Wastewater Inventory

Exhibit E

						Core and Main
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit
1	For all lines the preferred manufacturer is listed but some lines will allow for an alternate. The specifications in the scope of work has more					
2	SECTION A: DUCTILE IRON - C110 FULL BODY DOMESTIC ONLY					
3	BEND DUCTILE MJXMJ 8inch(s)X 11 1/4 DUCTILE C110, FULL BODY, TYLER	Tyler Union	8-C110-MJ-11 1/4	5	EA	\$503.00
4	BEND, DUCTILE 6inch(s) X 22 1/2	Tyler Union	6-C110-MJ-22 1/2	5	EA	\$339.00
5	BEND, DUCTILE 6inch(s) X 90 DEG MJ	Tyler Union	6-C110-MJ-90 DEG MJ	15	EA	\$334.00
6	BEND, DUCTILE 6inch(s)X45 CAST IRON	Tyler Union	6-C110-MJ-45	40	EA	\$288.00
7	BEND, DUCTILE 8inch(s) MJ 90 DEG C110 FULL BODY DOMESTIC	Tyler Union	8-C110-MJ-90	10	EA	\$650.00
8	BEND, DUCTILE 8inch(s)X22 1/2 C.I.	Tyler Union	8-C110-MJ-22 1/2	10	EA	\$525.00
9	BEND, DUCTILE 8inch(s)X45 CAST IRON TYLER DUCTILE 8X45	Tyler Union	8-C110-MJ-45	30	EA	\$422.00
10	BEND, DUCTILE 90 12inch(s) MJ C110 FULL BODY DOMESTIC	Tyler Union	12-C110-MJ-90	5	EA	\$1,270.00
11	BEND DUCTILE 11 1/4 X 12inch(s)^ MJ DOMESTIC C110	Tyler Union	12-C110-MJ-11 1/4	5	EA	\$1,010.00
12	BEND,DUCTILE 12inch(s) X 22 1/2 C.I	Tyler Union	12-C110-MJ-22 1/2	10	EA	\$1,010.00
13	BEND,DUCTILE 12inch(s)X45 CAST IRON	Tyler Union	12-C110-MJ-45	15	EA	\$1,055.00
14	BLIND FLANGE 10inch(s) C110 USA P401	Tyler Union	FLG-10-BLND	2	EA	\$722.00
15	BLIND FLANGE 16inch(s) C110 USA P401	Tyler Union	FLG-16-BLND	2	EA	\$2,105.00
16	PIPE CAP MJ 12inch(s)	Tyler Union	CAP-12-MJ	10	EA	\$305.00
17	PIPE CAP MJ 8inch(s)	Tyler Union	CAP-8-MJ	20	EA	\$174.50
18	PIPE, CAP MJ 4inch(s)	Tyler Union	CAP-4-MJ	5	EA	\$82.00
19	PIPE, CAP MJ 6inch(s)	Tyler Union	CAP-6-MJ	35	EA	\$125.75
20	PLUG,PUSH IN FOR 8inch(s) DUCTILE	Tyler Union	PIP-8	5	EA	\$181.50
21	PLUG,PUSH IN FOR 12inch(s) DUCTILE +	Tyler Union	PIP-12	2	EA	\$338.00
22	PLUG,PUSH IN FOR 6inch(s) DUCTILE +	Tyler Union	PIP-6	5	EA	\$101.50
23	REDUCER, MJ DUCTILE 12inch(s)X8inch(s) DOMESTIC C110	Tyler Union	12X8-RED-C110-MJ	2	EA	\$863.00
24	REDUCER, MJXMJ 6inch(s)X4inch(s) TYLER, C-110 FULL BODY	Tyler Union	6X4-RED-C110-MJ	5	EA	\$317.00
25	REDUCER, MJ DUCTILE 8inch(s) X 6 MJ X MJ, C110, DOMESTIC	Tyler Union	8X6-RED-C110-MJ	15	EA	\$469.00
26	SLEEVE, SOLID MJ 12inch(s) X 12inch(s)	Tyler Union	12X12-SLV-C110-SOL	15	EA	\$753.00
27	SLEEVE, SOLID MJ 3inch(s) X 12inch(s) ^ DOMESTIC C110	Tyler Union	3X12-SLV-C110-SOL	2	EA	\$225.00
28	SLEEVE, SOLID MJ 4inch(s) X 12inch(s)	Tyler Union	4X12-SLV-C110-SOL	10	EA	\$225.00
29	SLEEVE, SOLID MJ 6inch(s) X 12inch(s)	Tyler Union	6X12-SLV-C110-SOL	30	EA	\$250.00
30	SLEEVE, SOLID MJ 8inch(s) X 12inch(s)	Tyler Union	8X12-SLV-C110-SOL	30	EA	\$325.00
31	TEE 8inch(s)X8inch(s)X8inch(s) MJXFLXMJ TYLER, C-110 DOMESTIC	Tyler Union	8X8-TEE-C110-MJXFL	10	EA	\$921.00
32	TEE, 12X12X12 (MJXFLXMJ)	Tyler Union	12X12-TEE-C110-MJXFL	5	EA	\$2,020.00
33	TEE, 12X12X8 (MJXMJXFL) DI DOMESTIC C110	Tyler Union	12X8-TEE-C110-MJXFL	10	EA	\$1,766.00
34	TEE, 12X6X12 (MJXFLXMJ)	Tyler Union	12X6-TEE-C110-MJXFL	30	EA	\$1,753.00
35	TEE, 6 x 6 x 6 (MJ X FL X MJ)	Tyler Union	6X6-TEE-C110-MJXFL	5	EA	\$581.50
36	TEE, 8X6X8 (MJXFLXMJ)	Tyler Union	8X6-TEE-C110-MJXFL	25	EA	\$811.00
37	TEE, 12X12X12 (MJXMJXMJ) ^ DOMESTIC C110	Tyler Union	12X12-TEE-C110-MJXMJ	2	EA	\$2,133.00
38	TEE, 16x16x16 (MJxFLxMJ) DI ^ DOMESTIC C110	Tyler Union	16X16-TEE-C110-MJXFL	2	EA	\$3,821.00
39	TEE, FLANGE 12inch(s)X12inch(s)X4inch(s) ^ DOMESTIC C110, FULL BODY	Tyler Union	12X4-TEE-C110-MJXFL	2	EA	\$1,687.00
40	VALVE PLUG M.J. 4inch(s)	Tyler Union	MJ-4-PLG	5	EA	\$68.50
41	VALVE PLUG MJ 6inch(s)	Tyler Union	MJ-6-PLG	10	EA	\$101.50
42	VALVE PLUG MJ 8inch(s)	Tyler Union	MJ-8-PLG	5	EA	\$181.50

43	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
44	SECTION B: BRASS ADAPTERS AND FITTINGS ; Brass fittings for water service shall conform to AWWA C800 standards. ; Potable water only. Irrigation brass is not acceptable. Ford, Mueller, Merit Brass Acceptable					
45	ADAPTER, METER 3/4inch(s) X 1	Mueller	H-10879-254N	1100	PR	\$27.49
46	ANGLE BALL VALVE 2inch(s), FLNG-IP	Ford	BFA13-777W	5	EA	\$270.35
47	CONNECTOR ELL, 2inch(s) 90DEG PJXPJ+	Ford	L44-77-NL	10	EA	\$197.48
48	CONNECTOR WATER 1 1/2inch(s) MIP-PJ	Ford	C84-66-NL	20	EA	\$48.74
49	CONNECTOR WATER 1 1/2inch(s) PJ-PJ	Ford	C44-66-NL	15	EA	\$69.99
50	CONNECTOR WATER 1inch(s) MIP-PJ	Ford	C84-44-NL	110	EA	\$17.65
51	CONNECTOR WATER 1inch(s) PJ-PJ	Ford	C44-44-NL	70	EA	\$19.85
52	CONNECTOR WATER 2inch(s) MIP-PJ	Ford	C84-77-NL	150	EA	\$71.05
53	CONNECTOR WATER 2inch(s) PJ-PJ	Ford	C44-77-NL	25	EA	\$94.59
54	CONNECTOR WATER 3/4inch(s) IP-PJ	Ford	C84-33NL	150	EA	\$14.93
55	CONNECTOR WATER 3/4inch(s) PJ-PJ	Ford	C44-33-NL	80	EA	\$18.19
56	COUPLING BRASS,1 1/2inch(s) FEMALE	Merit Brass	NL111-24	15	EA	\$38.39
57	COUPLING BRASS,2inch(s) FEMALE	Merit Brass	NL111-32	20	EA	\$63.50
58	COUPLING METER 2 BOLT 1 1/2inch(s)	Smith Blair	926000002500000	100	EA	\$53.80
59	COUPLING METER 2 BOLT 2inch(s)	Smith Blair	926000001900000	150	EA	\$65.20
60	COUPLING METER EXPANSION 3/4inch(s)	Mueller	H-14234-250N	25	EA	\$19.30
61	COUPLING, BRASS, 1inch(s) FIP-FIP	Merit Brass	NL111-16	35	EA	\$17.64
62	COUPLING, BRASS, 3/4inch(s) FEMALE	Merit Brass	NL111-12	80	EA	\$10.35
63	ELBOW, BRASS 3/4inch(s) X 90	Merit Brass	NL101-12	25	EA	\$11.79
64	ELBOW,BRASS 2inch(s) X 45	Merrit Brass	NL101-32	15	EA	\$67.49
65	ELBOW,BRASS, 1inch(s) X 90 F-F	Merit Brass	NL101-16	30	EA	\$19.19
66	ELBOW,BRASS, 1.5inch(s) X 90	Merit Brass	NL101-24	10	EA	\$45.25
67	ELBOW,BRASS, 2inch(s) X 90	Merit Brass	NL101-32	40	EA	\$67.50
68	FLANGE ADAPTER METER 1.5inch(s) BRAS	Mueller	H-10129-H-500N	5	EA	\$44.69
69	FLANGE ADAPTER, METER 2inch(s) BRASS	Mueller	H-10129-H-550N	30	EA	\$58.34
70	KEY, WATER METER BOX , BRASS	Bass & Hays	BKEY52	100	EA	\$14.69
71	KEY, WATER METER BOX LONG BRASS +	Bass & Hays	BKEY16	100	EA	\$47.30
72	NIPPLE METER,BRASS, 1X2.5inch(s)	Ford	C38-44-2-625-NL	100	EA	\$10.64
73	NIPPLE METER,BRASS, 1X3inch(s)	Ford	C38-44-3.5-NL	40	EA	\$38.66
74	NIPPLE METER,BRASS, 1X8.5inch(s)	Ford	C38-44-3-5-NL	50	EA	\$32.54
75	NIPPLE METER,BRASS, 3/4inch(s)X2.5inch(s)	Ford	C38-44-8-5-NL	60	EA	\$6.48
76	NIPPLE METER,BRASS, 3/4X3inch(s)	Ford	C38-23-3-NL	55	EA	\$6.84
77	NIPPLE METER,BRASS, 3/4X8.5inch(s)	Ford	C38-23-8-5-NL	950	EA	\$26.54
78	NIPPLE, BRASS, 1inch(s) ALL THREAD	Merit Brass	2016-001	40	EA	\$3.73
79	NIPPLE, BRASS 1inch(s) X 4inch(s)	Merit Brass	2016-400	30	EA	\$7.94
80	NIPPLE, BRASS 3/4inch(s) X 2inch(s)	Merit Brass	2012-200	30	EA	\$3.19
81	NIPPLE, BRASS,2inch(s)X2inch(s) ALLTHREAD	Merit Brass	2132-001	50	EA	\$10.99
82	NIPPLE,BRASS, 1 1/2inch(s)X6inch(s)	Merit Brass	2124-600	25	EA	\$19.19
83	NIPPLE,BRASS, 1inch(s) X 2inch(s)	Merit Brass	2016-200	25	EA	\$4.75
84	NIPPLE,BRASS, 1inch(s)X 6inch(s)	Merit Brass	2016-600	15	EA	\$11.69
85	NIPPLE,BRASS, 1.5inch(s) X 2inch(s)	Merit Brass	2024-200	15	EA	\$7.75
86	NIPPLE,BRASS, 1.5inch(s) X 4inch(s)	Merit Brass	2024-400	20	EA	\$12.99
87	NIPPLE,BRASS, 2inch(s)X4inch(s)	Merit Brass	2132-400	40	EA	\$16.69
88	NIPPLE,BRASS, 2inch(s)X6inch(s)	Merit Brass	2132-600	60	EA	\$24.69
89	NIPPLE,BRASS, 3/4inch(s) ALLTHREAD 3/4 XCL STD BRASS NIPPLE	Merit Brass	2112-001	15	EA	\$2.54
90	NIPPLE,BRASS, 3/4inch(s) X 4inch(s)	Merit Brass	2112-400	20	EA	\$5.49
91	NIPPLE,BRASS, 3/4inch(s) X 6inch(s)	Merit Brass	2112-600	10	EA	\$7.99
92	NUT & GASKET ASSY, 1inch(s) PJ	Ford	NG-FF4	40	EA	\$8.59
93	PLUG BRASS 1inch(s)	Merit Brass	NL117-16	10	EA	\$11.81
94	PLUG BRASS 2inch(s)	Merit Brass	NL117-32	5	EA	\$33.93
95	PLUG BRASS 3/4inch(s)	Merit Brass	NL117-12	10	EA	\$7.39
96	PLUG BRASS 1 1/2inch(s) +	Merit Brass	NL117-24	5	EA	\$20.69
97	PLUG BRASS 3inch(s)	Merit Brass	NL117-48	10	EA	\$91.49
98	PLUG BRASS 4inch(s)	Merit Brass	NL117-64	10	EA	\$171.29

99	PLUNGER, METER BOX LID	Bass & Hays	PLUNGER51	75	EA	\$13.46
100	REDUCER BELL BRASS 1inch(s)X3/4inch(s)	Merit Brass	NL112-1612	25	EA	\$19.99
101	REDUCER BUSHING,BRASS, 2inch(s)X1inch(s)	Merit Brass	NL114-3216	50	EA	\$32.29
102	REDUCER BUSHING,BRASS,1inch(s)X3/4inch(s) FEMALE TO MALE	Merit Brass	NL114-1612	25	EA	\$10.79
103	REDUCER BUSHING,BRASS,2inch(s)X1.5inch(s)	Merit Brass	NL114-3224	10	EA	\$32.35
104	REDUCER BUSHNG BRASS 3/4X1/2inch(s)	Merit Brass	NL114-1208	5	EA	\$9.45
105	REDUCER BUSHNG,BRASS 1.5X3/4inch(s)	Merit Brass	NL114-2412	5	EA	\$26.19
106	REDUCER BUSHNG,BRASS, 1.5inch(s)X1inch(s)	Merit Brass	NL114-2416	5	EA	\$26.19
107	REDUCER BUSHNG,BRASS, 2inch(s)X3/4inch(s)	Merit Brass	NL114-3212	10	EA	\$32.35
108	TEE, BRASS, 1inch(s)	Merit Brass	NL106-16	15	EA	\$30.69
109	TEE, BRASS, 2inch(s)	Merit Brass	NL106-32	25	EA	\$85.69
110	TEE, BRASS, 3/4inch(s)	Merit Brass	NL106-12	5	EA	\$14.69
111	UNION, BRASS, 2inch(s)	Merit Brass	NL187-32	2	EA	\$131.69
112	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
113	SECTION C: PVC, ADAPTERS, BENDS, CONNECTORS					
114	ADAPTER 10inch(s)SDR-10inch(s)SDR35	GPK	156-ON10PK	5	EA	\$91.69
115	ADAPTER 4inch(s)SDR 35 - 4inch(s)SDR35	GPK	156ON4PK	450	EA	\$28.23
116	ADAPTER 6inch(s)SDR35-6inch(s)SDR35	GPK	156-ON6PK	70	EA	\$84.99
117	ADAPTER 8inch(s)SDR35-8inch(s) SDR35	GPK	156-ON8PK	40	EA	\$79.79
118	ADAPTER BUSHING, 4inch(s) DWV X SDR	Charlotte Pipe	PVC 118	30	EA	\$5.97
119	ADAPTER ECC. 10inch(s)C-10inch(s) SDR35	GPK	102-ON10PK	25	EA	\$82.68
120	ADAPTER ECC. 12inch(s)C-12inch(s) SDR35	GPK	102-ON12PK	5	EA	\$127.09
121	ADAPTER ECC. 4inch(s)C-4inch(s) SDR35	GPK	102-ON4PK	300	EA	\$31.31
122	ADAPTER ECC. 6inch(s)C-6inch(s)SDR35	GPK	102-ON6PK	200	EA	\$45.65
123	ADAPTER ECC. 8inch(s)C-8inch(s)SDR35	GPK	102-ON8PK	45	EA	\$62.81
124	ADAPTER, PVC FEMALE 3inch(s) SCH 40	Spears	SPEARS 435-030	10	EA	\$3.52
125	ADAPTER, PVC FEMALE 4inch(s) SCH 40	Spears	SPEARS 435-040	10	EA	\$5.82
126	BEND, 4inch(s) x 45 DEGREE BXB SDR 35	GPK	121-0004	35	EA	\$12.46
127	BEND, PVC 90 X 6inch(s) B X S	GPK	124-0006	5	EA	\$30.44
128	BEND, PVC 90 X 8inch(s) B x S	GPK	124-0008	5	EA	\$82.23
129	BEND, PVC, 22 1/2 X 4inch(s) BXB	GPK	117-0004	70	EA	\$12.42
130	BEND, PVC, 22 1/2 X 6inch(s) BXB +	GPK	117-0006	5	EA	\$24.49
131	BEND, PVC, 22 1/2 X 4inch(s) BXS	GPK	118-0004	175	EA	\$11.83
132	BEND, PVC, 22 1/2 X 6inch(s) BXS	GPK	118-0006	20	EA	\$23.25
133	BEND, PVC, 22 1/2 X 8inch(s) BXS	GPK	118-0008	5	EA	\$74.53
134	BEND, PVC, 45 X 4inch(s) BXS	GPK	122-0004	550	EA	\$11.19
135	BEND, PVC, 45 X 6inch(s) BXS	GPK	122-0006	80	EA	\$22.39
136	BEND, PVC, 45 X 8inch(s) BXS	GPK	122-0008	15	EA	\$67.54
137	CLEANOUT ADAPTER 4inch(s) FIPT X DWV(H SCH40 GPK327-0004	GPK	327-0004	110	EA	\$10.84
138	CLEANOUT ADAPTER 4inch(s) SDR35	GPK	227-0004	375	EA	\$5.97
139	CLEANOUT ADAPTER 6inch(s)	GPK	227-0006	20	EA	\$28.19
140	CLEANOUT PLUG 3	GPK	228-0003	40	EA	\$3.54
141	CLEANOUT PLUG 4inch(s)	GPK	228-0004	600	EA	\$3.64
142	CLEANOUT PLUG 6inch(s)	GPK	228-0006	35	EA	\$18.24
143	COUPLING, PVC, SEWER, 4inch(s) BXB +	GPK	306-0004	30	EA	\$15.39
144	INCREASER-REDUCER, 4X3 PVC DWV	Charlotte Pipe	PVC 102	25	EA	\$14.04
145	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	4P26FB8PE19	5	EA	\$115.85
146	INSERTA TEE 4inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	4P26FB8PE21	5	EA	\$115.85
147	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR19	InsertaTee FatBoy	6P26FB8PE19	2	EA	\$133.25
148	INSERTA TEE 6inch(s) SDR35 - 8inch(s)DR21	InsertaTee FatBoy	6P26FB8PE21	2	EA	\$133.25
149	PIPE POLY TUBING 1 1/2inch(s) X100feet	DRISCOPIPE	5100 POLYETHYLENE	10	RL	\$94.00
150	PIPE, POLY TUBING 2inch(s) X 100feet SDR 9, 200 PSI, CTS OD		SDR 9, 200 PSI, CTS OD	35	RL	\$148.00
151	PIPE, POLY TUBING 2inch(s), SDR9 300feet/500feet ROLL 200 PSI, CTS OD		200 PSI, CTS OD	275	FT	\$444.00

152	PIPE,POLY TRACEABLE 1inch(s) (100feet) 1inch(s) CTS ENDOTRACE 100feet COIL		1inch(s) CTS ENDOTRACE	80	EA	\$46.00
153	PIPE,POLY TRACEABLE 2inch(s) (100feet) 2inch(s) CTS ENDOTRACE 100feet COIL		2inch(s) CTS ENDOTRACE	20	EA	\$300.00
154	PIPE,POLY TRACEABLE 1inch(s)X200feet ^ 1inch(s) CTS ENDOTRACE 200feet COIL		1inch(s) CTS ENDOTRACE	20	EA	\$224.00
155	PIPE,POLY TRACEABLE 2inch(s)X200feet ^ 2inch(s) CTS ENDOTRACE 200feet COIL		2inch(s) CTS ENDOTRACE	20	EA	\$600.00
156	REDUCER, 6inch(s)X4inch(s) B X B ECCENTRIC	GPK	GPK 109-0046EEC	15	EA	\$48.99
157	REDUCER, 6inch(s)X4inch(s) BXS ECCENTRIC	GPK	GPK 110-0064EEC	25	EA	\$23.50
158	REDUCER, 8inch(s)X6inch(s) B X B ECCENTRIC	GPK	GPK 109-0068EEC	10	EA	\$76.74
159	REDUCER, 8inch(s)X6inch(s) BXS ECCENTRIC	GPK	GPK 110-0086EEC	20	EA	\$71.85
160	WYE PVC 10inch(s) X 4inch(s) BXBXB SDR35	PTI	G3010-4	10	EA	\$197.49
161	WYE PVC 10inch(s)X10inch(s)X4inch(s) BXBXB SDR 26	PTI	H3010-4	5	EA	\$251.59
162	WYE PVC 10inch(s)X10inch(s)X6inch(s) BXBXB SDR 26	PTI	H3010-6	5	EA	\$255.69
163	WYE PVC 45 4X4X4 BXBXB	PTI	G304	225	EA	\$21.46
164	WYE PVC 45 4X4X4 BXBXS	PTI	G324	5	EA	\$27.81
165	WYE PVC 45 6X6X4 BXBXB	PTI	G306-4	50	EA	\$43.49
166	WYE PVC 45 6X6X4 BXBXS	PTI	G326-4	5	EA	\$43.49
167	WYE PVC 45 6X6X6 BXBXS	PTI	G326	5	EA	\$52.79
168	WYE PVC 45 8X8X4 BXBXB	PTI	G308-4	150	EA	\$64.94
169	WYE PVC 45 8X8X4 BXBXS	PTI	G328-4	5	EA	\$64.69
170	WYE PVC 45 8X8X6 BXBXB	PTI	G308-6	20	EA	\$77.43
171	WYE PVC 45 8X8X6 BXBXS	PTI	G328-6	5	EA	\$77.42
172	WYE PVC 45 8X8X8 BXBXB	PTI	G308	15	EA	\$134.94
173	WYE PVC 8X8X4inch(s) BXBXB SDR 26	PTI	G308-4	15	EA	\$99.44
174	WYE, PVC, 45 6inch(s)x6inch(s)x6inch(s) BxBxB	PTI	G628 ONLY	15	EA	\$49.26
175	WYE PVC 12inch(s)X12inch(s)X4inch(s) BXBXB ^ SDR35	PTI	G3012-4	15	EA	\$284.00
176	WYE PVC 12inch(s)X12inch(s)X6inch(s) BXBXB ^ SDR35	PTI	G3012-6	5	EA	\$293.00
177	WYE PVC 45 8X8X8 BXBXS +	PTI	G328	5	EA	\$205.00
178	WYE PVC 8X8X6 BXBXB^ SDR 26	PTI	G308-6	5	EA	\$114.29
179	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
180	SECTION D: PVC PIPE - ALL PIPE MUST HAVE: 1) DATE OF MANUFACTURER CLEARLY STAMPED ON PRODUCT, AND A CODE FOR A DATE IS NOT ACCEPTABLE 2) THE DATE MUST NOT BE MORE THAN ONE YEAR OLD 3) NO DISCOLORATION OR SUN DAMAGE ACCEPTABLE BRANDS:JM EAGLE, PIPE LIFE, JET LIFE, NORTHERN PIPE & DIAMOND ONLYPlease explain in supplier note how each line is priced. City prefers block pricing.					
181	PIPE, PVC WATER,12inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	\$868.80
182	PIPE, PVC, SEWER, 10inch(s)X14feet	Diamond	SDR26	25	JT	\$221.90
183	PIPE, PVC, SEWER, 4inch(s)X14feet	Diamond	SDR26	5	JT	\$35.42
184	PIPE, PVC, SEWER, 6inch(s)X14feet	Diamond	SDR26	10	JT	\$78.68
185	PIPE, PVC, SEWER, 8inch(s)X14feet	Diamond	SDR26	115	JT	\$142.38
186	PIPE, PVC, WATER,4inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	10	JT	\$116.60
187	PIPE, PVC,WATER, 6inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	115	JT	\$234.20
188	PIPE, PVC,WATER, 8inch(s)X20feet DR-14 PVC D14 PC C900 305PSE	Diamond	DR14 C900	400	JT	\$403.20
189	PIPE, SEWER 8inch(s) DR21 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR21 IPS	30	JT	\$264.00
190	PIPE, SEWER 8inch(s)X40feet DR19 IPS GRAY HDPE GREEN STRIPE PE^	Diamond	DR19 IPS	10	JT	\$264.00
191	PIPE, WATER 12inch(s)X40feet DR11 IPS GRAY HDPE	Diamond	DR11 IPS	5	JT	\$836.00

192	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
193	SECTION E: WATER METER BOXES, SEWER BOXES ; Meter boxes shall be furnished with the lid included.					
194	BOX WATER METER 34-A SHORT 18inch(s) WIDE X 14inch(s) DEEP	BASS&HAYS	34A	500	EA	\$168.39
195	BOX, VALVE BASE	Tyler Union	6850-15B	200	EA	\$103.19
196	BOX, WATER METER 34-B LONG	BASS&HAYS	34B	85	EA	\$182.44
197	BOX, WATER METER 55A	BASS&HAYS	55A	80	EA	\$467.49
198	BOX,METER PLASTIC inch(s)SEWERinch(s) MARKED SEWER	BASS&HAYS	P34-P14D	375	EA	\$183.69
199	BOX,VALVE,TOP SECTION 16inch(s)	Tyler Union	T-16	10	EA	\$204.51
200	BOX,WTRMETER 548A 18inch(s) HIGH THESE METER BOXES NEED TO BE 18inch(s) HIGH ONLY	BASS&HAYS	548A	65	EA	\$461.06
201	SPRING, METER BOX LID	BASS&HAYS	BSRING50	50	EA	\$5.83
202	BOX, METER PLASTIC ROUND 34-A	BASS&HAYS	P34P18D w/ LID 3LIDP-1	600	EA	\$170.69
203	BOX, METER PLASTIC ROUND 548A	BASS&HAYS	P548P18D w/ LID 5LIDP-1	250	EA	\$356.69
204	BOX, METER PLASTIC ROUND 55-A	BASS&HAYS	P55P18D w/ LID 5LIDP-1	100	EA	\$370.69
205	BOX, B1324 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1324	5	EA	\$840.99
206	BOX, B1730 CHRISTY CONCRETE + TFC RATED H20 CONC W/ STL FRM	Old Castle	B1730	5	EA	\$1,359.99
207	EXTENSION, 12inch(s) B1324 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1324 BOX	Old Castle	B1324-EXT	5	EA	\$206.00
208	EXTENSION, 12inch(s) B1730 CHRISTY+ 12inch(s) CONCRETE EXT FOR B1730 BOX	Old Castle	B1730-EXT	5	EA	\$343.00
209	LID, B1324 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1324-LID-R	5	EA	\$448.99
210	LID, B1730 CHRISTY W/ READER + TRAFFIC RATED H20 DMND PLT	Old Castle	B1730-LID-R	5	EA	\$881.69
211	BOX, LID SEWER PLASTCLID ONLY	BASS & HAYS	3-LID2-1	5	EA	\$58.44
212	BOX, WATER METER LID 34A/B+LID ONLY	BASS & HAYS	3-LIDP-1	5	EA	\$34.40
213	BOX, WATER METER LID 55A&548A+LID ONLY	BASS & HAYS	5-LIDP-1	5	EA	\$84.59
214	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
215	SECTION F: MANHOLE LIDS, RINGS, AND RISERS ; Steel adjustment risers shall be furnished with set screws included.					
216	MANHOLE, LID 30inch(s) B&H # 1480 A (SANITARY SEWER)	BASS&HAYS	1480A	65	EA	\$335.00
217	MANHOLE RING 30inch(s) B&H # V1420 RG	BASS&HAYS	V1420	65	EA	\$289.00
218	MANHOLE, LID 300-24 B&H SANITARY SEWER COV. 300-24	BASS&HAYS	300-24SAN	10	EA	\$290.00
219	MANHOLE, LID SAN SWR 400-24 B&H# 40024C10 LID	BASS&HAYS	400-24SAN	25	EA	\$358.00
220	MANHOLE, RISER 300X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2X	5	EA	\$508.00
221	MANHOLE, RISER 300X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 4X	5	EA	\$823.00
222	MANHOLE, RISER 300X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 6X	5	EA	\$923.00
223	MANHOLE, RISER 400X24 1 1/2 BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1.5X	5	EA	\$651.00
224	MANHOLE, RISER 400X24 1inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 1X	15	EA	\$651.00
225	MANHOLE, RISER 400X24 2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2X	5	EA	\$682.00
226	MANHOLE, RISER 400X24 2 3/4inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 2.75X	5	EA	\$721.00
227	MANHOLE, RISER 300X24 2 1/2inch(s) + BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 2.5X	5	EA	\$556.00

228	MANHOLE, RISER 400X24 3inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 3X	5	EA	\$682.00
229	MANHOLE, RISER 400X24 4inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 4X	5	EA	\$814.00
230	MANHOLE, RISER 400X24 6inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	400-24 6X	20	EA	\$896.00
231	MANHOLE, RISER 300X24 1 1/2inch(s) BASS&HAYS TYPE 1 W/SET SCREWS	BASS&HAYS	300-24 1.5X	5	EA	\$508.00
232	MANHOLE, RING 400-24 BASS&HAYS# 40024RO	BASS&HAYS	BH400-24 RING	20	EA	\$356.00
233	MANHOLE, 1inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1X	10	EA	\$655.00
234	MANHOLE, 1.5inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 1.5X	10	EA	\$655.00
235	MANHOLE, 2inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 2X	10	EA	\$697.00
236	MANHOLE, 3inch(s) RISER 30inch(s) W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 3X	5	EA	\$697.00
237	MANHOLE, 4inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 4X	5	EA	\$790.00
238	MANHOLE, 6inch(s) RISER 30 W/SET SCREWS, BASS & HAYS	BASS&HAYS	VRM-30 6X	5	EA	\$919.00
239	MANHOLE, LID COMPOSITE 30inch(s) LOCKING CAP-ONE-30	Cap One	CAP-ONE-30	5	EA	\$1,953.00
240	MANHOLE, LID COMPOSITE 24inch(s) BOLT DOWN CAP-ONE-24	Cap One	CAP-ONE-24	5	EA	\$1,312.00
241	HAMMER, MANHOLE LID EXTRACTORMARY A# 5865425	BASS&HAYS	Mary A 5865425	10	EA	\$290.69
242	MANHOLE ADAPTER, 10inch(s) CONCRETE MANHOLE GASKET			5	EA	\$18.20
243	MANHOLE ADAPTER, 12inch(s) CONCRETE MANHOLE GASKET			5	EA	\$20.64
244	MANHOLE ADAPTER, 6inch(s) CONCRETE MANHOLE GASKET			5	EA	\$11.09
245	MANHOLE ADAPTER, 8inch(s) CONCRETE MANHOLE GASKET			5	EA	\$14.69
246	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
247	SECTION G: FIRE HYDRANTS, EXTENSIONS AND REPAIR KITS					
248	HYDRANT, COLLISION REPAIR KITFOR U.S. PIPE M-94, OEM ONLY	Mueller	M-94 TRK	5	EA	\$386.21
249	HYDRANT MAIN VALVE KIT - OLD MUELLER #280367 - OEM ONLY	Mueller	280367	5	EA	\$1,008.33
250	HYDRANT MAIN VALVE KIT > 1997 MUELLER 280359, OEM ONLY	Mueller	280359	10	EA	\$967.36
251	HYDRANT,MAIN VALVE KIT,WTROUS WATEROUS# WB-67-250, OEM ONLY	Waterous	K-537-A	5	EA	\$447.89
252	HYDRANT,MAIN VALVE KIT, US P FOR US PIPE M-94, OEM ONLY	Mueller	M-94 MVK	5	EA	\$1,141.24
253	EXTENSION, HYDRANT 24inch(s) - NEW MUELLER (OEM ONLY) A320-020	Mueller	A320-020	5	EA	\$595.00
254	HYDRANT 2inch(s) 3feetBURY 2.5 NOZZLE MUELLER MA411LAOLM ONLY	Mueller	MA411LAOL	5	EA	\$2,015.00
255	HYDRANT EXTENSION 12inch(s)OEM ONLY MUELLER A320-010, HRP37/A423	Mueller	A320-010	10	EA	\$455.00
256	HYDRANT EXTENSION 6inch(s)NEW STYLE MUELLER #A-320-006, OEM ONLY	Mueller	A320-006	5	EA	\$395.00
257	HYDRANT HOSE NOZZLE GASKET	Mueller	290272	5	EA	\$3.06
258	HYDRANT PUMPER NOZZLE GASKET	Mueller	192345	5	EA	\$11.06

259	HYDRANT REPAIR KIT NEW >1975 MUL#A301-01HYD REP PT#HRPI-301	Mueller	A301-01	15	EA	\$215.00
260	HYDRANT REPAIR KIT-BREAK FLNG WATEROUS #K528, OEM ONLY	Waterous	K-528	10	EA	\$195.00
261	STEM UPPER STEEL (feet95+ HYD) + MUELLER A- 11(KIT) -MA11OL	Mueller	A-11 KIT	5	EA	\$255.00
262	HYDRANT, FIRE 3.5feet BURY MUELLER MA423LAOLNDEN	Mueller	A423	5	EA	\$2,580.00
263	HYDRANT, FIRE 4feet BURY	Mueller	A423	5	EA	\$2,640.00
264	HYDRANT, FIRE 5feet BURY	Mueller	A423	40	EA	\$2,765.00
265	HYDRANT,REPAIR KIT - PRE 1974 MUELLER-HRPI-301- 00, OEM ONLY	Mueller	A301-00	5	EA	\$215.00
266	WRENCH, FIRE HYDRANT	Reed	HWB-02283	30	EA	\$25.00
267	HYD MAIN VALVE REPAIR KIT M&H+	M&H	Style 129	10	EA	\$145.00
268	HYD TRAFFIC REPAIR KIT M&H +	M&H	Style 129	10	EA	\$385.00
269	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
270	SECTION H: BELL JOINT LEAK CLAMPS FORD BRAND ONLY					
271	CLAMP, 6inch(s) BELL JOINT LEAK	FORD	FBC-710	5	EA	\$230.76
272	CLAMP, 8inch(s) BELL JOINT LEAK	FORD	FBC-930	5	EA	\$319.20
273	CLAMP, 10inch(s) BELL JOINT LEAK	FORD	FBC-1140	5	EA	\$400.16
274	CLAMP, 12inch(s) BELL JOINT LEAK	FORD	FBC-1350	5	EA	\$434.08
275	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
276	SECTION I: REPAIR CLAMPS ETC.					
277	CLAMP FULL CIRCLE 10inch(s) X 16inch(s) WITH ALLOY BOLTS	PowerSeal	3121W-16	5	EA	\$274.00
278	CLAMP FULL CIRCLE 10inch(s) X 7.5inch(s)	PowerSeal	3121W-75	5	EA	\$140.00
279	CLAMP FULL CIRCLE 8.5-15inch(s) W/WW	Ford	F1-894-15	20	EA	\$207.00
280	CLAMP, FULL CIRCLE 1.5inch(s)X7.5	Ford	F1-215-75	5	EA	\$68.00
281	CLAMP FULL CIRCLE 1.5inch(s)X 15inch(s)	Ford	F1-215-15	5	EA	\$102.00
282	CLAMP FULL CIRCLE 12inch(s) X 7.5inch(s)	Ford	F1-1350-75	10	EA	\$158.00
283	CLAMP, FULL CIRCLE 12inch(s)X20inch(s)	Ford	F1-1350-15	15	EA	\$418.00
284	CLAMP FULL CIRCLE 16inch(s)X12inch(s)	PowerSeal	312216C120AA-SB	5	EA	\$510.00
285	CLAMP, FULL CIRCLE 16inch(s)X20	PowerSeal	312216C200AA-LB	5	EA	\$819.00
286	CLAMP FULL CIRCLE 2inch(s) X 15inch(s)	Ford	F1-263-15	20	EA	\$119.00
287	CLAMP FULL CIRCLE 2inch(s) X 7.5inch(s)	Ford	F1-263-75	25	EA	\$58.00
288	CLAMP FULL CIRCLE 4inch(s) X 15inch(s)	Ford	F1-514-15	20	EA	\$152.00
289	CLAMP FULL CIRCLE 4inch(s) X 7.5inch(s)	Ford	F1-514-75	15	EA	\$77.00
290	CLAMP FULL CIRCLE 6inch(s) X 15inch(s)	Ford	F1-696-15	85	EA	\$173.00
291	CLAMP FULL CIRCLE 6inch(s) X 7.5inch(s)	Ford	F1-724-75	60	EA	\$91.00
292	CLAMP FULL CIRCLE 8inch(s) X 7.5inch(s)	Ford	F1-939-75	35	EA	\$106.00
293	CLAMP FULL CIRCLE 8inch(s)x15inch(s)8inch(s) cast iron pipes=OD of 9.05inch(s)	Ford	F1-939-15	50	EA	\$207.00
294	CLAMP,FULL CIRCLE RPR ,12inch(s)X15 ROMAX OD 14.00-14.40	Romac	171-145015000	5	EA	\$316.00
295	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ ROMAC CL1-1450-12	Romac	171-145012000	5	EA	\$254.00
296	CLAMP FULL CIRCLE RPR 12inch(s)X12inch(s)^ W/ 1inch(s) CC OUTLET	Romac	171-145012410	5	EA	\$290.00
297	CLAMP, 14inch(s) TRANS, RPR LONG + FORD F2-1700- 72 20inch(s) L	Ford	F2-1700-20	15	EA	\$819.50
298	CLAMP, 14inch(s) TRANS, RPR SHORT + FORD F2- 1700-32 10inch(s) L	Ford	F2-1700-10	15	EA	\$495.00
299	CLAMP, 18inch(s) TRANSITE, REPAIR + FORD F2-2145- 75 20inch(s) L	Ford	F2-2145-20	15	EA	\$901.07
300	CLAMP, LEAK 2inch(s) X 6inch(s)	Smithblair	229-00023807-000	1	EA	\$122.00
301	CLAMP,REPAIR,1 1/2inch(s)	Smith Blair	245-000-19003-000	5	EA	\$47.00
302	CLAMP, REPAIR,1/2inch(s)	Smith Blair	245-0008406-000	5	EA	\$89.00

303	CLAMP,REPAIR,1inch(s)	PowerSeal	3151W	15	EA	\$45.00
304	CLAMP,REPAIR,2inch(s)	PowerSeal	3151W	5	EA	\$52.00
305	CLAMP,REPAIR,3/4inch(s)	PowerSeal	3151W	10	EA	\$43.00
306	CLAMP, TAP 2inch(s)X1inch(s) TAP	PowerSeal	3131020080AD	5	EA	\$90.82
307	CLAMP, TAP S.S.6inch(s)X1inch(s) TAP	Smith Blair	239-00069007-009	5	EA	\$127.00
308	CLAMP, TAP S.S.8inch(s)X1inch(s) TAP	Smith Blair	239-00090507009	5	EA	\$143.00
309	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
310	SECTION J: FLANGE PKS/MJ GLAND PKS, MEG-A-LUG GLAND PACKS ; Flange hardware sets shall be hex bolts conforming to ANSI/AWWA C111/A21.11-7 standards. ; Mechanical Joint hardware sets shall be T-bolts conforming to ANSI/AWWA C111/A21.11-7 standards.					
311	BOLT/GASKET SET-12inch(s) FLANGE PK	White Rhino	BNGFP-12	10	EA	\$26.96
312	BOLT/GASKET SET-4inch(s) FLANGE PK	White Rhino	BNGFP-4	10	EA	\$9.95
313	BOLT/GASKET SET-6inch(s) FLANGE PK	White Rhino	BNGFP-6	70	EA	\$13.66
314	BOLT/GASKET SET-8inch(s) FLANGE PK	White Rhino	BNGFP-8	35	EA	\$15.70
315	GASKET FULLFACE RED RUB 4	White Rhino		5	EA	\$1.88
316	GASKET FULLFACE RED RUB 8	White Rhino		5	EA	\$3.21
317	GASKET, METER 1.5inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		85	EA	\$1.19
318	GASKET, METER 2inch(s) X 1/8inch(s) OVAL BLK RUBBER 2-BOLT, WHITE RHINO	White Rhino		275	EA	\$1.60
319	GLAND KIT M.J. 12inch(s)	Tyler/STAR	MJ-12	5	EA	\$107.80
320	GLAND KIT M.J. 10inch(s)	Tyler/STAR	MJ-10	5	EA	\$83.41
321	GLAND KIT M.J. 3inch(s)	Tyler/STAR	MJ-3	10	EA	\$24.40
322	GLAND KIT M.J. 4inch(s)	Tyler/STAR	MJ-4	10	EA	\$34.62
323	GLAND KIT M.J. 6inch(s)	Tyler/STAR	MJ-6	30	EA	\$51.93
324	GLAND KIT M.J. 8inch(s)	Tyler/STAR	MJ-8	30	EA	\$69.24
325	GLAND LESS KIT M.J. 12inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-12	5	EA	\$48.79
326	GLAND LESS KIT M.J. 6inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-6	20	EA	\$31.48
327	GLAND LESS KIT M.J. 8inch(s) REG ACC SET L/GLAND	Tyler/STAR	BLT-GSK-8	10	EA	\$35.42
328	MACRO COUPLING, XL, DI, 12 ROMAC OR EQUAL, 13.15-14.40	Romac	260-1440851	5	EA	\$717.17
329	HYMAX GRIP COUPLING 10inch(s)	Hymax	890-56-10270-16	20	EA	\$615.43
330	HYMAX GRIP COUPLING 12inch(s)	Hymax	890-56-12322-16	20	EA	\$724.55
331	HYMAX GRIP COUPLING 6inch(s)	Hymax	890-56-06165-16	20	EA	\$375.39
332	HYMAX GRIP COUPLING 8inch(s)	Hymax	890-56-08216-16	20	EA	\$484.83
333	MACRO COUPLING, XL, DI, 10inch(s) ROMAC , 11.00inch(s)-11.65inch(s)	Romac	260-1220851	20	EA	\$544.74
334	MACRO COUPLING, XL, DI, 4inch(s)	Romac	260-0560851	20	EA	\$263.56
335	MACRO COUPLING, XL, DI, 6inch(s) ROMAC , 6.62-7.40	Romac	260-0760851	20	EA	\$347.81
336	MACRO COUPLING, XL, DI, 8inch(s) ROMAC, 8.63-9.57	Romac	260-0975851	20	EA	\$393.86
337	MEG-A-LUG GLAND KIT 10inch(s) DOUBLE DUTY DI PIPE & C900	Tyler Union	TufGrip-TDW-10	10	EA	\$126.56
338	MEG-A-LUG GLAND KIT 12inch(s) 2012PV/STARGRIP 4000,C-900	Tyler Union	TufGrip-TDW-12	225	EA	\$182.14
339	MEG-A-LUG GLAND KIT 16inch(s) DI EBBA, CL52	Tyler Union	TufGrip-TDW-16	20	EA	\$283.01
340	MEG-A-LUG GLAND KIT 4inch(s) C-900 2004PV / 200VPEC / E2004PEC	Tyler Union	TufGrip-TDW-4	45	EA	\$59.78
341	MEG-A-LUG GLAND KIT 6inch(s) C-900 HUGHES # 2006PEC/STARGRIP 4000	Tyler Union	TufGrip-TDW-6	410	EA	\$76.13
342	MEG-A-LUG GLAND KIT 8inch(s) C-900 IND#E2008PTC/STARGRIP 4000	Tyler Union	TufGrip-TDW-8	325	EA	\$102.28
343	MEGA FLANGE, REST ADAPT 3inch(s)	EBBA	2103	10	EA	\$72.74
344	MEGA FLANGE, REST ADAPT 4inch(s)	EBBA	2104	10	EA	\$93.11

345	MEGA FLANGE, REST ADAPT 6inch(s)	EBBA	2106	10	EA	\$136.72
346	O-RING, VITON 1	Spears	V-215	10	EA	\$24.71
347	O-RING, VITON 2	Spears	V-330	10	EA	\$16.21
348	PLUG, GRIPPER MECH 3	Cherne	270-237	30	EA	\$5.67
349	PLUG, GRIPPER MECH 4	Cherne	270-296	100	EA	\$6.96
350	PLUG, GRIPPER MECH 6	Cherne	270-261	30	EA	\$18.82
351	PLUG, GRIPPER MECH 8inch(s)	Cherne	270-288	20	EA	\$32.76
352	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
353	SECTION K: BRASS TAPPING SADDLES All water service saddles shall conform to ANSI/AWWA C800 standards. Unless otherwise noted in the					
354	SADDLE TAP,BRAS,6inch(s)X1inch(s)	FORD	202B-750-CC4	40	EA	\$107.72
355	SADDLE TAP,BRASS,4inch(s)X1inch(s)	FORD	202B-540-CC4	5	EA	\$91.47
356	SADDLE TAP,BRASS,4inch(s)X2inch(s)	FORD	202B-540-CC7	5	EA	\$116.18
357	SADDLE TAP,BRASS,8inch(s)X1inch(s)	FORD	202B-962-CC4	185	EA	\$133.37
358	SADDLE,TAP,10inch(s)X1inch(s) BRASS	FORD	202B-1212-CC4	5	EA	\$165.22
359	SADDLE,TAP,12inch(s)X1inch(s) BRASS	FORD	202B-1438-CC4	60	EA	\$193.40
360	SADDLE,TAP,12inch(s)X2inch(s) BRASS	FORD	202B-1438-CC7	45	EA	\$222.12
361	SADDLE,TAP,16inch(s)X2inch(s) BRASS	FORD	202B-1840-CC7	5	EA	\$572.13
362	SADDLE,TAP,8inch(s)X2inch(s) BRASS	FORD	202B-962-CC7	15	EA	\$153.01
363	SADDLETAP,BRASS,6inch(s)X2inch(s)	FORD	202B-750-CC7	15	EA	\$135.41
364	SADDLE,TAP,16inch(s)X1inch(s) BRASS +	FORD	202B-1840-CC4	2	EA	\$490.41
365	SADDLE,TAP,20inch(s)X1inch(s) BRASS +	FORD	202B-2220-CC4	2	EA	\$652.97
366	SADDLE,TAP,20inch(s)X2inch(s) BRASS +	FORD	202B-2220-CC7	2	EA	\$652.97
367	SADDLE,TAP,10inch(s)X2inch(s) BRASS	FORD	202B-1212-CC7	1	EA	\$194.93
368	SADDLE, TAP, BRASS, 18inch(s)X2	FORD	202B-2050-IP7	1	EA	\$634.70
369	SADDLE, TAP, BRASS, 24inch(s)X1inch(s)	FORD	202B-2650-CC4	1	EA	\$765.92
370	SADDLE,TAP,16inch(s)X1inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36200198809000	1	EA	\$168.80
371	SADDLE,TAP,16inch(s)X2inch(s) CONC CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362001198815000	1	EA	\$168.80
372	SADDLE,TAP 20inch(s)X1inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	36224309000	1	EA	\$192.68
373	SADDLE,TAP 20inch(s)X2inch(s) CONCRTE CYLWITH 16inch(s)X 24inch(s) DIAPER	Smith Blair	362243815000	1	EA	\$192.68
374	SADDLE, WYE FLEXIBLE 4inch(s)	Fernco	TSW-4	125	EA	\$49.97
375	SADDLE, WYE FLEXIBLE 6inch(s)	Fernco	TSW-6	25	EA	\$64.14
376	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
377	SECTION L: STAINLESS STEEL TAPPING SLEEVES Romac, Smith Blair, and Power Seal Brands Only - NO FORD					
378	SLEEVE, TAPPING 4inch(s)X4inch(s) SS FL	Romac	SSTIII-5.00 X 4-SS FLG	10	EA	\$827.00
379	SLEEVE, TAPPING 6X6 SS FLG	Romac	SSTIII-7.30 X 6-SS FLG	10	EA	\$852.00
380	SLEEVE, TAPPING 8inch(s)X4inch(s) SS FL	Romac	SSTIII-9.45 X 4-SS FLG	10	EA	\$847.00
381	SLEEVE, TAPPING 8inch(s)X6inch(s) SS FL	Romac	SSTIII-9.45 X 6-SS FLG	15	EA	\$917.00
382	SLEEVE, TAPPING 8inch(s)X 8inch(s) SS FL	Romac	SSTIII-9.45 X 8-SS FLG	10	EA	\$1,121.00
383	SLEEVE, TAPPING 10inch(s)X6inch(s) SS FL	Romac	SSTIII-11.45 X 6-SS FLG	5	EA	\$985.00
384	SLEEVE, TAPPING 10inch(s)X8inch(s) SS FL	Romac	SSTIII-11.45 X 8-SS FLG	10	EA	\$1,292.00
385	SLEEVE, TAPPING 10inch(s)X10inch(s) SS FL	Romac	SSTIII-11.45 X 10-SS FLG	5	EA	\$1,891.00
386	SLEEVE, TAPPING 12inch(s)X4inch(s) SS FL	Romac	SSTIII-13.56 X 4-SS FLG	5	EA	\$1,093.00
387	SLEEVE, TAPPING 12inch(s)X6inch(s) SS FL	Romac	SSTIII-13.56 X 6-SS FLG	10	EA	\$1,210.00
388	SLEEVE, TAPPING 12inch(s)X8inch(s) SS FL	Romac	SSTIII-13.56 X 8-SS FLG	10	EA	\$1,476.00
389	SLEEVE TAPPING 12inch(s)X12inch(s) SS FL	Romac	SSTIII-13.56 X 12-SS FLG	5	EA	\$2,141.00
390	SLEEVE, TAPPING 16inch(s)X6inch(s) SS FL	Romac	SSTIII-17.80 X 6-SS FLG	5	EA	\$1,752.00
391	TAPPING SLEEVE, 16inch(s)X8inch(s) SS FL	Romac	SSTIII-17.80 X 8-SS FLG	5	EA	\$1,904.00
392	SLEEVE, TAPPING 16inch(s)X12inch(s) SS FL	Romac	SSTIII-17.80 X 12-SS FLG	5	EA	\$2,611.00
393	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
394	SECTION M: GATE VALVES, BALL VALVES, STOPS ; Acceptable water service valve manufacturers are: Mueller, Ford, MacDonald, Jones.					
395	ANGLE BALL VALVE 2inch(s), FLNG-PJ	Mueller	P24276-550N	40	EA	\$237.49

396	STOP, ANGLE METER 1inch(s) I.P.	Mueller	H14265-330N	20	EA	\$44.28
397	STOP, ANGLE METER 1inch(s) P.J.	Ford	BA43-44W-NL	300	EA	\$114.80
398	STOP, ANGLE METER 3/4inch(s) I.P	Mueller	H14265-215N	35	EA	\$28.90
399	STOP, ANGLE METER 3/4inch(s) P.J.	Mueller	H14258-215N	30	EA	\$38.77
400	STOP, ANGLE METER 3/4inch(s)X1inch(s) P.J	Ford	KV43-332W	15	EA	\$38.77
401	STOP, CORP. 1inch(s)PJ W/LOCKNUT	Ford	F1000-4-NL	350	EA	\$49.38
402	STOP, CORP. 2inch(s) (CC x FIP)	Ford	F1600-7-NL	50	EA	\$218.94
403	STOP, CORP. 2inch(s) (CC x CTS PJ)	Ford	FB1000-7-NL	30	EA	\$231.45
404	STOP, CORP. 3/4inch(s) CC-PJ	Mueller	P15008-250N	15	EA	\$32.60
405	STOP, CURB 1inch(s) I-I	Mueller	B20200-330N	20	EA	\$82.74
406	STOP, CURB 1inch(s) PJ-IP	Mueller	P25170-330N	145	EA	\$92.13
407	STOP, CURB 3/4inch(s) I-I	Mueller	B20200-250N	25	EA	\$54.02
408	STOP, CURB. 3/4inch(s) PJ-I	Ford	B41-333W	100	EA	\$60.78
409	VALVE FL-MJ 12inch(s) NON THREADED	Mueller	A2361-19-12 OL	5	EA	\$2,272.59
410	VALVE FL-MJ 6inch(s)	Mueller	A2361-19-6 OL	60	EA	\$758.00
411	VALVE FL-MJ 8inch(s)	Mueller	A2361-19-8 OL	20	EA	\$1,184.49
412	VALVE GATE FL 4inch(s) W/NUT	Mueller	A2361-6-4 OL	3	EA	\$588.84
413	VALVE GATE FL 4inch(s) W/WHEEL	Mueller	A2361-6-4 HW OL	3	EA	\$588.84
414	VALVE GATE FL 8inch(s) W/O ACCESS	Mueller	A2361-6-8 OL	20	EA	\$1,230.07
415	VALVE GATE FL X MJ 16inch(s)	Mueller	A2361-19-16 OL	2	EA	\$7,983.83
416	VALVE GATE FL X MJ 4inch(s) L/ACC	Mueller	A2361-19-4 OL	3	EA	\$567.02
417	VALVE GATE 2inch(s)W/NUT I-I,THREAD	Mueller	A2362-8-2 OL	5	EA	\$362.77
418	VALVE GATE 1 1/2inch(s)	Nibco	T113-1-1/2	20	EA	\$166.57
419	VALVE GATE 2inch(s)-BRASS NIBCO	Nibco	T113-2	15	EA	\$200.34
420	VALVE GATE FL. 3inch(s) W/WHEEL	Mueller	A2361-19-3 OL	5	EA	\$526.94
421	VALVE GATE MJ 16inch(s) W/O ACCESS	Mueller	A2361-23-16 OL	10	EA	\$7,983.83
422	VALVE GATE MJ 12inch(s) W/O ACCESS	Mueller	A2361-23-12 OL	20	EA	\$2,381.84
423	VALVE GATE MJ 4inch(s) W/O ACCESS	Mueller	A2361-23-4 OL	10	EA	\$594.28
424	VALVE GATE MJ 6inch(s) W/O ACCESS	Mueller	A2361-23-6 OL	45	EA	\$758.00
425	VALVE GATE MJ 8inch(s) W/O ACCESS.	Mueller	A2361-23-8 OL	35	EA	\$1,207.25
426	VALVE, BALL 1 1/2inch(s) FIP-FIP	Mueller	B20200-500N	10	EA	\$168.60
427	VALVE, BALL 2inch(s) FIP-FIP	Mueller	B20200-550N	60	EA	\$245.48
428	VALVE, BALL 3/4-3/4 FL-IP	Mueller	B25166-250N	5	EA	\$63.44
429	VALVE, BALL METER 1.5inch(s)	Mueller	P24276-500N	10	EA	\$239.41
430	VALVE, BALL METER 2inch(s)	Mueller	P24335-550N	15	EA	\$313.42
431	VALVE TAPPING 12inch(s) W/O ACCESS.	Mueller	T2361-19-12 OL	5	EA	\$3,579.12
432	VALVE TAPPING 4inch(s) W/O ACCESS.	Mueller	T2361-19-4 OL	3	EA	\$749.72
433	VALVE TAPPING 6inch(s) W/O ACCESS.	Mueller	T2361-19-6 OL	5	EA	\$1,058.53
434	VALVE TAPPING 8inch(s) W/O ACCESS.	Mueller	T2361-19-8 OL	5	EA	\$1,571.18
435	VALVE, CHECK DOUBLE 2inch(s)	Watts	2-LF-007-M1-QT	20	EA	\$517.62
436	BACKFLOW PREVENTER, RPZ 2inch(s)	Zurn	975XL3	20	EA	\$725.00
437	REPAIR KIT, 2inch(s) RPZ BACKFLOW +	Zurn	WRK114-975XLC	20	EA	\$150.00
438	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
439	SECTION N: METER RESETTERS Acceptable water service resetter manufacturers are: Mueller, Ford, Jones.					
440	RESETTER COPPER 3/4inch(s)	Ford	V42-7W	500	EA	\$112.67
441	RESETTER COPPER 5/8inch(s)X 3/4	Mueller	234H-1404	5	EA	\$100.67
442	RESETTER,COPPER, 1inch(s)X10inch(s)	Ford	V44-10W	10	EA	\$219.03
443	RESETTER,COPPER, 1-1/2inch(s) X 13Flanged Key valve on inlet, flanged Ell on outlet	Ford	V46-13	10	EA	\$1,398.95
444	RESETTER, COPPER, 1 1/2 X 18inch(s)	Ford	V46-18	1	EA	\$1,398.95
445	RESETTER,COPPER, 2inch(s) X 12Flanged Key valve on inlet, flanged Ell on outlet	Ford	V47-12	10	EA	\$1,544.88
446	RESETTER,COPPER, 2 X 18inch(s)	Mueller	106B2424N	2	EA	\$1,544.88
447	RESETTER, COPPER 12inch(s)	Ford	V42-12W	10	EA	\$122.03
448	RESETTER, COPPER 15inch(s)	Ford	V42-15W	5	EA	\$127.84
449	CORP, 1500 5/8inch(s)X3/4inch(s) SAMPLE STATION WATER PLUS	WaterPlus Corp	1500 5/8inch(s) x 3/4inch(s)	15	EA	\$778.95

450	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%
476	SECTION R: MISCELLANEOUS INVENTORY					
477	CHLORINE, GRANULAR, 100 LBS	Drytec	72304	115	DR	\$377.78
478	CLAMP, SNAP, 51inch(s) STANLEY ROBERTS #SC-248/SC-258	Stanley Roberts	SC-258	550	EA	\$5.66
479	DEODORANT LIQUID LONG-GON TEXAS NTL# S5086Q / AC6440-12	Fresh Products	BioConqueror 105	45	EA	\$400.00
480	ENCASEMENT POLY 29 X 200feet 29DW1WP / D29200PWF812	White Rhino		15	RL	\$121.16
481	ENCASEMENT,POLY 52inch(s)X200feet HDPE 4 MIL, HDPE	White Rhino		5	EA	\$205.56
482	ENCASEMENT,POLY 52inch(s)X200feet LDPE 8 MIL, LDPE	White Rhino		5	EA	\$205.56
483	GASKET, RAM NEK FLEXIBLE 42inch(s) 1.5inch(s)X42inch(s), RM 101 (20/CA)	RamNek	RM-101	130	EA	\$83.34
484	GASKET, 1/8inch(s) T, 48inch(s) ROLL F# DRRRG48A			3	RL	\$853.34
485	GASKET, BLK EPDM 4feet x 50feet ROLL F# EGWH9855			3	RL	\$1,348.89
486	HACH IRON REAGENT POWDERPILLOW 5ML (100 PK)	Hach	92799	20	EA	\$28.86
487	HACH PDP POWDER PILLOWS DPD4 (TOTAL)10ML 1000/PACK	Hach	2105628	20	EA	\$249.38
488	HOSE, SEWER FLUSH 3/4inch(s) X 600feet BARCO PIRANHA HP-12 (BLUE)	Piranha	HPB-12	5	EA	\$2,237.08
489	INFLOW DEFENDER, HDPE 24 POLYETHYLENE PRIME HDPE 250			85	EA	\$61.12
490	INFLOW DFNDR MAX, 30inch(s) POLYCARB INFLOW DEFENDER			20	EA	\$77.78
491	INSERT STIFFENER 1inch(s) STAINLESS S WHITE RHINO	Proselect	PSISCG	1		\$0.95
492	INSERT STIFFENER 1 1/2inch(s) JONES J2808, 2.562inch(s),528706J	Jones	J2805	40	EA	\$1.74
493	INSERT STIFFENER 2inch(s) JONES J2808, 2.562inch(s),528707J	Jones	J2808	300	EA	\$1.79
494	LUBE, PIPEinch(s)EASE-ONinch(s) 8 LB, BK ONLY	Ease-On	8LB BK	200	BK	\$41.06
495	MARKER UTILITY (SEWER MANHOLE) CARSONITE 6884-CSM	Carsonite	6884-CSM	50	EA	\$21.39
496	MARKER UTILITY (WATER VALVE) ITEM#CTFM062008-CWV116	Carsonite	CWV116	10	EA	\$21.39
497	MARKER WATER PIPELINE ITEM#CTFM062008-CW112	Carsonite	CW112	20	EA	\$21.39
498	MARKER, FLAG PURPLE 4inch(s)X 5inch(s)X18inch(s) NO SCREEN PRINT, 100/BUNDLE		P4518PP	20	BN	\$10.00
499	MARKER, FLAG BLUE (100/BN) P451-SCREENED W/ WHITE inch(s)W		P4521BE3035	70	BN	\$10.00
500	MARKER, FLAG GREEN 4inch(s)X 5inch(s)X 21 P451-GREEN, 100/BN		P4521G	40	BN	\$10.00
501	OCTOCRETE/RS PATCH CEMENT 50LB ICM SYSTEMS/RAPID SETTING PATCH	Octocrete	RS Patch	250	DR	\$250.00
502	PAINT ALUMINUM - HYDRANT FLYNT 1 GALLON	Flynt	Aluminum	15	EA	\$56.48
503	PAINT, SAFETY BLUE -HYDRANT FLYNT 1 GALLON	Flynt	Blue	15	EA	\$61.18
504	PAINT, WHITE PRIMER - HYDRANT FLYNT 1 GALLON	Flynt	White Primer	15	EA	\$55.30
505	PIPE COMPOUND SEAL RECTORSEAL#5 SLOWDRY,SOFTSET	Rectorseal	#5	20	QT	No Bid

506	PUMP UTILITY W/6feet HOSE BECKSON MODEL #136PF6	Beckson	136PF6	40	EA	\$50.67
507	PUMP, 2/3 HP SUBMERSIBLE TSURUMI LB-480-62 ONLY	Tsurumi	LB-480-62	30	EA	\$404.58
508	PUMP, SUMP & EFFLUENT 1 HP ZOELLER 140-0002 N140	Zoeller	140-0002	10	EA	\$1,137.15
509	ROOT KILLER - ROOTX ROOTX ONLY, 2 LB JAR	Rootx	2lb Jar	30	EA	\$140.00
510	SEALANT, SEALGUARD II 12A-12B TUBES, SGRE12 12/CA	Sealguard	SealGuardII	12	EA	\$650.00
511	SEALER MANHOLE MITSUBISHI ADEKA P201 (24/CA)	Adeka	P201A	50	EA	\$86.32
512	SEALER, inch(s)FOAMinch(s) RISER 28OZ/24CA M-1 ADHESIVE, CRETEX#98050	ChemLink	M-1 Adhesive	10	EA	\$26.67
513	SLEEVE, QUICK LOCK 10inch(s) STRAIGHT QL HG 6472	Quick Lock	HG 6472	10	EA	No Bid
514	SLEEVE, QUICK LOCK 12inch(s) STRAIGHT QL HG 6473	Quick Lock	HG 6473	5	EA	No Bid
515	SLEEVE, QUICK LOCK 6 STRAIGHT QL HG 6470	Quick Lock	HG 6470	20	EA	No Bid
516	SLEEVE, QUICK LOCK 8 STRAIGHT QL HG 6471	Quick Lock	HG 6471	20	EA	No Bid
517	TIGER TAIL 3feet, W/ ROPE CLAMP AND CUFFS	TigerTail	A123030003A	10	EA	\$247.00
518	TUBE, SIGHT 2inch(s) X 24inch(s) CLEAR READER #240	Clear Reader	240	15	EA	\$41.99
519	VITA-D-CHLOR TABLETS 140/BK INTEGRA CHEMICAL CO	Integra Chem	Vita-D-Chlor-Tablets	10	BK	\$634.95
520	VITA-D-CHLOR GRANULAR 25KG PLASTIC PAIL, INTEGRA CHE CO	Integra Chem	Vita-D-Chlor-Granular	10	BK	\$879.95
521	WASHER, METER 3/4inch(s)X1/16inch(s)(100)^ BLK FIBER RND, WESTERMN(100/B)	White Rhino		20	BC	\$0.12
522	WASHER METER 3/4inch(s)X1/8inch(s)(100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		45	BC	\$0.08
523	WASHER, METER 1inch(s)X1/8inch(s) (100/BG) BLK RUBBER, ROUND, WHITE RHINO	White Rhino		20	BC	\$0.10
524	WIRE, TRACEABLE, 10AWG ENDOTRACE WIRE	Endotrace	10AWG	8	EA	\$80.00
525	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%

CONFLICT OF INTEREST QUESTIONNAIRE -		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.		
<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
1	Name of vendor who has a business relationship with local governmental entity.	
	Core & Main LP	
2	<div><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</div> <p>(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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	Name of local government officer about whom the information in this section is being disclosed.	
	<div>_____</div> <p style="text-align: center;">Name of Officer</p>	
	<p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor 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?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 one percent or more?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<div><input type="checkbox"/> I have no Conflict of Interest to disclose.</div>	
5		
	<div>_____</div> <p>Signature of vendor doing business with the governmental entity</p>	<div>_____</div> <p>Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: CE5CA080-B562-4965-B8A6-1249FF1CD720

Status: Sent

Subject: Please DocuSign: City Council Contract 8788 Water & Wastewater Inventory-Contract (Core & Main)

Source Envelope:

Document Pages: 43

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Ginny Brummett

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Ginny.Brummett@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Ginny Brummett

Location: DocuSign

6/30/2025 10:16:39 AM

Ginny.Brummett@cityofdenton.com

Signer Events

Signature

Timestamp

Ginny Brummett

Completed

Sent: 6/30/2025 10:27:33 AM

ginny.brummett@cityofdenton.com

Viewed: 6/30/2025 10:27:42 AM

Buyer

Signed: 6/30/2025 10:27:57 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 6/30/2025 10:27:59 AM

lori.hewell@cityofdenton.com

Viewed: 6/30/2025 12:00:48 PM

Purchasing Manager

Signed: 6/30/2025 12:02:44 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 6/30/2025 12:02:46 PM

marcella.lunn@cityofdenton.com

Viewed: 6/30/2025 12:03:09 PM

Senior Deputy City Attorney

Signed: 6/30/2025 12:04:41 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John Thompson



Sent: 6/30/2025 12:04:43 PM

John.Thompson@coreandmain.com

Viewed: 6/30/2025 5:47:43 PM

Sales Manager

Signed: 6/30/2025 5:48:35 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

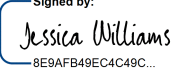
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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/5/2020 1:23:27 PM

ID: e95ebc40-0193-47a7-8159-eea6a5b7bf52

Signer Events	Signature	Timestamp
Jessica Williams Jessica.jWilliams@cityofdenton.com Chief Financial Officer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>Signed by:  8E9AFB49EC4C49C...</div> Signature Adoption: Pre-selected Style Using IP Address: 208.115.85.156 Signed using mobile	Sent: 6/30/2025 5:48:39 PM Viewed: 7/1/2025 9:27:28 AM Signed: 7/1/2025 9:27:41 AM

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 7/1/2025 9:27:44 AM
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Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign

Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/30/2025 10:27:59 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	<div>COPIED</div>	Sent: 7/1/2025 9:27:44 AM Viewed: 7/1/2025 10:10:26 AM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
City Secretary Office		
citysecretary@cityofdenton.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Keith Kading		
Keith.Kading@cityofdenton.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 6/27/2025 5:01:21 PM		
ID: 1160e000-86d1-4e3b-8bfb-d946e1f160ba		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2025 10:27:33 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

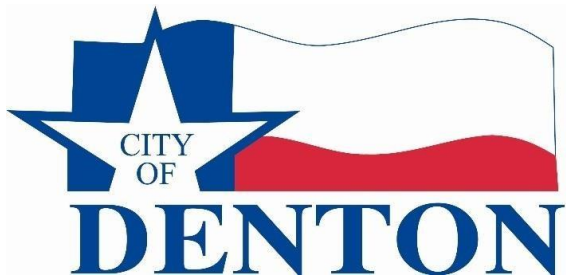
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



Docusign City Council Transmittal Coversheet

RFP	8788
File Name	Water & Wastewater Inventory (Metron Farnier)
Purchasing Contact	Ginny Brummett
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND METRON FARNIER, LLC
(Contract #8788)**

THIS CONTRACT is made and entered into this date _____, by and between Metron Farnier, LLC, a Colorado limited liability company whose address is 5665 Airport Blvd., Boulder, CO 80301, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City’s RFP #8788 Water & Wastewater Inventory, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s RFP 8788 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “E”**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “F”**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as “Contract Documents.”

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:

DocuSigned by:

Marcella Lunn

4B070831B4AA438...

THIS CONTRACT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

<div><div>Signed by:</div><div>Jessica Williams</div><div>979AFB48EDC418C</div></div>	Jessica Williams
SIGNATURE	PRINTED NAME

Chief Financial Officer

TITLE

Finanace

DEPARTMENT

CONTRACTOR

Signed by:

Paul W. Vince

0120F2335165

BY: _____
AUTHORIZED SIGNATURE

Printed Name: Paul w. vince

Title: VP-Legal

603-892-4951

PHONE NUMBER

paul.vince@metron-us.com

EMAIL ADDRESS

2025-1294802

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Contractor's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8%

limit per year. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

Metron Farnier, LLC is awarded as the only contractor for Section Q of RFP 8788, which Section Q only is awarded by this Contract for the supply of Q-Metron Farnier Meters and Repair Parts. Pricing shall be per Exhibit E attached. The cumulative contract spend for all sections for primary and secondary contractors for contract 8788 shall not exceed \$12,000,000.00.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

8. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined

above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit B
City of Denton's RFP #8788

On File at the Office of the Purchasing Agent

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA") ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if

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applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
- iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or Contract 8788 Metron Farnier

electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer. G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. TRAVEL EXPENSES: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have Contract 8788 Metron Farnier

electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. WARRANTY – TITLE: THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the Contract 8788 Metron Farnier

U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, Contract 8788 Metron Farnier

losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. FRAUD: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. LIMITATION OF LIABILITY: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. INSURANCE: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the Contract 8788 Metron Farnier

Solicitation and the Insurance Exhibit.

35. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. INDEMNIFICATION AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

delivery of such deliverables to the City or at such other time as the City may request.

C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: The Contractor agrees to comply with the conflict of interest provisions of the City of Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Contract 8788 Metron Farnier

solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either

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the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. EQUAL OPPORTUNITY Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

60. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. PREVAILING WAGE RATES: The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. DRUG FREE WORKPLACE: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. RECORDS RETENTION: The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. AUTHORITY: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

8788 Water & Wastewater Inventory
Exhibit E

						Metron Farnier
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit
469	SECTION Q: Water Meters - Single Jet. Metron Farnier ONLY.					
470	UME SPECTRUM 175, 3inch(s) TOPW/REG/TOUCH PAD METRON# RK175D	Metron Farnier	RK175D	20	EA	\$1,094.50
471	METER, WATER,SINGLE JET, S175+S175EM-3G/MF-STR-3/MF-AMR- TPP	Metron Farnier	S175-3	10	EA	\$2,695.00
472	METER, WATER SNGL JET,S500-3inch(s)+S500D- MSR3,T2I8INTTPP,T2I8MH6D	Metron Farnier	S500-4	5	EA	\$3,495.00
473	METER, WATER,SNGL JET,S260-4inch(s)+S260EM-4-G/MF-STR-4/MF- AMR-TPP	Metron Farnier	S260-4	5	EA	\$3,495.00
474	METER, WATER,SINGLE JET, S440S440-4-G/MF-STR-4/MF-AMR-TPP	Metron Farnier	S440-4	5	EA	\$4,495.00
475	Discount off List Price for Special Order Items in this category not mentioned above.					10.0%

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

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

Metron Farnier, LLC

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor 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 vendor?

☐

Yes

☒

No

B. Is the vendor 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 one percent or more?

☐

Yes

☒

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by:

Paul W. Vince

6/5/2025

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: D1650639-A511-4B20-8EB8-C98C37A2CB76

Subject: Please DocuSign: City Council Contract 8788 Water & Wastewater Inventory (Metron Farnier)

Source Envelope:

Document Pages: 33

Certificate Pages: 6

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Ginny Brummett

901B Texas Street

Denton, TX 76209

Ginny.Brummett@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

5/19/2025 12:20:00 PM

Holder: Ginny Brummett

Ginny.Brummett@cityofdenton.com

Location: DocuSign

Signer Events

Ginny Brummett

ginny.brummett@cityofdenton.com

Buyer

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

marcella.lunn@cityofdenton.com

Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul W. Vince

Paul.Vince@metron-us.com

VP-Legal

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/5/2025 8:46:17 AM

ID: 642fca36-66c5-49d4-a73a-82394b7c63f5

Signature

Completed

Using IP Address: 198.49.140.10

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Signed by:
Paul W. Vince
D0206F2733CC4B5...

Signature Adoption: Pre-selected Style

Using IP Address: 185.238.231.208

Timestamp

Sent: 5/19/2025 12:26:12 PM

Viewed: 5/19/2025 12:26:20 PM

Signed: 5/19/2025 12:26:35 PM

Sent: 5/19/2025 12:26:38 PM

Viewed: 5/19/2025 1:27:57 PM

Signed: 5/19/2025 1:28:30 PM

Sent: 5/19/2025 1:28:37 PM


Viewed: 5/19/2025 1:32:14 PM

Signed: 6/5/2025 8:41:39 AM

Sent: 6/5/2025 8:41:43 AM

Viewed: 6/5/2025 8:46:17 AM

Signed: 6/5/2025 8:49:02 AM

Signer Events	Signature	Timestamp
Jessica Williams Jessica.jWilliams@cityofdenton.com Chief Financial Officer Security Level: Email, Account Authentication (None)	<div>Signed by:  8E9AFB49EC4C49C...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/5/2025 8:49:06 AM Viewed: 6/5/2025 9:16:45 AM Signed: 6/5/2025 10:41:01 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 6/5/2025 10:41:04 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 5/19/2025 12:26:38 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/5/2025 10:41:04 AM Viewed: 7/1/2025 10:15:59 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Keith Kading Keith.Kading@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/27/2025 5:01:21 PM ID: 1160e000-86d1-4e3b-8bfb-d946e1f160ba		
Collin Baxter collinb@metronfarnier.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/11/2025 11:38:26 AM ID: d087fccf-c812-41ff-940f-d2e0a8dcebaa		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2025 12:26:12 PM
Envelope Updated	Security Checked	5/20/2025 5:01:50 PM
Envelope Updated	Security Checked	5/20/2025 5:01:51 PM
Envelope Updated	Security Checked	5/20/2025 5:01:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.