

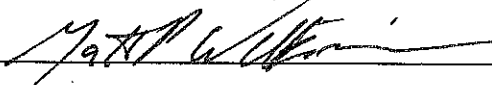
## Bidder's Response Section

### RFQ: S2024-06 Water Meters

Date: 12/20/2023

Name of Company: Ferguson Waterworks

Address: 11909 Tech Center Court, Poway, CA 92064

Signature: 

Name (please print) Matt Wilkinson

Title: Solutions Specialist

Phone Number: 951-452-9370

Fax Number: 858-391-5958

E-Mail: matt.wilkinson@ferguson.com

#### Sales Representative:

Contact Name: Matt Wilkinson Phone Number: 951-452-9370

E: Mail: matt.wilkinson@ferguson.com Fax Number: n/a

#### Ordering Information:

Contact Name: Matt Wilkinson Phone Number: 951-452-9370

E: Mail: matt.wilkinson@ferguson.com Fax Number: n/a

#### Billing Information:

Contact Name: Theresa Gallegos Phone Number: 858-391-3700

E-Mail: theresa.gallegos@ferguson.com Fax Number: n/a

**Pricing:**

Item	Brand and Model Quoted	Quote for Composite Plastic	Quote for 821 Bronze	Option Pricing Quote with Encoder Register
5/8 X 3/4 Inch Meters	Neptune T10 (AMI ready!)	<input type="checkbox"/> Register <input type="checkbox"/> Body	Not Acceptable	\$112.00
1 Inch Meter	Neptune T10 (AMI ready!)	Not Acceptable	Not Acceptable	\$206.00
1 1/2 Inch Meters	Neptune T10 (AMI ready!)	Not Acceptable	Not Acceptable	\$467.00
2 Inch Meters	Neptune T10 (AMI ready!)	Not Acceptable	Not Acceptable	\$572.00

Please Note: As an option please include pricing for encoder registers on all meters, as the Authority is looking at possibly transitioning to new meter technology in the future.

**Replacement Parts:**

Size	Chambers		Registers		Gaskets	
	Part #	Cost	Part #	Cost	Part #	Cost
5/8 X 3/4	9400-600	\$ 23.45	9107-012	\$ 28.00	8340-069	\$ 0.64
1 inch	9826-300	\$ 60.00	9107-032	\$ 28.00	8340-038	\$ 1.40
1-1/2 inch	9098-600	\$ 136.55	9107-042	\$ 28.00	9083-001	\$ 3.40
2 inch	9098-610	\$ 175.052	9107-052	\$ 28.00	9083-002	\$ 6.60

**Renewal Options:**

Escalation Caps for Renewal Option 1: 3 % or CPI/PPI Bronze Index.

Escalation Caps for Renewal Option 2: 5 % or CPI/PPI Bronze Index.

Escalation Caps for Renewal Option 3: 7 % or CPI/PPI Bronze Index.

Escalation Caps for Renewal Option 4: 15 % or CPI/PPI Bronze Index.

Optional, Sweetwater  
can decide to take  
percentage increases or  
base their increase/decrease  
off of CPI/PPI index.

Do you offer any type of parts exchange programs? NO None NO

If yes please attach details of parts exchange program.

Quoted meters are compatible with the following Automated Meter Reading systems:

All Neptune meters are fully compatible with Neptune 360. No Stranded assets for future migration to AMI or Cellular

Exceptions to Specifications:

Exceptions to Terms and Conditions. Section 6 "Liquidated Damages"

Exceptions to Section 18,B,3 "Termination - Default - 3"

## STATEMENT OF BIDDER'S QUALIFICATIONS

The following statements, as to the experience and qualifications of the Bidder, are to be submitted with the Bid, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the Bidder.

1. Company Name: Ferguson Wateworks
2. The Bidder has been engaged in the business, under the present business name for 69 years. Experience in work of a nature similar to that covered in the Scope of Work extends over a period of 17 years.
3. The Bidder has successfully completed the following contracts in the last three years, which are similar to the magnitude and difficulty of this project.

Company Name: Indio Water Authority

Contact Name: Miguel Pena

Contact e-mail: mpena@indio.org

Contact Phone Number: 760-625-1852

Service Provided: Neptune T10 and Mach10 meters with AMI Technology

Project Amount: Est. \$1 million Project Start Date: Present

Company Name: City of Oceanside

Contact Name: Sarah Davis

Contact e-mail: sdavis@oceansideca.org

Contact Phone Number: 760-435-5830

Service Provided: Neptune T10 meters with AMI Technology

Project Amount: Est. \$16 million Project Start Date: Present

4. Have you ever failed to complete any work awarded to you, or defaulted on a contract?

If so, please explain where and why? \_\_\_\_\_

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5. Additional information: Any other relevant information that supports the proposal:

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Sweetwater Authority  
Vendor Profile Form

Email completed form to [Purchasing@sweetwater.org](mailto:Purchasing@sweetwater.org)

**Vendor**

Business/Vendor Name:  
Ferguson Waterworks

Phone Number:  
858-391-3700

Street Address:  
11909 Tech Center Court

City:  
Poway

State and Zip Code:  
CA, 92064

Web Site Address: [www.ferguson.com](http://www.ferguson.com)

**Type of Business:** Wholesaler / Distributor

**Remittance Address**

Ferguson Waterworks #1083

Street Address Po Box 740827

City, State, and Zip Code Los Angeles, CA 90074-0827

**Representative Contact**

Name: Matt Wilkinson

Job Title: Solutions Specialist

Phone Number: 951-452-9370

Email Address: [matt.wilkinson@ferguson.com](mailto:matt.wilkinson@ferguson.com)

**Accounting Contact**

Name: Theresa Gallegos

Job Title: Area Credit Manager

Phone Number: 858-391-3700

Email Address: [theresa.gallegos@ferguson.com](mailto:theresa.gallegos@ferguson.com)

**Vendor Products and Services**

Products to be Purchased	Services to be rendered
Neptune Water Meters	Delivery of water meters

**Required:**

**Safety Data Sheet (SDS)**

Prior to the purchase of certain materials, the Project Manager will obtain the Safety Data Sheet (SDS) from the vendor and review this with the Safety Department for approval. Refer to the Safety Manual for further details.

**Certificate of Insurance**

Prior to performing services for Sweetwater Authority, the Authority must have current Certificates of Insurance on file for all companies, contractors, and consultants. Check box above if Insurance Certificate is required.

Please forward completed form to [Purchasing@sweetwater.org](mailto:Purchasing@sweetwater.org)

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**FERGUSON US HOLDINGS, INC.**

2 Business name/disregarded entity name, if different from above  
**FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**12500 JEFFERSON AVENUE**

6 City, state, and ZIP code  
**NEWPORT NEWS, VA 23602**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

5	4	-	1	4	7	3	3	3	8
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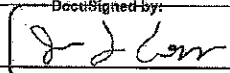
## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ January 11, 2022 | 12:15 PM EST

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	<b>INSURER A:</b> ACE American Insurance Company      22667	
	<b>INSURER B:</b> Indemnity Insurance Company of North Ameri      43575	
	<b>INSURER C:</b> ACE Fire Underwriters Insurance Company      20702	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W26842198      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

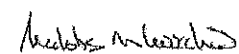
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	HDO G72489494	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured <input checked="" type="checkbox"/> Physical Damage		ISA H25564637	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR C68925289	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers' Compensation & Employers Liability- AZ/CA/MA Per Statute		WLR C68925320	05/01/2022	05/01/2023	E.L. Each Accident \$2,000,000 E.L. Disease - Pol Lmt \$2,000,000 E.L. Disease-Each Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Quote No. S2023-07

Workers Compensation Policy WLR C68925289 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV  
SEE ATTACHED

### CERTIFICATE HOLDER

### CANCELLATION

Sweetwater Authority 744 F Street Chula Vista, CA 91910	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

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

**ADDITIONAL REMARKS**

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

The Sweetwater Authority, its directors, officers, employees, and authorized volunteers are included as Additional Insureds as respects to General Liability as required by written contract but only with respect to liability caused by the Named Insured's operations.

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

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability as per written contract or agreement.

**INSURER AFFORDING COVERAGE:** ACE Fire Underwriters Insurance Company **NAIC#:** 20702  
**POLICY NUMBER:** RWC C68925368 **EFF DATE:** 05/01/2022 **EXP DATE:** 05/01/2023

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

**FERGUSON ENTERPRISES, LLC**  
**ACTIVE DBA SUBSIDIARY LIST**

<u>Entity Name</u>	<u>Entity Name</u>
Aaron and Company, Inc. (effective 5/23/2022)	Ferguson Enterprises of Virginia, LLC
AC Wholesalers	Ferguson Facilities Supply (FEI)
ACF Environmental (effective 11/16/2020)	Ferguson Facilities Supply (for Matera Paper -TX only)
Action Automation, a Wolsley Industrial Group company (eff 8/20/2018)	Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)
Action Plumbing Supply (effective 7/15/2019)	Ferguson Fire & Fabrication, Inc.
Adirondack Piping Solutions (effective 2/7/2022)	Ferguson Fire & Fabrication International
ADL (effective 7/16/2018)	Ferguson Heating & Cooling
Alaska Pipe & Supply	Ferguson Hospitality Sales
Amerock, LLC (effective 1/11/2021)	Ferguson HVAC – Air Cold
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson HVAC – EastWest Air
AMS Steam Products (effective 12/13/2021)	Ferguson HVAC – Lyon Conklin
Andrews Lighting & Hardware Gallery	Ferguson Industrial (effective 3/15/2022)
The Ar-Jay Center	Ferguson Integrated Services
Atlantic American Fire Equipment Company	Ferguson International
Avallon Global	Ferguson Panama, S.A.
BAC Appliance Center	Ferguson Parts & Packaging
Bath + Beyond	Ferguson Valve & Automation
Bayport Partners, LLC	Ferguson Waterworks
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Ferguson Waterworks - Municipal Pipe
Brock-McVey (effective 7/30/2018)	Ferguson Waterworks - Red Hed
Bruce-Rogers Company	Ferguson Waterworks EPPCO
Build.com, Inc. (fka Improvement Direct, Inc.)	Ferguson Waterworks International
Cal-Steam	Founders Kitchen & Bath, Inc. (effective 4/25/2022)
Canyon Pipe & Supply (effective 7/26/2021)	Galleria Bath & Kitchen Showplace
Capital Distributing (effective 10/29/2018)	Grand Junction Pipe (effective 9/24/2018)
City Lights Design Showroom	HM Wallace, Inc.
CFP	Hot Water Products (effective 12/13/2021)
Clawfoot Supply, LLC	Hot Water Sales and Associates (effective 12/13/2021)
Cline Contract Sales	H.P. Products Corporation
Columbia Pipe & Supply LLC (eff 3/13/2020)	HP Logistic, Inc.
Custom Lighting & Hardware	Improvement Brands Holdings, Inc.
D2 Land & Water Resource (effective 7/18/2022)	Industrial Hub of the Carolinas
Davies Water	Innovative Soil Solutions LLC (effective 7/29/2019)
DBS Holdings, Inc.	James Martin Signature Vanities, LLC (effective 1/28/2019)
Dealernet	J&G Products
Duhig Stainless (effective 3/12/2018)	Jones Stephens Corp. (effective 8/13/2018)
Energy & Process Corporation	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Equarius Waterworks, Meter & Automation Group	J.D. Daddario Company
Factory Direct Appliance	Joseph G. Pollard Co.
Ferguson Bath & Kitchen Gallery	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Ferguson Bath, Kitchen & Lighting Gallery	Karl's Appliances
Ferguson.com	Kitchen Art (effective 2/4/2019)
Ferguson CESCO, Inc.	Lakeland Plumbing Supply, LLC
Ferguson Direct	Lighting Design Center
Ferguson CeSCO, Inc.	Lighting Unlimited
Ferguson Enterprises, Inc.	Lincoln Products
Ferguson Enterprises, LLC	Linwood Pipe and Supply
Ferguson Enterprises LLC dba Henry Plumbing Kitchen & Bath Galleries (eff 2/9/2022)	Living Direct, Inc.
Ferguson Enterprises LLC dba Henry Plumbing Supply (effective 2/9/2022)	Louisiana Utilities Supply Company
Ferguson Enterprises LLC dba Henry Kitchen & Bath (effective 2/16/2022)	LUSCO
Ferguson Enterprises LLC dba Plumbers Supply Company of St. Louis (eff 2/16/2022)	Mahwah Realty, LLC

FERGUSON ENTERPRISES, LLC  
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
Entity Name	Entity Name
Maskir Properties Inc.	Safe Step Walk in Tub, LLC (effective 7/31/2018)
Matera Paper Company, Inc.	SG Supply Co.
Max Industries, Ltd. (effective 1/28/2019)	Ship-Pac
McFarland Supply	Signature Hardware
Meyer Appliance (effective 9/20/2021)	SimplyPlumbing, LLC
MFP Design (effective 3/25/2020)	SOS Sales
Michigan Meter	Southampton Realty Corp.
Millennium Lighting, Inc. (effective 8/27/2018)	Stock Loan Services, LLC
Minka Lighting, LLC (effective 7/25/2022)	Sunstate Meter & Supply, Inc. (effective 10/25/2021)
Mission Valley Pipe (effective 6/3/2019)	Supply.com
Mississippi Utility Supply Co. (MUSCO)	Tarpon Wholesale Supplies
Moore Industrial Supply (effective 7/12/2021)	The Davidson Group
Myers HVAC Supply	The Kitchen Showcase (effective 6/21/2021)
National Fire Products	The Plumbing Source
New Jersey Plumbing Group, LLC	The Stock Market
New York Plumbing Designs, LLC	Tinkar Realty, LLC
North Point Plumbing Supply, LLC	TotalFab, LLC
Old Dominion Supply, Inc. (effective 10/26/2020)	TPW Kitchen & Bath
Orange County Plumbing Group, LLC	Triton Environmental (effective 6/27/2022)
Palm Designs LLC	Uncle Sam Piping Solutions (effective 2/7/2022)
PCS Industries	Walkwork (effective 12/10/2018)
PL Sourcing	Wanlyn Realty Corp.
Plumb Source	Waterworks Industries
Plumbers Supply Company (effective 1/24/2022)	Webb Distributors
Plumbing Décor	Western Air Supply
Plumbing Holdings Corp.	Westfield Lighting
Pollardwater	Wholesale Group
Powell Pipe & Supply Co.	Wholesale Group Operations, Inc.
Power Equipment Direct Inc.	Wolseley (Barbados) Ltd
Process Instruments & Controls, LLC (effective 9/9/2019)	Wolseley de Puerto Rico, Inc.
Professional's Bath Source	Wolseley Financial Services
PV Sullivan Supply	Wolseley Industrial Group
Ramapo Wholesalers	Wolseley Integrated de Mexico S.A. de C.V.
RB Huntington Realty, LLC	Wolseley Investments North America, Inc.
Rencor Controls (effective 3/16/2020)	Wolseley Investments, Inc.
Robertson Supply (effective 11/19/2018)	Wolseley NA Construction Services, LLC
Rocky Hollow Realty, LLC	Wolseley NA Finance, Inc.
Renwes Sales	Wolseley Staffing de Mexico S.A. de C.V.
Redlon & Johnson	WPCC Forwarding
Reese Kitchen, Bath & Lighting Gallery	Wright Plumbing Supply
Royal Pacific Limited (effective 11/22/2021)	
Rybak Engineering (effective 7/26/2022)	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub (effective 11/1/2021)	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## DESIGNATED PROJECT(S) – AGGREGATE LIMIT

Named Insured Ferguson US Holdings, LLC			Endorsement Number 213
Policy Symbol HDO	Policy Number G72489494	Policy Period 05/01/2022 to 05/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Designated Project(s):** each project for which the Insured has agreed, pursuant to a written contract signed prior to the date of loss, to provide a separate Designated Project Aggregate Limit under this policy.

**Designated Project Aggregate Limit:** \$5,000,000

- A. Subject to and eroding the General Aggregate Limit shown in the Declarations, for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single Designated Project shown in the Schedule above:
1. A separate Designated Project Aggregate Limit applies to each Designated Project, and that limit is equal to the amount of the Designated Project Aggregate Limit shown in the Schedule above.
  2. The Designated Project Aggregate Limit is the most we will pay for the sum of damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, which damages and medical expenses can be attributed only to ongoing operations at a single Designated Project, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Project Aggregate Limit for that Designated Project and shall also reduce and erode the General Aggregate Limit shown in the Declarations, but shall not reduce any other Designated Project Aggregate Limit for any other Designated Project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However such limits will be subject to the applicable Designated Project Aggregate Limit, as well as the General Aggregate Limit shown in the Declarations.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single

Designated Project:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.





# Sweetwater Authority

## Notice

### Request for Quote No. **S2024-06**

For: Water Meters

Bid Release Date:

**Monday, November 20, 2023**

Question Deadline:

**Thursday, December 7, 2023 at 2:00 P.M.**

Bids Due:

**Wednesday, December 20, 2023 at 2:00 P.M.**

In the Purchasing Division at:

Sweetwater Authority

744 F Street

Chula Vista, CA 91910

Buyer: Sylvia McCain

Phone (619) 409-6872

Email: [purchasing@sweetwater.org](mailto:purchasing@sweetwater.org)

## SWEETWATER AUTHORITY

Sweetwater Authority (Authority) is a publicly owned water agency that provides water service to National City, Bonita and the western and central portions of Chula Vista, California. All provisions of law applicable to public contracts will be made part of the final contract to the same extent as though set forth herein, and will be complied with by the successful bidder

## THE DESIRED SERVICE

Sweetwater Authority is soliciting bids to establish a requirement contract for the purchase of water meters. Sweetwater Authority will be accepting quotes for a twelve (12) month contract with four (4) one-year renewal options.

## SCOPE OF WORK

Provide all labor, supervision, tools, equipment, materials, and incidentals necessary to provide water meters to be utilized in a potable, cold water application.

### Meter Size Capacity, Length and Estimated Quantity

Meter Size	Capacity	Length	Estimated Annual Usage	Normal Order Quantity
5/8 X 3/4 inch	20 GPM	7-1/2"	1200	200
1 inch	55 GPM	10"	250	25
1-1/2 inch	80 GPM	13"	80	10
2 inch	100 GPM	17"	80	10

The estimates above are provided for the sole purpose of comparing offers. Quantities listed may be increased or decreased to meet the requirements of the Authority. A minimum quantity is not guaranteed. By responding to this RFQ, respondents agree to furnish quantities above or below the estimates given.

### Type

All meters shall be certified for conformance with American National Standards Institute Standard 61 and ANSI. All size meters shall meet the NSF 61 certification. NSF 61 must be stamped on the meter casing. All meters shall meet the following AWWA specifications (with the exception of the brass requirement which shall meet the NSF 61 certification: ANSI/AWWA C700-0 – Cold water Meters – Displacement Type, Bronze Main Case, nutating disc positive displacement type only.

### Meter Model

Respondents must specify meter model numbers on each meter size they propose to offer. Respondents must, **if requested**, be able to provide samples of the meters, and pick them up once notified by the Authority that the evaluation process is completed. Delivery and pick up must be done at the Respondents own expense.

### Marking

The size, model, and direction of flow through the meter shall be marked permanently on the outer case of all meters. All meters shall have manufacturer's serial number stamped on the meter main case and top of the reading lid.

**Bolts**

All main bolts are to be of 300 series non-magnetic stainless steel to prevent corrosion.

**Strainers**

All meters shall have internal strainers, unless used for applications that do not require them.

**Registers**

The register is to be of straight reading, with a minimum of six-numeral wheel and shall read in cubic feet only. Direct reading register cups to be of corrosion-free material, and be covered by a high strength impact resistant hermetically sealed glass to prevent breakage, fogging, condensation or accumulation of sand/soil. Registers are to be secured to the main case with a plastic tamperproof seal, to allow for in-line service replacement. Register boxes and lids for 1, 1-1/2 and 2-inch meters should be 821 Bronze only. Register boxes and lids for 5/8-inch meters are acceptable in standard 821 Bronze or composition plastic. Please specify material quoted and if available include pricing for both bronze and composition plastic options for 5/8-inch meters.

The Authority performs meter reading by visual means only; therefore, meters with larger, legible numbers that are easier to read from various angles may be given extra consideration. Numeral wheels and background must be of contrasting colors to allow for easy reading; digits that read less than 100 cubic feet must also be of a different color of the wheels that read over 100 cubic feet.

Registers should also have the capability to be retrofitted to be compatible with any AMI or Cellular device/system.

As an option please include pricing for encoder registers on all meters, as the Authority is looking at possibly transitioning to new meter technology in the future.

**Meter Bodies:**

Meter bodies for 1, 1-1/2 and 2 inches should be 821 Bronze only. 821 Bronze bodies are preferred, but a composition plastic body with bronze or metal thread inserts may be considered for 5/8-inch meters only. Please specify material quoted and if available include pricing for both bronze and composition options for 5/8-inch meters.

**Required Service Life**

Meters and register units shall have a design service life expectancy of 10 years. Meters that fail to perform to at least AWWA repaired meter accuracy standards due to defective design and/or materials and/or workmanship within this period after installation shall be replaced and all costs paid by the Manufacturer or Supplier (contractor) upon demand without cost to the Authority. The contractor shall pay all freight cost, labor, and materials for the return of the defective meters and new replacement meters.

**Qualifications**

Bidder must be a manufacturer or authorized distributor of the manufacturer for the water meters proposed. The authorized distributors must regularly maintain a substantial stock of the water meters quoted and must be actively engaged in the sale of water meters. A Sweetwater Authority representative may examine such stock and facilities at any time either before award is made or during the life of the contract.



**Attn: Purchasing**  
**744 F Street**  
**Chula Vista, CA 91910**  
**[purchasing@sweetwater.org](mailto:purchasing@sweetwater.org)**

### **Bid Opening**

At the date and time set for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bidders or their representatives may be present at the opening of bids. Bids must be received by **2:00 P.M. on Wednesday, December 20, 2023**, at which time the bids will be opened and read aloud at the Sweetwater Authority Operations Center. Late bids will not be considered, and will be returned to the bidder unopened.

Responses must be mailed to:

Sweetwater Authority  
744 F Street  
Chula Vista, CA 91910  
Attention: Purchasing/Bid-S2024-06

### **Evidence of Responsibility**

Upon request by Sweetwater Authority, a bidder shall submit promptly to the Authority's satisfaction, evidence showing the bidder's financial resources, experience, qualifications, available organizational resources, and any other information or qualifications that may be required to determine the bidder's responsibility, ability, and capability to perform under any resulting contract.

### **Bid Addendums**

Do not rely on any oral or telephonic changes or modifications. All changes and modifications will be confirmed in writing by an authorized Sweetwater Authority representative. All bid addendums shall be expressly acknowledged and included with your bid response.

Bidders should check the Authority's web site [www.sweetwater.org](http://www.sweetwater.org) (About Us, Bid Opportunities) to obtain copies of addendums and forms.

### **Quotations /Responses**

All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation.

### **Pricing**

All prices quotes shall be F.O. B. delivered, on an as needed, as called for basis (sales tax excluded). It shall be understood that the contract period shall be for one (1) year from the date of the award. No price increase shall be accepted during the initial contract period. The Bidder represents and warrants that all rates and/or prices are at least as low as those currently being quoted by the Bidder to commercial or government users for the same material under similar circumstances.

### **Proposal Forms**

Proposal must be submitted on preprinted forms supplied by Sweetwater Authority. One original and one copy must be submitted on or before the Submittal Deadline. Please submit one (1) original proposal marked "MASTER" and one proposal marked "COPY." If discrepancies are found between the master and the copy, the original marked Master will provide the basis for resolving

such discrepancies. If one document is not clearly marked "MASTER," Sweetwater Authority reserves the right to use the original as the Master. If no document can be identified as an original bearing the original signatures, the proposal may be rejected at the discretion of Sweetwater Authority

**Proposals submitted in response to this RFQ shall include:**

1) Bidder Response Section:

Complete and return the Bidder Response Section. The Bidder Response Section must be signed by the officer or officers legally authorized to bind the company, partnership, or corporation. All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation.

2) Statement of Bidder's Qualifications and References:

Bidder shall provide information demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. Include references for two customers that were similar to this project.

3) New Supplier Information:

New suppliers shall complete and return a W-9 and a Sweetwater Authority Vendor Profile form.

Please note: The original RFQ or a copy of the RFQ does not need to be returned with the proposal, unless exceptions or comments are noted within the document.

**Withdrawal of Proposal**

A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that the bidder's request for withdrawal is received at the Purchasing Department in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or by his duly authorized representative.

**Bid Validity**

Proposals/bids are valid for ninety (90) days from opening.

**Right to Waive or Reject**

The Authority reserves the right to reject any or all proposals/bids or to waive any minor irregularities in any proposal/bid or in the bidding process. The Authority reserves the right to cancel, in whole or in part, this RFQ. This RFQ does not commit the Authority to award a contract, to defray any costs incurred in the preparation of a Quotation, or to procure or contract for work. This inquiry implies no obligation to buy. The right is reserved to accept all or part, or decline the whole. Do not quote on goods or services that you cannot supply or provide. When substitutes are allowed and offered, attach complete specifications. The Authority's standard purchase order terms and conditions, copy attached hereto, will apply to any order(s) resulting from this quotation.

**Bid Results**

Bid results **will not** be given out over the phone or by email. To obtain bid results, please provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the

bid, or mailed directly to the Purchasing Section. They will be kept on file until the bid opens and the extensions are verified.

Results will be posted on the Authority website at [www.sweetwater.org](http://www.sweetwater.org), About Us, Bid Opportunities & Results.

### **Award**

The contract will be awarded based on the proposal that best meets Sweetwater Authority's needs. Responses will be evaluated on a variety of factors as described below (in no particular order).

- Bidder's responsiveness to the specifications
- Qualifications to provide the required meters
- Ability of Respondent to perform under the terms and conditions specified
- References from other clients
- Pricing

### **Contract Documents**

The contract documents will consist of a contract from the Authority, this RFQ, and the successful bidders completed and signed Bidder's Response Form, and Certificate of Insurance. Individual Purchase Order(s) will be issued as meters are ordered.

### **Period of Performance**

If an award is made, the resulting contract shall be for a one (1) year period. No price increase shall be accepted during the initial contract period. The Authority reserves the right to extend the contract for four (4) additional, 12-month contract periods. Such extensions will be at the Authority's option and must be under the same terms and conditions. Renewal price and performance will be major factors when evaluating the renewal options. Any increase shall be limited to the escalation caps. Contractor shall provide the Authority with a forty-five (45) advance written notice of any proposed renewal increase. The increase request shall contain supporting documentation and justification for the increase.

### **Billing Requirement**

Invoices shall reflect the individual purchase order number as assigned to each order. Invoices should be mailed to:

Sweetwater Authority  
505 Garrett Avenue  
Chula Vista, CA 91910  
Attention: Accounts Payable

Electronic invoices and/or statements can be emailed to: [payables@sweetwater.org](mailto:payables@sweetwater.org)

Payment Terms: Invoices will be paid within thirty (30) days from date of acceptance of service, or receipt of invoice, whichever occurs later.

### **Cancellation/Termination**

Sweetwater Authority reserves the right to cancel any contract resulting from this solicitation in its entirety at no cost, except for services rendered and goods delivered, and accepted upon a thirty (30) days' written notice stating the reasons for termination. Termination is normally reserved for such reasons as unsatisfactory performance, or changes in funding, scope, or needs of Sweetwater Authority.

## TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **Purchase Order:** These terms and conditions govern the implementation of the purchase order to which they are attached ("Purchase Order"). In the case of any conflict between the Purchase Order, these terms and conditions, and any attachments incorporated herein by reference, these terms and conditions shall govern. The Purchase Order, these terms and conditions and any attachments incorporated herein are sometimes referred to herein as the "Contract".
2. **Definitions:** As used herein, "Goods" shall mean and refer to all articles, items, parts, materials, goods, supplies, or products, and any associated labor or services, furnished by Supplier. As used herein, "Services" shall mean all work or services furnished by Supplier.
3. **Acceptance/Inspection:** Goods or Services shall be exactly as specified in the Purchase Order, free from all defects in design, workmanship and materials and are subject to inspection and testing by Authority or its authorized representative. Delivery does not constitute acceptance. Authority may reject nonconforming Goods or Services, or exercise any other right specified herein related to nonconforming Goods or Services.
4. **Prices:** Unless expressly provided otherwise, all prices and fees specified in the Purchase Order are firm and shall not be subject to change without the written approval of Authority. No extra charges of any kind will be allowed unless specifically agreed to in writing by Authority's authorized representative. Unless otherwise specified herein, the total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods or Services furnished to Authority hereunder; and (ii) all charges for packing, freight and transportation to destination.
5. **Payment:** The time period allowed for payment as indicated on the Purchase Order shall commence upon receipt of Supplier's invoice or upon receipt of the Goods or performance of the Services, whichever is later, and approval by Authority of the invoice. All shipping documents and invoices must reference Authority Purchase Order number in order to be processed. Orders delivered directly to job sites may require proof of delivery prior to payment. Acceptable proof is a signed packing slip acknowledging delivery. Payments otherwise due may be withheld by Authority on account of defective Goods or Services not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Contract, or to protect Authority against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, Authority may remove them at Supplier's expense.
6. **Schedule; Liquidated Damages:** ~~The time of Supplier's performance is of the essence for this Contract. The Goods or Services shall be delivered in accordance with any schedule set forth in the Purchase Order. Supplier must immediately notify Authority in writing any time delivery is behind schedule or may not be completed on schedule. If delivery does not occur on schedule it is understood that Authority will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Supplier shall pay to Authority, as liquidated damages not as a penalty, the sum of one hundred (\$100.00) dollars per day for each and every calendar day delay in finishing the Contract and/or failing to deliver the Goods or completing the Services.~~
7. **Packaging:** Packaging must be of sufficient quality and strength to adequately protect the Goods against jolting, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the Goods.
8. **All Shipments are F.O.B. Delivered:** Supplier assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods under the Contract.
9. **Title:** Supplier warrants that all Goods and Services are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Supplier agrees to hold Authority free and harmless against any and all claimants to the Goods. Title to the Goods purchased hereunder shall pass to the Authority at the F.O.B. point designated on the Purchase Order, subject to the right of Authority to reject upon inspection.
10. **Material Safety Data Sheets (MSDS):** Supplier shall provide a MSDS for any and all Goods that contain hazardous substances as defined by Cal OSHA. Supplier shall indemnify and hold harmless Authority from and against all losses costs, fees, liabilities and damages that Authority may suffer as a result of Supplier's failure to comply with the above requirement.
11. **AWWA Standards and Approved Materials List:** As applicable, Goods must meet or exceed AWWA specifications and be listed in Sweetwater Authority's Approved Materials List - revised November 2008 ("Approved List") which is incorporated herein and made a part hereof by this reference. The Approved List can be obtained by calling the Authority Engineering at 619-420-1413 or Purchasing at 619-409-6872.
12. **Markings on Fittings:** All ductile-iron fittings shall have distinctly cast on the outside of the body the identity of the standard; the pressure rating; nominal diameter of the openings; manufacturer's identification; the country where cast; the letters DI or word "Ductile"; and the number of degrees or fraction of the circle on all bends.
13. **Assembly Bill 1953:** All bronze components in contact with potable water shall be low lead in accordance with Assembly Bill 1953 (AB1953), excluding service saddles, backflow preventers for non-potable service, such as irrigation and industrial, and water distribution main gate valves that are greater than two inches.
14. **Artwork, Designs, Etc.:** If the Goods or Services are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Authority, Supplier shall return same to Authority upon completion or cancellation of this Contract. Any materials, equipment, tools, artwork, designs or other properties furnished by Authority or specifically paid for by Authority shall be Authority's property.
15. **Warranty and Quality Inspection:** Supplier warrants that all Goods furnished shall be new, unused, and free from defects and of a good quality for a period of one year, or such longer period as provided by a manufacturer's warranty. Goods shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to Authority's inspection; but neither Authority's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. Supplier further warrants that any Services provided hereunder will be performed in a professional and workmanlike manner and in accordance with the highest industry standards. If, in Authority's opinion, any Goods or Services fail to conform to specifications or are otherwise defective, Supplier shall, immediately after receiving notice from Authority, at the option of Authority, and at Supplier's own expense and without cost to Authority: (i) repair the defective Goods or Services; (ii) replace the defective Goods or Services with conforming Goods or Services, F.O.B. Authority's plant, office or other location of Authority where the Goods or Services were originally performed or delivered; or (iii) repay to Authority the purchase price of the defective Goods or Services. If Authority selects repair or replacement, any defects will be remedied without cost to Authority, including but not limited to, the costs of removal, repair and replacement of the defective Goods or Services, and reinstallation of new Goods or Services. All such defective Goods or Services that are so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods or Services which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to Authority. No acceptance or payment by Authority shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
16. **Site Maintenance.** The site of any installation work related to Goods or where Services are performed shall be kept clean and free of hazards at all times during use thereof by Supplier. After any installation of Goods or completion of Services, as applicable, Supplier shall clean the surrounding area to its prior condition.
17. **Changes:** Authority may make changes, at any time, to the Goods or Services, including but not limited to, Authority's requirements and specifications, by giving written notification to Supplier. If such changes affect the cost of or the time to deliver or perform under this Contract, an equitable adjustment in price, delivery, or both will be made. No changes by Supplier shall be recognized unless agreed to in writing by an authorized agent of Authority. Any claims of Supplier for an adjustment in price, delivery, or both must be made in writing within fifteen (15)



calendar days from the date of notification by Authority, or shall be waived. Under no circumstance should Supplier stop performance of this Contract as changed. Any change in the price necessitated by such change will be agreed upon between Authority and Supplier and such change will be authorized by a change order document signed by Authority and accepted by Supplier.

**18. Termination:**

- A. Convenience:** With written notice stating the extent and effective date, Authority may terminate this Contract, in whole or in part, for convenience at any time without any further cost to Authority except for Goods or Services provided prior to the effective date of termination.
- B. Default:** If Supplier is in default of or willfully violates any of the conditions or covenants of this Contract, including refusal or failure to prosecute its obligations or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if Supplier should be adjudged a bankrupt, or if Supplier should make a general assignment for the benefit of Supplier's creditors, or if a receiver should be appointed on account of Supplier's insolvency, or Supplier or any of Supplier's subcontractors should violate any of the provisions of this Contract, Authority may serve written notice upon Supplier of Authority's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that Supplier's right to perform this Contract shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to Authority have been made for correction of said violations. In such an event, Authority may:
1. Require immediate delivery of conforming Goods or require Supplier to repair nonconforming Goods or re-perform nonconforming Services at Supplier's own expense to bring nonconforming Goods or Services into conformance;
  2. Rework the nonconforming Goods or Services with Authority's staff or authorized representatives, including other contractors, to bring the Goods or Services into conformance and reduce the price paid to Supplier by Authority's cost;
  3. ~~Seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming Goods or Services, or otherwise related to Supplier's default.~~

In addition to the above remedies, Authority may seek any other legal remedies available to it.

- 19. Patent Indemnity:** Supplier agrees to indemnify Authority, its officers, board members, employees, and authorized volunteers against liability of any kind including the costs and expenses incurred for the use of any invention or discovery and for the infringement of any patent occurring in the performance of this Contract or arising by reason of the use or disposal by or for the account of Authority of Goods manufactured or supplied under this Contract, except items manufactured to detailed specifications supplied by Authority.
- 20. Assignment/Subcontracting/Independent Contractor Status:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Supplier without the express written consent of Authority, which may be withheld for any reason. Any attempt by Supplier to assign or sub-contract any performance of this Contract without the express written consent of Authority shall be invalid and shall constitute a breach of this Contract. Supplier is retained as an independent contractor and is not an employee of Authority. No employee or agent of Supplier shall be considered an employee of Authority. Authority shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, or any other person resulting from performance of this Contract.
- 21. Safety:** All Goods and Services shall comply with all Federal, State and local safety rules and regulations including OSHA.
- 22. Prevailing Wages:** Pursuant to prevailing wage, Supplier shall pay Supplier's employees and subcontractors the prevailing wage for any and all "public works" and "maintenance projects" as defined in Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., performed in connection with this Contract. Supplier shall indemnify, defend, hold harmless Authority, its officers, agents, employees and volunteers from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with Supplier's failure to pay prevailing wage. Prevailing wage shall be as determined by the Director of the Department of Industrial relations in accordance with the standards set forth in Section 1770 et SEQ. of the Labor Code. Pursuant to labor code Section 1771, prevailing wages do not apply to jobs under \$1,000.
- 23. Compliance with Law:** Supplier warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract and procure all permits and licenses, pay all charges and fees.
- 24. Indemnification:** Supplier shall defend, indemnify and hold the Authority, its elected officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the Goods or Services or the performance of this Contract, including without limitation the payment of all attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the Authority. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its elected officials, officers, employees or agents.
- 25. Taxes:** Unless otherwise provided herein or required by law, Supplier, except out-of-state\*, assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this Contract; and Supplier shall indemnify and hold harmless Authority from any liability and expense by reason of Supplier's failure to pay such taxes or contributions.
- 26. Insurance:** Supplier shall take out and maintain, during the performance of all work under this Contract, Commercial General, Automobile and Worker's Compensation Liability Insurance at policy limits and with insurance companies acceptable to Authority, as further detailed below. Evidence of insurance shall be provided to Authority before work commences.
- 27. Waiver:** Any action or inaction by Authority shall not constitute a waiver of any rights or remedy available herein or by law. The failure of Authority to enforce at any time any of the provisions of this Contract or to exercise any option provided herein, or to require at the any time performance of any of the provisions hereof, shall in no way be construed to be a present or future waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right thereafter to enforce each and every provision.
- 28. Force Majeure:** Neither Authority or Supplier shall be liable for failure to perform its obligations under this Contract where such failure is a result from any act of God or other cause beyond its reasonable control.
- 29. Successors and Assigns:** This Contract shall be binding on the successors and assigns of the parties.
- 30. Governing Law:** This Contract and all orders shall be deemed to be made in the County of San Diego, State of California and shall in all respects be construed and governed by the laws of California. Venue shall be in the County of San Diego.
- 31. Entire Agreement:** All orders may be accepted only on the terms and conditions set forth in this Contract. Terms in Supplier's acceptance in addition to or not identical with such terms will not become a part of this Contract. This Contract represents the entire agreement between the parties hereto related to the Goods or Services.
- 32. Amendment:** No modification or amendment of this Agreement shall be binding unless executed in writing and signed by the parties hereto.
- 33. Severability:** The unenforceability, invalidity or illegality of any provision of these terms and conditions shall not render the other provisions unenforceable, invalid or illegal.

\*Out-of-state Suppliers without a California Sales and Use Tax Permit should not include sales tax on their invoice. Authority will pay the use tax directly to the California State Board of Equalization.

**Commercial General Liability and Automobile Liability Insurance** - Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - Contractor shall maintain limits no less than the following:

1. **General Liability** - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Sweetwater Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. *"The Sweetwater Authority, its directors, officers, employees, and authorized volunteers"* are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied or used by Contractor, and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, *Contractor's insurance shall be primary insurance* as respects Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, its directors, officers, employees, or authorized volunteers.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to Authority.

Such liability insurance shall indemnify Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Authority.

**Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by Authority. At the option of Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Acceptability of Insurers**

Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by the Sweetwater Authority.

**Workers' Compensation and Employer's Liability Insurance**

Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**Pollution Liability Insurance.** If Supplier is transporting hazardous materials, Supplier shall provide pollution liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Product Liability and/or Errors and Omissions Insurance.** If Supplier is also the manufacturer of the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers the Goods with limits of not less than \$1,000,000.

**Freight.** Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

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