



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 26, 2010

Juan Ortega
Ferguson Waterworks Inc.
1900 West Expressway 83
Mission, Texas 78572

Via: Certified Mail #7099-3220-0002-9744-8680
Via Email: juan.ortega@ferguson.com

Re: Renewal/Extension- **C-09-026-07-14**
"Fiberglass Manholes-Hidalgo County"

Dear Mr, Ortega:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **June 15, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **June 8, 2010** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

Additionally, we are requesting your company provide an updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Gricelda Villarreal

Gricelda (Cris) Villarreal, Buyer III
Hidalgo County Purchasing Department

RECEIVED JUL 22 2009

**REQUIREMENTS AGREEMENT
C-09-026-07-14**

THIS AGREEMENT (the "Agreement") is entered into effective as of July 14, 2009 and between **Ferguson Waterworks, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County "**FIBERGLASS MANHOLES,**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "RFB Packet") for a period one (1) year; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Fiberglass Manholes**" in the areas of **HIDALGO COUNTY** projects for a period of **one(1) year** from **July 14, 2009** to **July 13, 2010** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and /or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" (the "Vendors Bid"). Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Ferguson Waterworks
Attn: Juan Ortega, Branch Manager
PO Box 4080
McAllen, Texas 78502

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and

shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, July 14, 2009.

APPROVED AS TO FORM:

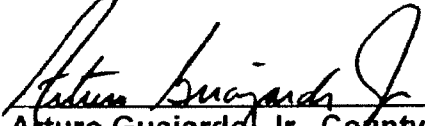
By: Atty Gen Holly Lee

HIDALGO COUNTY

By: 

Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

Vendor: Ferguson Waterworks

By: 

Printed Name: JUAN ORTEGA

Title: BRANCH MANAGER

Exhibit "A"
Hidalgo County
"Fiberglass Manholes"
Bid No.:09-026-05-13-CGV

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.
2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "**Fiberglass Manholes**" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS, AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.
3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
4. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
5. Insurance requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".
6. Hidalgo County reserves the right to award to one (1) or multiple vendors.
7. This contract is not limited to the user departments only. Other Hidalgo County departments, not stated herein, may be included and may utilize this contract

8. All bid prices for items shall take into consideration shipping/handling, and delivery costs.
9. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.
10. **Manholes must meet the minimum of all the following specifications:**
 - Fiberglass Manholes must be constructed of glass fiber-reinforced polyester resin containing chemically enhanced silica. They shall be constructed of a monolithic design to prevent infiltration through the manhole. Interior surface of manhole shall be smooth for improved corrosion resistance and reduced sludge build-up.
 - Nominal inside diameter of the manhole shall be 48". Thickness of the manholes shall be .50" nominal. Height shall be selected in accordance with the project plan and/or engineers specifications.
 - Manholes must withstand requirements of AASHTO H-20Axle Loads, meet ASTM D 3753 and accept Standard Ring and Cover and must be able to be used with all types of pipe, including but not limited to concrete, clay, steel, iron, and PVC.
11. Price must include ring, covers and 4 (four) plastic spacers.
12. Please include manhole structural and corrosion warranty and pamphlets/literature with your submission.
13. Must be available in the following diameters:

42", 48", 54", 60", 72" and 92"
14. Cleanout manholes must be available in the following diameter: 36"
15. Lengths: in one foot increments from 3' to 25'
 - Cone Top Openings: Concentric – 22 ½", 32", 38"
Eccentric-22 ½"
 - Standard Thickness: Standard Wall: 0.25" – 0.5"
Heavy Wall: 0.5"
 - Average weight: 60 lb/ft
 - Flexural Strength:

Cone: 15.4 x 10³ psi

Pipe: 22.5 x 10³ psi

- Compressive Strength: 18.9 x 10³ psi

16. **Contract Term:**

- The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.
- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

17. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. **Telephone calls will not be accepted!** All written inquiries will be accepted via facsimile no later than, Wednesday, **May 6, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, May 8, 2009.**

HIDALGO COUNTY
 "Fiberglass Manholes"
 RFB No.:09-026-05-13-CGV

Exhibit "B"

BID PAGE FORM

1. All bid prices for items shall take into consideration shipping/handling, and delivery costs.
2. Items must be available in the following diameters, including but not limited to the following:

Size	42" diameter	48" diameter	54" diameter	60" diameter	72" diameter	84" diameter
3'	\$ 1032.49	\$ 1048.04	\$ 1179.15	\$ 1204.71	\$ 1379.15	\$ 2526.93
4'	\$ 1113.60	\$ 1141.37	\$ 1509.15	\$ 2404.44	\$ 1683.60	\$ 3182.49
5'	\$ 1192.49	\$ 1230.26	\$ 1104.71	\$ 1670.26	\$ 1902.49	\$ 3538.04
6'	\$ 1311.37	\$ 1323.60	\$ 1700.26	\$ 1784.71	\$ 2144.71	\$ 3843.60
7'	\$ 1395.82	\$ 1415.82	\$ 1790.00	\$ 1899.15	\$ 2420.26	\$ 4249.15
8'	\$ 1479.15	\$ 1504.71	\$ 1841.37	\$ 2120.26	\$ 2543.60	\$ 4604.71
9'	\$ 1562.49	\$ 1596.04	\$ 1988.04	\$ 2299.15	\$ 2916.93	\$ 4960.26
10'	\$ 1648.04	\$ 1685.82	\$ 2083.60	\$ 2534.71	\$ 3099.15	\$ 5438.04
11'	\$ 1749.82	\$ 1774.71	\$ 2179.15	\$ 2718.04	\$ 3284.71	\$ 5871.37
12'	\$ 1922.49	\$ 1862.49	\$ 2274.71	\$ 2941.37	\$ 3469.15	\$ 6284.71
13'	\$ 2055.82	\$ 1973.60	\$ 2370.26	\$ 3144.71	\$ 3652.49	\$ 6708.04
14'	\$ 2149.15	\$ 2046.82	\$ 2466.93	\$ 3289.15	\$ 3836.93	\$ 7131.37
15'	\$ 2243.60	\$ 2126.93	\$ 2562.49	\$ 3548.04	\$ 4321.37	\$ 7534.71
16'	\$ 2336.93	\$ 2201.37	\$ 2659.15	\$ 3696.93	\$ 4203.60	\$ 7978.04
17'	\$ 2430.26	\$ 2309.15	\$ 2753.60	\$ 3848.04	\$ 4389.15	\$ 8401.37
18'	\$ 2521.37	\$ 2409.15	\$ 2850.26	\$ 3999.15	\$ 4572.49	\$ 8824.71
19'	\$ 2615.82	\$ 2496.93	\$ 2945.82	\$ 4148.04	\$ 4755.82	\$ 9248.04
20'	\$ 2706.93	\$ 2569.15	\$ 3040.26	\$ 4298.04	\$ 4940.26	\$ 9675.82
21'	\$ 2788.04	\$ 2672.49	\$ 3165.82	\$ 4399.15	\$ 5268.04	\$ 9980.26
22'	\$ 2895.82	\$ 2773.60	\$ 3291.37	\$ 4771.37	\$ 5493.60	\$ 10522.49
23'	\$ 2990.26	\$ 2877.00	\$ 3416.93	\$ 5208.04	\$ 5770.26	\$ 10945.82
24'	\$ 3084.71	\$ 2978.04	\$ 3542.49	\$ 5244.71	\$ 6046.93	\$ 11369.15
25'	\$ 3179.15	\$ 3080.26	\$ 3668.04	\$ 5481.37	\$ 6323.60	\$ 11792.49
*A	584.21	748.42	960.00	1240.00	1737.89	2420.00

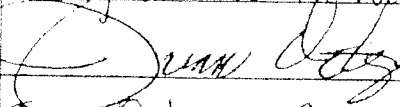
3. Is custom manhole fabrication with PVC stubouts/bottoms/bench and inverts and 12" high manhole cone neck extensions available? yes \$ See *A
4. All purchases will be on an "As Needed Basis", there are no set quantities to be purchased.

OPENED
 9:45 am

Witnessed
 [Signature]

APR 16 2009
 [Signature]

5. The term of the contract will be for one (1) year with the County's option to extend an additional one (1) year, under the same rates, terms and conditions.

BIDDER/COMPANY NAME:	Ferguson Waterworks
AUTHORIZED SIGNATURE:	
PRINT NAME/TITLE:	Juan Ortega Branch Manager
ADDRESS:	1900 West Expressway 83
CITY, STATE, ZIP CODE:	Mission, Texas 78572
PHONE NUMBER:	956-584-0199
FAX NUMBER:	956-584-0608
EMAIL ADDRESS:	juan.ortega@ferguson.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2009

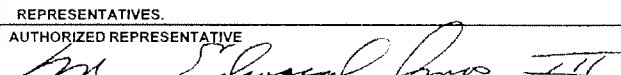
PRODUCER 877-945-7378 Willis of Maryland, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: National Union Fire Ins. Co. of Pittsburg	19445-002
		INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000
		INSURER C: Granite State Insurance Company	23809-000
		INSURER D: New Hampshire Insurance Company	23841-002
		INSURER E: American International South Insurance Co.	40258-001

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	0939569	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 5,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			
B	AUTOMOBILE LIABILITY	AOS 0936264	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO	MA 0936263	8/1/2009	8/1/2010	
C	<input type="checkbox"/> ALL OWNED AUTOS	VA 0936265	8/1/2009	8/1/2010	BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Self-Insured				
	<input checked="" type="checkbox"/> Physical Damage				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 4288799	8/1/2009	8/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	AOS 4288802	8/1/2009	8/1/2010	E.L. EACH ACCIDENT \$ 2,000,000
E					E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER Evidence of Insurance .	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply	Ferguson Hospitality Sales
Air Cold Supply/Webb Distributors	Ferguson Industrial Plastics and Pump Division
Alamo Pipe & Supply	Ferguson Integrated Systems Division, Inc.
Alaska Pipe & Supply	Ferguson Intermountain Piping
CAL-STEAM, a Wolseley Company	Ferguson International
Camellia Valley Supply	Ferguson Panama, S.A.
Castle Supply Company, Inc.	Ferguson Process Services
CastleNorth	Ferguson Valve & Automation
CFP	Ferguson Waterworks
Chadwick	Ferguson Waterworks - Midwest Pipe
Clayton Group, Inc.	Ferguson Waterworks - Municipal Pipe
Clayton International, LLC	Ferguson Waterworks - Red Hed
Cline Contract Sales	Ferguson Waterworks EPPCO
Colgan Cabinets	Ferguson Waterworks International
Colgan Distributors	Friskorn, Inc.
Crow Company	Galleria Bath & Kitchen Showplace
D & C Plumbing & Heating Supply	Gilmour Supply Company, Inc.
Davidson Electric Wholesale Supply	Gulf Refrigeration Supply
The Davidson Corporation, a Delaware Corporation	High Country Plumbing Supply
Davidson Pipe Company Inc., a New York Corporation	Home Equipment Company, Inc.
Davidson Pipe Supply Company, Inc.	Improvement Direct, Inc.
Davies Water	Indiana Plumbing Supply Co., Inc.
E & J Plumbing & Heating Supply Co.	Industrial Hub of the Carolinas
Economy Plumbing and Heating Supply Co.	J&G Products
Endries International of Canada, Inc.	J.D. Daddario Company
Endries International, Inc.	Kandall Fabricating
Energy & Process Corporation	L&H Supply, Inc.
Ferguson Bath Kitchen and Lighting Gallery	Lane Piping Co.
Ferguson CESCO, Inc.	Lawrence Plumbing Supply Co.
Ferguson de Costa Rica Ltd.	Lincoln Products
Ferguson de Mexico S.A. de CV.	Linwood Pipe and Supply
Ferguson Enterprises IV, Inc.	Louisiana Utilities Supply Company
Ferguson Enterprises of Montana, Inc.	LUSCO
Ferguson Enterprises of Puerto Rico, Inc.	Lyon Conklin & Co., Inc.
Ferguson Enterprises of Virginia, Inc.	Mastercraft Cabinets
Ferguson Enterprises V, Inc.	Monotube Pile Corporation
Ferguson Enterprises, Inc.	Northern Water Works Supply, Inc.
Ferguson Enterprises, Inc. of Virginia	Onda-Lay Pipe and Rental, Inc.
Ferguson Fire & Fabrication, Inc.	Page's Appliances
Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)	Palermo Supply
Ferguson Full Service Supply	Park Supply
Ferguson Heating & Cooling	Pipe Products
Ferguson Holdings, Inc.	Plumbing Décor
	Plumb Source