



CONTRACT DOCUMENTS FOR
22ITBC089A-JWT
MANHOLES, FRAMES, GRATES AND ACCESSORIES
For
DEPARTMENT OF PUBLIC WORKS

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 1st of April 2023, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Ferguson Waterworks
ITBC Contract No. & Title:	22ITBC089A-JWT, Manholes, Frames, Grates and Accessories
Address:	4655 Burford Hwy Norcross, GA30071
Telephone:	404-978-3154
Email:	Bob.mcwhorter@ferguson.com
Contact Name & Title:	Bob McWhorter, Outside Sales

This agreement was approved by the Fulton County Board of Commissioner on March 15, 2023 Item #23-0205.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. Contract Term

- 1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st Day of April 2023 and end on 31st Day of December 2023. The "Commencement Term" of this Agreement shall begin on April 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending

Term” with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$360,742.45 (Three Hundred Sixty Thousand Seven Hundred Forty Two Dollars and Forty Five Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Department of Public Works

CONTRACTOR:

FERGUSON WATERWORKS

DocuSigned by:

Bob McWhorter

Bob McWhorter
Outside Sales

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

David Bryan

Notary Public

County: WINNETT

Commission Expires 3-15-27

(Affix Notary Seal)



ITEM#: 2023-0205 RCS: 3/15/2023
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING



EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)



INVITATION TO BID – COMMODITIES 22ITBC089A-JWT

MANHOLES, FRAMES, GRATES AND ACCESSORIES

For

DEPARTMENT OF PUBLIC WORKS

BID ISSUANCE DATE: December 2, 2022

BID DUE DATE AND TIME: January 4, 2023 @ 11:00A.M., local time

PURCHASING CONTACT: Janelle Tanner at 404-612-7969

E-MAIL: janelle.tanner@fultoncountyga.gov

**FULTON COUNTY GOVERNMENT
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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INVITATION TO BID - COMMODITY

22ITBC089A-JWT MANHOLES, FRAMES, GRATES AND ACCESSORIES

Fulton County Government "County" is soliciting Bids for the procurement of Manholes, Frames, Grates and Accessories for the Department of Public Works. Bid responses, with required attachments, must be submitted electronically on-line **no later than 11:00 a.m.**, local time, on **Wednesday, January 4, 2023**.

PURPOSE AND SCOPE

The purpose of this Invitation to Bid – Commodity ("ITBC") is to establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodities/goods listed in the attached specifications. Commodities will be ordered from time to time in such quantity as may be needed to fill any requirements of the County. As it is impossible to determine the precise quantities that may be needed during the contract period, the Vendor is obligated to deliver in minimum/maximum quantities contracted for in accordance with the specific conditions of this bid.

METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bid.

BID DOCUMENTS

In order to obtain complete information about this solicitation, please click the link below where this document and supporting documents can be downloaded, <https://www.bidnetdirect.com/georgia/fultoncounty>.

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions to:

Purchasing Contact Name: Janelle Tanner
Email: janelle.tanner@fultoncountyga.gov
Phone: 404-612-7969

PRE-BID CONFERENCE

No Pre-Bid Conference will be held. Inquiries regarding the solicitation either technical or otherwise must be submitted in BidNet Direct prior to the Due Date. All responses to questions will be distributed as an Addendum to this ITBC and posted on the BidNet Direct website.

VENDOR REGISTRATION

Bid responses must be submitted electronically on-line through BidNet Direct. The Bidder's firm must be a registered vendor with BidNet Direct at

<https://www.bidnetdirect.com/georgia/fultoncounty> in order to submit a response to this ITBC. **There is no charge to register, simply follow the registration path and select the "Limited Access" option.**

If you need any assistance registering or using the platform, please call BidNet's Support Team at 800-835-4603 ext. 2 for assistance.

END OF SECTION

SECTION 1

INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation to Bid - Commodities (ITBC).

Any Contract or Purchase Order awarded as the result of this request shall be governed by these General Terms and Conditions.

1. **BID PREPARATION**

- a. Bid responses must be submitted electronically on-line via BidNet Direct (<https://www.bidnetdirect.com/georgia/fultoncounty>).
- b. Unit prices must be entered in the appropriate spaces provided. The unit price for each unit shall include packing, unless otherwise specified.
- c. The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.
- d. The County reserves the right to award multiple contracts for the procurement of annual contracts for goods and commodities.

2. **RECEIPT AND OPENING OF BIDS**

Sealed bids will be received by the Department of Purchasing & Contract Compliance electronically via BidNet Direct as described above. All submitted bid responses will be time and date stamped at the time all documents are uploaded and received.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following documents and upload as required:

1. Acknowledgement of each Addendum
2. Contract Compliance Forms
 - i. Exhibit A: Promise of Non-Discrimination

Any bid responses received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid submitted in BidNet Direct to the County for receipt on or before the stated time and date.

Bids shall be publicly opened via web conferencing, with only the names and total bid price of the bidders disclosed at the opening.

Date: Wednesday, January 4, 2023

Time: 11:00 A.M.

Web Conference Link:

Join Zoom Meeting

<https://zoom.us/j/92582995505?pwd=VmhoOVVl1bytjdkkwbmFNZHB6K3R3QT09>

Meeting ID: 925 8299 5505

Passcode: 314830

One tap mobile

+14703812552,,92582995505#,,,,*314830# US (Atlanta)

+14702509358,,92582995505#,,,,*314830# US (Atlanta)

Dial by your location

+1 470 381 2552 US (Atlanta)

+1 470 250 9358 US (Atlanta)

+1 267 831 0333 US (Philadelphia)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 518 9805 US (New York)

+1 646 558 8656 US (New York)

+1 651 372 8299 US (Minnesota)

+1 786 635 1003 US (Miami)

+1 602 753 0140 US (Phoenix)

+1 669 219 2599 US (San Jose)

+1 669 900 9128 US (San Jose)

+1 720 928 9299 US (Denver)

+1 971 247 1195 US (Portland)

+1 206 337 9723 US (Seattle)

+1 213 338 8477 US (Los Angeles)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 925 8299 5505

Passcode: 314830

Find your local number: <https://zoom.us/u/aeIWlVUhB>

Join by SIP

92582995505@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (Amsterdam Netherlands)

213.244.140.110 (Germany)

103.122.166.55 (Australia Sydney)

103.122.167.55 (Australia Melbourne)

149.137.40.110 (Singapore)

64.211.144.160 (Brazil)
149.137.68.253 (Mexico)
69.174.57.160 (Canada Toronto)
65.39.152.160 (Canada Vancouver)
207.226.132.110 (Japan Tokyo)
149.137.24.110 (Japan Osaka)
Meeting ID: 925 8299 5505
Passcode: 314830

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this Bid, the Bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. MULTI-YEAR CONTRACT TERM

The contract term shall be as defined below. The County is obligated only to pay such compensation under the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The effective date of the Purchase Order shall begin the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of

December, 2025. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

5. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

6. ADDENDA AND INTERPRETATIONS

Bidders may submit requests for clarification or questions regarding this ITBC to the Purchasing Contact Person. Any request shall be submitted in writing via Facsimile or Email. All responses to written request(s) will be distributed as an Addendum to this ITBC and posted on the County's website at www.fultoncountyga.gov under "Bid Opportunities."

The County will not respond to requests received after December 28, 2022 at 2:00 P.M.

7. NON-COLLUSION

By submitting a Bid, the Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and

federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.

8. CERTIFICATE OF ACCEPTANCE

By responding to this Bid, the Bidder acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

9. CONFLICT OF INTEREST

Bidder states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

10. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment

manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the County. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the County reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-Award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

11. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
- a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
- a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
 - b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - e. Has the appropriate and adequate technical experience necessary to perform the Work;
 - f. Has adequate personnel and equipment to do the Work expeditiously;
 - g. Has suitable financial means to meet obligations incidental to the work.

12. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;

- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

13. BASIS OF AWARD

The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of the ITB - Commodities.

The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) Bidder references. The County reserves the right to cancel the solicitation and to reject any or all bids in whole or in part and is not bound to accept any bid if rejection of that bid is determined to be contrary to the best interest of the County.

14. SAMPLES

Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Bidder at the Bidder's expense. Samples of selected items may be retained for comparison purposes.

15. NEW

All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

16. BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS

Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Bidder may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the bid must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

17. INSURANCE AND RISK MANAGEMENT PROVISIONS

The successful Bidder(s) shall, during all terms of the Contract maintain in full force and effect (i) commercial general liability insurance in the amounts of \$1,000,000.00 (each occurrence), with a \$2,000,000.00 (general aggregate), (ii) automobile liability

insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 with respect to any owned, hired and/or non-owned vehicles utilized in the performance of its' services. At the time of award, a copy of the successful Bidder's Certificate of Insurance must be provided.

18. INDEMNIFICATION

Bidder hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

Bidder's obligation to protect, defend, indemnity and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Bidder further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Bidder. These indemnities shall not be limited by reason of the listing of any insurance coverage.

19. TAXES

Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

20. DELIVERY

All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

21. PLACEMENT OF ORDERS

Orders will be placed using one of the following methods:

- a) A Purchase Order (PO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.

- b) A Delivery Order (DO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.

22. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If any item furnished by the Bidder fails to conform to specifications, or to the sample submitted by the Bidder, the County may reject it. Upon rejection, the Bidder must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Bidder fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual cost to the County. If the Bidder fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

23. INVOICES AND PAYMENT TERMS

The awarded Vendor must be registered as a Vendor in the Vendor Self Service System at <https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService> in order for the Department of Purchasing & Contract Compliance to issue a purchase order or master agreement and for the Vendor to receive payment.

All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name

- b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

24. LEGAL REQUIREMENTS

Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Bidder about applicable law is not a defense.

25. ASSIGNMENT

Any purchase order awarded shall not be assignable by the Bidder without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

26. REJECTION OF BID

Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

27. TERMINATION

In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

28. DEBARMENT

If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

29. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal basis for the protest and specific relief sought by the protestor. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

30. BINDING AUTHORITY

The individual submitting this bid must have binding authority to submit contracts on behalf of the responding company. By submitting a response, Bidder agrees that their bid is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

31. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein/with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

END OF SECTION

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC089A-JWT Manholes, Frames, Grates and Accessories**

Submitted By: _____

Bid Due Date: January 4, 2023

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per group complying with the provisions of this ITBC)

GROUP I – BUILDING A

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	1" Composite Riser Rings North North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1 BL Composite Riser, or equal	750	Each		
2.	1 ½" Composite Riser Rings North North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1 ½ BL Composite Riser, or equal	750	Each		
3.	Composite Ring and Lid North Fulton Sewer 200 – South Fulton Sewer 200 Composite Access Products Model# A-1BK24B4-C01CPGSS-H1, or equal	400	Each		
4.		1332 Rolls	12 Rolls per		

	Butyl Sealant, ½" x 12 foot rolls, 12 Rolls Per Case 666 Rolls for North Fulton Sewer, and 666 Rolls for South Fulton Sewer Conseal Model# CS102 -Caulking Roll, or equal		(1) Case		
5.	Final Grade Adjustment Shims, 24 in, x ¼ inch round, adjustment height for 24" Round x ¼" North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP24FS-025	200	Each		
6.	Final Grade Adjustment Shims, 27 in. x ¼ inch round adjustment height for 27 x ¼ inch North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP27FS-025	200	Each		

GROUP II – BUILDING B

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Fiberglass Manhole Liners 8 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	10	Each		
2.	Fiberglass Manhole Liners 10	10	Each		

	feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal				
3.	Fiberglass Manhole Liners 12 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	10	Each		

BASE BID AMOUNT

Item #	Product	Manufacturer & Model#	Delivery (Days) ARO	Quantity	Unit of Measure	Unit Cost	Total Cost
1.	1" Composite Riser Rings North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 BL Composite Riser, or equal	Turner Manhole Risers 24/1.25 BL		750	Each		
2.	1 ½" Composite Riser Rings North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1½ BL Composite Riser, or equal	Turner Manhole Risers 24/1.25 1½ BL		750	Each		
3.	Composite Ring and Lid North Fulton Sewer 200 – South Fulton Sewer 200 Composite Access Products Model# A- 1BK24B4-C01CPGSS- H1, or equal	A-1BK24B4- C01CPGSS- H1		400	Each		
4.	Fiberglass Manhole Liners 8 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	LFMH001		10	Each		
5.	Fiberglass Manhole Liners 10 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	LFMH001		10	Each		
6.	Fiberglass Manhole Liners 12 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	LFMH001		10	Each		
7.	Butyl Sealant, ½" x 12 foot rolls, 12 Rolls Per Case 666 Rolls for North Fulton Sewer, and 666 Rolls for South Fulton Sewer Conseal Model# CS102 -Caulking	CS102 - Caulking Roll		1332 Rolls	12 Rolls per (1) Case		

	Roll, or equal						
8.	Final Grade Adjustment Shims, 24 in. x ¼ inch round, adjustment height for 24" Round x ¼" North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP24FS-025	SP24FS-025		200	Each		
9.	Final Grade Adjustment Shims, 27 in. x ¼ inch round adjustment height for 27 x ¼ inch North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP27FS-025	SP27FS-025		200	Each		
	TOTAL (LINES 1 – 9)						\$

Renewal year price increase(s) in this contract, if exercised by Fulton County shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

Cost associated with Section 4, Scope of Work and Technical Specifications as it pertains to the purchase of manholes, frames, grates and accessories.

Quantities shown are estimates, by giving these quantities as estimates; Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price bid regardless of actual quantity ordered. Unless otherwise specified, any referenced to brand names, trade names, model numbers or other descriptions peculiar to specific brand name products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of equal performance.

Delivery shall be within 15 business days of order requests.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: _____

ADDRESS: _____

CITY/STATE/ZIPCODE: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMDC, WBENC, SBA, etc.) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation ____ Partnership ____ Sole Proprietor ____ Other ____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____

END OF SECTION

SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS

Project Name & Number: 22ITBC089A-JWT Manholes, Frames, Grates and Accessories

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** ☐, **IS** ☐ a Minority or Female owned and controlled business enterprise. Check the appropriate box.

☐ **African American (AABE)**

☐ **Asian American (ABE)**

☐ **Hispanic American (HBE)**

☐ **Native American (NABE)**

☐ **White Female American (WFBE)**

☐ **Small Business (SBE)**

☐ **Service Disable Veteran (SDVBE)**

☐ **Disadvantage Business (DBE)**

****If yes, Prime must submit a copy of recent certification.**

☐ **Male** or ☐ **Female (Check the appropriate box).**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

Title Company Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ TITLE: _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

All products must meet the requirements of State of Georgia, Department of Transportation (GDOT) standard specifications, latest edition and/or American Society of Testing and Materials (ASTM), American Association of State Highway and Transportation, Occupational Safety and Health Administration (OSHA), American Water Works Association or any combination, as specified by the County.

The supplier shall replace, free of charge, any product part that should become unserviceable under normal use for a period of one year from date of installation, provided such installation was properly made according to recommended procedure.

Polyethylene Manhole Riser: 1" Riser Ring & 11/2" Riser Ring

The type of Polyethylene Manhole Riser called for in this specification shall have the following:

Shall be fabricated by injecting a polyurethane and fiberglass mixture into a mold.

Mold shall be made of carbon steel that is machined to 1" and 1½" x 24".

Polyethylene Manhole Riser shall be corrosion resistant.

Polyethylene Manhole Riser be tested in accordance with ASTM-D1238, ASTM-D792, ASTM-D256, ASTM-D540, ASTM-D638, ASTM-D790, and ASTM-D648 standards.

Polyethylene Manhole Riser shall have a melt flow, g/10 min (230 C/2.16kg) average value of 3.

Polyethylene Manhole Riser shall have a filler content average value of 15.

Polyethylene Manhole Riser shall have a specific gravity average value of 1.00.

Polyethylene Manhole Riser shall have a notched IZOD of 2.0 ft-lb/in average value.

Polyethylene Manhole Riser shall have a tensile yield strength average value of 7900 psi.

Polyethylene Manhole Riser shall have a tensile elongation @ yield average value of 8.

Polyethylene Manhole Riser shall have a flexural modulus (tangent) psi average value of 380,000.

Polyethylene Manhole Riser shall have a linear mold shrinkage, in/in average value of 0.020 - 0.005

Composite Ring and Lids Specifications:

Each Composite Manhole Ring and Lid Assemblies mentioned in this ITBC shall be of the Composite Access Products brand, model# A-1BK24B4-C01CPGSS-H1. "No Exceptions.

All composite moldings shall consist of a thermosetting resin matrix blended and/or combined with reinforcing fiber roving's, short fiber filaments, or equivalent nonmetallic reinforcing structure(s). The thermosetting resin matrix shall be a polyester, vinyl ester, or a blend of these. The moldings shall be true to pattern in form and dimension and free from cracks, pores, knit-lines, or other defects in locations affecting their strength and value for the service intended.

Before the moldings are removed from the molding operation, they shall be thoroughly de flashed and cleaned at the parting lines, holes, notches and all exposed edges.

Composite frames must have a wall thickness of at least 0.75 inches in sections exposed to traffic and potential traffic wheel impact.

If using a lock, bolt, or latch, these must be independent of the method used to open the cover to ensure the cover can be opened in the event of lock failure.

Composite Ring and Lids Molding Process Specifications:

Covers and frames shall be compression molded under high pressures (>0.5 tons/sq. inch of x-y surface area) and high temperatures (>200 degrees F).

Metal reinforcements or metal hinges molded within the composite shall not be permitted. Small non-stress bearing pieces of metal may be encapsulated.
Composite covers and frames shall be molded in the USA.

Testing and Performance Requirements Specifications:

Testing shall be performed in accordance with the following inspection criteria unless otherwise specified in the contract or purchase order. The manufacturer/supplier shall be responsible for carrying out all of the required tests and inspections. All testing shall be conducted in the United States. The manufacturer/supplier shall maintain complete records of all such tests and inspections. All testing shall be paid for by the manufacturer/supplier.

Frame and Covers shall be test "Proof Load" in accordance with AASHTO M306.

Heavy Duty: A load of 40,000lbs shall be concentrated on a 9"x 9" block with rubber or fiber backing pad for one minute. During the load testing process, visible cracks or delamination will be cause for rejection (popping noises during this test are normal for composites and do not indicate failure). When load is removed, Permanent Set (Deflection) of more than 1/8"(.125") measured at center of load area will be cause for rejection. All testing shall be conducted on a NIST calibrated and Certified load test machine.

Ultraviolet resistance: ASTM G 154 Cycle I for 1000hrs. Specimens shall be tested for ultimate flexural strength (ASTM D790), retaining at least 75% of control values for load and deflection at failure.

Coefficient of Friction: Shall be greater than 0.6 when tested in accordance to ASTM C 1028.

Notched Izod Impact: Composite raw material impact results shall be greater than 5 ft.-lbs/inch when tested in accordance to ASTM D256.

Components for locking systems below the cover exposed to the sewer environment shall be made of noncorrosive materials such as nonmagnetic, 316 stainless steel or a polymer.

Covers shall be the types and shall be imprinted as shown on the plans or standard details.

Markings Specifications:

Covers and Frames shall have the following molded into the substrate of the cover:

- Shall have a Top Arch Custom marking with the words: Fulton County
- Shall have a center section for customized Fulton County Logo/Marking.
- Shall have concealed Pick Hole.
- Molding Date
- Indication that Material is Non-metallic
- Shall have a bottom arch custom marking of the words "Sanitary Sewer"
- The color of the cover shall be black in color.
- The cover shall not exceed 26.52 inches.
- The frame shall have a channel for gasket seal, frame shall also include an anchor hole, and the frame Color shall be black.

Polyethylene Manhole Adjustment Rings Specifications:

Each Polyethylene Manhole Adjustment Rings called for in this ITBC shall be of the LadTech Inc. brand type, Polyethylene Manhole Adjustment Rings. Each ring shall have, and comply with the following features:

Adjusting Ring Flat Design Specifications:

- Shall be of the Plastic injection molded type adjusting ring
- Shall be molded from high density polyethylene as defined in ASTM specification D-4976
- Actual resin properties will vary allowing for the utilization of 100% regrind material.
- The percent of post-consumer waste to industrial waste will vary with availability and property retention needs
- Color, shade, and uniformity will vary with the mix of the post-consumer and industrial waste materials.

Adjusting Ring Slope Design Specifications:

- Plastic injection molded adjusting ring
- Molded from high density polyethylene as defined in ASTM specification D-4976
- Actual resin properties will vary allowing for the utilization of 100% regrind material
- The percent of post-consumer waste to industrial waste will vary with availability and property retention needs
- Color, shade, and uniformity will vary with the mix of the post-consumer and industrial waste materials.

The Polyethylene Manhole Adjustment Rings called for in this ITBC shall be used with manhole sizes from 24" to 27". These adjustment rings shall comply with the following:

Use For Manhole Size	Adjustment Height	Finished Part Weight	Pallet Stack Weight	Pallet Stack Count
24"	1-1/2"	4lbs. 86 oz	302 lbs.	58
24"	2"	5lbs. 42 oz	253 lbs.	43
24"	4"	10lbs. 06 oz	231 lbs.	21
24" Sloped	3/4" to 1 1/2"	3lbs. 92 oz	330	79
27"	1 1/2"	4lbs .87oz	302	58

Manhole Liner Specifications:

The Manhole Liners called for in this ITBC shall be of the LFM Fiberglass Structure Model number LFMH001 and must consist with the following features:

Benefits and Installation Features:

Each Manhole Liners, also referred to as Manhole Inserts shall provide a structural repair to manholes that have experienced corrosion, and or deterioration due to aggressive environments. These liners called for in this ITBC shall be designed to fit inside deteriorated manholes. The diameters of the manhole liners shall be sized 6-inches smaller than the host manhole diameter. Each manhole liners mentioned shall be designed to withstand all structural loads (i.e. soil, hydrostatic, H20 traffic) as with direct bury FRP manholes without the aid of the host manhole or annular grout.

Available Diameter Features:

Each Manhole Liner must be available in diameters from 36" through 168" The standard depths that must be available for the liners shall be from 2' through 40'. Greater depths shall be custom fabricated per engineer's specifications.

Construction Features:

Each manhole liners shall meet or exceed all ASTM requirements for fiberglass manholes. Each fiberglass manhole liners must be designed to withstand the rigid requirements of ASTM Specification D3753 for glass fiber-reinforced plastic (FRP) manholes. In addition to the ASTM standards, each fiberglass manhole liners shall meet H-20 load requirements.

One Piece Design Features:

Each Manhole Liner mentioned in this ITBC shall be of the one piece fiberglass design type that makes installation economical and easy. Each fiberglass liners shall be light-weight which eliminates the need for heavy equipment on the job site.

The Manhole Liners called for in this ITBC shall consist with the following specifications:

Each Fiberglass Manhole Liner mentioned shall be a L.F. Manufacturing, Model LFMH001. Each fiberglass reinforced polyester manhole liner shall be manufactured from commercial grade polyester resin or vinyl ester resin, with fiberglass reinforcements. The resin system shall be suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection systems.

The manhole liner shall be of a one piece unit manufactured to meet or exceed all specifications of A.S.T.M. D-3753 latest edition.

The resins used shall be a commercial grade unsaturated polyester resin or other suitable polyester or vinyl ester resin.

Reinforcing Materials:

The reinforcing materials used shall be of the commercial Grade "E" type glass in the form of continuous roving and chop roving, having a coupling agent that must provide a suitable bond between the glass reinforcement and the resin.

Interior Surfacing Material:

The inner surface exposed to the chemical environment shall be a resin-rich layer of 0.010 to 0.020 inch thick. The inner surface layer exposed to the corrosive environment shall be followed with a minimum of two passes of chopped roving of minimum length 0.5 inch (13 mm) to maximum length of 2.0 inch (50.8 mm) and shall be applied uniformly to an equivalent weight of 3 oz. /ft. Each pass of chopped roving shall be well rolled prior to the application of additional reinforcement. The combined thickness of the inner surface and interior layer shall not be less than 0.10 inch (2.5 mm).

Wall Construction Procedure:

The manhole liner wall shall be constructed with chop and continuous strand filament wound manufacturing process that must insure continuous reinforcement and uniform strength and composition. The cone section, if produced separately, shall be affixed to the barrel section at the factory with resin-glass reinforced joint resulting in a one piece unit. Any, and or all seams shall be fiber glassed on the inside and the outside using the same glass-resin jointing procedure. Field joints will not be acceptable by anyone except the manufacturer.

Exterior Surface:

For a UV inhibitor the resin on the exterior surface of the manhole liner shall have gray pigment added for a minimum thickness not to exceed .125 inches.

Fillers and Additives:

Fillers, when used, shall be inert to the environment and manhole construction. Sand shall not be accepted as an approved filler. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used to meet the requirements of this standard. The resulting reinforced-plastic material must meet the requirements of this specification.

MANHOLE LINER DESIGN:**Interior Access:**

All manhole liners shall be designed so that a ladder or step system can be supported by the installed manhole liner.

Manway Reducer:

Manway reducers shall be concentric with respect to the larger portion of the manhole liner diameters through 60 inches. Larger manhole liners may have concentric or eccentric manway reducer openings.

Cover and Ring Support:

The manhole liner shall provide an area for which grade rings or brick can be installed to accept a typical metal ring and cover and have the strength to support a traffic load without damage to the manhole liner.

Requirements:**Exterior Surface:**

The exterior surface shall be relatively smooth with no sharp projections. Hand-work finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than 0.5 inch in diameter, delamination or fiber show.

Interior Surface:

The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, delamination, blisters larger than 0.5 inch in diameter and wrinkles of 0.125 inch or greater in depth. Surface pits shall be permitted if they are less than 0.75 inch in diameter and less than 0.0625 inch

deep. Voids that cannot be broken with finger pressure and that are entirely below the resin surface shall be permitted if they are less than 0.5 inch in diameter and less than 0.0625 inch thick.

Repairs:

Any manhole repair is subject to meet all requirements of this specification.

Manhole Length:

Manhole lengths shall be in 6 inch increments +/- 2 inches.

Diameter Tolerance:

The diameter tolerance of the inside diameter shall be +/- 1% of required manhole diameter.

Load Rating:

The complete manhole liner shall have a minimum dynamic-load rating of 16,000 lbs. when tested in accordance with A.S.T.M. 3753 8.4 (note 1). To establish this rating the complete manhole shall not leak, crack, or suffer other damage when load tested to 40,000 lbs. and shall not deflect vertically downward more than 0.25 in. at the point of load application when loaded to 24,000 lbs.

Stiffness:

The manhole cylinder shall have the minimum pipe-stiffness values shown in the table below when tested in accordance with A.S.T.M. 3753 8.5

LENGTH-FT	F/AY - PSI
3 - 6.5	0.75
7 - 12.5	1.26
13 - 20.5	2.01
21 - 25.5	3.02
26 - 35	5.24

Soundness:

In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test and must refer to A.S.T.M. 3753 8.6.

Chemical Resistance:

The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection systems.

PHYSICAL PROPERTIES:

	Hoop Direction	Axial Direction
a. Tensile Strength(psi)	18,000	5,000
b. Tensile Modules(psi)	0.6 x 10 ⁶	0.7 x 10 ⁶
c. Flexural Strength(psi)	26,000	4,500
d. Flexural Modules(psi)	1.4 x 10 ⁶	0.7 x 10 ⁶
e. Compressive (psi)	18,000	5,000

TEST METHODS:

All tests shall be performed as specified in A.S.T.M. 3753 latest edition, section 8. Test method D-790 and test method D-695.

QUALITY CONTROL:

Each completed manhole liner shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M. 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

CERTIFICATIONS:

As a basis of acceptance the manufacturer shall provide an independent certification which consists of a copy of the manufacturer's test report and accompanied by a copy of the test results stating that the manufacturer's fiberglass manhole has been sampled, tested, and inspected in accordance with the provisions of this specification and meets all requirements.

SHIPPING and HANDLING:

Do not drop or impact the fiberglass manhole liner. Fiberglass manhole liner may be lifted by inserting a 4"x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. The use of chains or cables in contact with the manhole surface is prohibited.

BACKFILL:**Backfill Material:**

Unless shown otherwise on drawings and approved by the engineer, concrete grout shall be used for backfill between the old manhole and the new fiberglass manhole liner. The backfill around the excavated reducer section shall be stabilized by sand or crushed stone. The material chosen shall be free of large lumps or clods which will not readily break down under compaction. This material shall be subject to approval by the engineer.

Backfill Procedural:

The concrete grout backfill shall be poured in layers of not more than 12 inches in even lifts. The reducer section to be backfilled in 12 inch lifts evenly and compacted to 95% Standard Proctor Density.

MARKING and IDENTIFICATION:

Each manhole shall be marked on the inside and outside with the following information.

- 1 Manufacturer's name or trademark
- 2 Manufacturer's factory location
- 3 Manufacturer's serial number
- 4 Total length

Butyl Sealant Specifications:

The Butyl Sealant called for in this ITBC shall be of the all-weather joint sealant in roll form that seals all forms of underground concrete and containment structures watertight, containing a higher proportion of butyl rubber over non-rubber bitumen and butyl, bitumen blended materials.

The annular space between the rings and cone basin, the rings, and the rings and cover frame shall be sealed utilizing an approved butyl sealant, meeting ASTM-C990.

The butyl sealant shall be per manufacturer's recommendation and shall be 1/2" inch thick by twelve (12) foot square butyl rubber. No asphalt based sealant will be allowed.

22ITBC089A-JWT

Manholes, Frames, Grates and Accessories

Section 4

Scope of Work and Technical Specifications

The manufacturer of this Butyl Sealant shall be Conseal, product number CS 102, No Exceptions.

EXHIBIT 2

BID FORM RESPONSE

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC089A-JWT Manholes, Risers, Frames, Grates and Accessories**

Submitted By: Ferguson Waterworks

Bid Due Date: December 29, 2022

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ 828,691.42

(Dollar Amount in Numbers)

Eight hundred twenty eight thousand, six hundred and ninty one dollars and fourty two cents

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per group complying with the provisions of this ITBC)

GROUP I – BUILDING A

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	1" Composite Riser Rings North North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1 BL Composite Riser, or equal	750	Each	185.71	139282.50
2.	1 ½" Composite Riser Rings North North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1 ½ BL Composite Riser, or equal	750	Each	192.85	144637.50
3.	Composite Ring and Lid North Fulton Sewer 200 – South Fulton Sewer 200 Composite Access Products Model# A-1BK24B4-C01CPGSS-H1, or equal	400	Each	907.80	363120.00
4.		1332 Rolls	12 Rolls per	12.46	16596.72

	Butyl Sealant, ½" x 12 foot rolls, 12 Rolls Per Case 666 Rolls for North Fulton Sewer, and 666 Rolls for South Fulton Sewer Conseal Model# CS102 -Caulking Roll, or equal		(1) Case		
5.	Final Grade Adjustment Shims, 24 in, x ¼ inch round, adjustment height for 24" Round x ¼" North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP24FS-025	200	Each	27.45	5490.00
6.	Final Grade Adjustment Shims, 27 in. x ¼ inch round adjustment height for 27 x ¼ inch North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP27FS-025	200	Each	30.22	6044.00

GROUP II – BUILDING B

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Fiberglass Manhole Liners 8 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	10	Each	4423.14	44231.40
2.	Fiberglass Manhole Liners 10	10	Each	5057.85	50578.50

	feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal				
3.	Fiberglass Manhole Liners 12 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	10	Each	5871.08	58710.80

BASE BID AMOUNT

Item #	Product	Manufacturer & Model#	Delivery (Days) ARO	Quantity	Unit of Measure	Unit Cost	Total Cost
1.	1" Composite Riser Rings North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 BL Composite Riser, or equal	Turner Manhole Risers 24/1.25 BL		750	Each	185.71	139282.50
2.	1 ½" Composite Riser Rings North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1½ BL Composite Riser, or equal	Turner Manhole Risers 24/1.25 1½ BL		750	Each	192.85	144637.50
3.	Composite Ring and Lid North Fulton Sewer 200 – South Fulton Sewer 200 Composite Access Products Model# A- 1BK24B4-C01CPGSS- H1, or equal	A-1BK24B4- C01CPGSS- H1		400	Each	907.80	363120.00
4.	Fiberglass Manhole Liners 8 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	LFMH001		10	Each	4423.14	44231.40
5.	Fiberglass Manhole Liners 10 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	LFMH001		10	Each	5057.85	50578.50
6.	Fiberglass Manhole Liners 12 feet North Fulton Sewer 5 – South Fulton Sewer 5 LFM Fiberglass Structure Model# LFMH001, or equal	LFMH001		10	Each	5871.08	58710.80
7.	Butyl Sealant, ½" x 12 foot rolls, 12 Rolls Per Case 666 Rolls for North Fulton Sewer, and 666 Rolls for South Fulton Sewer Conseal Model# CS102 -Caulking	CS102 - Caulking Roll		1332 Rolls	12 Rolls per (1) Case	12.46	16596.72

	Roll, or equal						
8.	Final Grade Adjustment Shims, 24 in. x ¼ inch round, adjustment height for 24" Round x ¼" North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP24FS-025	SP24FS-025		200	Each	27.45	5490.00
9.	Final Grade Adjustment Shims, 27 in. x ¼ inch round adjustment height for 27 x ¼ inch North Fulton Sewer for 100, South Fulton Sewer for 100 LadTech Systems Model SP27FS-025	SP27FS-025		200	Each	30.22	6044.00
	TOTAL (LINES 1 – 9)						\$828,691.42

Renewal year price increase(s) in this contract, if exercised by Fulton County shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

Cost associated with Section 4, Scope of Work and Technical Specifications as it pertains to the purchase of manholes, frames, grates and accessories.

Quantities shown are estimates, by giving these quantities as estimates; Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price bid regardless of actual quantity ordered. Unless otherwise specified, any referenced to brand names, trade names, model numbers or other descriptions peculiar to specific brand name products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of equal performance.

Delivery shall be within 15 business days of order requests.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # Addendum #1 DATED 12/19/2022

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: Ferguson Waterworks

ADDRESS: 4655 Buford Hwy

CITY/STATE/ZIPCODE: Norcross GA 30071

CONTACT NAME: Bob Mcwhorter

EMAIL ADDRESS: bob.mcwhorter@ferguson.com

BUSINESS PHONE: 770-248-9037

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMDC, WBENC, SBA, etc.) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation ☒ Partnership _____ Sole Proprietor _____ Other _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____

END OF SECTION

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$360,742.45 (Three Hundred Sixty Thousand Seven Hundred Forty Two Dollars and Forty Five Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

EXHIBIT 3

CONTRACT COMPLIANCE DOCUMENTS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Bob Mcwhorter),
Name

Sales Representative

Ferguson Waterworks

Title

Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Bob Mcwhorter TITLE: Sales Representative

SIGNATURE: 

ADDRESS: 4655 Buford Hwy, Norcross GA 30071

PHONE NUMBER: 770-248-9037 EMAIL: bob.mcwhorter@ferguson.com

**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: (i) certain of the Company's facilities in Georgia are doing business as Ferguson Waterworks, and (ii) Ben Corbitt is a General Manager of Georgia and (iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2019, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Ben Corbitt as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company and to authorize others to execute documents on his behalf in the event he is unavailable to do so personally. Unless withdrawn sooner, this certification of authorization shall be effective until January 31, 2021.

Dated: 3/13/2020



FERGUSON ENTERPRISES, LLC.

By: _____

Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia)

City of Newport News)

Sworn to subscribed and acknowledged before me this 13th day of March, 2020, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company, on behalf of such Company.

Notary - Casey Mehlhoff

My commission expires: 7/31/2022

