

CS-22-216

Contract No.: CM 3363

CONTRACT FOR DELIVERY OF POLYETHYLENE AND POLYPROPYLENE CULVERTS

THIS CONTRACT entered into on May 22, 2023, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Ferguson Enterprises, LLC, dba Ferguson Waterworks**, located at 9692 Florida Mining Blvd W, Jacksonville, FL 32257, hereinafter referred to as the "Vendor".

WHEREAS, the County received a written quote for Delivery of Polyethylene and Polypropylene Culverts, on May 2, 2023 at 9:21 AM EST; and

WHEREAS, the Director of Public Works has determined that the Vendor was the **Single Source for supplying Polyethylene and Polypropylene Culverts in this area**, a copy of the Vendor's **proposal** is attached hereto as Attachment "A" and made a part hereof; and

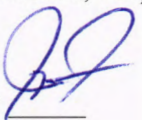
NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications* a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

The Vendor shall be compensated an amount not to exceed \$200,000.00 **No payment will be made for services and/or materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to invoices@nassaucountyfl.com. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered.

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Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager’s Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices


Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment “A”; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor’s agents, if any, hired by Vendor to complete the work under this Contract.

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SECTION 7. Taxes and Liens

The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor will refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the County Manager.

The Vendor acknowledges that property being improved that is titled to the County, is not subject to lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

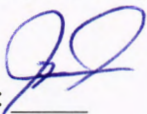
The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any subcontractor considered for work

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under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County’s judgement, are insufficient. The Vendor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor’s failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 12. Severability

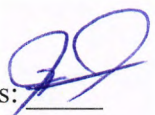
If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 13. Termination for Default, Fraud or Willful Misconduct

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those

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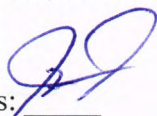
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services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay the Vendor believes is excusable under this paragraph, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or

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delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (with out recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County’s or the Clerk’s cost, upon five (5) days’ written notice.

SECTION 17. Vendor Responsibilities

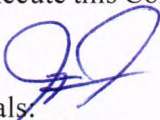
The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications*.

SECTION 18. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a “First Priority” basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on May 2, 2024. Any Contract or amendment to the Contract

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shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 20. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

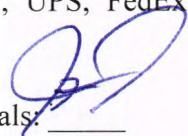
SECTION 22. Indemnification and Insurance

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 23. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County’s

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interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

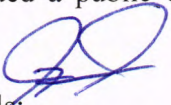
If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. E-Verify System

The Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

The Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor’s enrollment in the program. This includes maintaining a copy of proof of the Vendor’s and subcontractors’ enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was

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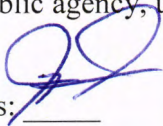
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terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 25. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format

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that is compatible with the information technology systems of the public agency.

SECTION 26. Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency’s contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency’s request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

SECTION 27. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

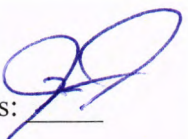
(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency’s custodian of public records and to the Vendor at the Vendor’s address listed on its Contract with the public agency or to the Vendor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

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The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: Klynt A. Farmer
Its: Chairman
Date: 5-22-23

Attest as to authenticity of the
Chair's signature:

p.p.

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 3

DENISE C. MAY

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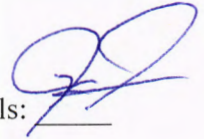
FERGUSON WATERWORKS

John Gordon Spottswood _____

By: John Gordon Spottswood

Its: Jacksonville Branch Manager

Date: 5/11/2023

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FERGUSON WATERWORKS-JAX #149
 9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257
 Phone: 904-268-2551
 Fax: 904-268-2053

Attachment "A"

Deliver To: From: Gordon Spottswood Comments:

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FEL-JACKSONVILLE WW -#149
 Price Quotation
 Phone: 904-268-2551
 Fax: 904-268-2053

Bid No: B56749
Bid Date: 04/17/23
Quoted By: JGS

Cust Phone: 904-491-7334
Terms: NET 10TH PROX

Customer: COUNTY OF NASSAU
 NASSAU COUNTY ROAD DEPT
 37356 PEA FARM ROAD
 ATTN: GEORGE AVILES JR
 HILLIARD, FL 32046

Ship To: COUNTY OF NASSAU
 NASSAU COUNTY ROAD DEPT
 37356 PEA FARM ROAD
 ATTN: GEORGE AVILES JR
 HILLIARD, FL 32046

Cust PO#:

Job Name: HDPE AND HP PIPE

Item	Description	Quantity	Net Price	UM	Total
	STARTING 04/18/2023 QUOTE GOOD FOR 1 YEAR \$7500 MIN ORDER FOR FFA				
	QUOTE FOR HDPE THIS IS BLACK N12 HDPE STANDARD PIPING				
A15650020DW	15X20 F2648 W/TITE SLD HDPE PIPE	20	17.750	FT	355.00
A18650020DW	18X20 F2648 W/TITE SLD HDPE PIPE	20	23.750	FT	475.00
A24650020DWL	24X20 F2648 W/TITE SLD HDPE PIPE LB	20	41.000	FT	820.00
A30650020DW	30X20 F2648 W/TITE SLD HDPE PIPE	20	57.000	FT	1140.00
A36650020DW	36X20 F2648 W/TITE SLD HDPE PIPE	20	67.580	FT	1351.60
A42650020DW	42X20 F2648 W/TITE SLD HDPE PIPE	20	87.000	FT	1740.00
A48650020DW	48X20 F2648 W/TITE SLD HDPE PIPE	20	111.050	FT	2221.00
	QUOTE FOR HP ADS GREY PIPE HDPP- HIGH DENSITY POLYPROPYLENE				
A15650020IBPL	15X20 HP N12 DW GRAY SLD PL PIPE	20	22.090	FT	441.80
A18650020IBPL	18X20 HP N12 DW GRAY SLD PL PIPE	20	26.310	FT	526.20
A24650020IBPL	24X20 HP N12 DW GRAY SLD PL PIPE	20	42.500	FT	850.00
A30650020IBPL	30X20 HP N12 DW GRAY SLD PL PIPE	20	66.610	FT	1332.20
A36650020IBPL	36X20 HP N12 DW GRAY SLD PL PIPE	20	75.000	FT	1500.00
A42650020IBPL	42X20 HP N12 DW STORM SLD PL PIPE	20	96.000	FT	1920.00
A48650020IBPL	48X20 HP N12 DW STORM SLD PL PIPE	20	125.000	FT	2500.00
A60650020IBPL	60X20 HP N12 DW STORM SLD PL PIPE	20	195.000	FT	3900.00



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=37616>

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date: April 18, 2023 Project: Poly. Culverts Delivered
Vendor Name: Ferguson Waterworks FY Cost: \$200,000.00
Address: 9692 Florida Mining Blvd. W., Jacksonville, FL 32257 Total Cost: \$200,000.00
Phone: 904.296.2020 Account: 03404541-553010 & 03404541-546000 DBCHP
Contact Name: David Hearn

Description of Goods and/or Services:

Delivery of Polyethylene and Polypropylene Culverts

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase: Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 Publications (5.3 – Nassau County Purchasing Policy Exemption)
 Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
- Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the manufacturer of product). Were alternatives evaluated? Yes (If yes, explain why alternatives are unacceptable) No (If no, explain why alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Ferguson Waterworks is the largest stocking distributor in Northeast Florida of ADS (Advance Drainage Systems) pipe and fittings.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

ADS HP STORM 12"- 60" PIPE SPECIFICATION

Scope

This specification describes 12- through 60-inch (300 to 1500 mm) ADS HP Storm pipe for use in gravity-flow storm drainage applications.

Pipe Requirements

- 12- through 30-inch (300 to 750 mm) pipe shall have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2736 and AASHTO M330
- 36- through 60-inch (900 to 1500 mm) pipe shall have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2881 and AASHTO M330
- Manning's "n" value for use in design shall be 0.012

Joint Performance

Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

12- through 60-inch (300 to 1500 mm) shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

12- through 60-inch (300 to 1500 mm) diameters shall have a reinforced bell with a polymer composite band installed by the manufacturer.

Fittings

Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

Field Pipe and Joint Performance

To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F1417 or ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

Material Properties

Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in traffic areas for 12- through 48-inch (300 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1, Class 2 (minimum 90% SPD) or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.04. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.

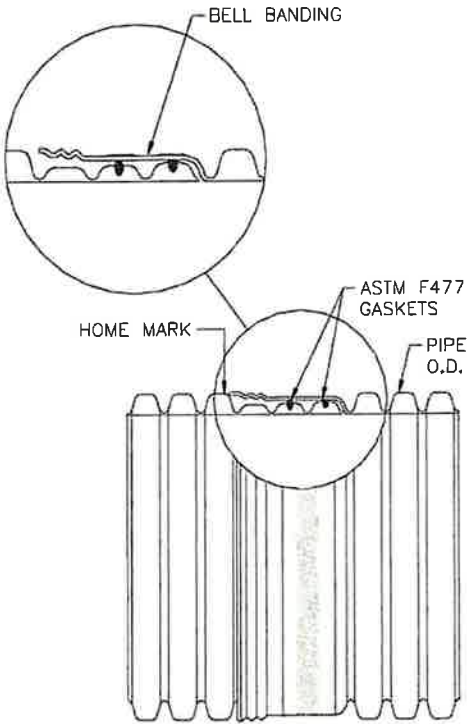
Pipe Dimensions

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m ²)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

* Minimum pipe stiffness values listed; contact a representative for maximum values

HP STORM 12" – 60" PIPE JOINT SYSTEM

(Joint configuration & availability subject to change without notice. Product detail may differ slightly from actual product appearance.)



N-12[®] WT IB PIPE (PER ASTM F2648)

It's a revolution that began nearly 15 years ago when ADS pioneered the watertight joint for corrugated polyethylene pipe. The ADS N-12 WT IB pipe (per ASTM F2648) – our third generation of watertight joint technology – has set the standard in watertight performance.

Today's N-12 WT IB pipe (per ASTM F2648) is engineered with a compound of virgin and recycled high density polyethylene resins to provide impressive material properties. The performance you've come to expect from N-12, with the added benefit of helping promote responsible use of resources.

The ADS N-12 WT IB pipe (per ASTM F2648) incorporates patented technology developed in the aerospace industry. A 2 wide proprietary polymer composite is fused to the outside wall of the integral bell, improving the joint's integrity and tolerance control. A patented gasket, that meets all requirements of ASTM F477, increases its sealing forces as internal or external hydrostatic pressure increases. Flared bell and spigot significantly improve ease of installation. N-12 ASTM F2648 WT IB pipe is so advanced in its design that it is easy to put your confidence in for long-term reliability.

APPLICATIONS:

Storm Drains	Culverts & Cross Drains
Slope/Edge Drains	Mining/Forestry/Industrial
Retention/Detention	Ditch Enclosures
Roof Drainage	

FEATURES:

- 4" – 60" (100 - 1500 mm) diameters available
- 6 m (19 ft, 8 in) or 4 m (13 ft) lengths available
- Integral bell and factory-installed gasket
- Joint meets or exceeds ASTM D3212 lab test as well as ASTM F2487 and ASTM F1417 watertight field test
- Exceptional joint strength
- Excellent abrasion and corrosion resistance
- Light weight
- Structural strength that will support H-25 live loads with 1' (0.3 m) minimum cover (60" (1500 mm) pipe requires 2' (0.6 m) cover for H-25 loads)

ADS Service: ADS representatives are committed to providing you with the answers to all your questions, including specifications, and installation and more.



BENEFITS:

- Variety of diameters and lengths fit any project
- Pipe requires no extra couplers, grout or other sealants for installation due to built-in bell and factory-installed gasket. This means fewer components to risk performance.
- Installation cost savings from lower shipping costs, fewer people, and less heavy equipment required.
- The reinforced polyethylene bell minimizes distortion. Chipping and cracking common to concrete pipe bells, is eliminated.
- Hydraulic efficiency from smooth interior
- Long-term durability of HDPE



ADS N-12[®] WT IB PIPE (PER ASTM F2648) SPECIFICATION

SCOPE

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 WT IB pipe (per ASTM F2648) for use in gravity land drainage applications.

PIPE REQUIREMENTS

N-12 WT IB pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4- through 60-inch (100 to 1500 mm) shall meet ASTM F2648
- Manning's "n" value for use in design shall be 0.012.

JOINT PERFORMANCE

4- through 60-inch (100 to 1500 mm) pipe shall be watertight according to the requirements of ASTM D3212. Gaskets shall be made from polyisoprene meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

12-through 60-inch (300-1500 mm) diameters shall have a reinforced bell with a bell tolerance device. The bell tolerance device shall be installed by the manufacturer.

FITTINGS

Fittings shall conform to ASTM F2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of ASTM F2306.

FIELD PIPE AND JOINT PERFORMANCE

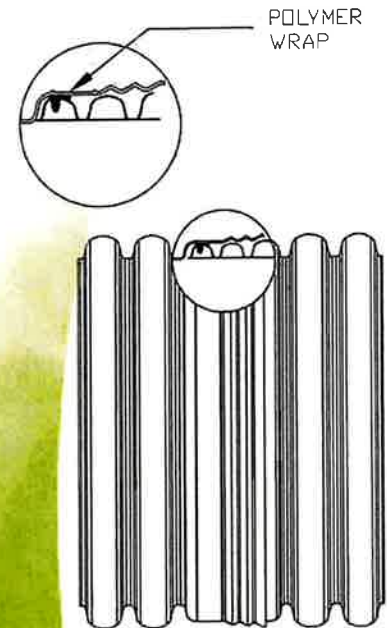
To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F2487. Appropriate safety precautions must be used when field testing any pipe material. Contact the manufacturer for recommended leakage rates.

MATERIAL PROPERTIES

Material for pipe production shall be an engineered compound of virgin and recycled high density polyethylene conforming with the minimum requirements of cell classification 424420C, (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435400C, (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

INSTALLATION

Installation shall be in accordance with ASTM D2321 and ADS's published installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameters, the minimum cover shall be 2 foot (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), or Class 2 (minimum 90% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.02. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.



PIPE DIMENSIONS

	Nominal Diameter, in (mm)												
Pipe I.D., in. (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.** in. (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	57 (1702)

**Pipe O.D. values are provided for reference purposes only, values stated for 12- through 60-inch are ± 1 inch. Contact a sales representative for exact values.

For more information on ADS N-12 WT IB pipe (per ASTM F2648) and other ADS products, please contact our Customer Service Representatives at 1-800-821-6710

ADS "Terms and Conditions of Sale" are available on the ADS website, www.ads-pipe.com
 The ADS logo, the Green Stripe, and N-12[®] are registered trademarks of Advanced Drainage Systems, Inc. © 2008 Advanced Drainage Systems, Inc.
 BR0 10629 09/08 (08459)

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		751 Lakefront Commons Newport News, VA 23606	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: RWC C68925368 EFF DATE: 05/01/2022 EXP DATE: 05/01/2023

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