

**CITY OF PFLUGERVILLE
SHORT FORM CONTRACT**
(Construction and Non-Professional Services)

This contract, dated the 17th of May, 2021, is between the City of Pflugerville ("City") and Core and Main LP ("Contractor") (the "Contract").

I. TERMS

In consideration of \$2,664,127.05 (Two million, six hundred sixty four thousand, one hundred twenty seven and 05/100 Dollars), the Contractor shall provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

II. DURATION

Contractor shall complete all required work within 240 calendar days after the effective date of this Contract.

III. PAYMENT

Payment shall be made under the terms and conditions of Attachment B, which is incorporated by reference, according to all its provisions. Payments under the Contract, including the time of payment and the payment of interest on overdue amounts, shall be subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary, to conform the amount to the terms of the Contract.

Should this agreement extend beyond the current budgeted fiscal year, the Contractor and City hereby agree that the City's obligation to make payment on this Contract shall terminate should City Council fail to provide such funding after September 30th of the required year.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City's prior written consent. Such consent to be at the City's sole discretion.

V. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This Contract may not be modified or replaced except by another signed written Contract.

VII. INDEMNITY

The Contractor must indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the Contractor's work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Contractor must at all times exercise reasonable precautions on behalf of, and be responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agent, employees, subcontractors, licensees, invitees, and other persons.

VIII. INSURANCE AND BONDS

A. GENERAL REQUIREMENTS

The Contractor must maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. Contractor must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. The City may terminate this Contract if the Contractor fails to comply with all insurance requirements.

Insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability policy.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for 30 days advance written notice of cancellation.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

	<u>Type</u>	<u>Amount</u>
1.	Workers' Compensation	Statutory Limits

- | | |
|---|---|
| Employer's Liability
OR
Occupational Injury/Accidental
Injury Protection | \$1,000,000 each accident |
| | |
| 2. Commercial (Public) Liability
including but not limited to: | \$1,000,000 per occurrence |
| . Premises/Operations | \$2,000,000 general aggregate |
| . Independent Contractors | OR |
| . Products/Completed Operations | OR |
| . Contractual Liability | OR |
| . Personal Injury
(Insuring above indemnity) | \$2,000,000 combined single
coverage limit |
| | |
| 3. Business Automobile Liability
to include coverage for: | \$1,000,000 combined single
limit |
| . Owned/Leased Autos | |
| . Non-Owned Autos | |
| . Hired Cars | |

D. STATUTORY BOND REQUIREMENTS

When applicable, the Contractor shall procure such bonds as shall be required under Texas Government Code Chapter 2253. All bonds are subject to examination and approval by the City for their adequacy. The City may terminate this contract if the Contractor fails to comply with any bond requirements.

IX. TERMINATION

Termination for Convenience

This Contract may be terminated by either party with thirty (30) days written notice. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

Termination for Default.

Subject to any other provisions for termination herein, either party to this Contract may terminate this contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice the party giving notice of default may terminate this Contract by written notice to the other party, specifying the date of

termination. Acting on behalf of the City, the City Manager may terminate this Contract for the breach as provided in this paragraph. Termination of this Contract as allowed by law, including any damages or costs suffered by either party.

X. GOVERNING LAW/VENUE

Texas law governs this Contract and any lawsuit must be filed in a court that has jurisdiction in Travis County, Texas.

XI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

XII. INDEBTEDNESS TO CITY

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

The City may offset payments due under this Contract against any debt, claim, demand or account owed to the City by Contractor.

XIII. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Pflugerville, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

XV. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission.

This Contract will be governed by the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, regarding the obligations of the parties for any disputes arising hereunder.

XVI. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, the Contractor may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2271) By entering this contract, Contractor verifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended. Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

XVII. WARRANTY

Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by City hereunder. City acknowledges that Contractor is a distributor of materials only, and therefore offers no additional warranties. CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

IN WITNESS HEREOF, the parties hereto have executed this contract:

CITY OF PFLUGERVILLE


CONTRACTOR

By: _____

APPROVED AS TO FORM:

By: Meghan R. Santos
City Attorney

Corporate Seal if applicable:

By: 
Erik Olivarez (printed name)

Title: District Manager

Federal Tax I.D. #

Corporate Secy's Attestation if applicable:

ATTACHMENT A SCOPE OF WORK

Contractor shall include labor, equipment, and materials in their proposal to perform the below tasks, Complete in Place.

1. Upgrade of 8,500 (eight-thousand five-hundred) Neptune V3 Registers to AMI-compatible.
2. Installation of 8,500 (eight-thousand five-hundred) Neptune AMI-compatible meters.
3. Installation of 8,500 (eight-thousand five-hundred) meter boxes that comply with the City's Standard Specifications for installation of meter boxes as outlined in Attachment D.
4. Installation of 11 (eleven) R900 Gateway Collectors with AC Power available, including labor.
5. Installation of 11 (eleven) R900 Gateway Collectors with the use of solar power, including labor.
6. Provide 3 (three) software and gateway training sessions for City of Pflugerville staff.
7. Provide a data hosting platform for meter data.
8. Provide material and labor cost on an as-needed basis for meter boxes that would be compatible with AMI meters.

**ATTACHMENT B
PAYMENT**

Payment terms are Net 30 days from receipt of Contractor's invoice.

Payment will be made on a project or work order basis as defined in the Scope of Work, attached herein as Attachment A.

Before payment is made the Contractor must execute and provide to the City a conditional lien waiver that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under the contract have been paid in full, and there are no claims pending of which Contractor has been notified.

ATTACHMENT C:

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

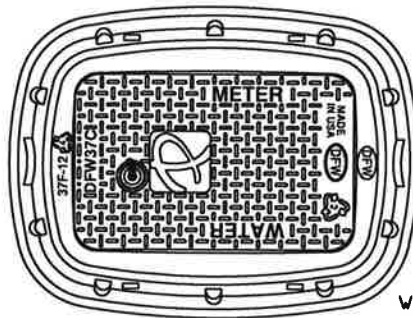
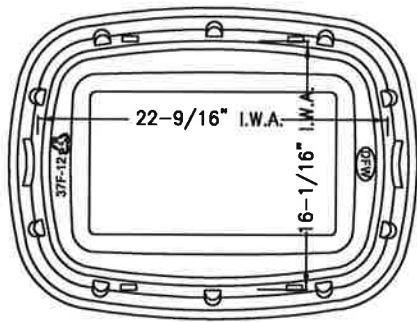
h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are

required to be covered, and stating how a person may verify coverage and report lack of coverage.

- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

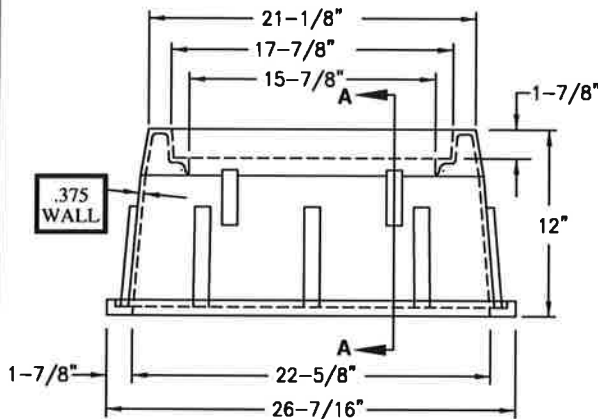
Attachment D

NOTE: CONTACT CITY OF PFLUGERVILLE WATER DEPARTMENT TO OBTAIN WATER METER.

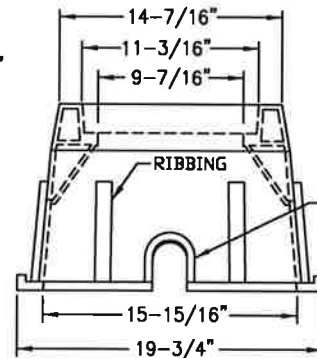


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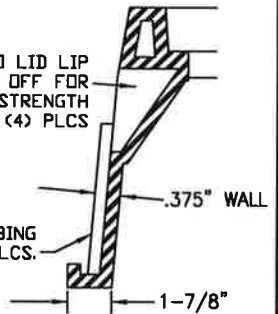
WALL TO LID LIP
KISS OFF FOR
EXTRA STRENGTH
TYP (4) PLCS



DFW37F-12-BODY



VERT. RIBBING
TYP (10) PLCS.

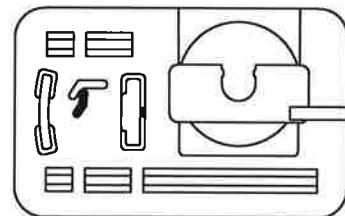
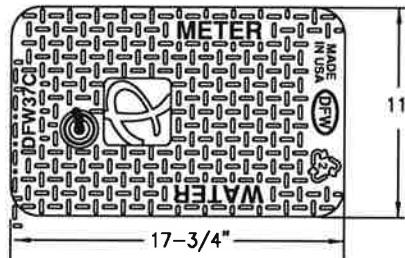


SECTION A-A

METER BOX ASSEMBLY
METER BOX MANUFACTURED BY:
DFW PLASTICS, INC (OR APPROVED EQUAL)
PO BOX 648
BEDFORD, TEXAS 76095
TEL: 817-439-3600
FAX: 817-439-3700

BODY: BLACK L.L.D.P.E.
18.00 LBS (MIN. FOR 37F SERIES)
LID: BLACK H.D.P.E.
9.00 LBS (MIN FOR 37C SERIES)
LOAD RATING: NON-TRAFFIC

NOTES:
1. DIM'S ± 1/8" U.N.O.
2. I.W.A. = INSIDE WORK AREA



DFW37C-1QA PFL-LID

LID KEY	
1	BLACK COLOR
Q	KEYHOLE
A	AMR SLIDE MOUNT
PFL	PFLUGERVILLE ENGRAVING

PART NO.	SERIES	SIZE	HEIGHT	WIDTH	LENGTH
DFW37F-12-BODY	37F	21" x 14"	12"	TOP - 14-7/16"	TOP - 21-1/8"
DFW37F-12-1QA PFL	37F	21" x 14"	12"	BASE - 19-3/4"	BASE-26-7/16"
DFW37C-1QA PFL-LID	37C	17" x 11"	1-3/4"	11"	17-3/4"

ISSUE DATE: NOVEMBER 2014

REVISIONS

DATE	APPROVED	DRAWN
11/05/14	DF/WW	AG
03/02/18	AG/TK	JG

SCALE: N.T.S.

CITY OF PFLUGERVILLE

SINGLE SERVICE METER BOX
5/8", 3/4", 1" (NON-TRAFFIC)

CONSTRUCTION STANDARDS AND DETAILS

DWG. # W-23

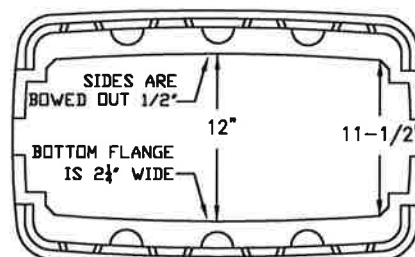
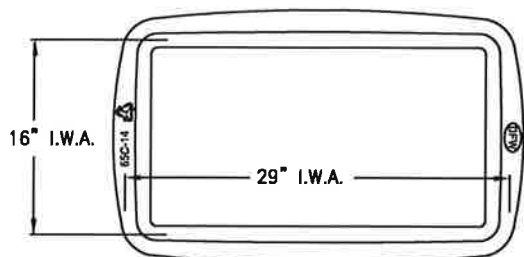
W23.DWG



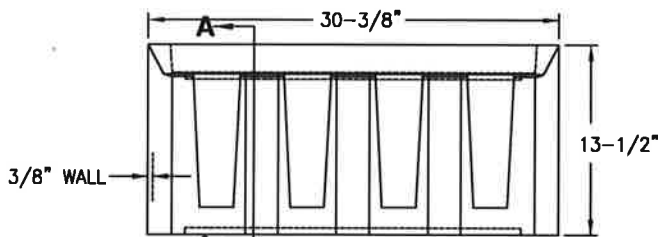
Attachment D



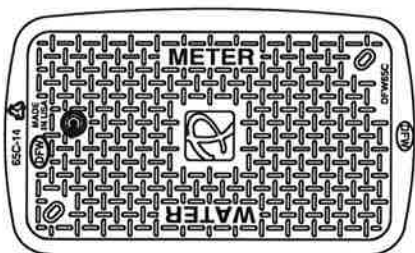
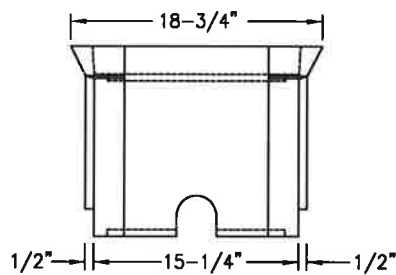
**RIB DETAIL
SECTION A-A**



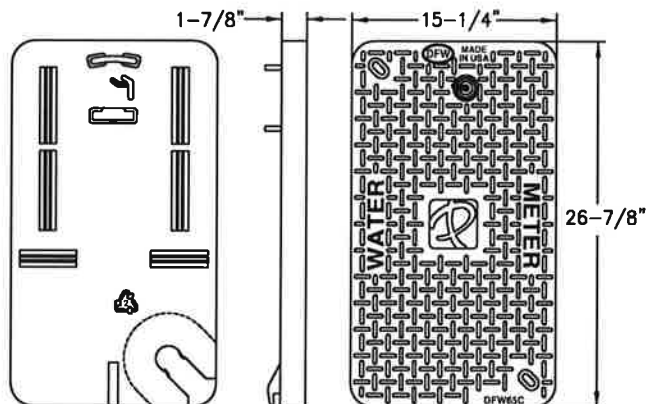
BOTTOM VIEW



DFW65C-14-BODY



DFW65C-14-1QA PFL



DFW65C-1QA PFL-LID

METER BOX ASSEMBLY
 METER BOX MANUFACTURED BY:
 DFW PLASTICS, INC (OR APPROVED EQUAL)
 PO BOX 648
 BEDFORD, TEXAS 76095
 TEL: 817-439-3600
 FAX: 817-439-3700

BODY: BLACK L.L.D.P.E.
 LID: BLACK H.D.P.E.
 LOAD RATING: NON-TRAFFIC

NOTES:

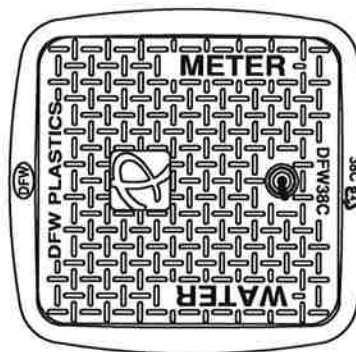
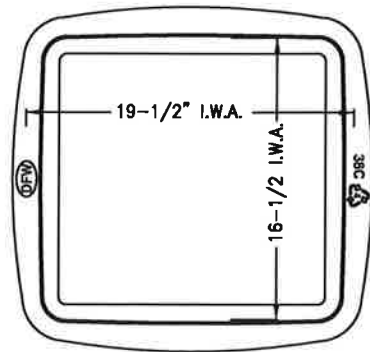
1. DIM'S ± 1/8" U.N.O.
2. WALL THICKNESS: 3/8" ± 5%
3. I.W.A. = INSIDE WORK AREA
4. METERS LARGER THAN 2" ARE TO BE PROVIDED BY THE DEVELOPER. ALL PRIVATELY SUPPLIED METERS ARE TO BE NEPTUNE (OR APPROVED EQUAL) COMPOUND METERS WITH E-CODER R900 REGISTER.

LID KEY	
1	BLACK COLOR
Q	KEYHOLE
A	AMR SLIDE MOUNT
PFL	PFLUGERVILLE ENGRAVING

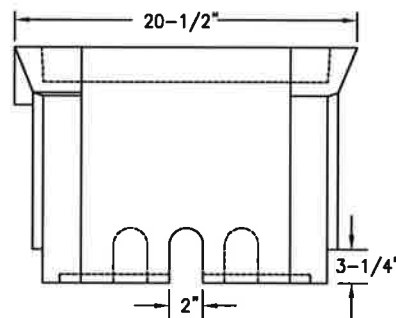
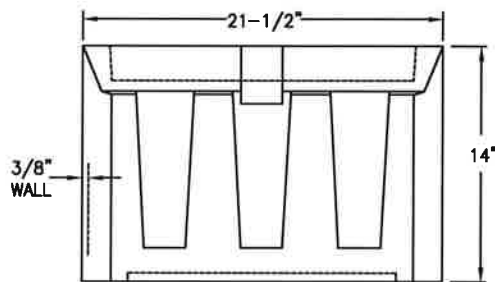
ISSUE DATE: NOVEMBER 2014	CITY OF PFLUGERVILLE	DWG. # W-24A
REVISIONS		W24A.DWG
11/18/14 DF/MW AG	SINGLE SERVICE METER BOX	
03/02/18 AG/TK JG	1-1/2", 2" (NON-TRAFFIC)	
DATE APPROVED DRAWN	CONSTRUCTION STANDARDS AND DETAILS	
SCALE: N.T.S.		

Attachment D

NOTE: CONTACT CITY OF PFLUGERVILLE WATER DEPARTMENT TO OBTAIN WATER METER.



DFW38C-14-1QA PFL



DFW38C-14-BODY

METER BOX ASSEMBLY

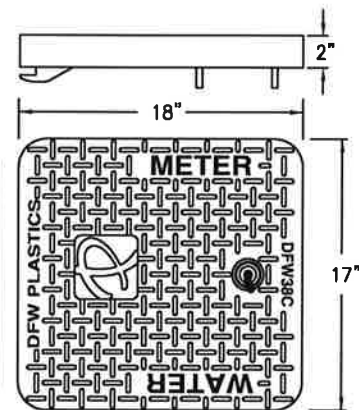
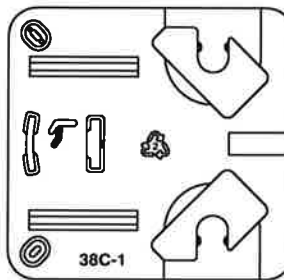
METER BOX MANUFACTURED BY:
DFW PLASTICS, INC (OR APPROVED EQUAL)
PO BOX 648
BEDFORD, TEXAS 76095
TEL: 817-439-3600
FAX: 817-439-3700

BODY: BLACK L.L.D.P.E.
21.00 LBS (MIN. FOR 38C SERIES)
LID: BLACK H.D.P.E.
16.00 LBS (MIN FOR 38C SERIES)
LOAD RATING: NON-TRAFFIC

NOTES:

1. DIM'S ± 1/8" U.N.O.
2. I.W.A. = INSIDE WORK AREA

LID KEY	
1	BLACK COLOR
Q	KEYHOLE
A	AMR SLIDE MOUNT
PFL	PFLUGERVILLE ENGRAVING



DFW38C-1QA PFL-LID

PART NO.	SERIES	SIZE	HEIGHT	WIDTH	LENGTH
DFW38C-14-BODY	38C	18" x 17"	14"	TOP - 20-1/2"	TOP - 21-1/2"
DFW38C-14-1QA PFL	38C	18" x 17"	14"	BASE - 17-1/2"	BASE - 21-1/2"
DFW38C-1QA PFL-LID	38C	18" x 17"	2"	17"	18"

ISSUE DATE: NOVEMBER 2014

REVISIONS

11/05/14	DF/WW	AG
03/02/18	AG/TK	JG
DATE	APPROVED	DRAWN

SCALE: N.T.S.

CITY OF PFLUGERVILLE

DOUBLE SERVICE METER BOX
5/8", 3/4", 1" (NON-TRAFFIC)

CONSTRUCTION STANDARDS AND DETAILS

DWG. # W-24

W24.DWG



STATUTORY
PERFORMANCE
BOND

STATE OF TEXAS §
COUNTY OF TRAVIS §
CITY OF PFLUGERVILLE §

The City of Pflugerville, a municipal corporation in the State of Texas (hereafter referred to as "City" or "Owner") and Core & Main LP, a Limited Partnership with its principal place of business located at 1301 Wells Branch Parkway, Pflugerville, TX 78660 (hereafter referred to as "Contractor" or "Principal") have entered into a Contract (hereafter referred to as "the Contract") dated September 1, 2020 for the AMI Neptune System Update Project (hereafter referred to as "the Project"). Said Contract is incorporated by reference into this Statutory Performance Bond, pursuant to Chapter 2253 of the Texas Government Code (hereafter referred to as "this Bond").

Atlantic Specialty Insurance 605 Highway 169
By virtue of this Bond, Contractor as Principal and Company with its physical address at North, a mailing address of Plymouth, MN 55441 and a business telephone number of (781) 332-9489 as Surety (hereafter referred to as "Surety") do hereby acknowledge each to be bound to Owner as an Oblige in the maximum penal amount of Two Million Six Hundred Sixty Four Thousand One Hundred Twenty Seven And 05/100 Dollars (\$ 2,664,127.05), which represents one hundred percent (100%) of the Contract amount (hereafter referred to as the "Bond Sum"). Contractor and Surety hereby further bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally for payment of this Bond, to City as provided herein.

- 1. **GENERAL CONDITIONS.** It is a condition of this Bond that if Contractor promptly performs its Contract obligations (hereafter referred to as the "Work"), including without limitation its warranty obligations established under the Contract, Surety's obligations pursuant to this Bond are null and void. Otherwise, Surety's obligations shall remain in full force and effect. Surety waives any requirement to be notified of alterations or extensions of time, or any other duly authorized modifications, made by City to the Contract. Surety acknowledges and agrees that this Bond is being furnished to comply with Texas Government Code, Chapter 2253 and that any and all provisions provided in said statute are incorporated herein by reference. Any conflicts between this Bond and Texas Government Code, Chapter 2253 shall be resolved in favor of said statute. Upon making demand on this Bond, City shall make the Contract balance (equal to the total amount payable by City to Contractor pursuant to the Contract less amounts paid by City to Contractor), if any, available to Surety for completion of the Work.
- 2. **SURETY OBLIGATION.** If Contractor does not faithfully construct and complete said Work or honor its warranty obligations, as defined and established under its Contract with City, and City invokes its contractual rights and declares Contractor in default, Surety promptly shall remedy the default and, at City's sole option, Surety shall:
 - A. Within a reasonable time (but not later than fifteen (15) days after Surety receives written notice of Contractor's/Principal's Default), with written notice to City, step into and assume the role, all rights and all obligations of the defaulting Contractor/Principal under the Contract, including without limitation, responsibilities for the correction of defective work completed by the Contractor, additional legal, design professional and delay costs resulting from Contractor's default or resulting from Surety's actions or failure to act under the terms of this Bond, and liquidated damages provided under the Contract. Upon assumption of this role, Surety and all sureties directly shall contract with a Completion Contractor hired/engaged by Surety and all sureties to complete the structure(s), Work and

- improvements, pursuant to the Contract with Contractor/Principal. The selection of the Completion Contractor must be approved in writing by City and such approval shall not unreasonably delayed, conditioned or withheld. Surety and all sureties solely shall be responsible for any and all costs incurred, up to the Bond Sum, to complete the structure(s), Work and improvements, or satisfy any warranty obligation pursuant to the Contract with Contractor/Principal; or
- B. In the event Surety fails to contract with a Completion Contractor within sixty (60) days of receipt of City's written notice of Default, City may, at City's sole discretion, select a Completion Contractor in accordance with Texas Law and in accordance with the provisions of the Contract. In this event of Surety and all sureties failing to contract with a Completion Contractor within sixty (60) days of receipt of City's written notice of Default, Surety and all sureties then shall pay City any and all costs, up to the Bond Sum, for City's selected Completion Contractor to complete the structure(s), Work and improvements, or honor Contractor's warranty obligations, as defined and established in accordance with the provisions of the Contract with Contractor/Principal.
3. **QUALIFICATION.** Surety companies executing this Bond must appear on the United States Treasury Department's most current list (Circular 570, as amended) and be otherwise authorized to transact business in the State of Texas,
4. **VENUE.** The obligations of the parties under this Bond shall be performable in Travis County, Texas and shall be construed under the laws of the State of Texas. If legal action, such as civil litigation, is necessary in connection with this Bond, exclusive venue shall be in Travis County, Texas.

THIS BOND is entered into this 18th day of May, 2021

Atlantic Specialty Insurance Company

SURETY (seal)

By: 
(Signature)

Frances Rodriguez

(Print Name)

Attorney-In-Fact

(Print Title)

[ATTACH POWER OF ATTORNEY]

ATTEST: 
Francesca Kazmierczak

Core & Main LP

CONTRACTOR

By: 
(Signature)

Cynthia Farrell

(Print Name)

Attorney-In-Fact

(Print Title)

[Additional signatures, if any, appear on attached page]

ATTEST: 
Sandra Diaz

STATUTORY
PAYMENT BOND

STATE OF TEXAS §
COUNTY OF TRAVIS §
CITY OF PFLUGERVILLE §

The City of Pflugerville, a municipal corporation in the State of Texas (hereafter referred to as "City") and Core & Main LP, a Limited Partnership with its principal place of business located at 1301 Wells Branch Parkway, Pflugerville, TX 78660 (hereafter referred to as "Contractor" or "Principal") have entered into a Contract (hereafter referred to as "the Contract") dated the 1st day of September, 2020 for the AMI Neptune System Update Project (hereafter referred to as "the Project"). Said Contract is incorporated by reference into this Statutory Payment Bond, pursuant to Chapter 2253 of the Texas Government Code (hereafter referred to as "this Bond").

Atlantic Specialty Insurance

By virtue of this Bond, Contractor as Principal and Company, with its physical address located at 605 Highway 169 North, a mailing address of Plymouth, MN 55441 and a business telephone number of (781) 332-9489 as Surety (hereafter referred to as "Surety") do hereby acknowledge each to be bound to City as an Obligee in the maximum penal amount of Two Million Six Hundred Sixty Four Thousand One Hundred Twenty Seven And 05/100 Dollars (\$2,664,127.05), which represents one hundred percent (100%) of the Contract amount (hereafter referred to as the "Bond Sum"). Contractor and Surety hereby further bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally for payment of this Bond, as provided herein.

1. **GENERAL CONDITIONS.** It is a condition of this Bond that if Contractor promptly makes payment of all sums for all labor, services, materials and equipment furnished for use in the performance of the work required by the Contract, Surety's obligations pursuant to this Bond are null and void. Otherwise, Surety's obligations shall remain in full force and effect. Surety waives any requirement to be notified of alterations or extensions of time, or any other duly authorized modifications or changes, made by City to the Contract. Surety acknowledges and agrees that this Bond is being furnished to comply with Texas Government Code, Chapter 2253 and that any and all provisions provided in said statute are incorporated herein by reference. Any conflicts between this Bond and Texas Government Code, Chapter 2253 shall be resolved in favor of said statute.
2. **SURETY OBLIGATION.** Surety's obligation under this Bond is for the benefit and sole protection of all persons supplying labor, services, materials and equipment in the prosecution of said Contract (collectively, the "Claimant(s)"). Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.
3. **QUALIFICATION.** Surety companies executing this Bond must appear on the United States Treasury Department's most current list (Circular 570, as amended) and be authorized to transact

business in the Texas, hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law, and/or be otherwise qualified to act as a Surety under Texas Insurance Code, Chapter 3503.

4. VENUE: The obligations of the parties under this Bond shall be performable in Travis County, Texas and shall be construed under the laws of the State of Texas. If legal action, such as civil litigation, is necessary in connection with this Bond, exclusive venue shall be in Travis County, Texas.

THIS BOND is entered into this 18th day of May, 2021.

Atlantic Specialty Insurance Company

SURETY (seal)

By: 

(Signature)

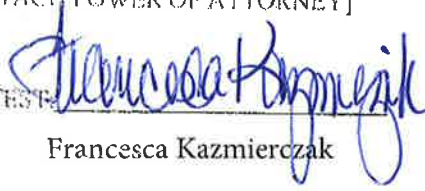
Frances Rodriguez

(Print Name)

Attorney-In-Fact

(Print Title)

[ATTACH POWER OF ATTORNEY]

ATTEST: 

Francesca Kazmierczak

Core & Main LP

CONTRACTOR

By: 

(Signature)


Cynthia Farrell

(Print Name)

Attorney-In-Fact

(Print Title)

[Additional signatures, if any, appear on attached page]

ATTEST: 

Sandra Diaz

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, KeAna Conrad, Cynthia Farrell, Frances Rodriguez, Camille Cruz, Sara Owens, Melissa Fortier, Elizabeth Sterling, Jennifer Jakaitis, Marina Tapia, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: September 1, 2017



Name: Mark Witkowski

Signed in the presence of:

Jessie Killion
Witness

Charles Turner
Witness

Subscribed and sworn to before me on 9/1/2017

Tina A. Vitale
Notary Public, [County/State] Missouri

My commission expires: 2-29-2020

(SEAL)





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debra A. Deming, Sandra Diaz, Cynthia Farrell, Anne Potter, Peter Healy, Susan A. Welsh, Frances Rodriguez, Aklima Noorhassan, Francesca Kazmierczak, Jennifer Jakaitis, Nancy Schnee, Kemal Brkanovic**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

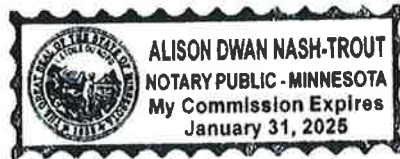
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of May, 2021.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



Atlantic Specialty Insurance Company

Period Ended 12/31/2020

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,500,023	Loss Reserves	\$ 878,884
Preferred Stocks	-	Loss Adjustment Expense Reserves	272,666
Common Stocks	775,825	Total Loss & LAE Reserves	<u>1,151,550</u>
Mortgage Loans	-	Unearned Premium Reserve	593,461
Real Estate	-	Total Reinsurance Liabilities	13,171
Contract Loans	-	Commissions, Other Expenses, and Taxes due	54,583
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	147,406	Payable to Parent, Subs or Affiliates	-
Other Investments	23,375	All Other Liabilities	237,942
Total Cash & Investments	<u>2,446,629</u>	Total Liabilities	<u>2,050,707</u>
Premiums and Considerations Due	276,120	Capital and Surplus	
Reinsurance Recoverable	59,375	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	29,538	Preferred Capital Stock	-
All Other Admitted Assets	62,330	Surplus Notes	-
Total Admitted Assets	<u>2,873,992</u>	Unassigned Surplus	91,944
		Other including Gross Contributed	722,341
		Capital & Surplus	<u>823,286</u>
		Total Liabilities and C&S	<u>2,873,992</u>

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2020, according to the best of my information, knowledge and belief.

Kara Barrow
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2nd day of March, 2021.

Keri Riechers
Notary Public



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Atlantic Specialty Insurance Company and its affiliates' toll-free telephone number for information or to make a complaint at:

1-877-248-9876

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Atlantic Specialty Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Core & Main LP

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No NA

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No NA

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7 
Signature of vendor doing business with the governmental entity

05/17/2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or


(C) of a family relationship with a local government officer.

**CITY OF PFLUGERVILLE STATE OF TEXAS TAX CODE,
CHAPTER 151 COMPLIANCE CERTIFICATE**

Contractor shall comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Contractor hereby certifies that the Contract Sum is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2)	\$	<u>2,664,127.05</u>
Taxable products, materials, and services (See Note 3)	\$	_____
Total (See Note 4)	\$	<u>2,664,127.05</u>

Contractor: Core & Main LP
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Erik Olivarez
(typed or printed)

Title: District Manger
(typed or printed)

Business Address:
1301 Wells Branch Pkwy
Pflugerville, TX 78660

Phone: 512/990-8470 Email: Erik.olivarez@coreandmain.com

Note:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the Project constructed for the City or are necessary and essential for providing the Work and are completely consumed for the Project. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in providing the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Project Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the service and is integral to completing the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the City's Project or are not consumed by construction or installation as defined above. Machinery or equipment and its accessories and repair and replacement parts used in providing the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Sum.

END OF SECTION

CITY OF PFLUGERVILLE NON-COLLUSION CERTIFICATION


STATE OF TEXAS
COUNTY OF TRAVIS

Contractor: **Core & Main LP**
1301 Wells Branch Pkwy
Pflugerville, TX 78660

Contract: **City of Pflugerville AMI Conversion**

Contractor certifies that it has not been a party to any collusion among Contractors in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the City as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Contractors and any official of the City concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Contractor: Core & Main LP
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Erik Olivarez
(typed or printed)

Title: District Manager
(typed or printed)

Business Address:
1301 Wells Branch Pkwy.
Pflugerville, TX 78660

Phone: 512/990-8470 Email: Erik.olivarez@coreandmain.com
(Attach evidence of authority to sign if Contractor is a corporation, partnership, or a joint venture.)

END OF SECTION

CITY OF PFLUGERVILLE COMPLIANCE TO TEXAS STATE

LAW REGARDING NONRESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contract to nonresident bidders. This chapter provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in the state of Texas.
- Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the state of: Missouri

Any determination of state bidder preference law is based on the Texas Comptroller’s annual summary of other state bidder preference laws.

Bidder: Core & Main LP
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Erik Olivarez
(typed or printed)

Title: District Manager
(typed or printed)

Business Address:
1301 Wells Branch Pkwy.
Pflugerville, TX 78660

Phone: 512/990-8470 Email: Erik.olivarez@coreandmain.com
(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION