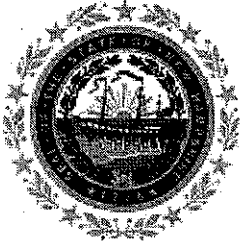


134 - 8/19/26



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

July 1, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Ferguson Enterprises, LLC, (VC#451062), Lebanon, NH in an amount up to and not to exceed \$1,200,000.00 for Grates and Frames with the option to extend for two years, effective upon Governor and Executive Council approval for the period September 1, 2026 through August 31, 2031.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued Request for Bid (RFB) 3122-26 to obtain competitive pricing for the metal grates and supporting frames used to keep New Hampshire roadways safe. These items are the pieces you see on streets that cover drainage openings and manholes. The RFB closed on April 2, 2026 with 3 compliant bids received. Ferguson Enterprises, LLC submitted the lowest-cost response.

The purpose of this contract is to set stable pricing and cost-control measures for these essential roadway safety materials. With this contract in place, the Department of Transportation (DOT) will have a steady and dependable supply of the grates and frames it needs, allowing crews to quickly install or replace them whenever required. Without timely replacement of damaged grates or frames, dangerous gaps can form on the road, posing risks to drivers, pedestrians, and bicyclists. Likewise, if DOT cannot reliably access these materials, road construction and maintenance projects could be delayed as crews wait for materials.

Ferguson Enterprises, LLC's submitted the lowest cost response. The next lowest compliant bidder's response was 19% higher, highlighting that Ferguson Enterprises, LLC offered strong, competitive pricing. The forecasted spending is based on actual expenditures from the past three years, along with an additional allowance of approximately 40% to cover items purchased under the contractor's broader product line. This allowance also ensures

flexibility for unexpected needs, such as emergency repairs following storms, flooding, or other unforeseen events.

Contract financials	
Estimated annual spend	\$167,531.87
Estimated 5-year term spend	\$837,659.35
Add allowance for balance of product line (40%)	\$362,340.65
Price limitation	\$1,200,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with Ferguson Enterprises, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Grates and Frames	Agency	Statewide
RFB#	3122-26	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	4/2/2026 at 1:15 pm

Indicates Award: ☐

Estimated Annual Quantity	UOM	Product Description	Ferguson Waterworks		Pipe Connections LLC		F.W. Webb Company	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
22	EA	TYPE B FRAMES - THREE FLANGE	\$246.06	\$5,413.32	\$265.00	\$5,830.00	\$270.00	\$5,940.00
179	EA	TYPE B FRAME - FOUR FLANGE	\$246.06	\$44,044.74	\$265.00	\$47,435.00	\$270.00	\$48,330.00
263	EA	TYPE B GRATE - MINIMUM CLASS - 20 CAST IRON	\$125.14	\$32,911.82	\$135.00	\$35,505.00	\$135.00	\$35,505.00
9	EA	TYPE B LOW - 3" FLANGE	\$237.65	\$2,138.85	\$258.00	\$2,322.00	\$260.00	\$2,340.00
43	EA	TYPE B LOW - PROFILE 4" FLANGE	\$228.19	\$9,812.17	\$248.00	\$10,664.00	\$250.00	\$10,750.00
12	EA	TYPE E FRAME	\$311.26	\$3,735.12	\$335.00	\$4,020.00	\$340.00	\$4,080.00
12	EA	TYPE E GRATES	\$509.99	\$6,119.88	\$553.00	\$6,636.00	\$555.00	\$6,660.00
24	EA	8" - 3 FLANGE - FITS TYPE A AND F FRAME	\$302.84	\$7,268.16	\$328.00	\$7,872.00	\$330.00	\$7,920.00
31	EA	8" - 4 FLANGE - FITS TYPE A AND F FRAME	\$309.15	\$9,583.65	\$335.00	\$10,385.00	\$335.00	\$10,385.00
65	EA	TYPE F GRATE - CASCADE MACHINED SEAT	\$252.37	\$16,404.05	\$274.00	\$17,810.00	\$275.00	\$17,875.00
11	EA	MANHOLE FRAME	\$235.55	\$2,591.05	\$256.00	\$2,816.00	\$255.00	\$2,805.00
18	EA	MANHOLE COVER - LID DRAIN	\$289.17	\$5,205.06	\$314.00	\$5,652.00	\$315.00	\$5,670.00
1	EA	MANHOLE COVER - LID SEWER	\$289.17	\$289.17	\$314.00	\$314.00	\$315.00	\$315.00
1	EA	PULL BOX FRAME & COVER Nominal 12" SQ -- 1802-0001 Frame, 1802-0002 Solid Lid Unlettered	\$161.93	\$161.93	\$175.00	\$175.00	\$210.00	\$210.00
1	EA	PULL BOX FRAME & COVER Nominal 16" SQ (per Std Plan SL-1)1802-0004 Frame, 1802-0005 Solid Lid Unlettered	\$259.73	\$259.73	\$282.00	\$282.00	\$285.00	\$285.00
1	EA	CONVEX (BEEHIVE) GRATE (HEAVY DUTY) COMPARABLE TO NEENAH ITEM #R-4215A	\$443.74	\$443.74	\$482.00	\$482.00	\$485.00	\$485.00
23	EA	Type "G" beehive frames and grates - Clear Opening 24"	\$538.38	\$12,382.74	\$584.00	\$13,432.00	\$585.00	\$13,455.00
8	EA	Type "G" beehive frames and grates - Clear Opening 36"	\$1,059.69	\$8,477.52	\$1,155.00	\$9,240.00	\$1,160.00	\$9,280.00
Sub Total				\$167,531.87		\$181,186.00		\$182,605.00
Estimated annual spend				\$167,531.87	Estimated annual spend	\$181,186.00	Estimated annual spend	\$182,605.00
Estimated term spend				\$837,659.35	Estimated term spend	\$905,930.00	Estimated term spend	\$913,025.00
Add allowance for balance of product line				\$362,340.65	Add allowance for balance of product line	\$391,872.02	Add allowance for balance of product line	\$394,941.06
Recommended price limitation				\$1,200,000.00	Recommended price limitation	\$1,297,802.02	Recommended price limitation	\$1,307,966.06



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

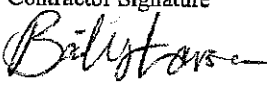
Recommendation Summary	
Statewide Contract or Amendment	Statewide contract
Term of Contract	5 years with option to extend for 2 years
Price Limitation	\$1,200,000.00
Number of Compliant Solicitations Received	3
Number of Sourced bidders	21
Number of NIGP Vendors Sourced	67
Number of non-responsive bidders	85
P-37 Checklist Complete	Yes
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-card/ACH)	P-card and ACH
FOB Delivered	Yes
Special Notes:	

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION – Contract #8003821**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Ferguson Enterprises, LLC		1.4 Contractor Address 40 Interchange Drive Lebanon, NH 03784	
1.5 Contractor Phone Number (603) 322-3444	1.6 Account Unit and Class Various	1.7 Completion Date 8/31/2031	1.8 Price Limitation \$1,200,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature  Date: 6.1.2026		1.12 Name and Title of Contractor Signatory Bailey Larson- Municipal Sales Manager	
1.13 State Agency Signature  Date: 7/9/26		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Christen Lavers</u> On: 7/26/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT-A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Ferguson Enterprises, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with grates and frames in accordance with the bid submission in response to State Request for Bid 3122-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
- 2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," and (2.1.4.) EXHIBIT C "Method of Payment."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on September 1, 2026, or upon approval of the Governor and Executive Council, whichever is later, through August 31, 2031.
- 3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.
- 3.3. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

4. SPECIFICATIONS:

- 4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
- 5.3. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
- 5.4. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
- 5.5. Label, package, and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery. If a shipment is not on pallets or properly palletized at the time of delivery, the Contractor

shall be responsible to palletize all products at the delivery Site. Contractor shall pick up all empty pallets on the next scheduled delivery day.

- 5.6. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.7. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 5.8. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 5.9. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.10. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 5.11. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.12. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 5.13. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 5.14. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

6. ORDERING SYSTEM:

- 6.1. Ordering system may be web-based and accessible to the State at all times. Ordering and inventory system must be capable of electronic order approval process and must have an email-based notification function. The ordering system must contain a field where the State can enter their 7-digit Purchase Order number. Contractor shall provide training, on-site or virtual, as requested by the State, on how to use the system at no additional cost. Preferred ordering system capabilities and functionality includes, but is not limited to:
 - 6.1.1. Web-based, Inventory control capabilities
 - 6.1.2. ability to interface with different point of sales systems
 - 6.1.3. ability to use on multiple devices to include but not limited to tablets, iPhones
 - 6.1.4. ability to include reference numbers
 - 6.1.5. ability to provide a variety of reports including dashboard reporting
 - 6.1.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.

7. WARRANTY REQUIREMENTS:

- 7.1. The Contractor shall be required to provide warranties on all products provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

8. RECALLS:

- 8.1. Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

9. SAMPLE PRODUCTS FOR EVALUATION:

- 9.1. All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.

10. RETURNED GOODS:

- 10.1. The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.
- 10.2. Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.
- 10.3. The signature of state personnel on shipping documents shall signify the receipt of the shipment but not the acceptance of the shipment.

11. BACKORDERS AND SUBSTITUTIONS:

- 11.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.
- 11.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 11.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.
- 11.4. Adm 606.05 states, if the Contractor fails to furnish items in accordance with all requirements or specifications of this contract or other term or condition of purchase, including delivery terms, and if the purchasing agent is, as a result thereof, compelled to purchase similar items from another source with or without competitive bidding, the Contractor shall be liable to the state for any excess costs.

12. ENVIRONMENTALLY FRIENDLY PRODUCTS:

- 12.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 12.1.1. Energy or water efficient
 - 12.1.2. Reusable
 - 12.1.3. Recyclable
 - 12.1.4. Contains postconsumer recycled materials
 - 12.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
 - 12.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

- 12.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.
- 12.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 12.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

13. DELIVERY:

- 13.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.
- 13.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

14. ACCOUNT REPRESENTATIVE:

- 14.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
- 14.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 14.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 14.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.
- 14.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

15. ESTABLISHMENT OF ACCOUNTS:

- 15.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this contract, as if an account already exists for the agency.

16. ELIGIBLE PARTICIPANTS:

- 16.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

17. AUDITS AND ACCOUNTING:

- 17.1. The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this contract.
- 17.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

18. USAGE REPORTING:

- 18.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:
- 18.1.1. Contract Number
 - 18.1.2. Utilizing Agency and Eligible Participant
 - 18.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 18.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 18.1.4.1. Percentage of recycled materials contained within finished products
 - 18.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 18.1.4.3. Types and volume of packaging used for transport
 - 18.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 18.1.4.5. A standardized reporting form will be provided after contract award
 - 18.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 18.1.6. In Excel format

19. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 19.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3122-26, as described herein, and under the terms of this Contract.
- 19.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 19.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 19.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 19.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 19.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

20. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

- 20.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

21. CONFIDENTIALITY & CRIMINAL RECORD:

- 21.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

22. TERMINATION:

- 22.1. The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the Contractor.

23. NON-EXCLUSIVE CONTRACT:

23.1. This is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

EXHIBIT C - METHOD OF PAYMENT

24. CONTRACT PRICE:

24.1. The Contractor hereby agrees to provide grates and frames in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,200,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

25. PRICING STRUCTURE:

UOM	Product Description	Unit Cost
EA	TYPE B FRAMES -THREE FLANGE	\$246.06
EA	TYPE B FRAME - FOUR FLANGE	\$246.06
EA	TYPE B GRATE - MINIMUM CLASS - 20 CAST IRON	\$125.14
EA	TYPE B LOW - 3" FLANGE	\$237.65
EA	TYPE B LOW - PROFILE 4" FLANGE	\$228.19
EA	TYPE E FRAME	\$311.26
EA	TYPE E GRATES	\$509.99
EA	8" - 3 FLANGE - FITS TYPE A AND F FRAME	\$302.84
EA	8" - 4 FLANGE - FITS TYPE A AND F FRAME	\$309.15
EA	TYPE F GRATE - CASCADE MACHINED SEAT	\$252.37
EA	MANHOLE FRAME	\$235.55
EA	MANHOLE COVER - LID DRAIN	\$289.17
EA	MANHOLE COVER - LID SEWER	\$289.17
EA	MANHOLE COVER - LID DRAIN NO LETTERING	\$289.17
EA	PULL BOX FRAME & COVER Nominal 12" SQ -- 1802-0001 Frame, 1802-0002 Solid Lid Unlettered	\$161.93
EA	PULL BOX FRAME & COVER Nominal 16" SQ (per Std Plan SL-1)1802-0004 Frame,1802-0005 Solid Lid Unlettered	\$259.73
EA	CONVEX (BEEHIVE) GRATE (HEAVY DUTY) COMPARABLE TO NEENAH ITEM #R-4215A	\$443.74
EA	Type "G" beehive frames and grates - Clear Opening 24"	\$538.38
EA	Type "G" beehive frames and grates - Clear Opening 36"	\$1,059.69

26. INVOICE:

- 26.1. Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.
- 26.2. The Contractor shall provide prompt payment discounts offered for invoice payments prior to the State's standard 30-day due date for payments. Orders \$10,000.00 and above will receive a 0.50% discount off invoice.

Payment Time	Discount %
30 Days	Standard Payment Terms
Within 20 Days	0.25%
Within 10 Days	0.50%

27. PAYMENT:

- 27.1. Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the Contractor.
- 27.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

28. PRICE ADJUSTMENTS:

- 28.1. One the anniversary date of this contract and annually thereafter, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. The increase for any item shall not exceed 3% and in no case shall it exceed the documented percentage of increase levied by the manufacturer. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, or via email Jonah.L.Rosa@DAS.NH.Gov no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.
- 28.2. Price decreases shall become effective immediately as they become effective to the general trade.

29. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

- 29.1. During the term of contract, the State may purchase other items from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FERGUSON ENTERPRISES, LLC is a Virginia Limited Liability Company registered to transact business in New Hampshire on December 01, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **281783**

Certificate Number: **0007906372**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Bailey Larson

Title: Sales Manager - Waterworks Strategic Business

DS
DC

Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers.

This certificate of authorization shall be effective from the date hereof until **October 2, 2026** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2024.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **October 3, 2025**.

Ferguson Enterprises, LLC



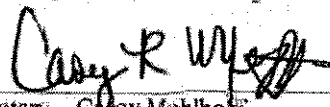
Wesley E. Rice
Assistant Secretary

(Company Seal)



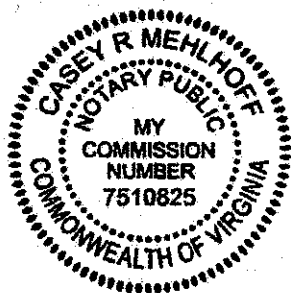
Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on October 3, 2025, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company



Notary - Casey Mehlhoff
My commission expires: July 31, 2026

(Notary Seal)





Ferguson Enterprises, LLC
Corporate Offices in Hampton Roads
751 Lakefront Commons
Newport News, VA 23606
Writer's Direct Dial: (757) 849-3287

Wesley.Rice@Ferguson.com
www.ferguson.com

May 28, 2026

State of New Hampshire
25 Capitol Street
Concord, NH 03301

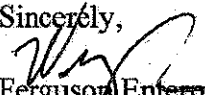
RE: Procurement Award – Grate and Frames 3122-26 Bid

Dear Sir/Madam:

This letter confirms that Bailey Larson, Sales Manager- Waterworks Strategic Business with Ferguson Enterprises, LLC was previously issued a Certificate of Authority on October 3, 2025, that such Certificate of Authority is valid until October 2, 2026, that it has not been revoked, and that Bailey Larson, is still authorized to enter into contracts and other documents, and to execution such documents and undertake all such acts as may be deemed in the best interest of Ferguson Enterprises, LLC.

Should you have any further questions please feel free to contact me directly.

Sincerely,


Ferguson Enterprises, LLC

By: Wesley Rice

Its: Deputy General Counsel and Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

5/1/2027

DATE (MM/DD/YYYY)

4/15/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1532757 Ferguson US Holdings, Inc. Ferguson Enterprises, LLC (See attached for named insured listing) 751 Lakefront Commons Newport News VA 23606	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Property and Casualty Insurance Company	20699
	INSURER C: Indemnity Insurance Co of North America	43575
	INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 23364117**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Retained Limit \$4m GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	XSL G49384622	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Self Insured ☒ Physical Damage	N	N	ISA H1137296A	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Deductible \$ 5,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	XOO G72519802 006	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	WLR C72808162 (AOS) WLR C72808150 (OR) SCF C72808174 (WT)	5/1/2026 5/1/2026 5/1/2026	5/1/2027 5/1/2027 5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation/Employers Liability Deductible: \$2,000,000; Workers Compensation Policy WLR C72808162 provides coverage for AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV- \$2,000,000 Stop Gap Liability is provided for OH, WA, ND, and WY RE: GRATES AND FRAMES 3122-26

Waiver of Subrogation applies in favor of additional insured as required by written contract with respect to Workers Compensation Liability, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**23364117**State of New Hampshire
Attn: Jonah Rosa
25 Capitol Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NAMED INSURED ADDENDUM

Effective Date	Company
6/16/2003	A-1 Pipe
5/23/2022	Aaron & Company, LLC
4/1/1975	Acquisition - Charleston, SC
8/20/2018	Action Automation
11/16/2015	Action Fire Fab & Supply, Inc.
7/15/2019	Action Supply Co.
12/1/2022	Airefco, Inc
3/13/2006	Alamo Pipe
3/30/1999	Alamo Plumbing Supply Co.
1/11/2021	Amerock Corporation
4/4/2016	Andrews Lighting Gallery, Inc.
3/21/2022	AP Supply Company
4/27/2015	Arkansas Supply, Inc.
8/2/1993	Armstrong Plumbing Supply Company, Inc.
10/19/2015	Atlantic American Fire Equipment Company
11/16/2020	Atlantic Construction Fabrics
11/1/1977	Atlas Supply Company, Inc.
6/27/1994	Automatic Temperature Supplies Inc.
4/22/2024	AVCO Supply (AVCO Supply, Inc.)
9/15/1999	Baker Pipe and Supply Company
12/11/2018	Blackman
7/30/2018	Brock McVey
7/31/2023	Bruce Supply Corp
5/23/2016	Bruce-Rogers Company
2/9/2015	Builders Appliance Center
1/19/2004	Builder's Plumbing Supply
12/29/1989	C. Selzer & Sons, Inc.
3/4/1992	Cain & Bulirnan, Inc.
12/29/2006	Cal-Steam
10/17/2005	Camellia Valley Supply
5/9/2022	Canadian Safe-Step Tubs, Inc.
7/26/2021	Canyon Pipe & Supply
1/8/2024	Capital City Appliances LLC dba Harway Appliances
10/29/2018	Capital Distributing
5/31/2014	Capstone Global Solutions
10/2/2006	Castle North
10/2/2006	Castle Supply
5/5/1997	Central Engineering and Supply, Co., Inc.
5/22/2006	Central Lighting Supply

3/10/1983	Central Plumbing Supply Company
5/8/2006	Central Supply
3/16/1992	Chatham Pipe & Supply
8/25/1997	Cities Supply Company, Inc.
1/21/2026	Chesapeake Environmental Equipment
11/22/2004	Clark Supply
1/11/2021	Clarksville Lighting and Appliance
8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware
4/8/2002	Clayton Acquisition Company
10/8/1997	Climate Makers of Charleston, Inc.
9/1/2004	Cline Contract Sales
1/9/2006	Colgan
3/13/2020	Columbia Pipe & Supply
2/26/1996	Columbia Supply Corporation
4/1/1990	Consumer's Supply Company, Inc.
9/12/2005	Contractor's Field Products
10/30/1984	Cooper Supply Company
2/20/2017	Custom Lighting & Hardware
7/18/2022	D2 Land & Water Resource, Inc
8/27/2007	Davidson Pipe & Supply
4/24/2006	Davies Water
10/1/2012	Davis & Warshow
4/18/2016	Dealernet, LLC
2/21/2006	Dixie Plumbing Supply
10/22/2018	Dogwood Building Supply
1/24/2000	Donovan Industrial Supply Corporation
9/1/2009	DPS
1/22/2018	Duhig Stainless
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.
6/12/2000	Eastern Sewer Pipe Corp.
5/18/2015	Ecomfort Holdings Inc.
9/19/2005	Economy Plumbing Supply
9/30/2005	Endries International
10/29/1993	Energy & Process Corporation
3/9/2015	Equarius Waterworks, Inc.
7/1/1998	Esco Supply Company
4/28/2014	Factory Direct Appliance
8/27/2018	FE Products Inc.
9/11/2000	Ferguson Fire & Fab, Inc
3/31/2019	Ferguson Enterprises, LLC
12/23/1998	Fields & Company of Lubbock, Inc.
7/30/2007	Fire Fab
9/11/2000	Fire Protection Supply Company

2/11/2013	Fluid Systems Hawaii, Inc.
6/1/1998	Forward Enterprises
4/25/2022	Founders Kitchen & Bath, Inc.
11/30/2005	Frischkorn
5/1/2005	Full Service Supply
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)
5/16/2024	GAR Engineering
10/15/1996	General Plumbing Supply Co. of MD, Inc.
1/5/1988	Geo. McGinley Supply Co., Inc.
7/30/2024	Gerster Equipment Co.
11/17/2014	Global HVAC Distributors, Inc.
8/4/1999	Goldberg Company (GCI)
5/20/1991	Gonnair Air Conditioning Company, Inc.
9/24/2018	Grand Junction Pipe & Supply
9/30/1996	Great Lakes Plumbing Supply, Inc.
2/7/2007	Grif-Fab
11/7/2011	Groeniger
1/29/2024	Grove Supply, Inc.
11/7/2022	Guarino Distributing Co, LLC
10/16/2006	Gulf Refrigeration
12/18/2006	Guntersville Fab
4/14/2003	Hanco Supply, Inc.
1/8/2024	Harway Supply, LLC
12/15/2003	High Country
9/18/2017	HM Wallace, Inc.
11/13/2021	Hot Water Products, Inc.
6/9/2014	HP Products (and HP Logistics)
6/17/2025	HPS Specialties, LLC
10/4/1993	Hub Inc.
6/2/2003	Huskey, Inc.
2/28/2007	Improvement Direct
3/31/2025	Independent Pipe & Supply Corp.
3/20/2006	Indiana Plumbing Supply
7/29/2019	Innovative Soil Solutions
11/23/1996	J&G Products Company, Inc.
12/15/1997	Jaime Salicrup, Inc.
1/28/2019	James Martin Furniture
12/30/2007	JC Plumbing
1/31/2005	JD Daddario
11/5/2007	JD Wholesale
8/13/2018	Jones Stephens
8/18/2014	Joseph G. Pollard Co. Inc.
10/16/2006	Kandall

1/20/2014	Karl's Sales and Service - Karls Appliance
7/25/2023	Kennedy Companies
2/4/2019	Kitchen Art
6/21/2021	Kitchen Showcase
10/29/1998	L&H Plumbing & Heating Supply
11/7/2005	LAB Appliances
10/2/2006	Lawrence Supply
1/29/1988	LBS Supply, Inc.
9/15/2003	Liberty Equipment
4/15/2025	Light Innovations, Inc.
7/9/2018	Lighting Design Center
4/4/2022	Lighting Plus
3/27/2017	Lighting Unlimited, LLC
7/31/2010	Lincoln Products
4/7/2003	Linwood Pipe and Supply Co., Inc.
10/1/2015	Living Direct, Inc.
8/29/2011	Louisiana Chemical PVF
6/5/1995	Lyon, Conklin & Co., Inc.
7/22/2025	Manufactured Duct & Supply
2/18/2008	Mastercraft Cabinets
12/12/2016	Matera Paper Company, Inc.
12/8/2014	McFarland Supply Co., Inc.
5/1/1984	McKenna Supply Company
2/8/2005	Meckco Supply
9/20/2021	Meyer Appliances, Kitchens and Baths
7/11/2016	Michigan Meter Technology Group, Inc.
6/13/2016	Michigan Pipe and Valve-Flint, Inc.
6/27/2016	Michigan Pipe and Valve-Lansing, Inc.
6/18/2001	Mid-Cities - Dallas, TX
5/21/2001	Mid-Cities - Plant City, FL
6/1/1999	Midwest Pipe & Supply
7/25/2022	Minka Lighting LLC
6/3/2019	Mission Valley Pipe and Supply
11/15/2005	Mobile Supply
8/29/2022	Monark Premium Appliance (Transform Midco LLC)
7/12/2021	Moore Industrial Supply, Co.
3/29/2004	Municipal Pipe
5/14/2018	National Fire
10/2/2006	Northern Water Works Supply
10/26/2020	Old Dominion Supply
12/4/2006	Ondalay Pipe
2/13/2017	P.V. Sullivan

12/11/2006	Page's Appliance
8/1/2006	Palermo
8/15/2005	Park Supply
12/31/2004	Parnell Martin
8/21/2000	Pesco Pipe and Supply Co.
4/10/2006	Pipe Products
1/30/2023	Pipelines, INC
1/29/2024	PLCC Enterprises LLC
4/26/1999	Plumbers Specialty Company, Inc.
1/24/2022	Plumbers Supply Company of St Louis
1/15/1985	Plumbers Supply Company, Inc.
3/6/2000	Plumbing & Mill Supplies, Incorporated
9/14/2014	Powell Pipe & Supply Co.
9/25/2012	Power Equipment Direct, Inc. (PED)
12/5/2022	Power Process Equipment Co
9/9/2019	Process Instruments & Controls
1/25/2016	Professional Cleaning Service and Supply Corporation (PCS Industries)
12/7/2004	R Supply
6/4/1985	R. W. Farmer Supply Co., Inc.
9/22/1997	Raleigh Supply Company, Inc.
10/10/2016	Ramapo Wholesalers Inc.
3/1/2001	Red Hed Supply
3/16/2015	Redlon & Johnson Supply
4/23/2012	Reese Kitchens
3/16/2020	Rencor Controls
10/27/2015	Renwes Appliances, Inc.
6/24/2025	Ritchie Environmental Solutions, LLC
1/1/1984	Riverside Supply Company, Inc.
11/19/2018	Roberston Supply
11/22/2021	RP Lighting & Fans (Royal Pacific)
7/26/2022	Rybak Engineering, Inc
8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)
8/29/2005	S&S Fabricators
6/13/2023	S.G. Torrice
4/15/2024	Safe Step Walk In Tub, LLC
7/31/2018	Safe Step Walk-In Tub Co
12/31/1980	SCL Equipment Corporation
10/16/2023	SecureVision of America
9/26/2011	SG Supply
12/8/2014	Ship-Pac, Inc.
11/3/1997	South Bend Supply Company, Inc.

12/19/2005	South Lake Tahoe
5/1/1976	Southern States Supply Company, Inc.
5/20/2024	Southwest GeoSolutions, Inc.
10/6/2014	Spillius, Inc. (dba City Lights and Design)
6/30/1997	Standard of Lynn, Inc.
5/25/2022	STE LLC
1/7/1998	Steel City Wholesalers
12/31/2010	Summit Pipe & Supply
5/6/2002	Sumner & Dunbar
1/8/2001	Sunbelt Marketing
10/25/2021	Sunstate Meters and Supply, Inc
5/22/2006	Supply North Central Group
11/11/2019	SW Anderson
5/13/2002	Tahoe Truckee Supply
2/17/2026	Technology Sales Associates, Inc.
11/13/2024	Templeton & Associates Equipment Sales
11/13/2024	TEMSCO
12/30/1986	Terry Supply Company
1/8/2024	Texas State Appliances, LLC
2/23/2015	The Ar-Jay Center
4/18/2016	The Bath + Beyond
8/30/1999	The Gage Company
10/24/2016	The Plumbing Source, Inc.
1/7/1986	The Warner Company, Inc.
8/2/1999	Thrall Distribution, Inc.
3/30/1998	Tozour Unitary Product Division
1/13/2003	Triangle Supply, Inc.
6/27/2022	Triton Environmental, LLC
11/2/1992	U.S. Supply Company
2/7/2022	Uncle Sam Piping Solutions. Inc.
11/14/2016	Underground Pipe & Valve, Inc.
10/1/1986	Underground Supply Company, Inc.
8/21/2006	United Automatic
5/23/2005	United Supply & Distributing
7/30/2024	United Water Works, Inc.
1/28/1983	Universal Supply Company, Inc.
12/31/1986	Virginia Supply and Well Company
11/13/1995	Walden Industrial Supply Co., Inc.
12/10/2018	Wallwork Bros., Inc
3/31/2014	Waterworks Industries
8/1/2006	Waterworks Supply
6/26/2005	Webb Distributors, Inc.
6/30/2001	Westburne Supply, Inc.

8/13/2007	Western Air
8/29/2016	Westfield Lighting Co., Inc.
8/7/2017	Wholesale Group, Inc.
7/10/1995	Wilmington Plumbing Supply Co., Inc.
12/18/1995	Wisconsin River Supply Company
1/29/2024	Wolfe Family Partnership, Ltd
6/8/2015	WR White Supply
7/2/2018	Wright Plumbing
1/29/2024	Wvhc Enterprises, LLC
1/13/2003	York Factory Branch - Corona, CA
3/4/2024	Yorkwest Plumbing Supply Inc.

FERGUSON

DBA List by Entity

Clawfoot Supply, LLC

Signature Hardware

Ferguson Enterprises, LLC

Aaron & Co.
ACF Environmental
Action Plumbing Supply
Airefco
Andrews Lighting & Hardware Gallery
AVCO
AVCO Supply
Beautyware Plumbing Supply Co.
Build corn
Build with Ferguson
Build.com
Buildcom
BuildStore
Cal-Steam
Canyon Pipe & Supply
Capital City Appliance
Columbia Pipe
Columbia Pipe & Supply
D2 Land & Water Resource
Duhig Stainless
EdgeStar
Factory Direct Appliance
Faucet corn
Faucet.com
FaucetDirect corn
FaucetDirect.com
Ferguson Enterprises
Ferguson Enterprises of Virginia, LLC
Ferguson Enterprises, LLC of Virginia
Ferguson Facilities Supply
Ferguson Fire & Fabrication International
Ferguson Full Service Supply
Ferguson Heating & Cooling
Ferguson Home
Ferguson HVAC
Ferguson HVAC - Lyon Conklin

Ferguson Enterprises, LLC

Ferguson Industrial Plastics
Ferguson Industrial Plastics Division
Ferguson Integrated Services
Ferguson International
Ferguson Leasing Company
Ferguson Parts & Packaging
Ferguson Waterworks
Ferguson Waterworks - Red Hed
Ferguson.com
Founders Kitchen and Bath
Fresno Pipe
Fresno Pipe & Supply
Frishkorn, Inc.
Geo-Solutions
Gerster Equipment Company
Gotham
Gotham Pipe
Gotham Pipe Supply
Grand Junction Pipe
Grand Junction Pipe & Supply Co.
Grand Junction Pipe & Supply Company
Grove Supply
Guarino Distributing
Harway Appliances
Henry Kitchen & Bath
Henry Plumbing Kitchen & Bath Galleries
Henry Plumbing Supply
High Country Plumbing Supply
Hot Water Products
HPS
HPS Specialties
Independent Pipe
Independent Pipe & Supply
Innovative Soil Solutions
Kennedy Companies
Kennedy Culvert & Supply
Kennedy Water Works
Kern Pipe
Kern Pipe & Supply
Kitchen Art
Kitchen Art of South Florida
Light Innovations

Ferguson Enterprises, LLC

Lightingdirect.com

Louisiana Utilities Supply Company

LUSCO

Lyon Conklin

Lyon Conklin, & Co., Inc.

Lyon Conklin, a Ferguson enterprise

Maddux Supply Company

Manufactured Duct & Supply

Matera Paper

Matera Paper Company

MDS

Meyer Appliance

Midwest Pipe & Supply, a Ferguson enterprise

Mission Valley Pipe & Supply

Old Dominion Supply

Peebles Supply Corporation

Pipelines

Pipelines of PA

PL Sourcing

Plumb Source

Plumbers Supply Company

Plumbers Supply Company of St. Louis

Pollardwater

Power Process Equipment

Pulldirect.com

Pulldirect.com

Renwes Sales

RES

Ritchie Environmental Solutions

Schell Supply Corporation

Securevision

Securevision of America

Southwest Geo-Solutions

Stevens Supply Corporation

Stockton Pipe

Stockton Pipe & Supply

Sunstate Meter & Supply

Tarpon Wholesale Supplies

Templeton & Associates

Templeton & Associates Equipment Sales

TEMSCO

The Ar-Jay Center

Ferguson Enterprises, LLC

The Davidson Group
The Kitchen Showcase
The Stock Market
Triton Environmental
United Water Works
Warner Supply Corporation
Water Resources
Water Works Supplies, a Ferguson enterprise
Water Works Supply
Westburne Supply Inc.
Wolseley Industrial Group
Wright Plumbing Supply

Ferguson Fire & Fabrication, Inc.

Atlantic Fire Equipment Company
Ferguson Fire & Fabrication International
MFP Design
National Fire Products
Pacific Fire Safety
Rybak Engineering

Ferguson Fire Design, LLC

Ferguson Fire Design PLLC
GAR Engineering

Ferguson US Holdings, Inc.

Factory Direct Appliance
Ferguson Enterprises
Ferguson Waterworks
Wolseley Industrial Group

FE Products, Inc.

Millennium Lighting
RP Lighting & Fans

James Martin Signature Vanities, LLC

Vena Designs

Jones Stephens Corp.

Lincoln Products

Living Direct, Inc.

Avalon Global

EdgeStar

Power Equipment Direct Inc.

AC Wholesalers

Air Compressors Direct

eComfort

Electric Generators Direct

Power Equipment Direct

Pressure Washers Direct

Sump Pumps Direct

Water Pumps Direct

Safe Step Walk In Tub, LLC

Safe Step of Tennessee LLC

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

Named Insured Ferguson US Holdings Inc.			Endorsement Number 1
Policy Symbol XSL	Policy Number G49384622	Policy Period 05/01/2026 to 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

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

Named Insured Ferguson US Holdings Inc.			Endorsement Number 12
Policy Symbol XSL	Policy Number G49384622	Policy Period 05/01/2026 to 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

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

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III —Limits Of Insurance And Retained Limit:

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Ferguson US Holdings Inc.			Endorsement Number 24
Policy Symbol XSL	Policy Number G49384622	Policy Period 05/01/2026 to 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**Schedule****Organization****Additional Insured Endorsement**

Any additional insured with whom you have agreed to provide such noncontributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Representative

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Ferguson US Holdings Inc.			Endorsement Number i8
Policy Symbol XSL	Policy Number G49384622	Policy Period 05/01/2026 to 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section W Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

POLICY NUMBER: ISA H1137296A

Endorsement Number: 2

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance — Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insure

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: WLR Number: C72808162
Policy Period 05-01-2026 TO 05-01-2027	Effective Date of Endorsement 05-01-2026
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

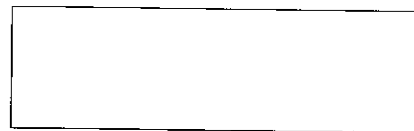
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: WLR Number: C72808150
Policy Period 05-01-2026 TO 05-01-2027	Effective Date of Endorsement 05-01-2026
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

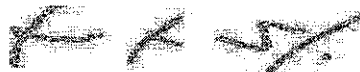
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, INC. 751 LAKEFRONT COMMONS NEWPORT NEWS VA 23606	Endorsement Number
	Policy Number Symbol: SCF Number: C72808174
Policy Period 05-01-2026 TO 05-01-2027	Effective Date of Endorsement 05-01-2026
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

**ADDITIONAL INSURED -
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Ferguson US Holdings, Inc.			Endorsement Number 7
Policy Symbol ISA	Policy Number H1137296A	Policy Period 05/01/2026 TO 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR
CARRIER COVERAGE FORM EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Ferguson US Holdings, Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H1137296A	Policy Period 05/01/2026 TO 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative
