




The Purchasing Memo

Date: April 8, 2026

To: Chief Brian Moya, Interim City Manager

From: Taylor Jurgens, Engineer, Water Division *TRJ*

Via: Jesse Roach, Interim Public Utilities Department Director 
Jesse Roach

Jonathan Montoya, Acting Water Division Director 
JM

Subject: Predictive Water Main Failure and Pipeline Prioritization Software Contract Amendment No. 1

Vendor Name: Ferguson Waterworks, LLC

Munis Vendor Number: 3252

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment No. 1 to Software Contract No. 25-0160 with Ferguson Waterworks, LLC for Predictive Water Main Failure and Pipeline Prioritization Software. Amendment No. 1 increases the amount of compensation by \$216,375.00, including applicable NMGRT, and extends the contract term to six years, for a total compensation amount not to exceed \$292,106.25, including NMGRT, and for a term of six years.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250561.

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has an existing software contract with Ferguson Waterworks, LLC, to provide VODA.ai software for predictive water main failure modeling, pipeline prioritization, and water main rehabilitation and replacement planning. The original contract included a one-year enterprise subscription of the VODA.ai software with two model runs.

Amendment No. 1 will increase the not-to-exceed amount by \$216,375.00 and extend the term of the contract to six years to allow for additional software subscription renewals. This amendment includes the scope of work for a five-year subscription renewal for Years 2-6 that will allow for up to six data refreshes over the five-year period. Renewals for additional years beyond Year 6 can be added via separate amendments in the future.

The VODA.ai software provides valuable risk data on the City's water mains. This data is used when determining which water mains are in need of rehabilitation, replacement, or additional condition assessment. Extending the contract to allow for additional software renewals will allow the Water Division to keep the model results and risk data as accurate as possible by taking into consideration more recent water main breaks, water main replacements, and new water main installations.

Amendment No. 1 will increase the compensation by \$216,375.00, including NMGRT, for a total compensation not to exceed \$292,106.25, including NMGRT. Budget for the current fiscal year renewal will be funded via a separate TBAR. Budget for future fiscal year renewals will be allocated yearly.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Management/505

Munis Org Name/Number: Water Engineering/5050383

Munis Object Name/Number: Software > \$5k/570850

Budget Officer / Designee: Andy Hopkins **Date:** 04/09/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The procurement method is Cooperative Procurement with Omnia Partners, NCPA Master Agreement No. 02-104.

Chief Procurement Officer (CPO) / Designee: [Signature] **Date:** 04/13/2026

CPO Comment/Exceptions: Provide an updated COI when you upload into Munis

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: PWD2550530

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Amendment No. 1

Original Contract Packet (Contract No. 23-0565)

Certificate of Liability Insurance (COI)

Item# 26-0128
Munis Contract# 3250561
Original Contract Item# 25-0160
Omnia Agreement# 02-104

**CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 25-0160**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated April 18, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Ferguson Waterworks, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with VODA.ai software for predictive water main failure modeling.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Article 2(A) of the Contract is amended to read as follows:

Provide VODA.ai software tool for predictive water main failure modeling, pipeline prioritization, and water main rehabilitation and replacement planning. Include data collection, data validation, risk modeling, and results output. Refer to the attached Exhibit A - Statement of Work and Exhibit A.1 – Renewal 1 Statement of Work for the detailed scope of work. The subscription for Year 1 is in accordance with the one-year annual enterprise subscription. The subscription for Years 2-6 is in accordance with the five-year subscription reflecting

agreed upon special pricing for six guided data refreshes over the Year 2-6 term. The data refresh interval will be as requested by the City.

2. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of two hundred thousand dollars and zero cents (\$200,000.00) plus applicable New Mexico gross receipts tax of sixteen thousand three hundred seventy-five dollars and zero cents (\$16,375.00), so that Article 3 reads in its entirety as follows:

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined below, less retainage, if any, as identified in paragraph C of this Clause.

Deliverable item	U/I (unit of issue)	Price
VODA.ai Enterprise Subscription – Year 1	Unit price	\$99/mile
VODA.ai Enterprise Subscription – Years 2-6	Unit price	\$40,000/year ⁽¹⁾

⁽¹⁾ Not to exceed 6 guided data refreshes over the Year 2-6 term.

A. The total amount payable to the Contractor under this Agreement shall not exceed two hundred seventy thousand dollars and zero cents (\$270,000.00), plus applicable New Mexico gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty-two thousand one hundred six dollars and twenty-five cents (\$22,106.25) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred ninety-two thousand one hundred six dollars and twenty-five cents (\$292,106.25).

B. Payment. The total compensation under this Agreement shall not exceed two hundred ninety-two thousand one hundred six dollars and twenty-five cents (\$292,106.25), including applicable New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties

do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

3. TERM

Article 5, of the Contract is amended to extend the term of the contract to six (6) years from date of final signature of the original General Services Contract, so that the Contract terminates on April 18, 2031, and Article 5 reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate six (6) years from date of final signature.

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

BRIAN MOYA

Chief Brian Moya, Interim City Manager

DATE: 04/14/2026

CONTRACTOR:
FERGUSON WATERWORKS, LLC

Gavin Staton

Gavin Staton (Apr 6, 2026 13:31:42 CDT)

GAVIN STATON, SALES MANAGER

DATE: Apr 6, 2026

NMBTIN#: 02-306826-00-4

ATTEST:

GERALYN CARDENAS



GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS

ANDREA PHILLIPS (Apr 13, 2026 15:56:55 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

EXHIBIT A.1 - RENEWAL 1 STATEMENT OF WORK

VODA.ai Proposal – Confidential | 50 Milk Street, Boston, MA 02109



February 24th, 2025

Risk Modeling & Planning Renewal Proposal for City of Santa Fe, NM

The team at VODA.ai is pleased to provide the following proposal to the City of Santa Fe, NM (Santa Fe) to implement artificial intelligence (AI) for predictive failure modeling, pipe prioritization, and planning. We offer tools to help better target your capital spending and operational activities by understanding which pipes are most likely to fail and represent the most significant risk.

We appreciate your consideration of our advanced technology to address the challenges of prioritizing water main projects and optimizing Santa Fe's capital investments. Our solution provides Santa Fe several distinct advantages over other technologies and standard methodologies.

The most accurate results in the industry

Our proprietary machine learning (ML) engine, daVinci™, is more accurate than any other available tool, technology, or method. We have proven this through numerous head-to-head competitions against other AI platforms, statistical engineering tools, and baseline methods at utilities across the country, where our predictive accuracy outcomes have never been beaten.

Easy to use software and processes

We've designed our solution around the concept that it should be easy to use. Our design speeds up onboarding and reduces the workload on utility staff. The data remains current and more usable for short-term decision-making, long-term planning, and interfacing with other applications by providing results in an intuitive, easy-to-use application.

Dedicated to customer satisfaction

Customer Delight is a core value at VODA.ai. We obsess over it. We pride ourselves not only on the quality of our results and the simplicity of our solutions but even more on our customer's satisfaction. This attitude is a part of everything we do.

We are confident that our model's insights and accuracy will deliver outstanding results to Santa Fe. I look forward to continuing our dialogue, and please don't hesitate to contact me if you have any questions.

Sincerely,



Ally Hyre

Director of Sales – Central US

(512) 557-1168 | ally.hyre@voda.ai

Risk Modeling Proposal

Predicting water main failure
through artificial intelligence.

PROPOSAL FOR: City of Santa Fe, NM

DATE: February 24th, 2026

Table of Contents

Table of Contents	iii
Executive Summary	1
Project Description	1
Software as a Service (SaaS) Pricing	3
Statement of Work	2
Project workflow	2
Summary of Responsibility	4
Project Timeline	5
Appendix A - Data Requirements	6
Data Set 1: Pipe Information	6
Data Set 2: Historical Failure Information	7

Executive Summary

This proposal has been prepared to govern the setup and license of VODA.ai’s AI based Software-as-a-Service to Santa Fe, NM with a starting renewal date of 4/9/2026. We understand Santa Fe currently maintains approximately 600 miles of water mains. Similar to other utilities, Santa Fe faces the challenge of properly maintaining hundreds of miles of infrastructure (network of water mains/pipes), much of which may be approaching the end of its useful life, that cannot be physically inspected due to the underground nature of most water mains.

To this end, Santa Fe desires to incorporate the advantages of science-based decision making and artificial intelligence from VODA.ai. VODA.ai’s patented AI engine, known as daVinci™, uses machine learning to identify patterns based on a utility’s past failures and then apply those results to predict which water mains are most likely to fail in the future.

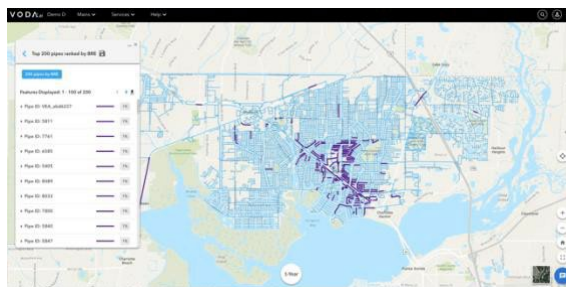
Understanding which pipes are most likely to fail can be directly translated into reduced costs and improved service. Utilities have successfully leveraged VODA.ai’s AI/ML based software and services to better prepare for potential failures and prioritize resources and capital investments on pipes that are the most vulnerable.

Not only is VODA.ai the most accurate tool for failure prediction and prioritization, the solution is designed to deliver results on a utility’s entire network in a fraction of the time with minimal input or work required on the part of the utility staff.

Project Description

VODA.ai will use AI to analyze Santa Fe’s existing GIS and failure data, considering complex relationships between multi-dimensional variables, and then rank all of Santa Fe’s pipe segments by their Likelihood-of-Failure (LOF™), highlighting the most vulnerable. To accomplish this, VODA.ai uses our purpose-built AI engine, daVinci™, to discover invisible patterns from previous pipe failures and then calculate LOF™ rankings. Results are delivered via VODA.ai’s award-winning, simple, and intuitive user interface (UI).

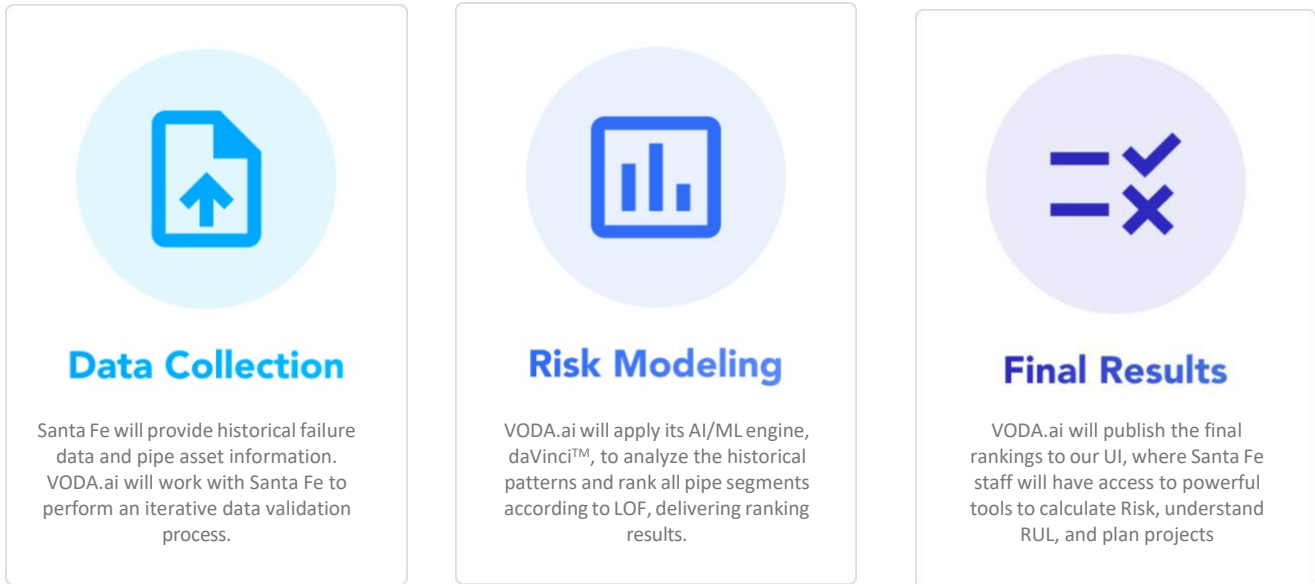
Additionally, the UI provides advanced tools to assist in calculating Consequence of Failure (COF™) and associated Business Risk Exposure (BRE™) for all pipe segments in the system. The Planner module prioritizes rehabilitation and replacement projects to optimize risk reduction and maximize the effectiveness of capital investment funds. Our Insights module uses AI to provide the industry’s most accurate assessment of Remaining Useful Life (RUL™).



We will work with Santa Fe to gather all relevant utility data (e.g., GIS & prior failure) needed for VODA.ai’s model. We use ‘data hooks’ to automatically collect relevant information from public databases (e.g., DOT, USGS, and NOAA). Our data scientists further improve the model by engineering additional data sets that are proven to enhance the overall predictive accuracy of daVinci™.

The team at VODA.ai is passionate about client success and strives for open communication and collaboration. Throughout the project, periodically scheduled conference calls or web meetings are available for status updates, with additional sessions as desired. Santa Fe will have ongoing access to our team as needed. Your success is our success, and we will work diligently to ensure both.

The project will take place in the following steps:



Data Collection

1. Santa Fe will provide historical failure data (leaks and breaks) along with pipe asset information as described in Appendix A.
2. VODA.ai will perform a data validation process to identify any inconsistencies or exceptions in the pipe asset and failure data and work with Santa Fe to address these wherever possible, using an iterative process.



Risk Modeling

3. VODA.ai will apply its AI/ML engine, daVinci™, to analyze the historical failure patterns and then rank all pipe segments according to LOF™.



Final Results

4. The final rankings from the predictive model are published to the UI. From there, Santa Fe staff will have access to powerful tools such as COF™, BRE™, and more such as daVinci™ calculated RUL™ and Planner (depending on selected Plan). Planner takes the LOF™, COF™, and BRE™ values and makes them actionable for operational and capital project planning to reduce risk and improve service for Santa Fe customers. Santa Fe will also benefit from multi-year projection windows (*we include twelve-month, three, five, ten, and twenty-year forward-looking analyses in the UI*) and integrations with other utility systems (e.g., GIS, CMMS).

Software as a Service (SaaS) Pricing

Access to the VODA.ai platform is based on an annual subscription with a per-mile cost. The figures below are based on 600 miles of water mains. The actual number of miles will impact final pricing. VODA.ai has several packages designed to meet the needs of your utility. Based on our discussion and VODA.ai’s assessment of your needs, Santa Fe is continuing with the Basic Plan. See details of plan below.

Annual Pricing Plan:

Features	Enterprise
daVinci™ Model Runs	✓ Up to two/year
Advanced Data Assessment	✓ Included
Data Science Optimization	✓ Included
Support	✓ Unlimited
Planner	✓ Included
RUL	✓ Included
Leak Detection	✗ Not Included
Price	\$99 / mile
Annual Service Fee (waived)	\$15,000 / year
One Year Annual Subscription based on 600 miles of pipe	\$59,400 annually
5-Year Annual Subscription (Pricing Reflects a 20% discount)	\$237,600
5-Year Annual Subscription (Pricing Reflects agreed upon special pricing \$40k annually for 6 guided data refreshes over the length of the total term)	\$200,000

Please note:

1. All fees are invoiceable upon completion of the kick-off meeting and then annually on the anniversary of the Initial Term thereafter (for multi-year agreements or renewals).
2. Long term discounts are available for multi-year agreements at 5% for each additional year.
3. Guided Refreshes: The six (6) guided refreshes included under this Agreement may be scheduled at any time during the five (5) year term. Client shall provide VODA.ai with no less than ninety (90) days’ prior written notice for each requested guided refresh to allow for appropriate resource planning and scheduling.
4. Multi-year agreements are invoiced annually on the anniversary of the Initial Term and are subject to annual price increases in accordance with US Producer’s Price Index (PPI) - U.S. Bureau of Labor Statistics PPI for Data processing, hosting, and related services (PCU518210518210). Price increases will go into effect each year according to any increase in the previous 12-months PPI.
5. Any taxes related to these transactions are the responsibility of the utility.
6. Any changes in scope may impact Pricing.
7. This price is valid for **45-days** from the date of this proposal.

All Plans include:

- Unlimited seats for utility staff
- UI training for utility staff
- Routine updates and enhancements
- GIS export for all results
- Risk modeling (LOF™, COF™, BRE™)
- Advanced Data Assessment
- Data Science Optimization

Advanced Data Assessment

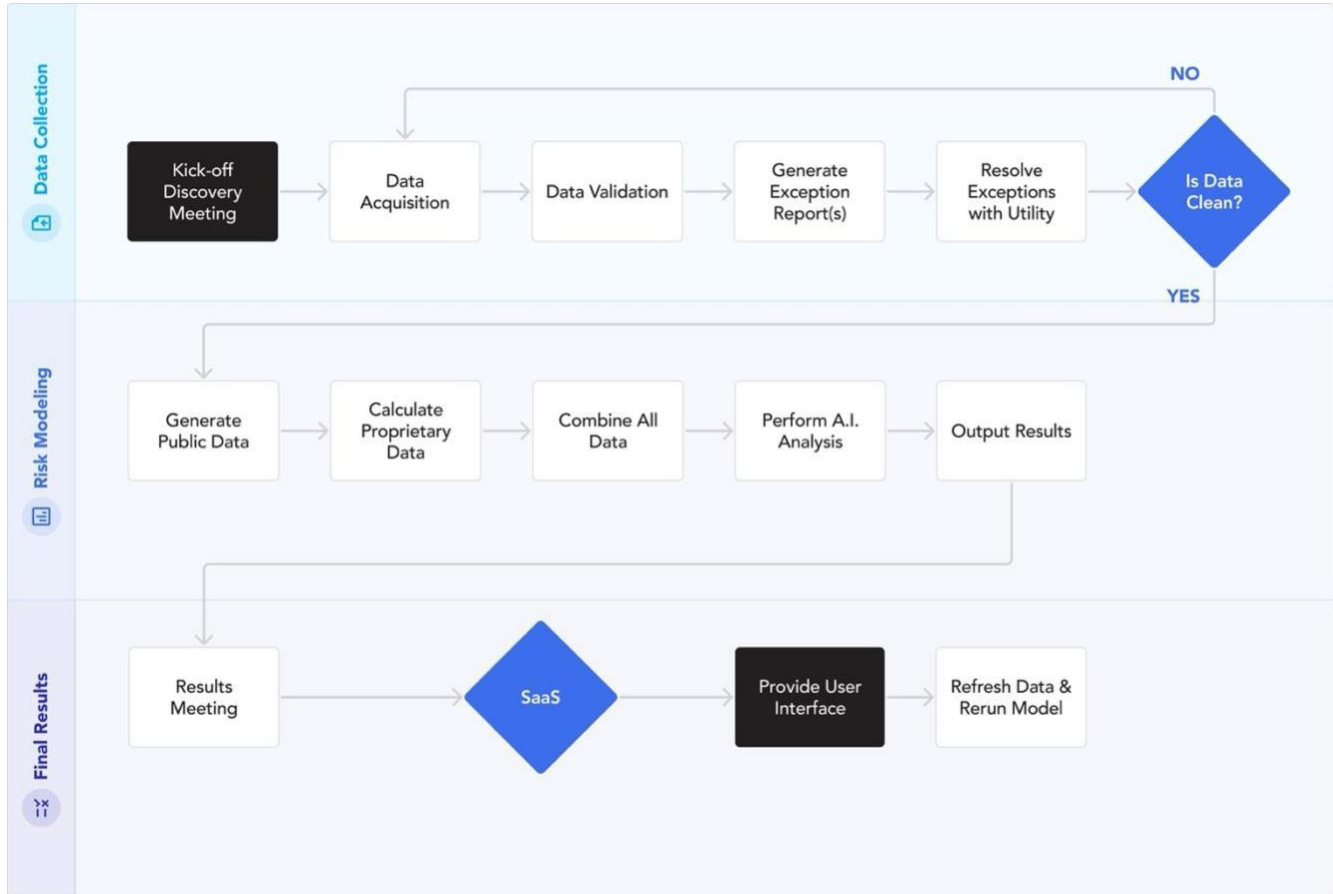
VODA.ai’s Advanced Data Assessment Program™ includes several automated routines to find data issues such as gaps and anomalies. But we go beyond by adding human intelligence. A VODA.ai data scientist delves into and investigates the data more deeply and generally finds numerous opportunities to improve the data further. Our Human AI™ approach delivers a far more robust data audit with significantly better accuracy in the final analysis.

Data Science Optimization

VODA.ai’s core machine learning engine, daVinci™, can produce highly accurate LOF™ rankings. However, accuracy increases significantly typically when combined with a skilled data scientist’s review and utility-specific customization. The benefit of this process is especially evident when ambiguities in the data cannot be removed but are only dealt with by running multiple scenarios to identify the optimal final model for a given utility.

Statement of Work

Project workflow



Data Collection

1. **Data Acquisition from the Utility** - Santa Fe will provide the pipe and failure data, as described in Appendix A, along with any other identified information.
2. **Data Validation** - VODA.ai will apply our proprietary data validation algorithms to find anomalies, inconsistencies, or missing data and generate an Exception Report.
3. **Resolve Exceptions with Utility** - Strong collaboration between Santa Fe and VODA.ai is important for resolving any exceptions and making improvements to the data. Depending on the number of exceptions and data questions, multiple iterations of the Data Validation and Exceptions Process may be required.



Risk Modeling

4. **Gather Additional Data Sets** - VODA.ai will gather relevant data from multiple public and private sources. Proprietary engineered data variables are calculated by VODA.ai based on the intersection of utility and public datasets.
5. **Run AI/ML Analysis** - All data sets (utility provided, publicly available, calculated proprietary) are analyzed by daVinci™, VODA.ai's proprietary AI/ML engine.



Final Results

6. **Output Results** – The LOF™ rankings are provided via the UI. VODA.ai will measure the performance of the model and present the model results and performance to Santa Fe in a Results Meeting.
7. **Provide User Interface and Training** – Following the Results Meeting, VODA.ai will provide Santa Fe staff with access credentials to the UI and training on the platform and all selected modules.
8. **Refresh Data and Rerun Model** – On a routine basis (depending on the Plan selected), VODA.ai will analyze any new failures and pipe data using daVinci™ and provide forward looking analyses with twelve-month, three, five, ten, and twenty-year projections.

Summary of Responsibility

Table reference:

Activity

Deliverable

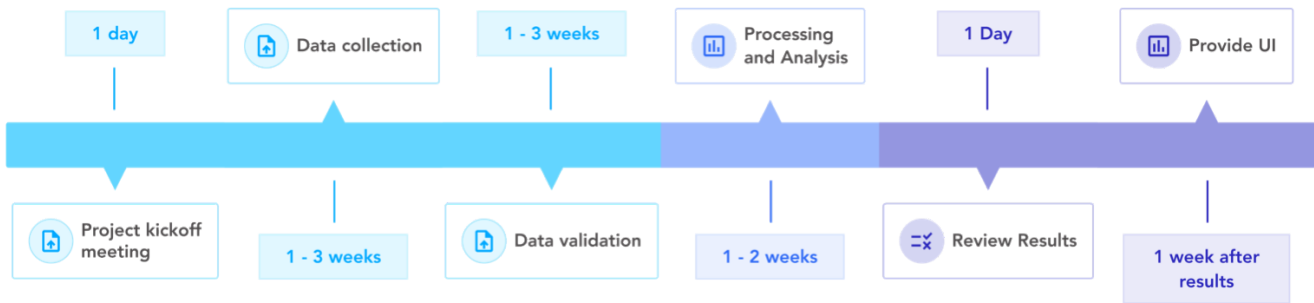
Responsible Party

Primary Responsibility

Item Description	Type	Responsible Party	
		VODA.ai	Santa Fe
1. Participate in a Kickoff meeting			
2. Provide required utility data in accordance with Appendix A			
3. Provide additional utility data identified in kickoff meeting (pressure, flow, etc.)			
4. Run data validation process (may require more than one iteration)			
5. Provide exception report(s)			
6. Provide response(s) to exception report(s)			
7. Gather / calculate public and proprietary data			
8. Run daVinci™ Analysis			
9. Provide LOF ranking results to the UI			
11. Participate in a Results Review meeting			
12. Provide UI access and training to Santa Fe staff			

Project Timeline

Key project milestones are outlined below. VODA.ai anticipates results completed within six to twelve weeks after the kickoff meeting. Variances in completion are typically due to the initial data quality and the availability of utility staff to assist with completion of the Data Validation & Exception Reports.



Appendix A - Data Requirements (REV 3.20.2025)

This describes the two required data sets and formatting to be provided by the utility. GeoPackage (.gpkg) is the preferred format for all data.

The utility should provide data as described below for all mains considered as part of the assessment. For peak model confidence, it is recommended that historical failure data (breaks and leaks) include a minimum of 3 years’ history prior to the assessment period (a longer / complete failure history is encouraged), with a minimum of 10 failures each year and at least 200 total failures. It is understood that certain attributes may be incomplete or missing for certain pipe segments. VODA.ai will work with the utility to improve the data wherever possible.

Data Set 1: Pipe Information

Pipe data required

- **Unique Pipe ID, Year of Installation, Material, Diameter, Status** (active vs. abandoned), **Date abandoned** (if appropriate) are required fields. Additional information such as average pressure, water source, and more can also be considered if available.

Acceptable Pipe Data Formats

- **GeoPackage (.gpkg)** – Preferred
- **Esri Geodatabase (.gdb)**
- **Shapefiles (.shp)**

Pipe Data Example

Pipe ID	Diameter	Material	Installation Date	Status	Date Abandoned
102	8	AC	1/1/1930	Active	
22889	6	CI	1/1/1960	Abandoned	9/5/1979
3195	10	PVC	5/16/2003	Active	

Table Column Explanations

Pipe ID: The unique pipe ID. May be the Object ID, Feature ID, Asset ID or similar identifier.

Diameter: The pipe diameter in inches.

Material: The pipe material. A list of abbreviated definitions is helpful (e.g. PCI = Pit Cast Iron).

Installation: The date the pipe was installed.

Status: Whether the pipe is active (currently in service) or abandoned.

Date Abandoned: The date the pipe was removed from service, if applicable.

Data Set 2: Historical Failure Information

Historical failure data required

- **Associated Unique Pipe ID*, Failure Date, Failure Cause****

*Associated address or lat/long geocodes are accepted if associated Pipe ID is not available. Pipe material and size are requested within failure data if this is the case.

**Failure cause is needed to remove human caused failures (e.g. contractor damage) from the training data. These may be removed by the utility prior to supplying the data to VODA.ai as well.

Acceptable historical failure data formats

- **GeoPackage (.gpkg)** – Preferred
- **ESRI Geodatabase (.gdb)**
- **Shapefiles (.shp)**
- **Comma Separated Variable (.csv)** – Historical Failure Data Only

Historical failure data example

Pipe ID	Failure Date	Failure Cause	Failure Type	Diameter	Material
102	2/22/1990	Contractor Hit	Break	8	AC
22889	6/15/1975	Corrosion	Split Round	6	CI
3195	10/8/2011	Unknown	Pinhole Leak	10	PVC

Table Column Explanations

Pipe ID: The unique pipe ID corresponding to the failure.

Failure Date: The date of the failure or the date it was identified.

Failure Cause: The estimated cause of failure. This is used to removed human caused, accidental failures (e.g. contractor damaged).

Failure Type: The type of failure (e.g. leak or break), if available.

Diameter: The diameter of the pipe in inches. This is needed if the associated Pipe ID is not available.

Material: The pipe material. This is needed if the associated Pipe ID is not available.



The Purchasing Memo

Date: April 8, 2025

To: Mark Scott, City Manager

From: Taylor Jurgens, Engineer, Water Division

Via: Jesse Roach, Interim Public Utilities Department Director

Jonathan Montoya, Acting Water Division Director

Jonathan Montoya

Jonathan Montoya (Apr 8, 2025 13:10 MDT)

Subject: Predictive Water Main Failure and Pipeline Prioritization Software Contract

Vendor Name: Ferguson Waterworks

Munis Vendor Number: 3252

ITEM AND ISSUE:

Request for Approval of a Goods and Services Contract with Ferguson Waterworks for the Purchase of Predictive Water Main Failure and Pipeline Prioritization Software in the Total Amount Not to Exceed \$70,000.00 plus NM GRT for a One-Year Term. (Taylor Jurgens, Engineer: trjurgens@santafenm.gov)

Action Requested: Approval of Goods and Services Contract with Ferguson Waterworks in the Total Amount Not to Exceed \$70,000.00 plus NM GRT for a One-Year Term.

CONTRACT NUMBER:

The Munis contract number is 3250561

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has approximately 650 miles of water mains in their water distribution system. A key part of operating and maintaining the water distribution system includes regular rehabilitation or replacement of water mains that are at or near the end of their useful life. Identifying which mains are most in need of rehabilitation or replacement is challenging since the pipes are buried and large-scale condition assessments can be difficult and costly.

The Water Division is requesting to procure a software tool through Ferguson Waterworks that uses artificial intelligence and machine learning to perform predictive water main failure modeling and pipeline prioritization for rehabilitation and replacement. The software uses the City's water main break history along with dozens of other factors to predict which mains are most at risk of future failure. These results can then be used to create a prioritized list of water mains for replacement, rehabilitation, or further investigation.

The budget amendment resolution (BAR) for this contract is being routed separately to Committees and Governing Body for approval

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 505

Munis Org Name/Number: 5050383

Munis Object Name/Number: 570850

Budget Officer / Designee: Andy Hopkins **Date:** 04/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The procurement method is the Cooperative Procurement with Omnia Partners, NCPA Master Agreement No. 02-104.

Chief Procurement Officer (CPO) / Designee: [Signature] **Date:** 04/09/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

General Services Contract

Vendor's Quote

Certificate of Liability Insurance

Horizons declination

CPO Determination

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and **Ferguson Waterworks, LLC** herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

- 1. **Definitions**
 - A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
 - B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- 2. **Scope of Work**
 - A. The Contractor shall perform the following work:

Provide VODA.ai software tool for predictive water main failure modeling, pipeline prioritization, and water main rehabilitation and replacement planning. Include data collection, data validation, risk modeling, and results output. Refer to the attached Exhibit A - Statement of Work for the detailed scope of work.

3. Compensation.

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined below, less retainage, if any, as identified in paragraph C of this Clause.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
VODA.ai – 1-yr Enterprise Subscription	Unit price	\$99/mile

A. The total amount payable to the Contractor under this Agreement shall not exceed seventy thousand dollars (\$70,000.00), excluding applicable New Mexico gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$5,731.25 shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and

expenses, shall not exceed seventy five thousand seven hundred thirty one dollars and twenty five cents (\$75,731.25).

B. **Payment.** The total compensation under this Agreement shall not exceed \$75,731.25, including applicable New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. **Retainage.** Not Applicable – The Parties agree there is no retainage.

D. **Performance Bond.** Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **one (1) year from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

8. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the NCPA Master Agreement No. 02-104, established and maintained by Omnia, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and

material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished

by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor’s compliance

therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Taylor Jurgens
 City of Santa Fe Water Division
 801 W San Mateo Rd
 Santa Fe, NM 87505
 trjurgens@santafenm.gov, 505-955-4265

To the Contractor: Justin Kapitan
 Ferguson Waterworks
 1324 S 3rd St, Suite 140
 Phoenix, AZ 85004
 justin.kapitan@ferguson.com, 602-495-8437

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Mark Scott
Mark Scott (Apr 18, 2025 16:38 MDT)
MARK A. SCOTT, CITY MANAGER

Justin Aron Kapitan
JUSTIN KAPITAN, SENIOR SALES MANAGER

DATE: 04/18/2025

DATE: Mar 3, 2025

NMBTIN#: _____

ATTEST:

Andréa Salazar
ANDREA SALAZAR (Apr 10, 2025 10:40 MDT)
ANDRÉA SALAZAR, CITY CLERK *x/v*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 4, 2025 09:13 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

June 21, 2024

Risk Modeling & Planning Proposal for Santa Fe

The team at Ferguson & VODA.ai is pleased to provide the following proposal to the City of Santa Fe, New Mexico (Santa Fe) to implement artificial intelligence (AI) for predictive failure modeling, pipe prioritization, and planning. We offer tools to help better target your capital spending and operational activities by understanding which pipes are most likely to fail and represent the most significant risk.

We appreciate your consideration of our advanced technology to address the challenges of prioritizing water main projects and optimizing Santa Fe’s capital investments. Our solution provides Santa Fe several distinct advantages over other technologies and standard methodologies.

The most accurate results in the industry

VODA.ai’s proprietary machine learning (ML) engine, daVinci™, is more accurate than any other available tool, technology, or method. This has been proven through numerous head-to-head competitions against other AI platforms, statistical engineering tools, and baseline methods at utilities across the country, where our predictive accuracy outcomes have never been beaten.

Easy to use software and processes

We’ve designed our solution around the concept that it should be easy to use. Our design speeds up onboarding and reduces the workload on utility staff. The data remains current and more usable for short-term decision-making, long-term planning, and interfacing with other applications by providing results in an intuitive, easy-to-use application.

Dedicated to customer satisfaction

Customer Delight is a core value at VODA.ai. We obsess over it. We pride ourselves not only on the quality of our results and the simplicity of our solutions but even more on our customer’s satisfaction. This attitude is a part of everything we do.

We are confident that our model’s insights and accuracy will deliver outstanding results to Santa Fe. I look forward to continuing our dialogue, and please don’t hesitate to contact me if you have any questions.

Sincerely



Cory Sides

SVP of Sales, VODA.ai

704-775-5365 | cory@voda.ai

Risk Modeling Proposal

Predicting water main failure
through artificial intelligence.

PROPOSAL FOR: **The City of Santa Fe, New Mexico**

DATE: June 21, 2024

Table of Contents

Executive Summary	1
Project Description	1
Software as a Service (SaaS) Pricing	4
Statement of Work	6
Project workflow	6
Summary of Responsibility	8
Project Timeline	9
References and Awards	10
References	10
Awards and Recognitions	10
Appendix A - Data Requirements	11
Data Set 1: Pipe Information	11
Data Set 2: Historical Failure Information	11
Appendix B – End User Access & Service Agreement (EUASA)	13

Executive Summary

This proposal has been prepared to govern the setup and license of VODA.ai’s AI based Software-as-a-Service to Santa Fe through VODA.ai’s exclusive distributor, Ferguson Waterworks (Ferguson). Santa Fe provides high quality drinking water to residents in and around the City of Santa Fe, New Mexico. We understand Santa Fe currently maintains approximately 600 miles of water mains. Similar to other utilities, Santa Fe faces the challenge of properly maintaining hundreds of miles of infrastructure (network of water mains/pipes), much of which may be approaching the end of its useful life, that cannot be physically inspected due the underground nature of most water mains.

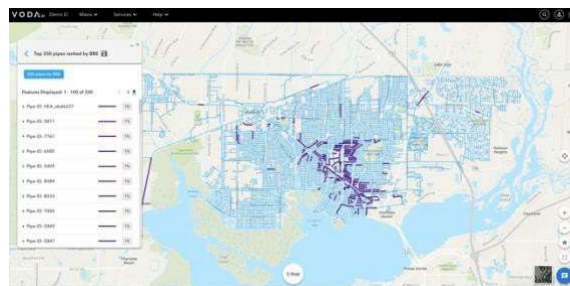
To this end, Santa Fe desires to incorporate the advantages of science-based decision making and artificial intelligence from VODA.ai. VODA.ai’s patented AI engine, known as daVinci™, uses machine learning to identify patterns based on a utility’s past failures and then apply those results to predict which water mains are most likely to fail in the future.

Understanding which pipes are most likely to fail can be directly translated into reduced costs and improved service. Utilities have successfully leveraged VODA.ai’s AI/ML based software and services to better prepare for potential failures and prioritize resources and capital investments on pipes that are the most vulnerable.

Not only is VODA.ai the most accurate tool for failure prediction and prioritization, the solution is designed to deliver results on a utility’s entire network in a fraction of the time with minimal input or work required on the part of the utility staff.

Project Description

VODA.ai will use AI to analyze Santa Fe’s existing GIS and failure data, considering complex relationships between multi-dimensional variables, and then rank all of Santa Fe’s pipe segments by their Likelihood-of-Failure (LOF™), highlighting the most vulnerable. To accomplish this, VODA.ai uses our purpose-built AI engine, daVinci™, to discover invisible patterns from previous pipe failures and then calculate LOF™ rankings. Results are delivered via VODA.ai’s award-winning, simple, and intuitive user interface (UI).



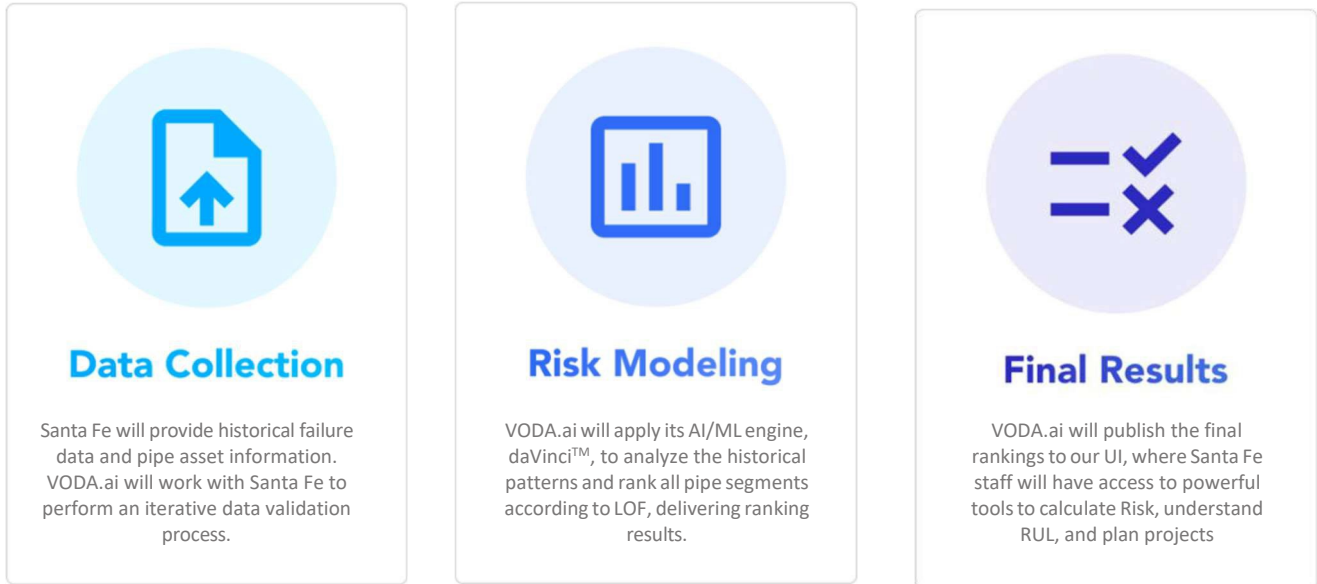
Additionally, the UI provides advanced tools to assist in calculating Consequence of Failure (COF™) and associated Business Risk Exposure (BRE™) for all pipe segments in the system. The Planner module prioritizes rehabilitation and replacement projects to optimize risk reduction and maximize the effectiveness of capital investment funds. Our Insights module uses AI to provide the industry’s most accurate assessment of Remaining Useful Life (RUL™).

We will work with Santa Fe to gather all relevant utility data (e.g., GIS & prior failure) needed for VODA.ai’s model. We use ‘data hooks’ to automatically collect relevant information from public databases (e.g., DOT, USGS, and NOAA). Our data scientists further improve the model by engineering additional data sets that are proven to enhance the overall predictive accuracy of daVinci™.

The team at VODA.ai is passionate about client success and strives for open communication and collaboration. Throughout the project, periodically scheduled conference calls or web meetings are available for status updates,

with additional sessions as desired. Santa Fe will have ongoing access to our team as needed. Your success is our success, and we will work diligently to ensure both.

The project will take place in the following steps:



Data Collection

1. Santa Fe will provide historical failure data (leaks and breaks) along with pipe asset information as described in Appendix A.
2. VODA.ai will perform a data validation process to identify any inconsistencies or exceptions in the pipe asset and failure data and work with Santa Fe to address these wherever possible, using an iterative process.

Risk Modeling

3. VODA.ai will apply its AI/ML engine, daVinci™, to analyze the historical failure patterns and then rank all pipe segments according to LOF™.

Final Results

4. The final rankings from the predictive model are published to the UI. From there, Santa Fe staff will have access to powerful tools such as COF™, BRE™, and more such as daVinci™ calculated RUL™ and Planner (depending on selected Plan). Planner takes the LOF™, COF™, and BRE™ values and makes them actionable for operational and capital project planning to reduce risk and improve service for Santa Fe customers. Santa Fe will also benefit from multi-year projection windows (*we include twelve-month, three, five, ten, and twenty-year forward-looking analyses in the UI*) and integrations with other utility systems (e.g., GIS, CMMS).

Software as a Service (SaaS) Pricing

Access to the VODA.ai platform is based on an annual subscription with a per-mile cost. The figures below are based on 600 miles of water mains. The actual number of miles will impact final pricing. VODA.ai has several packages designed to meet the needs of your utility. Based on our discussion and VODA.ai’s assessment of your needs, we have highlighted the Plan best suited to your goals below. Also, please note that we have elected to waive our standard Platform Fee for Santa Fe.

Annual Plans:

Features	Essentials	Enterprise	Unlimited
daVinci™ Model Runs	✓ One per year	✓ Two per year	✓ Unlimited
Advanced Data Assessment	✓ Included	✓ Included	✓ Included
Data Science Optimization	✓ Included	✓ Included	✓ Included
Support	✓ Unlimited	✓ Unlimited	✓ Unlimited
Planner	✓ Included	✓ Included	✓ Included
RUL	✗ Not Included	✓ Included	✓ Included
Leak Detection	✗ Not Included	✗ Not Included	✓ Included
Price	\$69 / mile	\$99 / mile	\$129 / mile
Annual Service Fee	\$15,000 / year	\$15,000 / year	\$15,000 / year
One Year Annual Subscription based on 600 miles of pipe	\$41,400 annually	\$59,400 annually	\$77,400 annually
3-Year Annual Subscription (Pricing Reflects a 10% discount)	\$37,260 annually	\$53,460 annually	\$69,660 annually
5-Year Annual Subscription (Pricing Reflects a 20% discount)	\$33,120 annually	\$47,520 annually	\$61,920 annually

Please note:

1. All fees are invoiceable upon execution of the End User Access and Service Agreement and receipt of the NTP or PO by Ferguson (unless other Ferguson terms apply) and then annually on each anniversary of the Initial Term (see EUASA) thereafter (for multi-year agreements or renewals).
2. Long term discounts are available for multi-year agreements at 5% for each additional year up to 5 years.
3. Multi-year agreements are invoiced annually on each anniversary of the Initial Term and are subject to annual price increases in accordance with US Producer’s Price Index (PPI) - U.S. Bureau of Labor Statistics PPI for Data processing, hosting, and related services (PCU518210518210). Price increases will go into effect each year according to any increase in the previous 12-months PPI.
4. Any taxes related to these transactions are the responsibility of the utility.
5. Any changes in scope may impact Pricing.
6. This price is valid for 45-days from the date of this proposal.
7. Purchase orders should be issued to Ferguson Waterwork. Client must execute EUASA with VODA.ai
8. Please note, this proposal and pricing is based on OMNIA NCPA Contract Number 02-104 between Ferguson and OMNIA.

All Plans include:

- Unlimited seats for utility staff
- UI training for utility staff
- Routine updates and enhancements
- GIS export for all results
- Risk modeling (LOF™, COF™, BRE™)
- Advanced Data Assessment
- Data Science Optimization

Advanced Data Assessment

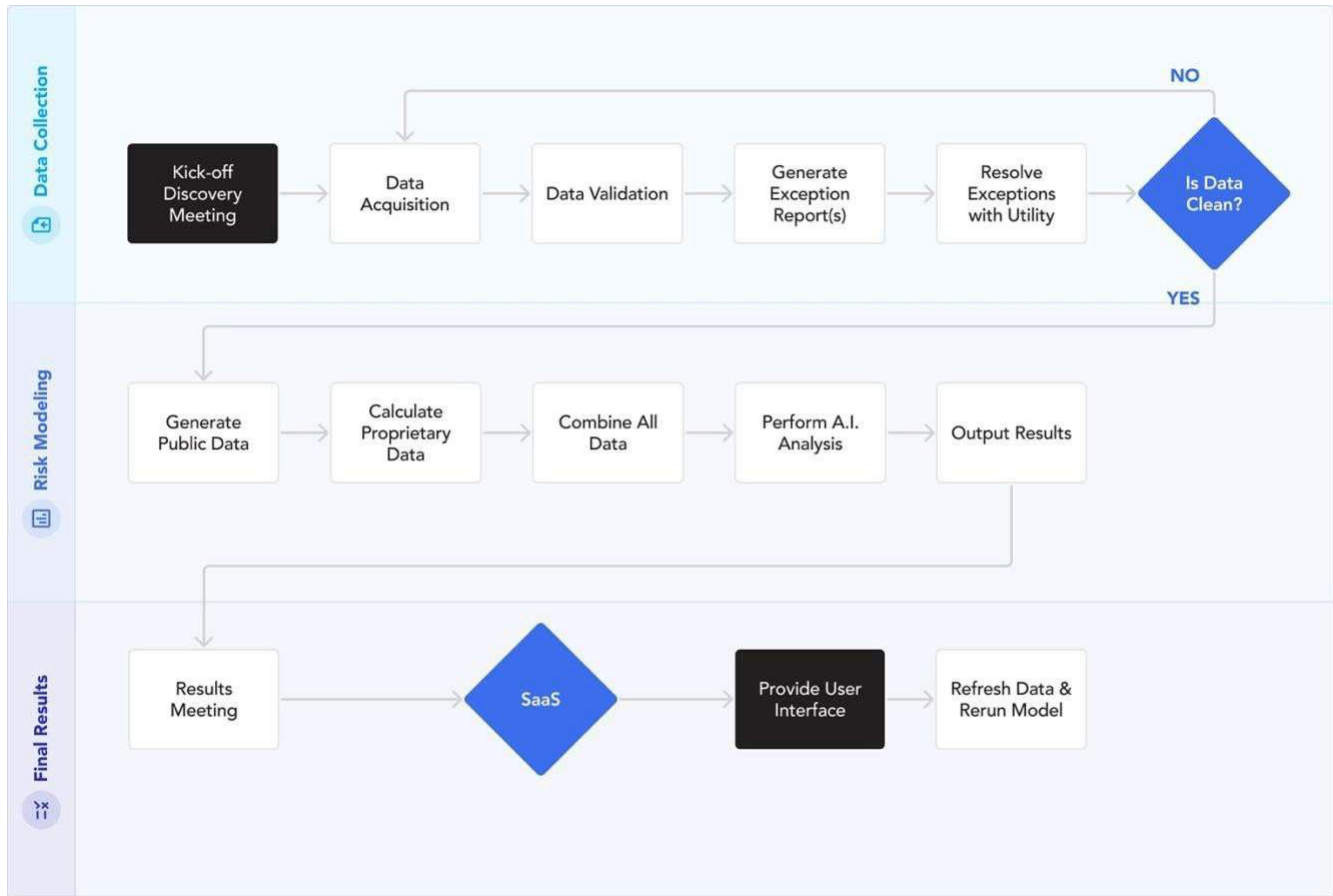
VODA.ai’s Advanced Data Assessment Program™ includes several automated routines to find data issues such as gaps and anomalies. But we go beyond by adding human intelligence. A VODA.ai data scientist delves into and investigates the data more deeply and generally finds numerous opportunities to improve the data further. Our Human AI™ approach delivers a far more robust data audit with significantly better accuracy in the final analysis.

Data Science Optimization

VODA.ai’s core machine learning engine, daVinci™, can produce highly accurate LOF™ rankings. However, accuracy increases significantly typically when combined with a skilled data scientist’s review and utility-specific customization. The benefit of this process is especially evident when ambiguities in the data cannot be removed but are only dealt with by running multiple scenarios to identify the optimal final model for a given utility.

Statement of Work

Project workflow



Data Collection

1. **Data Acquisition from the Utility** – Santa Fe will provide the pipe and failure data, as described in Appendix A, along with any other identified information.
2. **Data Validation** - VODA.ai will apply our proprietary data validation algorithms to find anomalies, inconsistencies, or missing data and generate an Exception Report.
3. **Resolve Exceptions with Utility** - Strong collaboration between Santa Fe and VODA.ai is important for resolving any exceptions and making improvements to the data. Depending on the number of exceptions and data questions, multiple iterations of the Data Validation and Exceptions Process may be required.

Risk Modeling

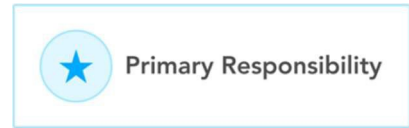
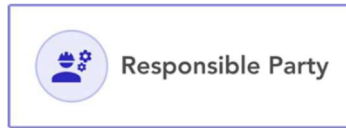
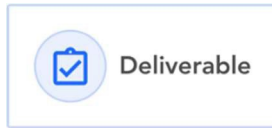
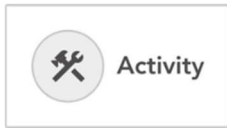
4. **Gather Additional Data Sets** - VODA.ai will gather relevant data from multiple public and private sources. Proprietary engineered data variables are calculated by VODA.ai based on the intersection of utility and public datasets.
5. **Run AI/ML Analysis** - All data sets (utility provided, publicly available, calculated proprietary) are analyzed by daVinci™, VODA.ai's proprietary AI/ML engine.

Final Results

6. **Output Results** – The LOF™ rankings are provided via the UI. VODA.ai will measure the performance of the model and present the model results and performance to Santa Fe in a Results Meeting.
7. **Provide User Interface and Training** – Following the Results Meeting, VODA.ai will provide Santa Fe staff with access credentials to the UI and training on the platform and all selected modules.
8. **Refresh Data and Rerun Model** – On a routine basis (depending on the Plan selected), VODA.ai will analyze any new failures and pipe data using daVinci™ and provide forward looking analyses with twelve-month, three, five, ten, and twenty-year projections.

Summary of Responsibility

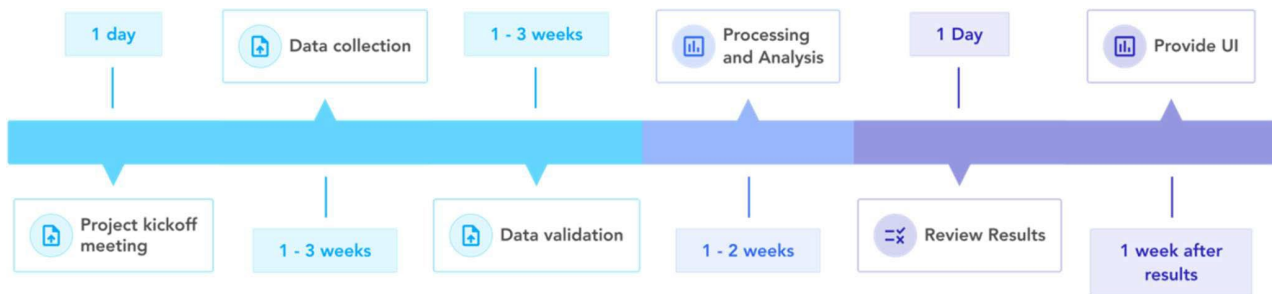
Table reference:



Item Description	Type	Responsible Party	
		VODA.ai	Santa Fe
1. Participate in a Kickoff meeting			
2. Provide required utility data in accordance with Appendix A			
3. Provide additional utility data identified in kickoff meeting (pressure, flow, etc.)			
4. Run data validation process (may require more than one iteration)			
5. Provide exception report(s)			
6. Provide response(s) to exception report(s)			
7. Gather / calculate public and proprietary data			
8. Run daVinci™ Analysis			
9. Provide LOF ranking results to the UI			
11. Participate in a Results Review meeting			
12. Provide UI access and training to Pueblo staff			

Project Timeline

Key project milestones are outlined below. VODA.ai anticipates results completed within six to twelve weeks after the kickoff meeting. Variances in completion are typically due to the initial data quality and the availability of utility staff to assist with completion of the Data Validation & Exception Reports.



References and Awards

References

LAS VEGAS VALLEY WATER DISTRICT

Nass Diallo, P.E. | Senior Civil Engineer
nass.diallo@lvvwd.com | 702.259.8173
1001 S. Valley View Blvd. | Las Vegas, NV 89153

- ~5,000 Miles of Potable Mains
- Full Subscription | 2019 - Present
- Project awarded to VODA.ai after a head-to-head competitor competition

NOB HILL WATER ASSOCIATION

Zella West | General Manager
zella@nobhillwater.org | 509.966.0272
6111 Tieton Dr. | Yakima, WA 98908

- ~200 Miles of Potable Mains
- Full Subscription | 2018 - Present
- Development partner

TUCSON WATER

Scott Schladweiler | Deputy Director
scott.schladweiler@tucsonaz.gov | 520.837.2112
510 W. 18th St. | Tucson, AZ 85726

- ~4,600 Miles of Potable Mains
- Full Subscription | 2019 - Present
- Project awarded to VODA.ai after a head-to-head competition.

SAN JOSE WATER COMPANY

Jake Walsh | Assistant Chief Engineer, Planning
jake.walsh@sjwater.com | 408.279.7850
1265 South Bascom Avenue | San Jose, CA 95128

- ~2,400 Miles of Potable Mains
- Full Subscription | 2023 - Present
- Investor-Owned Utility

Awards and Recognitions

VODA.ai has outperformed every competing technology provider, historic methodology, and engineering consulting firm that we’ve faced in competition. We’ve also been recognized for awards from various industry organizations including MyTechMag, CIO Review Magazine – Utilities Tech Edition, Daily Finance, CIO Applications Magazine, Enterprise Technology Review, Analytics Insight Magazine, Industry-Era Magazine, ITO Magazine, The Silicon Review, Energy CIO Insights, Utilities Tech Outlook, and more.

We are most proud, however, of our achievements at the Smart Water Summit over the last 3 years. The Smart Water Summit brings together 100 utility executives from across the US who take part in presentations from over 40 of the leading water technology providers in the market. VODA.ai first attended in 2021 and was awarded the Vendor to Watch for the Most Innovative New Technology or Company. At the 2022 Summit, we were awarded the Best Smart Water Solution, the most prestigious award. In 2023, we swept the technology awards, bringing home Vendor to Watch and the Best Smart Water Solution.



Appendix A - Data Requirements (REV 6.15.21)

This document describes the two required data sets and formatting to be provided by the utility. GeoPackage (.gpkg) or Esri Geodatabase (.gdb) is the preferred format for all data.

The utility should provide data as described below for all mains considered as part of the assessment. Historical failure data (breaks and leaks) is required for a minimum of 3 years prior to the assessment period (a longer/complete failure history is encouraged) with a minimum of 10 failures each year and at least 200 total failures. It is understood that certain attributes may be incomplete or missing for certain pipe segments. VODA.ai will work with the utility to improve the data wherever possible.

Data Set 1: Pipe Information

Pipe data required

- **Unique Pipe ID, Year of Installation, Material, Diameter, Status** (active vs. abandoned), **Date abandoned** (if appropriate)

Acceptable Pipe Data Formats

- **GeoPackage (.gpkg)** – Preferred
- **Esri Geodatabase (.gdb)** - Preferred
- **Shapefiles (.shp)**

Pipe Data Example

Pipe ID	Diameter	Material	Installation Date	Status	Date Abandoned
102	8	AC	1/1/1930	Active	
22889	6	CI	1/1/1960	Abandoned	9/5/1979
3195	10	PVC	5/16/2003	Active	

Table Column Explanations

Pipe ID: The unique pipe ID. May be the Object ID, Feature ID, Asset ID or similar identifier. **Diameter:** The pipe diameter in inches.

Material: The pipe material. A list of abbreviated definitions is helpful (e.g. PCI = Pit Cast Iron). **Date of Installation:** The date the pipe was installed.

Status: Whether the pipe is active (currently in service) or abandoned.

Date Abandoned: The date the pipe was removed from service, if applicable.

Data Set 2: Historical Failure Information

Historical failure data required

- **Associated Unique Pipe ID*, Failure Date, Failure Cause****

**Associated address or lat/long geocodes are accepted if associated Pipe ID is not available. Pipe material and size are requested within failure data if this is the case.*

***Failure cause is needed to remove human caused failures (e.g. contractor damage) from the training data. These may be removed by the utility prior to supplying the data to VODA.ai as well.*

Acceptable historical failure data formats

- **GeoPackage (.gpkg)** – Preferred
- **ESRI Geodatabase (.gdb)**
- **Shapefiles (.shp)**
- **Comma Separated Variable (.csv)** – Historical Failure Data Only

Historical failure data example

Pipe ID	Failure Date	Failure Cause	Failure Type	Diameter	Material
102	2/22/1990	Contractor Hit	Break	8	AC
22889	6/15/1975	Corrosion	Split Round	6	CI
3195	10/8/2011	Unknown	Pinhole Leak	10	PVC

Table Column Explanations

Pipe ID: The unique pipe ID corresponding to the failure. Failure Date: The date of the failure or the date it was identified.

Failure Cause: The estimated cause of failure. This is used to removed human caused, accidental failures (e.g. contractor damaged).

Failure Type: The type of failure (e.g. leak or break), if available.

Diameter: The diameter of the pipe in inches. This is needed if the associated Pipe ID is not available. Material: The pipe material. This is needed if the associated Pipe ID is not available.

Appendix B – End User Access & Service Agreement (EUASA)^(REV 1.24.24)

This Access and Service Agreement (“**Agreement**”) constitutes the terms of use between _____ with principal offices located at _____ (the “**Customer**”) and VODA Inc, a Delaware corporation (“**VODA**”) with principal offices located at 50 Milk Street, 15th Floor, Boston, Massachusetts 02109.

This Agreement governs the Customer’s use of VODA services as further described in Section 1, “**VODA Service**”.

Customer hereby agrees to the terms and conditions of this Agreement and acknowledges that it is a legally binding agreement between Customer and VODA. The person signing this Agreement on behalf of an organization represents they have the authority to bind that organization to this Agreement.

1. DEFINITIONS

“**Affiliate**” means an entity that (i) controls, (ii) is controlled by, or (iii) is under common control with another entity. An entity shall be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

“**Confidential Information**” means all information and data that: (a) is provided by one party to the other party under this Agreement, and (b) if disclosed in writing or other tangible medium is marked or identified as confidential at the time of disclosure to the recipient. Notwithstanding the foregoing, except with respect to any information relating to an identified or identifiable natural person, alone or with reference to other information, Confidential Information will not include that portion of such information and data that the recipient can establish by written documentation: (i) is known to the recipient as evidenced by its written records before receipt thereof from the disclosing party, (ii) is disclosed to the recipient free of confidentiality obligations by a third person who has the right to make such disclosure, (iii) is or becomes part of the public domain through no, and prior to any, fault of the recipient, or (iv) the recipient can reasonably establish is independently developed by persons on behalf of recipient without access to or use of the information disclosed by the disclosing party.

“**Customer Data**” means all data, files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that Customer creates, installs, uploads to or transfers in or through the Platform or provides to VODA in the course of using the VODA Service.

“**Intellectual Property Rights**” mean any and all (a) patents and patent rights, including without limitation, all applications and rights to make applications, all patents, all reissues, re-examinations and extensions thereof, and all divisional, substitutions, revisions, renewals, continuations and continuations-in-part thereof; (b) all copyrights, including all applications, rights to make applications, registrations, recordings, renewals, extensions, reversions or restorations thereof and therefore; (c) all trademark, service mark and trade dress rights, together with all related contract rights, and all applications, registrations, recordings, renewals, and extensions in connection therewith or thereof, and the goodwill associated therewith; (d) all trade secret and confidential information rights; (e) all moral rights; (f) any other intellectual property rights recognized under the laws of any country or political subdivision thereof or under any convention or treaty; and (g) all appurtenant, ancillary and related rights related to any of the foregoing.

“**Materials**” means any written or electronic materials relating to the use of the VODA Service, including, but not limited to, user manuals, documentation as is reasonably necessary to operate any custom functionality created

for Customer, user guides, how-to videos, technical manuals, release notes, and online help files (inclusive of those of VODA and all third parties necessary for use of the VODA Service) and any other materials prepared in connection with the VODA Service and shall include any updated versions of Materials as may be provided by VODA from time to time in the course of providing the VODA Service.

“Platform” or “Software” means the web-based user interface used by User’s to (a) enter data for analysis, and (b) access the results of the artificial intelligence-based analysis, and (c) all other VODA software modules and tools.

“User(s)” means Customer’s employees, representatives, consultants, contractors, or agents who are authorized to use the Service or Platform.

“VODA Service” or “Service(s)” means any of (a) the artificial intelligence based-assessment services provided by VODA, (b) any access or use of the Platform by Customer, (c) the applicable Platform support services provided by VODA to Customer, and (d) any other services provided by VODA to customer.

2. SERVICES

2.1 Provision of Services. VODA agrees to (a) perform the VODA Service, and (b) provide deliverables, as both are further described in VODA.ai’s attached Scope of Work and VODA reserves the right to subcontract any or all services provided hereunder to third parties.

2.2 Provision of Platform. VODA agrees, either itself or through a subcontractor or other authorized representative, to provide access to the Platform to Customer. VODA or its representative further agrees to make commercially reasonable efforts to provide Customer with applicable user guides, on-line help, and product support for the Platform.

2.3 Maintenance. During the Term, VODA will perform routine maintenance, including infrastructure and application upgrades, on the Platform as VODA deems necessary. VODA may perform emergency maintenance on the Platform at any time during the Term.

2.4 Platform Availability. The Service includes access to the Platform. Machine learning analysis is performed on a periodic schedule based on the specific Customer subscription and is not in “real-time”. As such continuous, uninterrupted access to the Platform is not guaranteed, however VODA will use commercially reasonable efforts to ensure Platform availability.

3. ACCESS GRANT; DELIVERY

3.1 Grant of Access. Subject to the terms and conditions of this Agreement, VODA hereby grants Customer and its Users a non-exclusive, non-sublicenseable, non-transferable, worldwide right to access and use (except as restricted herein) the Platform solely and exclusively for Customer’s internal business purposes and for use as specifically set forth herein. For the avoidance of doubt, Customer and Users may not repurpose the Platform or any feature thereof.

3.2 Reservation of Rights. Except as expressly set forth in this Agreement, VODA will remain the sole and exclusive owner of all right, title and interest in and to the Service, Platform, and the Materials and all Intellectual Property Rights thereto.

3.3 Results. Customer acknowledges that the intent of the Service is for Customer to input or provide Customer Data, and for such Customer Data to be combined with VODA-provided and/or proprietary data, algorithms and information, and to generate results in the form of data reports, charts, graphs, maps,

spreadsheets, and other exportable information resulting from the Services and Platform provided by VODA (the “Results”).

3.4 Ownership and Use of Results. Customer shall be the owner of all Results created or provided in connection with this Agreement and shall be free to use the Results in connection with its business; provided, however, that Customer hereby grants to VODA a royalty-free, fully-paid up, worldwide, non-exclusive license to use, aggregate, and create derivative works of the Results for any legitimate business purpose including the improvement of the Services and Platform.

3.5 Other Proprietary Rights. Customer acknowledges and agrees that VODA shall be the sole and exclusive owner of all right, title and interest in and to the Service, Platform, and Materials, and any improvements or changes thereto contain proprietary information and Intellectual Property Rights owned by VODA. VODA will remain the sole and exclusive owner of all right, title and interest in and to the Platform, the Services, and the Materials along with any improvements, enhancements or derivatives to and of the Service, Platform, and Materials (and all Intellectual Property Rights thereto) created by or on behalf of VODA. All names or trademarks of the Service, Platform, Materials, and other VODA service marks, logos and product service names are owned by VODA (“VODA Marks”). Customer may use the VODA Marks in connection with its use of the Results or as permitted in any documentation available or materials promoted by VODA (e.g., Customer may use the VODA Marks and certain third-party marks included on the Results in connection with any promotional use of the Results). Except as otherwise set forth herein or permitted by VODA, Customer agrees not to display or use the VODA Marks, or the marks of any third party, in any manner without the owner’s express prior written permission.

4. RESTRICTIONS ON CUSTOMER’S USE OF PLATFORM

The parties acknowledge and agree that Customer and its Users are entitled to access and use the Platform during the Term for Customers own internal business purposes, or as otherwise set forth in an agreement with VODA, subject to the restrictions herein. Customer shall not sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Services, Platform, or the Materials available to any Affiliate or third party other than a User. Customer shall not (or permit others to) access the Services, Platform, or Materials in order to build, create, design or otherwise make or offer a similar or competitive product or service, nor create Internet “links” to the Platform or Services or “frame” or “mirror” any part of the Platform or Services on any other server or device. Except as expressly stated herein, no part of the Services, Platform, or Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. Neither Customer nor any User shall, directly or indirectly, modify the features or functionality of, copy, create derivative works using all or any portion of, analyze or remove components from, decompile or otherwise reverse engineer or derive source code, techniques, algorithms, or processes from the Platform or Services or permit or encourage any third-party to do so. Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services, the Platform, and the Materials.

5. CUSTOMER DATA

5.1 Ownership of Data. As between the parties, Customer is the owner of all Customer Data uploaded or provided to VODA in connection with this Agreement.

5.2 License to VODA. Customer hereby grants to VODA a royalty-free, fully paid up, worldwide, non-exclusive license to use, aggregate, and create derivative works of Customer Data for any legitimate business purpose including the improvement of the Platform and Services.

5.3 Non-Infringement. Customer warrants that the Customer Data does not infringe on the Intellectual Property Rights of any third party and VODA warrants that the Service does not infringe on the Intellectual Property Rights of any third party.

6. FEES AND PAYMENT

6.1 Fees. Customer will pay all fees properly billed or invoiced as agreed to use the Services and/or access the Platform, without offset or deduction in accordance with VODA's quoted payment terms unless otherwise mutually agreed upon in writing.

6.2 Except as set forth herein or otherwise agreed to by the parties, all fees are non-cancelable and nonrefundable. Applicable fees will be based on a written quotation by VODA or an authorized representative and execution of this Agreement, receipt of a valid purchase order, or notice to proceed in accordance with the written quotation ("**Purchase Order**"). VODA rejects any additional terms or conditions from the Customer which may accompany the purchase order other than those included in this Agreement or otherwise agreed to by all parties in writing.

6.3 Notwithstanding anything to the contrary,

(a) if at any time supplemental Customer Data is input into the Platform that causes an increase in applicable fees based on VODA's applicable price, such additional fees will become immediately due by Customer,

(b) if Customer's use of the Services or Platform substantially changes due to acquisition or merger of Customer with other businesses that causes an increase in applicable fees based on VODA's then current price, such additional fees will become immediately due by Customer.

6.4 Taxes and Currency. All fees are exclusive of, and Customer will be responsible for payment of, taxes, levies, duties or similar local, state, provincial, federal or foreign jurisdiction governmental assessments on the access to the Platform and Services, other than taxes imposed on VODA's income. Except as otherwise agreed to by the parties, all fees due hereunder will be paid in U.S. Dollars.

7. TERM; TERMINATION

7.1 Term. Customer's subscription to the Services and Platform will commence upon execution of this Agreement by both Parties and will continue in effect for ___ years (the "**Initial Term**"). If not otherwise stated herein or mutually agreed upon in writing, upon expiration of the Initial Term, Customer subscription will automatically renew for additional one (1) year periods (each a "**Renewal Term**"). On the anniversary date of the start of the Customer's subscription, the Customer will be billed the applicable subscription fees for the next year of the applicable Renewal Term based on current pricing for such year as set forth in Section 6.

7.2 Termination for Convenience. Following the Initial Term, either party may terminate this Agreement at any time and for any reason upon ninety (90) days' notice to the other party.

7.3 Termination for Breach. Either party may terminate this Agreement upon material breach by the other party that is not cured within thirty (30) days following receipt of written notice of such breach by the non-breaching party.

7.4 Effect of Expiration or Termination. Termination of this Agreement will be without prejudice to any rights accruing to the benefit of a party prior to such expiration or termination. Customer agrees that VODA shall not be liable to Customer or to any third party for any termination of Customer access to the Platform or Services or deletion of Customer Data, provided that VODA is in compliance with the terms of this Section.

Without limiting the foregoing, Sections 3.2, 3.4, 5, 6, 7, 8, 9, 10, 11, 12 and this Section 7.4 will survive any termination of this Agreement.

8. CONFIDENTIAL INFORMATION

Each party will maintain in strict confidence the Confidential Information of the other party, will not use or grant the use of the Confidential Information of the other party except as expressly permitted hereby, and will not disclose the Confidential Information of the other party except on a need-to-know basis to such party's Affiliates, directors, officers, employees and consultants, to the extent such disclosure is reasonably necessary in connection with such party's activities as expressly authorized by this Agreement. Further, it will not be a breach of this Section 8 if a party is required by law, by court or governmental or regulatory order to disclosed Confidential Information of the other party, provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

9. REPRESENTATIONS AND WARRANTIES

9.1 VODA Representations and Warranties. VODA represents and warrants that the Platform is free from material defects, materially conforms to all specifications relating to any of the foregoing, and is fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement. VODA further represents and warrants that the Services will be provided in a good and workmanlike manner.

9.2 Disclaimers of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN THIS SECTION 9, VODA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WITH RESPECT TO THE PLATFORM, MATERIALS OR SERVICES.

9.3 VODA represents and warrants, using commercially reasonable efforts (i) that the VODA Service will produce recommendations that are based upon assumptions made in good faith and that VODA believes are reasonable, (ii) that the VODA Service recommendations will be made in light of all circumstances reasonably known to it and are not to be viewed as facts or predictions, and (iii) that the actual results from implementing the VODA Service recommendations may differ from those intended by such recommendations.

10. INDEMNIFICATION

10.1 Indemnification by VODA. VODA will indemnify, hold harmless and defend, Customer and its officers, directors, agents and employees from any and all losses, liabilities, damages, claims, demands, litigation, expenses and liabilities (including related costs and reasonable attorneys' fees) of every nature arising or resulting, directly or indirectly from or incident to third-party claims arising or resulting from: (i) VODA's gross negligence or willful misconduct or (ii) infringement of any third-party Intellectual Property Rights by the Platform, Materials or Services or the use thereof.

10.2 Indemnification by Customer. Customer will indemnify, hold harmless and defend, VODA, its subcontractors and their respective officers, directors, agents and employees from any and all losses, liabilities, damages, claims, demands, litigation, expenses, and liabilities (including related costs and reasonable attorneys' fees) of every nature arising or resulting, directly or indirectly from or incident to third-party claims arising or resulting from: (i) Customer Data infringing any third-party intellectual property or privacy rights; (ii) any use of the Platform by Customer that was not in material conformance with the Materials or this Agreement or (iii) Customer's gross negligence or willful misconduct.

11. LIMITATION OF LIABILITY

11.1 IN NO EVENT SHALL VODA OR ITS AFFILIATES BE LIABLE TO CUSTOMER, ANY USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF VODA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR SERVICES OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

11.2 IN NO EVENT WILL VODA BE LIABLE TO CUSTOMER, USERS OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS OR INTERRUPTIONS RELATING TO OR ARISING FROM THE SERVICE, REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN OR ANY OTHER REPRESENTATIONS MADE BY VODA, VODA'S AGGREGATE LIABILITY (INCLUDING ALL ATTORNEY'S FEES AND COSTS), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER, TO ACCESS THE PLATFORM AND USE THE SERVICES IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

12. SECURITY AND SECURITY POLICIES

VODA (itself or through its contractors) implements reasonable administrative, physical and technical safeguards to protect Customer Data and shall reasonably ensure that all such safeguards, including the manner in which Customer Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws. VODA shall ensure its employees, contractors and agents' compliance with this Agreement. Furthermore, Customer acknowledges and agrees that methods of transmitting electronic communications and storing, retrieving, and processing Customer Data may change to comply with applicable laws, regulations, and industry practices. Additionally, Customer acknowledges that no method of transmitting or storing data is guaranteed to be free from interception or disclosure to third parties. Customer agrees that VODA is not responsible for any communications and/or Customer Data which are lost, altered, intercepted, or stored without authorizations during the transmission or storing of any data whatsoever across or on networks not owned and/or operated by VODA.

13. FORCE MAJEURE

13.1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; or (g) other similar events beyond the reasonable control of the Party affected by the Force Majeure Event. The affected Party shall give notice within 5 business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue.

13.2 The affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

13.3 Force Majeure Event shall not be applicable to defer any payment or excuse any Party of its obligations to make payments when due hereunder.

14. MISCELLANEOUS

14.1 Independent Contractor. Each party is an independent contractor and not an employee of the other party. Neither party (a) has any authority to obligate the other party by contract or otherwise; (b) will be entitled to any employee benefits that the other party provides to its employees; and (c) is an agent of the other party in connection with its services under this Agreement.

14.2 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without reference to its rules of conflicts or choice of laws. All disputes arising from or relating to this Agreement will be within the exclusive jurisdiction of the state and/or federal courts located within Massachusetts and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

14.3 Technology Export. Customer shall not: (a) permit any third party to access or use the Platform in violation of any U.S. law or regulation; or (b) export the Platform or any portion thereof or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not and shall not permit any third party to access or use the Platform in, or export the Platform to, a country subject to a United States embargo.

14.4 Marketing. Notwithstanding anything herein to the contrary, VODA may use Customer’s name and logo for promotional purposes, including, but not limited to, use on its website and in other marketing materials.

14.5 Assignment. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party; *provided, however,* that VODA may assign this Agreement without consent to any of its Affiliates or in connection with any divestiture, sale of assets, merger, change of control, reorganization, or similar transaction. Any prohibited assignment is null and void.

14.6 Entire Understanding; Successors; Modification. This Agreement, including any amendments, invoices, addendums, schedules, and exhibits hereto, which are incorporated herein by reference, constitutes the final and complete agreement between the parties with respect to the subject matter hereof, superseding any previous oral or written communication, representations, understanding or agreement. This Agreement will inure to the benefit of and will be binding upon the parties, their officers, directors, employees, agents, successors and permitted assigns. No modification of this Agreement will be valid unless made in writing and signed by the Parties hereto.

14.7 Severability. In the event that one or more of the provisions contained herein is, for any reason, held unenforceable in any respect, such enforceability will not affect any other provision of this Agreement, and this Agreement will then be construed as if such unenforceable provision did not exist.

14.8 Heading and Subheadings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

ACCEPTANCE

VODA

Customer

By:

By:

Name (Print or Type)

Name (Print or Type)

Title

Title

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)
4/15/2024

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 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:		FAX: (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED 1531924 Ferguson Enterprises, LLC and Subsidiaries (See attached Named Insured Schedule) 751 Lakefront Commons Newport News VA 23606	INSURER A ACE American Insurance Company ACE Property and Casualty Insurance Company	NAIC # 22667	
	INSURER B	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:** 20116338 **REVISION NUMBER:** XXXXXXXX

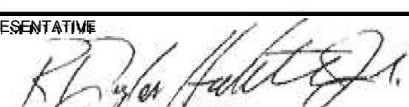
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	HDO G47300009	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> LRT S ONLY fo i <input checked="" type="checkbox"/> Self Insured Physical Damage	N	N	ISAH1069114A	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB, <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTIONS	N	N	XOO G72519802 004	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C A D	<input checked="" type="checkbox"/> 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	N/A	WLR C50673832 (AOS) WLR C50673728 (AZ,CA,MA,OR) RWC C5067390A (WI)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> 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 Policy WLR C50673832 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, 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 limit is provided for OH, WA, ND, and WY. 2275 South Ocean Blvd Palm Beach Gardens, FL, 33480.

CERTIFICATE HOLDER

CANCELLATION See Attachment

20116338 Evidence of Coverage	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 

Effective Date	Company	Effective Date	Company
4/1/1975	Acquisition - Charleston, SC	3/16/1992	Chatham Pipe & Supply
5/1/1976	Southern States Supply Company, Inc.	11/2/1992	U.S. Supply Company
11/1/1977	Atlas Supply Company, Inc.	8/2/1993	Armstrong Plumbing Supply Company, Inc.
12/31/1980	SCL Equipment Corporation	10/4/1993	Hub Inc.
1/28/1983	Universal Supply Company, Inc.	6/27/1994	Automatic Temperature Supplies Inc.
3/10/1983	Central Plumbing Supply Company	6/5/1995	Lyon, Conklin & Co., Inc.
1/1/1984	Riverside Supply Company, Inc.	7/10/1995	Wilmington Plumbing Supply Co., Inc.
5/1/1984	McKenna Supply Company	11/13/1995	Walden Industrial Supply Co., Inc.
10/30/1984	Cooper Supply Company	12/18/1995	Wisconsin River Supply Company
1/15/1985	Plumbers Supply Company, Inc.	2/26/1996	Columbia Supply Corporation
6/4/1985	R. W. Farmer Supply Co., Inc.	9/30/1996	Great Lakes Plumbing Supply, Inc.
1/7/1986	The Warner Company, Inc.	10/15/1996	General Plumbing Supply Co. of MD, Inc.
10/1/1986	Underground Supply Company, Inc.	11/23/1996	J&G Products Company, Inc.
12/30/1986	Terry Supply Company	5/5/1997	Central Engineering and Supply, Co., Inc.
12/31/1986	Virginia Supply and Well Company	6/30/1997	Standard of Lynn, Inc.
1/5/1988	Geo. McGinley Supply Co., Inc.	8/25/1997	Cities Supply Company, Inc.
1/29/1988	LBS Supply, Inc.	9/22/1997	Raleigh Supply Company, Inc.
12/29/1989	C. SeIzer & Sons, Inc.	10/8/1997	Climate Makers of Charleston, Inc.
4/1/1990	Consumer's Supply Company, Inc.	11/3/1997	South Bend Supply Company, Inc.
5/20/1991	Gonnan Air Conditioning Company, Inc.	12/15/1997	Jaime Salicrup, Inc.
3/4/1992	Cain & Buliman, Inc.	1/7/1998	Steel City Wholesalers
3/30/1998	Tozour Unitary Product Division	6/18/2001	Mid-Cities - Dallas, TX
6/1/1998	Forward Enterprises	6/30/2001	Westburne Supply, Inc.
7/1/1998	Esco Supply Company	4/8/2002	Clayton Acquisition Company
10/29/1998	L&H Plumbing & Heating Supply	5/6/2002	Sumner & Dunbar
12/23/1998	Fields & Company of Lubbock, Inc.	5/13/2002	Tahoe Truckee Supply
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.	1/13/2003	York Factory Branch - Corona, CA
3/30/1999	Alamo Plumbing Supply Co.	1/13/2003	Triangle Supply, Inc.
4/26/1999	Plumbers Specialty Company, Inc.	4/7/2003	Linwood Pipe and Supply Co., Inc.
6/1/1999	Midwest Pipe & Supply	4/14/2003	Hanco Supply, Inc.
8/2/1999	Thrall Distribution, Inc.	6/2/2003	Huskey, Inc.
8/4/1999	Goldberg Company (GCI)	6/16/2003	A-1 Pipe
8/30/1999	The Gage Company	9/15/2003	Liberty Equipment
9/15/1999	Baker Pipe and Supply Company	12/15/2003	High Country
1/24/2000	Donovan Industrial Supply Corporation	1/19/2004	Builder's Plumbing Supply
3/6/2000	Plumbing & Mill Supplies, Incorporated	3/29/2004	Municipal Pipe

Effective Date	Company	Effective Date	Company
6/12/2000	Eastern Sewer Pipe Corp.	9/1/2004	Cline Contract Sales
8/21/2000	Pesco Pipe and Supply Co.	11/22/2004	Clark Supply
9/11/2000	Fire Protection Supply Company	12/7/2004	R Supply
1/8/2001	Sunbelt Marketing	12/31/2004	Parnell Martin
3/1/2001	Red Hed Supply	1/31/2005	JD Daddario
5/21/2001	Mid-Cities - Plant City, FL	2/8/2005	Meckco Supply
5/1/2005	Full Service Supply	5/22/2006	Central Lighting Supply
5/23/2005	United Supply & Distributing	8/1/2006	Palermo
6/26/2005	Webb Distributors, Inc.	8/1/2006	Waterworks Supply
8/15/2005	Park Supply	8/21/2006	United Automatic
8/29/2005	S&S Fabricators	10/2/2006	Castle Supply
9/12/2005	Contractor's Field Products	10/2/2006	Castle North
9/19/2005	Economy Plumbing Supply	10/2/2006	Lawrence Supply
9/30/2005	Endries International	10/2/2006	Northern Water Works Supply
10/17/2005	Camellia Valley Supply	10/16/2006	Gulf Refrigeration
11/7/2005	LAB Appliances	10/16/2006	Kandall
11/15/2005	Mobile Supply	12/4/2006	Ondalay Pipe
11/30/2005	Frischkorn	12/11/2006	Page's Appliance
12/19/2005	South Lake Tahoe	12/18/2006	Guntersville Fab
1/9/2006	Colgan	12/29/2006	Cal-Steam
2/21/2006	Dixie Plumbing Supply	2/7/2007	Grif-Fab
3/13/2006	Alamo Pipe	2/28/2007	Improvement Direct
3/20/2006	Indiana Plumbing Supply	7/30/2007	Fire Fab
4/10/2006	Pipe Products	8/13/2007	Western Air
4/24/2006	Davies Water	8/27/2007	Davidson Pipe & Supply
5/8/2006	Central Supply	11/5/2007	JD Wholesale
5/22/2006	Supply North Central Group	12/30/2007	JC Plumbing
2/18/2008	Mastercraft Cabinets	2/9/2015	Builders Appliance Center
9/1/2009	DPS	2/23/2015	The Ar-Jay Center
12/31/2010	Summit Pipe & Supply	3/9/2015	Equarius Waterworks, Inc.
8/29/2011	Louisiana Chemical PVF	3/16/2015	Redlon & Johnson Supply
9/26/2011	SG Supply	4/27/2015	Arkansas Supply, Inc.
11/7/2011	Groeniger	5/18/2015	Ecomfort Holdings Inc.
4/23/2012	Reese Kitchens	6/8/2015	WR White Supply
9/25/2012	Power Equipment Direct, Inc. (PED)	8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)

Effective Date	Company	Effective Date	Company
10/1/2012	Davis & Warshow	10/1/2015	Living Direct, Inc.
2/11/2013	Fluid Systems Hawaii, Inc.	10/19/2015	Atlantic American Fire Equipment Company
1/20/2014	Karl's Sales and Service - Karls Appliance	10/27/2015	Renwes Appliances, Inc.
3/31/2014	Waterworks Industries	11/16/2015	Action Fire Fab & Supply, Inc.
4/28/2014	Factory Direct Appliance	1/25/2016	Professional Cleaning Service and Supply Corporation (PCS Industries)
5/31/2014	Capstone Global Solutions	4/4/2016	Andrews Lighting Gallery, Inc.
6/9/2014	HP Products (and HP Logistics)	4/18/2016	Dealemet, LLC
8/18/2014	Joseph G. Pollard Co. Inc.	4/18/2016	The Bath + Beyond
9/14/2014	Powell Pipe & Supply Co.	5/23/2016	Bruce-Rogers Company
10/6/2014	Spillius, Inc. (dba City Lights and Design)	6/13/2016	Michigan Pipe and Valve-Flint, Inc.
11/17/2014	Global HVAC Distributors, Inc.	6/27/2016	Michigan Pipe and Valve-Lansing, Inc.
12/8/2014	Ship-Pac, Inc.	7/11/2016	Michigan Meter Technology Group, Inc.
12/8/2014	McFarland Supply Co., Inc.	8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware
8/29/2016	Westfield Lighting Co., Inc.	10/22/2018	Dogwood Building Supply
10/10/2016	Ramapo Wholesalers Inc.	10/29/2018	Capital Distributing
10/24/2016	The Plumbing Source, Inc.	11/19/2018	Roberston Supply
11/14/2016	Underground Pipe & Valve, Inc.	12/10/2018	Wallwork Bros., Inc
12/12/2016	Matera Paper Company, Inc.	12/11/2018	Blackman
2/13/2017	P.V. Sullivan	1/28/2019	James Martin Furniture
2/20/2017	Custom Lighting & Hardware	2/4/2019	Kitchen Art
3/27/2017	Lighting Unlimited, LLC	6/3/2019	Mission Valley Pipe and Supply
8/7/2017	Wholesale Group, Inc.	7/15/2019	Action Supply Co.
9/18/2017	HM Wallace, Inc.	7/29/2019	Innovative Soil Solutions
1/22/2018	Duhig Stainless	9/9/2019	Process Instruments & Controls
5/14/2018	National Fire	11/11/2019	SW Anderson
7/2/2018	Wright Plumbing	3/13/2020	Columbia Pipe Supply
7/9/2018	Lighting Design Center	3/16/2020	Rencor Controls
7/16/2018	Appliance Distributors of Louisiana	3/25/2020	MFP Design
7/30/2018	Brock McVey	10/26/2020	Old Dominion Supply

Effective Date	Company	Effective Date	Company
7/31/2018	Safe Step Walk-In Tub Co	11/16/2020	Atlantic Construction Fabrics
8/13/2018	Jones Stephens	1/11/2021	Amerock Corporation
8/20/2018	Action Automation	1/11/2021	Clarksville Lighting and Appliance
8/27/2018	Millennium Lighting	6/21/2021	Kitchen Showcase
9/24/2018	Grand Junction Pipe & Supply	7/12/2021	Moore Industrial Supply, Co.
7/26/2021	Canyon Pipe & Supply	12/5/2022	Power Process Equipment Co
9/20/2021	Meyer Appliances, Kitchens and Baths	1/30/2023	Pipelines, INC
10/25/2021	Sunstate Meters and Supply, Inc	6/13/2023	S.G. Torrice
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)	7/25/2023	Kennedy Companies
11/13/2021	Hot Water Products, Inc.	7/31/2023	Bruce Supply Corp
11/22/2021	RP Lighting & Fans (Royal Pacific)	10/16/2023	SecureVision of America
1/24/2022	Plumbers Supply Company of St Louis	1/8/2024	Harway Supply, LLC
2/7/2022	Uncle Sam Piping Solutions. Inc.	1/8/2024	Capital City Appliances LLC dba Harway Appliances
3/21/2022	AP Supply Company	1/8/2024	Texas State Appliances, LLC
4/4/2022	Lighting Plus	1/29/2024	Grove Supply, Inc.
4/25/2022	Founders Kitchen & Bath, Inc.	1/29/2024	Wolfe Family Partnership, Ltd
5/9/2022	Canadian Safe-Step Tubs, Inc.	1/29/2024	Whc Enterprises, LLC
5/23/2022	Aaron & Company, LLC	1/29/2024	PLCC Enterprises LLC
5/25/2022	STE LLC	3/4/2024	Yorkwest Plumbing Supply Inc.
6/27/2022	Triton Environmental, LLC		
7/18/2022	D2 Land & Water Resource, Inc		
7/25/2022	Minka Lighting LLC		
7/26/2022	Rybak Engineering. Inc		
8/29/2022	Monark Premium Appliance (Transform Midco LLC)		
11/7/2022	Guarino Distributing Co, LLC		
12/1/2022	Airefco, Inc		
4/15/2024	Safe Step Walk In Tub, LLC		

RE: Request for Determination



DUTTON-LEYDA, TRAVIS K.
To JURGENS, TAYLORR.; 1B Purchasing DfT

fj Reply < ReplyAll Forward 0

Wed 7/24/2024 1:56 PM

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a **PDF** and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor# 8673) (rnloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SO\V to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles - dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
 - Emergency Related Purchases - bgwilliams@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/news/rules](#) are followed.
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is >= \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes

Re: Predictive Water Main Failure Software Scope of Work



Matt loehman <mloehman@horizonsofnewmexico.org>

To: OJURGENS, TAVLORR.



You: 11:pt1cd to 11:SIr!USIII9C on 11:SI!2024 11:SIAM.

11 thtt arc p101!1tcm1 Yffl!hOw t!k fltSsag:t Is ch.Si,laytd, <1,0:n.erto viewit&\a web brows.tr.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments u

Goodmorning.

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman

Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 81110

office phone: (505) 345-1540

email: mloehman@horizonsofnewmexico.org

web: www.horizonsofnewmexico.org

June 21, 2024

Risk Modeling & Planning Proposal for Santa Fe

The team at Ferguson & VODA.ai is pleased to provide the following proposal to the City of Santa Fe, New Mexico (Santa Fe) to implement artificial intelligence (AI) for predictive failure modeling, pipe prioritization, and planning. We offer tools to help better target your capital spending and operational activities by understanding which pipes are most likely to fail and represent the most significant risk.

We appreciate your consideration of our advanced technology to address the challenges of prioritizing water main projects and optimizing Santa Fe's capital investments. Our solution provides Santa Fe several distinct advantages over other technologies and standard methodologies.

The most accurate results in the industry

VODA.ai's proprietary machine learning (ML) engine, daVincin', is more accurate than any other available tool, technology, or method. This has been proven through numerous head-to-head competitions against other AI platforms, statistical engineering tools, and baseline methods at utilities across the country, where our predictive accuracy outcomes have never been beaten.

Easy to use software and processes

We've designed our solution around the concept that it should be easy to use. Our design speeds up onboarding and reduces the workload on utility staff. The data remains current and more usable for short-term decision-making, long-term planning, and interfacing with other applications by providing results in an intuitive, easy-to-use application.

Dedicated to customer satisfaction

Customer Delight is a core value at VODA.ai. We obsess over it. We pride ourselves not only on the quality of our results and the simplicity of our solutions but even more on our customer's satisfaction. This attitude is a part of everything we do.

We are confident that our model's insights and accuracy will deliver outstanding results to Santa Fe. I look forward to continuing our dialogue, and please don't hesitate to contact me if you have any questions.

Sincerely



Cory Sides

SVP of Sales, VODA.ai

704-775-5365 | cory@voda.ai

Risk Modeling Proposal

Predicting water main failure
through artificial intelligence.

PROPOSAL FOR: The City of Santa Fe, New Mexico

DATE: June 21, 2024

Table of Contents

Executive Summary	1
Project Description	1
Software as a Service (SaaS) Pricing	4
Statement of Work	6
Project workflow.....	6
Summary of Responsibility.....	8
Project Timeline	9
References and Awards	10
References	10
Awards and Recognitions.....	10
Appendix A - Data Requirements	11
Data Set 1: Pipe Information.....	11
Data Set 2: Historical Failure Information.....	11
Appendix B - End User Access & Service Agreement (EUASA)	13

Executive Summary

This proposal has been prepared to govern the setup and license of VODA.ai's AI based Software-as-a-Service to Santa Fe through VODA.ai's exclusive distributor, Ferguson Waterworks (Ferguson). Santa Fe provides high quality drinking water to residents in and around the City of Santa Fe, New Mexico. We understand Santa Fe currently maintains approximately 600 miles of water mains. Similar to other utilities, Santa Fe faces the challenge of properly maintaining hundreds of miles of infrastructure (network of water mains/pipes), much of which may be approaching the end of its useful life, that cannot be physically inspected due to the underground nature of most water mains.

To this end, Santa Fe desires to incorporate the advantages of science-based decision making and artificial intelligence from VODA.ai. VODA.ai's patented AI engine, known as daVinci™, uses machine learning to identify patterns based on a utility's past failures and then apply those results to predict which water mains are most likely to fail in the future.

Understanding which pipes are most likely to fail can be directly translated into reduced costs and improved service. Utilities have successfully leveraged VODA.ai's AI/ML based software and services to better prepare for potential failures and prioritize resources and capital investments on pipes that are the most vulnerable.

Not only is VODA.ai the most accurate tool for failure prediction and prioritization, the solution is designed to deliver results on a utility's entire network in a fraction of the time with minimal input or work required on the part of the utility staff.

Project Description

VODA.ai will use AI to analyze Santa Fe's existing GIS and failure data, considering complex relationships between multi-dimensional variables, and then rank all of Santa Fe's pipe segments by their Likelihood-of-Failure (LOF™), highlighting the most vulnerable. To accomplish this, VODA.ai uses our purpose-built AI engine, daVinci™, to discover invisible patterns from previous pipe failures and then calculate LOF™ rankings. Results are delivered via VODA.ai's award-winning, simple, and intuitive user interface (Ui).



Additionally, the UI provides advanced tools to assist in calculating Consequence of Failure (COF™) and associated Business Risk Exposure (BRE™) for all pipe segments in the system. The Planner module prioritizes rehabilitation and replacement projects to optimize risk reduction and maximize the effectiveness of capital investment funds. Our Insights module uses AI to provide the industry's most accurate assessment of Remaining Useful Life (RUL™).

We will work with Santa Fe to gather all relevant utility data (e.g., GIS & prior failure) needed for VODA.ai's model. We use 'data hooks' to automatically collect relevant information from public databases (e.g., DOT, USGS, and NOAA). Our data scientists further improve the model by engineering additional data sets that are proven to enhance the overall predictive accuracy of daVinci™.

The team at VODA.ai is passionate about client success and strives for open communication and collaboration. Throughout the project, periodically scheduled conference calls or web meetings are available for status updates,

with additional sessions as desired. Santa Fe will have ongoing access to our team as needed. Your success is our success, and we will work diligently to ensure both.

The project will take place in the following steps:



Data Collection

Santa Fe will provide historical failure data and pipe asset information. VODA.ai will work with Santa Fe to perform an iterative data validation process.



Risk Modeling

VODA.ai will apply its AI/ML engine, daVinci™, to analyze the historical patterns and rank all pipe segments according to LOF, delivering ranking results.



Final Results

VODA.ai will publish the final rankings to our UI, where Santa Fe staff will have access to powerful tools to calculate Risk, understand RUL, and plan projects

Data Collection

1. Santa Fe will provide historical failure data (leaks and breaks) along with pipe asset information as described in Appendix A.
2. VODA.ai will perform a data validation process to identify any inconsistencies or exceptions in the pipe asset and failure data and work with Santa Fe to address these wherever possible, using an iterative process.

Risk Modeling

3. VODA.ai will apply its AI/ML engine, daVinci™, to analyze the historical failure patterns and then rank all pipe segments according to LOF™.



Final Results

4. The final rankings from the predictive model are published to the UI. From there, Santa Fe staff will have access to powerful tools such as COF™, BRE™, and more such as daVinci™ calculated RUL™ and Planner (depending on selected Plan). Planner takes the LOF™, COF™, and BRE™ values and makes them actionable for operational and capital project planning to reduce risk and improve service for Santa Fe customers. Santa Fe will also benefit from multi-year projection windows (*we include twelve-month, three, five, ten, and twenty-year forward-looking analyses in the VI*) and integrations with other utility systems (e.g., GIS, CMMS).

Software as a Service (SaaS) Pricing

Access to the VODA.ai platform is based on an annual subscription with a per-mile cost. The figures below are based on 600 miles of water mains. The actual number of miles will impact final pricing. VODA.ai has several packages designed to meet the needs of your utility. Based on our discussion and VODA.ai's assessment of your needs, we have highlighted the Plan best suited to your goals below. Also, please note that we have elected to waive our standard Platform Fee for Santa Fe.

Annual Plans:

Features	Essentials	Enterprise	Unlimited
daVinci™ Model Runs	One per year	Two per year	Unlimited
Advanced Data Assessment	Included	Included	Included
Data Science Optimization	Included	Included	Included
Support	Unlimited	Unlimited	Unlimited
Planner	Included	Included	Included
RUL	X Not Included	Included	Included
Leak Detection	X Not Included	X Not Included	Included
Price	\$69 / mile	\$99 / mile	\$129 / mile
Annual Service Fee	-\$1,000/year	\$ /year	-\$1,000/year
One Year Annual Subscription based on 600 miles of pipe	\$41,400 annually	\$59,400 annually	\$77,400 annually
3-Year Annual Subscription (Pricing Reflects a 10% discount)	\$37,260 annually	\$53,460 annually	\$69,660 annually
5-Year Annual Subscription (Pricing Reflects a 20% discount)	\$33,120 annually	\$47,520 annually	\$61,920 annually

Please note:

1. All fees are invoiceable upon execution of the End User Access and Service Agreement and receipt of the NTP or PO by Ferguson (unless other Ferguson terms apply) and then annually on each anniversary of the Initial Term (see EUASA) thereafter (for multi-year agreements or renewals).
2. Long term discounts are available for multi-year agreements at 5% for each additional year up to 5 years.
3. Multi-year agreements are invoiced annually on each anniversary of the Initial Term and are subject to annual price increases in accordance with US Producer's Price Index (PPI) - U.S. Bureau of Labor Statistics PPI for Data processing, hosting, and related services (PCU518210518210). Price increases will go into effect each year according to any increase in the previous 12-months PPI.
4. Any taxes related to these transactions are the responsibility of the utility.
5. Any changes in scope may impact Pricing.
6. This price is valid for 45-days from the date of this proposal.
7. Purchase orders should be issued to Ferguson Waterwork. Client must execute EUASA with VODA.ai
8. Please note, this proposal and pricing is based on OMNIA NCPA Contract Number 02-104 between Ferguson and OMNIA.

All Plans include:

- Unlimited seats for utility staff
- UI training for utility staff
- Routine updates and enhancements
- GIS export for all results
- Risk modeling (LOF[™], COF[™], BRE[™])
- Advanced Data Assessment
- Data Science Optimization

Advanced Data Assessment

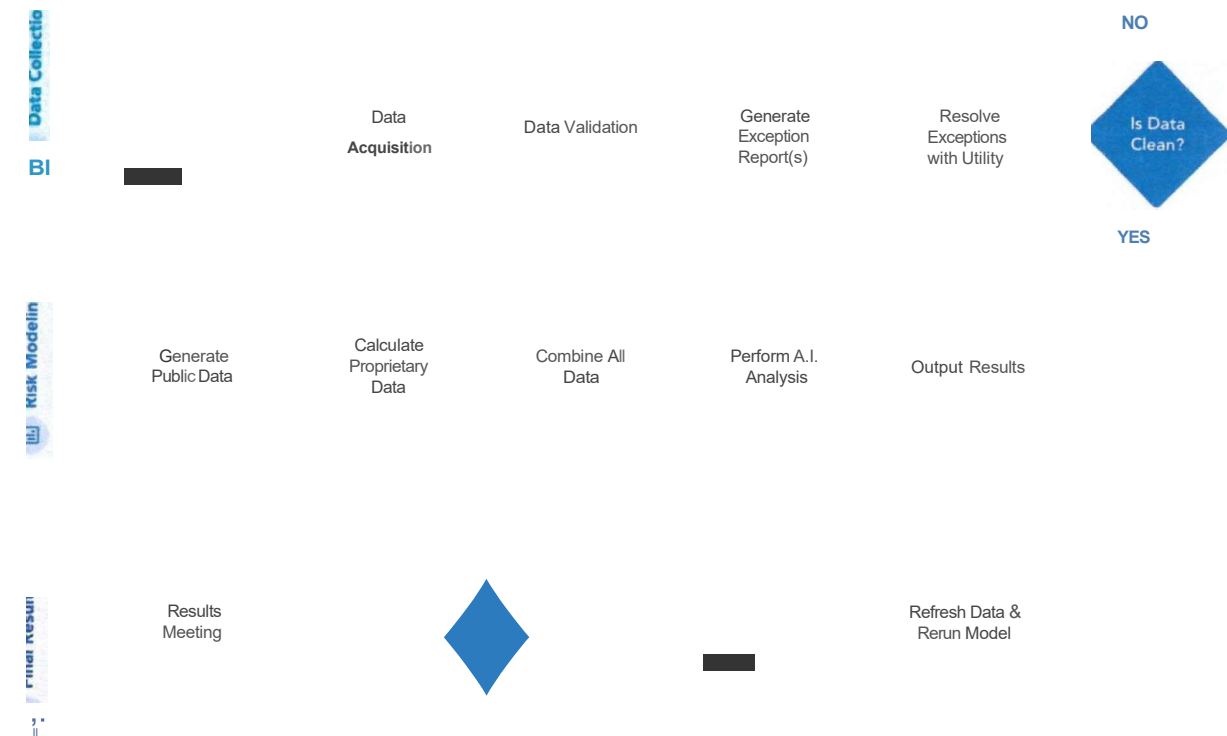
VODA.ai's Advanced Data Assessment Program[™] includes several automated routines to find data issues such as gaps and anomalies. But we go beyond by adding human intelligence. A VODA.ai data scientist delves into and investigates the data more deeply and generally finds numerous opportunities to improve the data further. Our Human AI[™] approach delivers a far more robust data audit with significantly better accuracy in the final analysis.

Data Science Optimization

VODA.ai's core machine learning engine, daVinci[™], can produce highly accurate LOF[™] rankings. However, accuracy increases significantly typically when combined with a skilled data scientist's review and utility-specific customization. The benefit of this process is especially evident when ambiguities in the data cannot be removed but are only dealt with by running multiple scenarios to identify the optimal final model for a given utility.

Statement of Work

Project workflow



Data Collection

1. **Data Acquisition from the Utility** - Santa Fe will provide the pipe and failure data, as described in Appendix A, along with any other identified information.
2. **Data Validation** - VODA.ai will apply our proprietary data validation algorithms to find anomalies, inconsistencies, or missing data and generate an Exception Report.
3. **Resolve Exceptions with Utility** - Strong collaboration between Santa Fe and VODA.ai is important for resolving any exceptions and making improvements to the data. Depending on the number of exceptions and data questions, multiple iterations of the Data Validation and Exceptions Process may be required.

4. **Gather Additional Data Sets** - VODA.ai will gather relevant data from multiple public and private sources. Proprietary engineered data variables are calculated by VODA.ai based on the intersection of utility and public datasets.
5. **Run AI/ML Analysis** - All data sets (utility provided, publicly available, calculated proprietary) are analyzed by daVinci™, VODA.ai's proprietary AI/ML engine.

Final Results

6. **Output Results** - The LOF™ rankings are provided via the UI. VODA.ai will measure the performance of the model and present the model results and performance to Santa Fe in a Results Meeting.
7. **Provide User Interface and Training** - Following the Results Meeting, VODA.ai will provide Santa Fe staff with access credentials to the UI and training on the platform and all selected modules.
8. **Refresh Data and Rerun Model** - On a routine basis (depending on the Plan selected), VODA.ai will analyze any new failures and pipe data using daVinci™ and provide forward looking analyses with twelve-month, three, five, ten, and twenty-year projections.

Summary of Responsibility

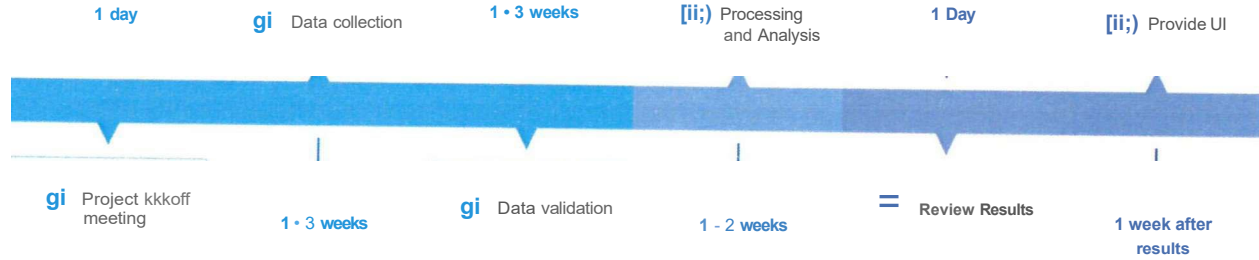
Table reference:

Activity	12) Deliverable	!,,.t Responsible Party	Primary Responsibility
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Item Description	Type	Responsible Party	
		VODA.ai	Santa Fe
1. Participate in a Kickoff meeting		J!	J!
2. Provide required utility data in accordance with Appendix A	0		J!
3. Provide additional utility data identified in kickoff meeting (pressure, flow, etc.)			J!
4. Run data validation process (may require more than one iteration)		J!	
5. Provide exception report(s)	0	J!	
6. Provide response(s) to exception report(s)	0		J!
7. Gather/ calculate public and proprietary data		J!	
8. Run daVinci~ Analysis		J!	
9. Provide LOF ranking results to the UI	0	J!	
11. Participate in a Results Review meeting			J!
12. Provide UI access and training to Pueblo staff	0	J!	

Project Timeline

Key project milestones are outlined below. VODA.ai anticipates results completed within six to twelve weeks after the kickoff meeting. Variances in completion are typically due to the initial data quality and the availability of utility staff to assist with completion of the Data Validation & Exception Reports.



References and Awards

References

LAS VEGAS VALLEY WATER DISTRICT

Nass Diallo, P.E. | Senior Civil Engineer
nass.diallo@lvvwd.com | 702.259.8173
1001 S. Valley View Blvd. | Las Vegas, NV 89153

- ~5,000 Miles of Potable Mains
- Full Subscription | 2019 - Present
- Project awarded to VODA.ai after a head-to-head competitor competition

NOB HILL WATER ASSOCIATION

Zella West | General Manager
zella@nobhillwater.org | 509.966.0272
6111 Tieton Dr. | Yakima, WA 98908

- ~200 Miles of Potable Mains
- Full Subscription | 2018 - Present
- Development partner

TUCSON WATER

Scott Schladweiler Deputy Director
scott.schladweiler@tucsonaz.gov | 520.837.2112
510 W. 18th St. | Tucson, AZ 85726

- ~4,600 Miles of Potable Mains
- Full Subscription | 2019 - Present
- Project awarded to VODA.ai after a head-to-head competition.

SAN JOSE WATER COMPANY

Jake Walsh | Assistant Chief Engineer, Planning
jake.walsh@sjwater.com | 408.279.7850
1265 South Bascom Avenue | San Jose, CA 95128

- ~2,400 Miles of Potable Mains
- Full Subscription | 2023 - Present
- Investor-Owned Utility

Awards and Recognitions

VODA.ai has outperformed every competing technology provider, historic methodology, and engineering consulting firm that we've faced in competition. We've also been recognized for awards from various industry organizations including MyTechMag, CIO Review Magazine - Utilities Tech Edition, Daily Finance, CIO Applications Magazine, Enterprise Technology Review, Analytics Insight Magazine, Industry-Era Magazine, ITO Magazine, The Silicon Review, Energy CIO Insights, Utilities Tech Outlook, and more.

We are most proud, however, of our achievements at the Smart Water Summit over the last 3 years. The Smart Water Summit brings together 100 utility executives from across the US who take part in presentations from over 40 of the leading water technology providers in the market. VODA.ai first attended in 2021 and was awarded the Vendor to Watch for the Most Innovative New Technology or Company. At the 2022 Summit, we were awarded the Best Smart Water Solution, the most prestigious award. In 2023, we swept the technology awards, bringing home Vendor to Watch and the Best Smart Water Solution.



Appendix A - Data Requirements (REV6.1s.211)

This document describes the two required data sets and formatting to be provided by the utility. GeoPackage (.gpkg) or Esri Geodatabase (.gdb) is the preferred format for all data.

The utility should provide data as described below for all mains considered as part of the assessment. Historical failure data (breaks and leaks) is required for a minimum of 3 years prior to the assessment period (a longer/complete failure history is encouraged) with a minimum of 10 failures each year and at least 200 total failures. It is understood that certain attributes may be incomplete or missing for certain pipe segments. VODA.ai will work with the utility to improve the data wherever possible.

Data Set 1: Pipe Information

Pipe data required

- **Unique Pipe ID, Year of Installation, Material, Diameter, Status** (active vs. abandoned), **Date abandoned** (if appropriate)

Acceptable Pipe Data Formats

- **GeoPackage (.gpkg)** - Preferred
- **Esri Geodatabase (.gdb)** - Preferred
- **Shapefiles (.shp)**

Pipe Data Example

Pipe ID	Diameter	Material	Installation Date	Status	Date Abandoned
102	8	AC	1/1/1930	Active	
22889	6	CI	1/1/1960	Abandoned	9/5/1979
3195	10	PVC	5/16/2003	Active	

Table Column Explanations

Pipe ID: The unique pipe ID. May be the Object ID, Feature ID, Asset ID or similar identifier. **Diameter:** The pipe diameter in inches.

Material: The pipe material. A list of abbreviated definitions is helpful (e.g. PC/ = Pit Cast Iron). **Date of Installation:** The date the pipe was installed.

Status: Whether the pipe is active (currently in service) or abandoned.

Date Abandoned: The date the pipe was removed from service, if applicable.

Data Set 2: Historical Failure Information

Historical failure data required

- **Associated Unique Pipe ID*, Failure Date, Failure Cause****

**Associated address or lat/long geocodes are accepted if associated Pipe ID is not available. Pipe material and size are requested within failure data if this is the case.*

***Failure cause is needed to remove human caused failures (e.g. contractor damage) from the training data. These may be removed by the utility prior to supplying the data to VODA.ai as well.*

Acceptable historical failure data formats

- **GeoPackage (.gpkg)**- Preferred
- **ESRI Geodatabase (.gdb)**
- **Shapefiles (.shp)**
- **Comma Separated Variable (.csv)** - Historical Failure Data Only

Historical failure data example

Pipe ID	Failure Date	Failure Cause	Failure Type	Diameter	Material
102	2/22/1990	Contractor Hit	Break	8	AC
22889	6/15/1975	Corrosion	Split Round	6	CI
3195	10/8/2011	Unknown	Pinhole Leak	10	PVC

Table Column Explanations

Pipe ID: The unique pipe ID corresponding to the failure. **Failure Date:** The date of the failure or the date it was identified.

Failure Cause: The estimated cause of failure. This is used to removed human caused, accidental failures (e.g. contractor damaged).

Failure Type: The type of failure (e.g. leak or break), if available.

Diameter: The diameter of the pipe in inches. This is needed if the associated Pipe ID is not available. **Material:** The pipe material. This is needed if the associated Pipe ID is not available.

Appendix B - End User Access & Service Agreement {EUASA} (REV.24.24)

This Access and Service Agreement ("**Agreement**") constitutes the terms of use between _____ with principal offices located at _____ (the "**Customer**") and VODA Inc, a Delaware corporation ("**VODA**") with principal offices located at 50 Milk Street, 15th Floor, Boston, Massachusetts 02109.

This Agreement governs the Customer's use of VODA services as further described in Section 1, "**VODA Service**".

Customer hereby agrees to the terms and conditions of this Agreement and acknowledges that it is a legally binding agreement between Customer and VODA. The person signing this Agreement on behalf of an organization represents they have the authority to bind that organization to this Agreement.

1. DEFINITIONS

"**Affiliate**" means an entity that (i) controls, (ii) is controlled by, or (iii) is under common control with another entity. An entity shall be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

"**Confidential Information**" means all information and data that: (a) is provided by one party to the other party under this Agreement, and (b) if disclosed in writing or other tangible medium is marked or identified as confidential at the time of disclosure to the recipient. Notwithstanding the foregoing, except with respect to any information relating to an identified or identifiable natural person, alone or with reference to other information, Confidential Information will not include that portion of such information and data that the recipient can establish by written documentation: (i) is known to the recipient as evidenced by its written records before receipt thereof from the disclosing party, (ii) is disclosed to the recipient free of confidentiality obligations by a third person who has the right to make such disclosure, (iii) is or becomes part of the public domain through no, and prior to any, fault of the recipient, or (iv) the recipient can reasonably establish is independently developed by persons on behalf of recipient without access to or use of the information disclosed by the disclosing party.

"**Customer Data**" means all data, files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that Customer creates, installs, uploads to or transfers in or through the Platform or provides to VODA in the course of using the VODA Service.

"**Intellectual Property Rights**" mean any and all (a) patents and patent rights, including without limitation, all applications and rights to make applications, all patents, all reissues, re-examinations and extensions thereof, and all divisional, substitutions, revisions, renewals, continuations and continuations-in-part thereof; (b) all copyrights, including all applications, rights to make applications, registrations, recordings, renewals, extensions, reversions or restorations thereof and therefore; (c) all trademark, service mark and trade dress rights, together with all related contract rights, and all applications, registrations, recordings, renewals, and extensions in connection therewith or thereof, and the goodwill associated therewith; (d) all trade secret and confidential information rights; (e) all moral rights; (f) any other intellectual property rights recognized under the laws of any country or political subdivision thereof or under any convention or treaty; and (g) all appurtenant, ancillary and related rights related to any of the foregoing.

"**Materials**" means any written or electronic materials relating to the use of the VODA Service, including, but not limited to, user manuals, documentation as is reasonably necessary to operate any custom functionality created

for Customer, user guides, how-to videos, technical manuals, release notes, and online help files (inclusive of those of VODA and all third parties necessary for use of the VODA Service) and any other materials prepared in connection with the VODA Service and shall include any updated versions of Materials as may be provided by VODA from time to time in the course of providing the VODA Service.

"Platform" or "Software" means the web-based user interface used by User's to (a) enter data for analysis, and (b) access the results of the artificial intelligence-based analysis, and (c) all other VODA software modules and tools.

"User(s)" means Customer's employees, representatives, consultants, contractors, or agents who are authorized to use the Service or Platform.

"VODA Service" or "Service(s)" means any of (a) the artificial intelligence based-assessment services provided by VODA, (b) any access or use of the Platform by Customer, (c) the applicable Platform support services provided by VODA to Customer, and (d) any other services provided by VODA to customer.

2. SERVICES

2.1 Provision of Services. VODA agrees to (a) perform the VODA Service, and (b) provide deliverables, as both are further described in VODA.ai's attached Scope of Work and VODA reserves the right to subcontract any or all services provided hereunder to third parties.

2.2 Provision of Platform. VODA agrees, either itself or through a subcontractor or other authorized representative, to provide access to the Platform to Customer. VODA or its representative further agrees to make commercially reasonable efforts to provide Customer with applicable user guides, on-line help, and product support for the Platform.

2.3 Maintenance. During the Term, VODA will perform routine maintenance, including infrastructure and application upgrades, on the Platform as VODA deems necessary. VODA may perform emergency maintenance on the Platform at any time during the Term.

2.4 Platform Availability. The Service includes access to the Platform. Machine learning analysis is performed on a periodic schedule based on the specific Customer subscription and is not in "real-time". As such continuous, uninterrupted access to the Platform is not guaranteed, however VODA will use commercially reasonable efforts to ensure Platform availability.

3. ACCESS GRANT; DELIVERY

3.1 Grant of Access. Subject to the terms and conditions of this Agreement, VODA hereby grants Customer and its Users a non-exclusive, non-sublicenseable, non-transferable, worldwide right to access and use (except as restricted herein) the Platform solely and exclusively for Customer's internal business purposes and for use as specifically set forth herein. For the avoidance of doubt, Customer and Users may not repurpose the Platform or any feature thereof.

3.2 Reservation of Rights. Except as expressly set forth in this Agreement, VODA will remain the sole and exclusive owner of all right, title and interest in and to the Service, Platform, and the Materials and all Intellectual Property Rights thereto.

3.3 Results. Customer acknowledges that the intent of the Service is for Customer to input or provide Customer Data, and for such Customer Data to be combined with VODA-provided and/or proprietary data, algorithms and information, and to generate results in the form of data reports, charts, graphs, maps,

spreadsheets, and other exportable information resulting from the Services and Platform provided by VODA (the "Results").

3.4 Ownership and Use of Results. Customer shall be the owner of all Results created or provided in connection with this Agreement and shall be free to use the Results in connection with its business; provided, however, that Customer hereby grants to VODA a royalty-free, fully-paid up, worldwide, non-exclusive license to use, aggregate, and create derivative works of the Results for any legitimate business purpose including the improvement of the Services and Platform.

3.5 Other Proprietary Rights. Customer acknowledges and agrees that VODA shall be the sole and exclusive owner of all right, title and interest in and to the Service, Platform, and Materials, and any improvements or changes thereto contain proprietary information and Intellectual Property Rights owned by VODA. VODA will remain the sole and exclusive owner of all right, title and interest in and to the Platform, the Services, and the Materials along with any improvements, enhancements or derivatives to and of the Service, Platform, and Materials (and all Intellectual Property Rights thereto) created by or on behalf of VODA. All names or trademarks of the Service, Platform, Materials, and other VODA service marks, logos and product service names are owned by VODA ("**VODA Marks**"). Customer may use the VODA Marks in connection with its use of the Results or as permitted in any documentation available or materials promoted by VODA (e.g., Customer may use the VODA Marks and certain third-party marks included on the Results in connection with any promotional use of the Results). Except as otherwise set forth herein or permitted by VODA, Customer agrees not to display or use the VODA Marks, or the marks of any third party, in any manner without the owner's express prior written permission.

4. RESTRICTIONS ON CUSTOMER'S USE OF PLATFORM

The parties acknowledge and agree that Customer and its Users are entitled to access and use the Platform during the Term for Customers own internal business purposes, or as otherwise set forth in an agreement with VODA, subject to the restrictions herein. Customer shall not sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Services, Platform, or the Materials available to any Affiliate or third party other than a User. Customer shall not (or permit others to) access the Services, Platform, or Materials in order to build, create, design or otherwise make or offer a similar or competitive product or service, nor create Internet "links" to the Platform or Services or "frame" or "mirror" any part of the Platform or Services on any other server or device. Except as expressly stated herein, no part of the Services, Platform, or Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. Neither Customer nor any User shall, directly or indirectly, modify the features or functionality of, copy, create derivative works using all or any portion of, analyze or remove components from, decompile or otherwise reverse engineer or derive source code, techniques, algorithms, or processes from the Platform or Services or permit or encourage any third-party to do so. Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services, the Platform, and the Materials.

5. CUSTOMER DATA

5.1 Ownership of Data. As between the parties, Customer is the owner of all Customer Data uploaded or provided to VODA in connection with this Agreement.

5.2 License to VODA. Customer hereby grants to VODA a royalty-free, fully paid up, worldwide, non-exclusive license to use, aggregate, and create derivative works of Customer Data for any legitimate business purpose including the improvement of the Platform and Services.

5.3 Non-Infringement. Customer warrants that the Customer Data does not infringe on the Intellectual Property Rights of any third party and VODA warrants that the Service does not infringe on the Intellectual Property Rights of any third party.

6. FEES AND PAYMENT

6.1 Fees. Customer will pay all fees properly billed or invoiced as agreed to use the Services and/or access the Platform, without offset or deduction in accordance with VODA's quoted payment terms unless otherwise mutually agreed upon in writing.

6.2 Except as set forth herein or otherwise agreed to by the parties, all fees are non-cancelable and nonrefundable. Applicable fees will be based on a written quotation by VODA or an authorized representative and execution of this Agreement, receipt of a valid purchase order, or notice to proceed in accordance with the written quotation ("**Purchase Order**"). VODA rejects any additional terms or conditions from the Customer which may accompany the purchase order other than those included in this Agreement or otherwise agreed to by all parties in writing.

6.3 Notwithstanding anything to the contrary,

(a) if at any time supplemental Customer Data is input into the Platform that causes an increase in applicable fees based on VODA's applicable price, such additional fees will become immediately due by Customer,

(b) if Customer's use of the Services or Platform substantially changes due to acquisition or merger of Customer with other businesses that causes an increase in applicable fees based on VODA's then current price, such additional fees will become immediately due by Customer.

6.4 Taxes and Currency. All fees are exclusive of, and Customer will be responsible for payment of, taxes, levies, duties or similar local, state, provincial, federal or foreign jurisdiction governmental assessments on the access to the Platform and Services, other than taxes imposed on VODA's income. Except as otherwise agreed to by the parties, all fees due hereunder will be paid in U.S. Dollars.

7. TERM; TERMINATION

7.1 Term. Customer's subscription to the Services and Platform will commence upon execution of this Agreement by both Parties and will continue in effect for ___ years (the "**Initial Term**"). If not otherwise stated herein or mutually agreed upon in writing, upon expiration of the Initial Term, Customer subscription will automatically renew for additional one (1) year periods (each a "**Renewal Term**"). On the anniversary date of the start of the Customer's subscription, the Customer will be billed the applicable subscription fees for the next year of the applicable Renewal Term based on current pricing for such year as set forth in Section 6.

7.2 Termination for Convenience. Following the Initial Term, either party may terminate this Agreement at any time and for any reason upon ninety (90) days' notice to the other party.

7.3 Termination for Breach. Either party may terminate this Agreement upon material breach by the other party that is not cured within thirty (30) days following receipt of written notice of such breach by the non-breaching party.

7.4 Effect of Expiration or Termination. Termination of this Agreement will be without prejudice to any rights accruing to the benefit of a party prior to such expiration or termination. Customer agrees that VODA shall not be liable to Customer or to any third party for any termination of Customer access to the Platform or Services or deletion of Customer Data, provided that VODA is in compliance with the terms of this Section.

Without limiting the foregoing, Sections 3.2, 3.4, 5, 6, 7, 8, 9, 10, 11, 12 and this Section 7.4 will survive any termination of this Agreement.

8. CONFIDENTIAL INFORMATION

Each party will maintain in strict confidence the Confidential Information of the other party, will not use or grant the use of the Confidential Information of the other party except as expressly permitted hereby, and will not disclose the Confidential Information of the other party except on a need-to-know basis to such party's Affiliates, directors, officers, employees and consultants, to the extent such disclosure is reasonably necessary in connection with such party's activities as expressly authorized by this Agreement. Further, it will not be a breach of this Section 8 if a party is required by law, by court or governmental or regulatory order to disclose Confidential Information of the other party, provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

9. REPRESENTATIONS AND WARRANTIES

9.1 VODA Representations and Warranties. VODA represents and warrants that the Platform is free from material defects, materially conforms to all specifications relating to any of the foregoing, and is fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement. VODA further represents and warrants that the Services will be provided in a good and workmanlike manner.

9.2 Disclaimers of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN THIS SECTION 9, VODA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WITH RESPECT TO THE PLATFORM, MATERIALS OR SERVICES.

9.3 VODA represents and warrants, using commercially reasonable efforts (i) that the VODA Service will produce recommendations that are based upon assumptions made in good faith and that VODA believes are reasonable, (ii) that the VODA Service recommendations will be made in light of all circumstances reasonably known to it and are not to be viewed as facts or predictions, and (iii) that the actual results from implementing the VODA Service recommendations may differ from those intended by such recommendations.

10. INDEMNIFICATION

10.1 Indemnification by VODA. VODA will indemnify, hold harmless and defend, Customer and its officers, directors, agents and employees from any and all losses, liabilities, damages, claims, demands, litigation, expenses and liabilities (including related costs and reasonable attorneys' fees) of every nature arising or resulting, directly or indirectly from or incident to third-party claims arising or resulting from: (i) VODA's gross negligence or willful misconduct or (ii) infringement of any third-party Intellectual Property Rights by the Platform, Materials or Services or the use thereof.

10.2 Indemnification by Customer. Customer will indemnify, hold harmless and defend, VODA, its subcontractors and their respective officers, directors, agents and employees from any and all losses, liabilities, damages, claims, demands, litigation, expenses, and liabilities (including related costs and reasonable attorneys' fees) of every nature arising or resulting, directly or indirectly from or incident to third-party claims arising or resulting from: (i) Customer Data infringing any third-party intellectual property or privacy rights; (ii) any use of the Platform by Customer that was not in material conformance with the Materials or this Agreement or (iii) Customer's gross negligence or willful misconduct.

11. LIMITATION OF LIABILITY

11.1 IN NO EVENT SHALL VODA OR ITS AFFILIATES BE LIABLE TO CUSTOMER, ANY USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES {EVEN IF VODA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR SERVICES OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

11.2 IN NO EVENT WILL VODA BE LIABLE TO CUSTOMER, USERS OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS OR INTERRUPTIONS RELATING TO OR ARISING FROM THE SERVICE, REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN OR ANY OTHER REPRESENTATIONS MADE BY VODA, VODA'S AGGREGATE LIABILITY {INCLUDING ALL ATTORNEY'S FEES AND COSTS), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER, TO ACCESS THE PLATFORM AND USE THE SERVICES IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

12. SECURITY AND SECURITY POLICIES

VODA (itself or through its contractors) implements reasonable administrative, physical and technical safeguards to protect Customer Data and shall reasonably ensure that all such safeguards, including the manner in which Customer Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws. VODA shall ensure its employees, contractors and agents' compliance with this Agreement. Furthermore, Customer acknowledges and agrees that methods of transmitting electronic communications and storing, retrieving, and processing Customer Data may change to comply with applicable laws, regulations, and industry practices. Additionally, Customer acknowledges that no method of transmitting or storing data is guaranteed to be free from interception or disclosure to third parties. Customer agrees that VODA is not responsible for any communications and/or Customer Data which are lost, altered, intercepted, or stored without authorizations during the transmission or storing of any data whatsoever across or on networks not owned and/or operated by VODA.

13. FORCE MAJEURE

13.1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; or (g) other similar events beyond the reasonable control of the Party affected by the Force Majeure Event. The affected Party shall give notice within 5 business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue.

13.2 The affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

13.3 Force Majeure Event shall not be applicable to defer any payment or excuse any Party of its obligations to make payments when due hereunder.

14. MISCELLANEOUS

14.1 Independent Contractor. Each party is an independent contractor and not an employee of the other party. Neither party (a) has any authority to obligate the other party by contract or otherwise; (b) will be entitled to any employee benefits that the other party provides to its employees; and (c) is an agent of the other party in connection with its services under this Agreement.

14.2 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without reference to its rules of conflicts or choice of laws. All disputes arising from or relating to this Agreement will be within the exclusive jurisdiction of the state and/or federal courts located within Massachusetts and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

14.3 Technology Export. Customer shall not: (a) permit any third party to access or use the Platform in violation of any U.S. law or regulation; or (b) export the Platform or any portion thereof or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not and shall not permit any third party to access or use the Platform in, or export the Platform to, a country subject to a United States embargo.

14.4 Marketing. Notwithstanding anything herein to the contrary, VODA may use Customer's name and logo for promotional purposes, including, but not limited to, use on its website and in other marketing materials.

14.5 Assignment. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party; *provided, however,* that VODA may assign this Agreement without consent to any of its Affiliates or in connection with any divestiture, sale of assets, merger, change of control, reorganization, or similar transaction. Any prohibited assignment is null and void.

14.6 Entire Understanding; Successors; Modification. This Agreement, including any amendments, invoices, addendums, schedules, and exhibits hereto, which are incorporated herein by reference, constitutes the final and complete agreement between the parties with respect to the subject matter hereof, superseding any previous oral or written communication, representations, understanding or agreement. This Agreement will inure to the benefit of and will be binding upon the parties, their officers, directors, employees, agents, successors and permitted assigns. No modification of this Agreement will be valid unless made in writing and signed by the Parties hereto.

14.7 Severability. In the event that one or more of the provisions contained herein is, for any reason, held unenforceable in any respect, such enforceability will not affect any other provision of this Agreement, and this Agreement will then be construed as if such unenforceable provision did not exist.

14.8 Heading and Subheadings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

ACCEPTANCE

VODA	<u>Customer</u>
By: _____	By: _____

Name {Print or Type}

Name {Print or Type}

Title

Title

Date

Date

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Ferguson Enterprises, LLC (“Vendor”).
dba Ferguson Waterworks

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 02-104, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Water Metering, Monitoring, Devices and Related Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- ▶ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- ▶ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- ▶ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- ▶ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- ▶ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- ▶ The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ Term of Agreement

- ▶ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ Fees and Reporting

- ▶ The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
-------------	-------	----------	------	-------------	------------	-------------	-----------


Total


- ▶ Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- ▶ Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

• **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PQ Box 701273
Houston, TX 77270
Signature: 
Date: December 8, 2020

Vendor: Froggson Enterprises LLC
2611 Ferguson Way
Name: Zeb Wright
Title: Business Development Manager
Address: 2630 S. Ryeview Rd
Ennis TX 76040
Signature: 
Date: 11/19/2020

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is <http://www.ncpa.us/Facilities/Registrar>)

* Fill out and submit.

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date 11/19/2020

RFP Number 40-20

Company Name Ferguson Enterprises, LLC dba Ferguson Waterworks

Printed Name Zeb Wright

Signature 



REQUEST FOR VENDOR CONTRACT UPDATE

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from NCPA when there is an update to the contract. No request will be officially approved without the prior written authorization from NCPA. NCPA reserves the right to accept or reject any request.

Ferguson Enterprises LLC hereby provides notice of the following

update to NCPA contract number 02-104 for Water metering, monitoring, devices and
Contract Number Contract Title
related services on this date 01/05/2024.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

Other Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Ferguson Enterprises would like to add Voda ai to the metrology related contract referenced above. This is an artificial intelligence software as a service that allows for the identification of pipes within a municipal system that are vulnerable to failure resulting in non-revenue water loss.

Ferguson Waterworks LLC.

Vendor Name

Justin Aron Kapitan

Submitted By

Signature *Justin Aron Kapitan*

01/05/2024
Date

FOR USE BY NCPA ONLY:

Sarah Vavra, SVP Public Sector Contracting

DocuSigned by:
Sarah Vavra

Signature

January 17, 2024

Date

Pricing Information:

Miles of Pipe	Essentials Plan	Enterprise Plan	Unlimited Plan
Platform Fee	\$15,000 +	\$15,000 +	\$15,000 +
1 - 300	\$23,400	\$29,700	\$38,700
301 - 1,500	\$69 / Mile	\$99 / Mile	\$129 / Mile
1,500 - 3,000	\$59 / Mile	\$89 / Mile	\$119 / Mile
3,000 +	\$207,000	\$267,000	\$357,000

Notes:

1. Prices shown are annual fees for a 1-year subscription.
2. Platform Fee applies to all packages.
3. Miles of Pipe are the total miles in the water distribution system and transmission systems analysed.
4. All Plans include LoF, CoF, BRE, Analytics, and Planner Modules.
5. Essentials Plan includes a single model run / year.
6. Enterprise Plan includes up to two model runs / year and AI-based RUL.
7. Unlimited Plan includes a guided model run and daily self service model updates.
8. Leak Detection Module is included in the Unlimited Plan and available for \$15,000 / year for other plans.
9. Long-term discounts available of 5% / year for each additional year up to 10 years total (45%).
10. Multi-year agreements are billed annually for each year and are subject to an annual US Producer's Price Index (PPI) increase. Refer to U.S. Bureau of Labor Statistics PPI for Data processing, hosting, and related services (PCU518210518210).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

4/1/2025

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): _____ 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
INSURED 1531924 Ferguson Enterprises, LLC and Subsidiaries (See attached Named Insured Schedule) 751 Lakefront Commons Newport News VA 23606	INSURER E : _____ INSURER F : _____	

COVERAGES CERTIFICATE NUMBER: 21584248 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	N	N	HDO G47300009	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Self Insured <input checked="" type="checkbox"/> Physical Damage	N	N	ISA H1069114A	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	XOO G72519802 004	5/1/2024	5/1/2025	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 <input checked="" type="checkbox"/> N	N/A	WLR C50673832 (AOS) WLR C50673728 (AZ,CA,MA,OR) RWC C5067390A (WI)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

CERTIFICATE HOLDER**21584248**
 City of Santa Fe
 200 Lincoln Ave
 Santa Fe NM 87501
CANCELLATION See Attachments

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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Effective Date	Company	Effective Date	Company
4/1/1975	Acquisition - Charleston, SC	3/16/1992	Chatham Pipe & Supply
5/1/1976	Southern States Supply Company, Inc.	11/2/1992	U.S. Supply Company
11/1/1977	Atlas Supply Company, Inc.	8/2/1993	Armstrong Plumbing Supply Company, Inc.
12/31/1980	SCL Equipment Corporation	10/4/1993	Hub Inc.
1/28/1983	Universal Supply Company, Inc.	6/27/1994	Automatic Temperature Supplies Inc.
3/10/1983	Central Plumbing Supply Company	6/5/1995	Lyon, Conklin & Co., Inc.
1/1/1984	Riverside Supply Company, Inc.	7/10/1995	Wilmington Plumbing Supply Co., Inc.
5/1/1984	McKenna Supply Company	11/13/1995	Walden Industrial Supply Co., Inc.
10/30/1984	Cooper Supply Company	12/18/1995	Wisconsin River Supply Company
1/15/1985	Plumbers Supply Company, Inc.	2/26/1996	Columbia Supply Corporation
6/4/1985	R. W. Farmer Supply Co., Inc.	9/30/1996	Great Lakes Plumbing Supply, Inc.
1/7/1986	The Warner Company, Inc.	10/15/1996	General Plumbing Supply Co. of MD, Inc.
10/1/1986	Underground Supply Company, Inc.	11/23/1996	J&G Products Company, Inc.
12/30/1986	Terry Supply Company	5/5/1997	Central Engineering and Supply, Co., Inc.
12/31/1986	Virginia Supply and Well Company	6/30/1997	Standard of Lynn, Inc.
1/5/1988	Geo. McGinley Supply Co., Inc.	8/25/1997	Cities Supply Company, Inc.
1/29/1988	LBS Supply, Inc.	9/22/1997	Raleigh Supply Company, Inc.
12/29/1989	C. SeIzer & Sons, Inc.	10/8/1997	Climate Makers of Charleston, Inc.
4/1/1990	Consumer's Supply Company, Inc.	11/3/1997	South Bend Supply Company, Inc.
5/20/1991	Gonnair Air Conditioning Company, Inc.	12/15/1997	Jaime Salicrup, Inc.
3/4/1992	Cain & Bulman, Inc.	1/7/1998	Steel City Wholesalers
3/30/1998	Tozour Unitary Product Division	6/18/2001	Mid-Cities - Dallas, TX
6/1/1998	Forward Enterprises	6/30/2001	Westburne Supply, Inc.
7/1/1998	Esco Supply Company	4/8/2002	Clayton Acquisition Company
10/29/1998	L&H Plumbing & Heating Supply	5/6/2002	Sumner & Dunbar
12/23/1998	Fields & Company of Lubbock, Inc.	5/13/2002	Tahoe Truckee Supply
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.	1/13/2003	York Factory Branch - Corona, CA
3/30/1999	Alamo Plumbing Supply Co.	1/13/2003	Triangle Supply, Inc.
4/26/1999	Plumbers Specialty Company, Inc.	4/7/2003	Linwood Pipe and Supply Co., Inc.
6/1/1999	Midwest Pipe & Supply	4/14/2003	Hanco Supply, Inc.
8/2/1999	Thrall Distribution, Inc.	6/2/2003	Huskey, Inc.
8/4/1999	Goldberg Company (GCI)	6/16/2003	A-1 Pipe
8/30/1999	The Gage Company	9/15/2003	Liberty Equipment
9/15/1999	Baker Pipe and Supply Company	12/15/2003	High Country
1/24/2000	Donovan Industrial Supply Corporation	1/19/2004	Builder's Plumbing Supply
3/6/2000	Plumbing & Mill Supplies, Incorporated	3/29/2004	Municipal Pipe

Effective Date	Company	Effective Date	Company
6/12/2000	Eastern Sewer Pipe Corp.	9/1/2004	Cline Contract Sales
8/21/2000	Pesco Pipe and Supply Co.	11/22/2004	Clark Supply
9/11/2000	Fire Protection Supply Company	12/7/2004	R Supply
1/8/2001	Sunbelt Marketing	12/31/2004	Parnell Martin
3/1/2001	Red Hed Supply	1/31/2005	JD Daddario
5/21/2001	Mid-Cities - Plant City, FL	2/8/2005	Meckco Supply
5/1/2005	Full Service Supply	5/22/2006	Central Lighting Supply
5/23/2005	United Supply & Distributing	8/1/2006	Palermo
6/26/2005	Webb Distributors, Inc.	8/1/2006	Waterworks Supply
8/15/2005	Park Supply	8/21/2006	United Automatic
8/29/2005	S&S Fabricators	10/2/2006	Castle Supply
9/12/2005	Contractor's Field Products	10/2/2006	Castle North
9/19/2005	Economy Plumbing Supply	10/2/2006	Lawrence Supply
9/30/2005	Endries International	10/2/2006	Northern Water Works Supply
10/17/2005	Camellia Valley Supply	10/16/2006	Gulf Refrigeration
11/7/2005	LAB Appliances	10/16/2006	Kandall
11/15/2005	Mobile Supply	12/4/2006	Ondalay Pipe
11/30/2005	Frischkorn	12/11/2006	Page's Appliance
12/19/2005	South Lake Tahoe	12/18/2006	Guntersville Fab
1/9/2006	Colgan	12/29/2006	Cal-Steam
2/21/2006	Dixie Plumbing Supply	2/7/2007	Grif-Fab
3/13/2006	Alamo Pipe	2/28/2007	Improvement Direct
3/20/2006	Indiana Plumbing Supply	7/30/2007	Fire Fab
4/10/2006	Pipe Products	8/13/2007	Western Air
4/24/2006	Davies Water	8/27/2007	Davidson Pipe & Supply
5/8/2006	Central Supply	11/5/2007	JD Wholesale
5/22/2006	Supply North Central Group	12/30/2007	JC Plumbing
2/18/2008	Mastercraft Cabinets	2/9/2015	Builders Appliance Center
9/1/2009	DPS	2/23/2015	The Ar-Jay Center
12/31/2010	Summit Pipe & Supply	3/9/2015	Equarius Waterworks, Inc.
8/29/2011	Louisiana Chemical PVF	3/16/2015	Redlon & Johnson Supply
9/26/2011	SG Supply	4/27/2015	Arkansas Supply, Inc.
11/7/2011	Groeniger	5/18/2015	Ecomfort Holdings Inc.
4/23/2012	Reese Kitchens	6/8/2015	WR White Supply
9/25/2012	Power Equipment Direct, Inc. (PED)	8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)

Effective Date	Company	Effective Date	Company
10/1/2012	Davis & Warshow	10/1/2015	Living Direct, Inc.
2/11/2013	Fluid Systems Hawaii, Inc.	10/19/2015	Atlantic American Fire Equipment Company
1/20/2014	Karl's Sales and Service - Karls Appliance	10/27/2015	Renwes Appliances, Inc.
3/31/2014	Waterworks Industries	11/16/2015	Action Fire Fab & Supply, Inc.
4/28/2014	Factory Direct Appliance	1/25/2016	Professional Cleaning Service and Supply Corporation (PCS Industries)
5/31/2014	Capstone Global Solutions	4/4/2016	Andrews Lighting Gallery, Inc.
6/9/2014	HP Products (and HP Logistics)	4/18/2016	Dealernet, LLC
8/18/2014	Joseph G. Pollard Co. Inc.	4/18/2016	The Bath + Beyond
9/14/2014	Powell Pipe & Supply Co.	5/23/2016	Bruce-Rogers Company
10/6/2014	Spillius, Inc. (dba City Lights and Design)	6/13/2016	Michigan Pipe and Valve-Flint, Inc.
11/17/2014	Global HVAC Distributors, Inc.	6/27/2016	Michigan Pipe and Valve-Lansing, Inc.
12/8/2014	Ship-Pac, Inc.	7/11/2016	Michigan Meter Technology Group, Inc.
12/8/2014	McFarland Supply Co., Inc.	8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware
8/29/2016	Westfield Lighting Co., Inc.	10/22/2018	Dogwood Building Supply
10/10/2016	Ramapo Wholesalers Inc.	10/29/2018	Capital Distributing
10/24/2016	The Plumbing Source, Inc.	11/19/2018	Roberston Supply
11/14/2016	Underground Pipe & Valve, Inc.	12/10/2018	Wallwork Bros., Inc
12/12/2016	Matera Paper Company, Inc.	12/11/2018	Blackman
2/13/2017	P.V. Sullivan	1/28/2019	James Martin Furniture
2/20/2017	Custom Lighting & Hardware	2/4/2019	Kitchen Art
3/27/2017	Lighting Unlimited, LLC	6/3/2019	Mission Valley Pipe and Supply
8/7/2017	Wholesale Group, Inc.	7/15/2019	Action Supply Co.
9/18/2017	HM Wallace, Inc.	7/29/2019	Innovative Soil Solutions
1/22/2018	Duhig Stainless	9/9/2019	Process Instruments & Controls
5/14/2018	National Fire	11/11/2019	SW Anderson
7/2/2018	Wright Plumbing	3/13/2020	Columbia Pipe & Supply
7/9/2018	Lighting Design Center	3/16/2020	Rencor Controls
7/16/2018	Appliance Distributors of Louisiana	3/25/2020	MFP Design
7/30/2018	Brock McVey	10/26/2020	Old Dominion Supply

Effective Date	Company	Effective Date	Company
7/31/2018	Safe Step Walk-In Tub Co	11/16/2020	Atlantic Construction Fabrics
8/13/2018	Jones Stephens	1/11/2021	Amerock Corporation
8/20/2018	Action Automation	1/11/2021	Clarksville Lighting and Appliance
8/27/2018	Millennium Lighting	6/21/2021	Kitchen Showcase
9/24/2018	Grand Junction Pipe & Supply	7/12/2021	Moore Industrial Supply, Co.
7/26/2021	Canyon Pipe & Supply	12/5/2022	Power Process Equipment Co
9/20/2021	Meyer Appliances, Kitchens and Baths	1/30/2023	Pipelines, INC
10/25/2021	Sunstate Meters and Supply, Inc	6/13/2023	S.G. Torrice
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)	7/25/2023	Kennedy Companies
11/13/2021	Hot Water Products, Inc.	7/31/2023	Bruce Supply Corp
11/22/2021	RP Lighting & Fans (Royal Pacific)	10/16/2023	SecureVision of America
1/24/2022	Plumbers Supply Company of St Louis	1/8/2024	Harway Supply, LLC
2/7/2022	Uncle Sam Piping Solutions. Inc.	1/8/2024	Capital City Appliances LLC dba Harway Appliances
3/21/2022	AP Supply Company	1/8/2024	Texas State Appliances, LLC
4/4/2022	Lighting Plus	1/29/2024	Grove Supply, Inc.
4/25/2022	Founders Kitchen & Bath, Inc.	1/29/2024	Wolfe Family Partnership, Ltd
5/9/2022	Canadian Safe-Step Tubs, Inc.	1/29/2024	Whc Enterprises, LLC
5/23/2022	Aaron & Company, LLC	1/29/2024	PLCC Enterprises LLC
5/25/2022	STE LLC	3/4/2024	Yorkwest Plumbing Supply Inc.
6/27/2022	Triton Environmental, LLC		
7/18/2022	D2 Land & Water Resource, Inc		
7/25/2022	Minka Lighting LLC		
7/26/2022	Rybak Engineering. Inc		
8/29/2022	Monark Premium Appliance (Transform Midco LLC)		
11/7/2022	Guarino Distributing Co, LLC		
12/1/2022	Airefco, Inc		
4/15/2024	Safe Step Walk In Tub, LLC		
7/31/2010	Lincoln Products		
9/11/2000	Ferguson Fire & Fab, Inc		
4/22/2024	AVCO Supply (AVCO Supply, Inc.)		
5/16/2024	GAR Engineering		
5/20/2024	Southwest GeoSolutions, Inc.		
7/30/2024	Gerster Equipment Co.		
7/30/2024	United Water Works, Inc.		
10/29/1993	Energy & Process Corporation		

Name	Tax ID No.	Entity or DBA	Corresponding Entity (for DBAs)
Aaron & Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Aaron and Company	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Distribution	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Logistics	54-1211771	DBA	Ferguson Enterprises, LLC
A P Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
A. P. Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
AC Wholesalers	33-1026975	DBA	Power Equipment Direct, Inc.
ACF Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Action Automation, a Wolseley Industrial Group company	54-1211771	DBA	Ferguson Enterprises, LLC
Action Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Action Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Adirondack Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
ADL	54-1211771	DBA	Ferguson Enterprises, LLC
Air Cold	54-1211771	DBA	Ferguson Enterprises, LLC
Air Cold Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Air Compressors Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Airefco	54-1211771	DBA	Ferguson Enterprises, LLC
Alaska Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Amerock Holdings, Inc.	35-2484334	Entity	
Amerock, LLC	80-0945726	Entity	
AMS Steam Products	54-1211771	DBA	Ferguson Enterprises, LLC
Andrews Lighting & Hardware Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Atlantic American Fire Equipment Company	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Avallon Global	74-3008228	DBA	Living Direct, Inc.
AVCO	54-1211771	DBA	Ferguson Enterprises, LLC
AVCO Supply	54-1211771	DBA	Ferguson Enterprises, LLC
BAC Appliance Center	54-1211771	DBA	Ferguson Enterprises, LLC
Bath + Beyond	54-1211771	DBA	Ferguson Enterprises, LLC
Beautyware Plumbing Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Blackman Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Brock-McVey	54-1211771	DBA	Ferguson Enterprises, LLC
Bruce	54-1211771	DBA	Ferguson Enterprises, LLC
Bruce-Rogers Company	54-1211771	DBA	Ferguson Enterprises, LLC
Bruce Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Build.com	54-1211771	DBA	Ferguson Enterprises, LLC
Build with Ferguson	54-1211771	DBA	Ferguson Enterprises, LLC
Buildcom	54-1211771	DBA	Ferguson Enterprises, LLC
BuildStore	54-1211771	DBA	Ferguson Enterprises, LLC

Cal-Steam	54-1211771	DBA	Ferguson Enterprises, LLC
Canyon Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Capital City Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
Capital Distributing	54-1211771	DBA	Ferguson Enterprises, LLC
CFP, a Ferguson enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
City Lights Design Showroom	54-1211771	DBA	Ferguson Enterprises, LLC
Clawfoot Supply, LLC	61-1401237	Entity	
Clayton International, L.L.C.	52-2173229	Entity	
Cline Contract Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Columbia Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Columbia Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Crow Company	54-1211771	DBA	Ferguson Enterprises, LLC
Custom Lighting & Hardware	54-1211771	DBA	Ferguson Enterprises, LLC
D2 Land & Water Resource	54-1211771	DBA	Ferguson Enterprises, LLC
Davies Water	54-1211771	DBA	Ferguson Enterprises, LLC
DBS Holdings, Inc.	83-2165638	Entity	
Dealernet	54-1211771	DBA	Ferguson Enterprises, LLC
Dogwood Building Supply	83-2165638	DBA	DBS Holdings, Inc.
Duhig Stainless	54-1211771	DBA	Ferguson Enterprises, LLC
eComfort	33-1026975	DBA	Power Equipment Direct, Inc.
EdgeStar	54-1211771	DBA	Ferguson Enterprises, LLC
EdgeStar	74-3008228	DBA	Living Direct, Inc.
Electric Generators Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Energy & Process Corporation	58-2076619	Entity	
Equarius Waterworks, Meter & Automation Group	54-1211771	DBA	Ferguson Enterprises, LLC
Factory Direct Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
Faucet.com	54-1211771	DBA	Ferguson Enterprises, LLC
FaucetDirect.com	54-1211771	DBA	Ferguson Enterprises, LLC
FEI Ventures, LLC	83-1244422	Entity	
Ferguson Bath & Kitchen Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Bath, Kitchen & Lighting Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Climate Makers	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Direct	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Enterprises	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Enterprises Bath, Kitchen and Lighting Gallery Ltd. (fka Wolseley (Barbados) Ltd.)	20-260770	Entity	
Ferguson Enterprises, LLC of Virginia	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Enterprises of Montana, LLC	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Enterprises of Virginia, LLC	54-1211771	DBA	Ferguson Enterprises, LLC

Ferguson Facilities Supply -	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Facilities Supply (for Matera Paper -TX only)	74-2382166	DBA	Matera Paper Company, Inc.
Ferguson Facilities Supply, Dogwood Building Supply Division	83-2165638	DBA	DBS Holdings, Inc.
Ferguson Fire Design PLLC	92-0981667	DBA	Ferguson Fire Design, LLC
Ferguson Fire Design, LLC	92-0981667	Entity	
Ferguson Fire & Fabrication, Inc.	95-2912930	Entity	
Ferguson Fire & Fabrication International	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Fire & Fabrication International	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Ferguson Full Service Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson FSS	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Heating & Cooling	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Hospitality Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC – EastWest Air	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC – Lyon Conklin	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Industrial	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Industrial Plastics Division	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Industrial Plastics and Pump Division	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Integrated Services	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson International	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Leasing Company	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Parts & Packaging	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Puerto Rico, Inc.	66-0911457	Entity	
Ferguson Receivables, LLC	46-3201407	Entity	
Ferguson Trinidad and Tobago Limited (formerly known as Wolseley Trinidad Limited)	124811-7	Entity	
Ferguson US Holdings, Inc.	54-1473338	Entity	
Ferguson Valve & Automation	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks - Municipal Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks - Red Hed	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks EPPCO	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks International	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson.com	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Xpressnet	54-1211771	DBA	Ferguson Enterprises, LLC
FNW	54-1211771	DBA	Ferguson Enterprises, LLC
Founders Kitchen and Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Frishkorn	54-1211771	DBA	Ferguson Enterprises, LLC
Galleria Bath & Kitchen Showplace	54-1211771	DBA	Ferguson Enterprises, LLC

GAR Engineering	92-0981667	DBA	Ferguson Fire Design, LLC
Geo-Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
Gerster Equipment Company	54-1211771	DBA	Ferguson Enterprises, LLC
Gotham	54-1211771	DBA	Ferguson Enterprises, LLC
Gotham Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Gotham Pipe Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Grand Junction Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Grove Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Guarino Distributing	54-1211771	DBA	Ferguson Enterprises, LLC
Harway Appliances	54-1211771	DBA	Ferguson Enterprises, LLC
Henry Kitchen & Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Henry Plumbing Kitchen & Bath Galleries	54-1211771	DBA	Ferguson Enterprises, LLC
Henry Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
High Country Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Hot Water Products	54-1211771	DBA	Ferguson Enterprises, LLC
Hot Water Sales and Associates	54-1211771	DBA	Ferguson Enterprises, LLC
HP Products	54-1211771	DBA	Ferguson Enterprises, LLC
Industrial Hub of the Carolinas	54-1211771	DBA	Ferguson Enterprises, LLC
Innovative Soil Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
J&G Products, a Ferguson enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
J.D. Daddario Company	54-1211771	DBA	Ferguson Enterprises, LLC
James Martin Signature Vanities, LLC	45-2983176	Entity	
Jones Stephens Corp.	63-1098381	Entity	
Joseph G. Pollard Co.	54-1211771	DBA	Ferguson Enterprises, LLC
JWIT Hydrotherapy Bath Solutions	26-2848868	DBA	Safe Step Walk In Tub, LLC
Karl's Appliances	54-1211771	DBA	Ferguson Enterprises, LLC
Kennedy Companies	54-1211771	DBA	Ferguson Enterprises, LLC
Kennedy Culvert & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Kennedy Water Works	54-1211771	DBA	Ferguson Enterprises, LLC
Kern Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Kern Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Kitchen Art	54-1211771	DBA	Ferguson Enterprises, LLC
Kitchen Art of South Florida	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting and Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Design Center	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Plus	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Unlimited	54-1211771	DBA	Ferguson Enterprises, LLC
LightingDirect.com	54-1211771	DBA	Ferguson Enterprises, LLC
Lincoln Products	54-1211771	DBA	Ferguson Enterprises, LLC

Linwood Pipe and Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Living Direct, Inc.	74-3008228	Entity	
Louisiana Utilities Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
LUSCO	54-1211771	DBA	Ferguson Enterprises, LLC
Lyon Conklin	54-1211771	DBA	Ferguson Enterprises, LLC
Lyon Conklin & Co., Inc.	54-1211771	DBA	Ferguson Enterprises, LLC
Lyon Conklin, a Ferguson Enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
Maddux Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper Company	54-1211771	DBA	Ferguson Enterprises, LLC
Max Industries, LLC	72-1532845	Entity	
McFarland Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Meyer Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
MFP Design	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
MFP Design	54-1211771	DBA	Ferguson Enterprises, LLC
Michigan Meter	54-1211771	DBA	Ferguson Enterprises, LLC
Midwest Pipe & Supply, a Ferguson enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
Millennium Lighting, Inc.	58-2456893	Entity	
Minka Lighting, LLC	95-3683513	Entity	
Mission Valley Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Mission Valley Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Mississippi Utility Supply Co. (MUSCO)	54-1211771	DBA	Ferguson Enterprises, LLC
Myers HVAC Supply	33-1026975	DBA	Power Equipment Direct, Inc.
National Fire Products	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Old Dominion Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Parnell Martin Companies	54-1211771	DBA	Ferguson Enterprises, LLC
PCS Industries	35-1116846	DBA	HP Products Corporation
Peebles Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Pipe Products	54-1211771	DBA	Ferguson Enterprises, LLC
Pipelines	54-1211771	DBA	Ferguson Enterprises, LLC
Pipelines of PA	54-1211771	DBA	Ferguson Enterprises, LLC
PL Sourcing, Inc.	54-1211771	DBA	Ferguson Enterprises, LLC
Plumb Source	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company of St. Louis	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Décor, a Wolseley Company	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Supply Now	54-1211771	DBA	Ferguson Enterprises, LLC
Pollardwater	54-1211771	DBA	Ferguson Enterprises, LLC
Powell Pipe & Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC

Power Equipment Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Power Equipment Direct Inc.	33-1026975	Entity	
Power Process Equipment	54-1211771	DBA	Ferguson Enterprises, LLC
Pressure Washers Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Professional's Bath Source	54-1211771	DBA	Ferguson Enterprises, LLC
PullsDirect.com	54-1211771	DBA	Ferguson Enterprises, LLC
PV Sullivan Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Ramapo Wholesalers	54-1211771	DBA	Ferguson Enterprises, LLC
Redlon & Johnson	54-1211771	DBA	Ferguson Enterprises, LLC
Reese Kitchen, Bath & Lighting Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Rencor Controls	54-1211771	DBA	Ferguson Enterprises, LLC
Renwes Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Robertson Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Royal Pacific Limited	85-0385374	Entity	
Rybak Engineering	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
S.W. Anderson	54-1211771	DBA	Ferguson Enterprises, LLC
Safe Step Walk In Tub, LLC	26-2848868	Entity	
Securevision	54-1211771	DBA	Ferguson Enterprises, LLC
Securevision of America	54-1211771	DBA	Ferguson Enterprises, LLC
SEMSCO Barbados, L.L.C.	59-3641852	Entity	
S.G. Torrice, LLC	04-2236750	Entity	
Schell Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
SG Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Ship-Pac	35-1116846	DBA	HP Products Corporation
Signature Hardware	61-1401237	DBA	Clawfoot Supply, LLC
SOS Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Southwest Geo-Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
Stevens Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Stock Loan Services, LLC	20-3908387	Entity	
Stockton Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Sump Pumps Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Sunstate Meter & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Tacoma Heavy Goods	54-1211771	DBA	Ferguson Enterprises, LLC
Tarpon Wholesale Supplies	54-1211771	DBA	Ferguson Enterprises, LLC
Tellum Construction, LLC	20-3045488	Entity	
Templeton & Associates	54-1211771	DBA	Ferguson Enterprises, LLC
Templeton & Associates Equipment Sales	54-1211771	DBA	Ferguson Enterprises, LLC
TEMSCO	54-1211771	DBA	Ferguson Enterprises, LLC
The Ar-Jay Center	54-1211771	DBA	Ferguson Enterprises, LLC

The Davidson Group	54-1211771	DBA	Ferguson Enterprises, LLC
The Kitchen Showcase	54-1211771	DBA	Ferguson Enterprises, LLC
The Parnell Martin Companies	54-1211771	DBA	Ferguson Enterprises, LLC
The Plumbing Source	54-1211771	DBA	Ferguson Enterprises, LLC
The Stock Market	54-1211771	DBA	Ferguson Enterprises, LLC
TPW Kitchen & Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Triton Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Uncle Sam Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
United Water Works	54-1211771	DBA	Ferguson Enterprises, LLC
Vena Designs	45-2983176	DBA	James Martin Signature Vanities, LLC
Wallwork	54-1211771	DBA	Ferguson Enterprises, LLC
Wallwork Bros.	54-1211771	DBA	Ferguson Enterprises, LLC
Warner Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Water Pumps Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Water Works Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Waterworks Industries	54-1211771	DBA	Ferguson Enterprises, LLC
Webb Distributors	54-1211771	DBA	Ferguson Enterprises, LLC
Westburne Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Western Air Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Westfield Lighting	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Capital, Inc.	20-3756465	Entity	
Wolseley de Puerto Rico, Inc.	66-0784341	Entity	
Wolseley Financial Services	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Industrial Group	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Integrated de Mexico S.A. de C.V.	WIM081114UK3	Entity	
Wolseley NA Construction Services, LLC	27-1094401	Entity	
WPCC Forwarding	54-1211771	DBA	Ferguson Enterprises, LLC
Wright Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC

Ferguson Waterworks Purchasing_Memo 4


Final Audit Report

2025-04-18

Created:	2025-04-08
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAHEo_kHYuMo1z6aMY0jGUCrXCjhurLOMV

"Ferguson Waterworks Purchasing_Memo 4" History

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-  Document created by Kristy Miera (kamiera@santafenm.gov)
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ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-04-09 - 5:27:05 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

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2025-04-18 - 10:37:57 PM GMT- IP address: 104.47.64.254

 Document e-signed by Mark Scott (mscott@santafenm.gov)

Signature Date: 2025-04-18 - 10:38:07 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-04-18 - 10:38:07 PM GMT

Signature: 

Email: xivigil@santafenm.gov

Effective Date	Company	Effective Date	Company
4/1/1975	Acquisition - Charleston, SC	3/16/1992	Chatham Pipe & Supply
5/1/1976	Southern States Supply Company, Inc.	11/2/1992	U.S. Supply Company
11/1/1977	Atlas Supply Company, Inc.	8/2/1993	Armstrong Plumbing Supply Company, Inc.
12/31/1980	SCL Equipment Corporation	10/4/1993	Hub Inc.
1/28/1983	Universal Supply Company, Inc.	6/27/1994	Automatic Temperature Supplies Inc.
3/10/1983	Central Plumbing Supply Company	6/5/1995	Lyon, Conklin & Co., Inc.
1/1/1984	Riverside Supply Company, Inc.	7/10/1995	Wilmington Plumbing Supply Co., Inc.
5/1/1984	McKenna Supply Company	11/13/1995	Walden Industrial Supply Co., Inc.
10/30/1984	Cooper Supply Company	12/18/1995	Wisconsin River Supply Company
1/15/1985	Plumbers Supply Company, Inc.	2/26/1996	Columbia Supply Corporation
6/4/1985	R. W. Farmer Supply Co., Inc.	9/30/1996	Great Lakes Plumbing Supply, Inc.
1/7/1986	The Warner Company, Inc.	10/15/1996	General Plumbing Supply Co. of MD, Inc.
10/1/1986	Underground Supply Company, Inc.	11/23/1996	J&G Products Company, Inc.
12/30/1986	Terry Supply Company	5/5/1997	Central Engineering and Supply, Co., Inc.
12/31/1986	Virginia Supply and Well Company	6/30/1997	Standard of Lynn, Inc.
1/5/1988	Geo. McGinley Supply Co., Inc.	8/25/1997	Cities Supply Company, Inc.
1/29/1988	LBS Supply, Inc.	9/22/1997	Raleigh Supply Company, Inc.
12/29/1989	C. SeIzer & Sons, Inc.	10/8/1997	Climate Makers of Charleston, Inc.
4/1/1990	Consumer's Supply Company, Inc.	11/3/1997	South Bend Supply Company, Inc.
5/20/1991	Gonnan Air Conditioning Company, Inc.	12/15/1997	Jaime Salicrup, Inc.
3/4/1992	Cain & Buliman, Inc.	1/7/1998	Steel City Wholesalers
3/30/1998	Tozour Unitary Product Division	6/18/2001	Mid-Cities - Dallas, TX
6/1/1998	Forward Enterprises	6/30/2001	Westburne Supply, Inc.
7/1/1998	Esco Supply Company	4/8/2002	Clayton Acquisition Company
10/29/1998	L&H Plumbing & Heating Supply	5/6/2002	Sumner & Dunbar
12/23/1998	Fields & Company of Lubbock, Inc.	5/13/2002	Tahoe Truckee Supply
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.	1/13/2003	York Factory Branch - Corona, CA
3/30/1999	Alamo Plumbing Supply Co.	1/13/2003	Triangle Supply, Inc.
4/26/1999	Plumbers Specialty Company, Inc.	4/7/2003	Linwood Pipe and Supply Co., Inc.
6/1/1999	Midwest Pipe & Supply	4/14/2003	Hanco Supply, Inc.
8/2/1999	Thrall Distribution, Inc.	6/2/2003	Huskey, Inc.
8/4/1999	Goldberg Company (GCI)	6/16/2003	A-1 Pipe
8/30/1999	The Gage Company	9/15/2003	Liberty Equipment
9/15/1999	Baker Pipe and Supply Company	12/15/2003	High Country
1/24/2000	Donovan Industrial Supply Corporation	1/19/2004	Builder's Plumbing Supply
3/6/2000	Plumbing & Mill Supplies, Incorporated	3/29/2004	Municipal Pipe

Effective Date	Company	Effective Date	Company
6/12/2000	Eastern Sewer Pipe Corp.	9/1/2004	Cline Contract Sales
8/21/2000	Pesco Pipe and Supply Co.	11/22/2004	Clark Supply
9/11/2000	Fire Protection Supply Company	12/7/2004	R Supply
1/8/2001	Sunbelt Marketing	12/31/2004	Parnell Martin
3/1/2001	Red Hed Supply	1/31/2005	JD Daddario
5/21/2001	Mid-Cities - Plant City, FL	2/8/2005	Meckco Supply
5/1/2005	Full Service Supply	5/22/2006	Central Lighting Supply
5/23/2005	United Supply & Distributing	8/1/2006	Palermo
6/26/2005	Webb Distributors, Inc.	8/1/2006	Waterworks Supply
8/15/2005	Park Supply	8/21/2006	United Automatic
8/29/2005	S&S Fabricators	10/2/2006	Castle Supply
9/12/2005	Contractor's Field Products	10/2/2006	Castle North
9/19/2005	Economy Plumbing Supply	10/2/2006	Lawrence Supply
9/30/2005	Endries International	10/2/2006	Northern Water Works Supply
10/17/2005	Camellia Valley Supply	10/16/2006	Gulf Refrigeration
11/7/2005	LAB Appliances	10/16/2006	Kandall
11/15/2005	Mobile Supply	12/4/2006	Ondalay Pipe
11/30/2005	Frischkorn	12/11/2006	Page's Appliance
12/19/2005	South Lake Tahoe	12/18/2006	Guntersville Fab
1/9/2006	Colgan	12/29/2006	Cal-Steam
2/21/2006	Dixie Plumbing Supply	2/7/2007	Grif-Fab
3/13/2006	Alamo Pipe	2/28/2007	Improvement Direct
3/20/2006	Indiana Plumbing Supply	7/30/2007	Fire Fab
4/10/2006	Pipe Products	8/13/2007	Western Air
4/24/2006	Davies Water	8/27/2007	Davidson Pipe & Supply
5/8/2006	Central Supply	11/5/2007	JD Wholesale
5/22/2006	Supply North Central Group	12/30/2007	JC Plumbing
2/18/2008	Mastercraft Cabinets	2/9/2015	Builders Appliance Center
9/1/2009	DPS	2/23/2015	The Ar-Jay Center
12/31/2010	Summit Pipe & Supply	3/9/2015	Equarius Waterworks, Inc.
8/29/2011	Louisiana Chemical PVF	3/16/2015	Redlon & Johnson Supply
9/26/2011	SG Supply	4/27/2015	Arkansas Supply, Inc.
11/7/2011	Groeniger	5/18/2015	Ecomfort Holdings Inc.
4/23/2012	Reese Kitchens	6/8/2015	WR White Supply
9/25/2012	Power Equipment Direct, Inc. (PED)	8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)

Effective Date	Company	Effective Date	Company
10/1/2012	Davis & Warshow	10/1/2015	Living Direct, Inc.
2/11/2013	Fluid Systems Hawaii, Inc.	10/19/2015	Atlantic American Fire Equipment Company
1/20/2014	Karl's Sales and Service - Karls Appliance	10/27/2015	Renwes Appliances, Inc.
3/31/2014	Waterworks Industries	11/16/2015	Action Fire Fab & Supply, Inc.
4/28/2014	Factory Direct Appliance	1/25/2016	Professional Cleaning Service and Supply Corporation (PCS Industries)
5/31/2014	Capstone Global Solutions	4/4/2016	Andrews Lighting Gallery, Inc.
6/9/2014	HP Products (and HP Logisitics)	4/18/2016	Dealernet, LLC
8/18/2014	Joseph G. Pollard Co. Inc.	4/18/2016	The Bath + Beyond
9/14/2014	Powell Pipe & Supply Co.	5/23/2016	Bruce-Rogers Company
10/6/2014	Spillius, Inc. (dba City Lights and Design)	6/13/2016	Michigan Pipe and Valve-Flint, Inc.
11/17/2014	Global HVAC Distributors, Inc.	6/27/2016	Michigan Pipe and Valve-Lansing, Inc.
12/8/2014	Ship-Pac, Inc.	7/11/2016	Michigan Meter Technology Group, Inc.
12/8/2014	McFarland Supply Co., Inc.	8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware
8/29/2016	Westfield Lighting Co., Inc.	10/22/2018	Dogwood Building Supply
10/10/2016	Ramapo Wholesalers Inc.	10/29/2018	Capital Distributing
10/24/2016	The Plumbing Source, Inc.	11/19/2018	Roberston Supply
11/14/2016	Underground Pipe & Valve, Inc.	12/10/2018	Wallwork Bros., Inc
12/12/2016	Matera Paper Company, Inc.	12/11/2018	Blackman
2/13/2017	P.V. Sullivan	1/28/2019	James Martin Furniture
2/20/2017	Custom Lighting & Hardware	2/4/2019	Kitchen Art
3/27/2017	Lighting Unlimited, LLC	6/3/2019	Mission Valley Pipe and Supply
8/7/2017	Wholesale Group, Inc.	7/15/2019	Action Supply Co.
9/18/2017	HM Wallace, Inc.	7/29/2019	Innovative Soil Solutions
1/22/2018	Duhig Stainless	9/9/2019	Process Instruments & Controls
5/14/2018	National Fire	11/11/2019	SW Anderson
7/2/2018	Wright Plumbing	3/13/2020	Columbia Pipe & Supply
7/9/2018	Lighting Design Center	3/16/2020	Rencor Controls
7/16/2018	Appliance Distributors of Louisiana	3/25/2020	MFP Design
7/30/2018	Brock McVey	10/26/2020	Old Dominion Supply

Effective Date	Company	Effective Date	Company
7/31/2018	Safe Step Walk-In Tub Co	11/16/2020	Atlantic Construction Fabrics
8/13/2018	Jones Stephens	1/11/2021	Amerock Corporation
8/20/2018	Action Automation	1/11/2021	Clarksville Lighting and Appliance
8/27/2018	Millennium Lighting	6/21/2021	Kitchen Showcase
9/24/2018	Grand Junction Pipe & Supply	7/12/2021	Moore Industrial Supply, Co.
7/26/2021	Canyon Pipe & Supply	12/5/2022	Power Process Equipment Co
9/20/2021	Meyer Appliances, Kitchens and Baths	1/30/2023	Pipelines, INC
10/25/2021	Sunstate Meters and Supply, Inc	6/13/2023	S.G. Torrice
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)	7/25/2023	Kennedy Companies
11/13/2021	Hot Water Products, Inc.	7/31/2023	Bruce Supply Corp
11/22/2021	RP Lighting & Fans (Royal Pacific)	10/16/2023	SecureVision of America
1/24/2022	Plumbers Supply Company of St Louis	1/8/2024	Harway Supply, LLC
2/7/2022	Uncle Sam Piping Solutions. Inc.	1/8/2024	Capital City Appliances LLC dba Harway Appliances
3/21/2022	AP Supply Company	1/8/2024	Texas State Appliances, LLC
4/4/2022	Lighting Plus	1/29/2024	Grove Supply, Inc.
4/25/2022	Founders Kitchen & Bath, Inc.	1/29/2024	Wolfe Family Partnership, Ltd
5/9/2022	Canadian Safe-Step Tubs, Inc.	1/29/2024	Whc Enterprises, LLC
5/23/2022	Aaron & Company, LLC	1/29/2024	PLCC Enterprises LLC
5/25/2022	STE LLC	3/4/2024	Yorkwest Plumbing Supply Inc.
6/27/2022	Triton Environmental, LLC		
7/18/2022	D2 Land & Water Resource, Inc		
7/25/2022	Minka Lighting LLC		
7/26/2022	Rybak Engineering. Inc		
8/29/2022	Monark Premium Appliance (Transform Midco LLC)		
11/7/2022	Guarino Distributing Co, LLC		
12/1/2022	Airefco, Inc		
4/15/2024	Safe Step Walk In Tub, LLC		
7/31/2010	Lincoln Products		
9/11/2000	Ferguson Fire & Fab, Inc		
4/22/2024	AVCO Supply (AVCO Supply, Inc.)		
5/16/2024	GAR Engineering		
5/20/2024	Southwest GeoSolutions, Inc.		
7/30/2024	Gerster Equipment Co.		
7/30/2024	United Water Works, Inc.		
10/29/1993	Energy & Process Corporation		
3/31/2025	Independent Pipe & Supply Corp.		
4/15/2025	Light Innovations, Inc.		

Name	Tax ID No.	Entity or DBA	Corresponding Entity (for DBAs)
A P Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
A. P. Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Aaron & Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Aaron and Company	54-1211771	DBA	Ferguson Enterprises, LLC
AC Wholesalers	33-1026975	DBA	Power Equipment Direct, Inc.
ACF Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Action Automation, a Wolseley Industrial Group company	54-1211771	DBA	Ferguson Enterprises, LLC
Action Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Action Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Adirondack Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
ADL	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Distribution	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Logistics	54-1211771	DBA	Ferguson Enterprises, LLC
Air Cold	54-1211771	DBA	Ferguson Enterprises, LLC
Air Cold Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Air Compressors Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Airefco	54-1211771	DBA	Ferguson Enterprises, LLC
Alaska Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Amerock Holdings, Inc.	35-2484334	Entity	
Amerock, LLC	80-0945726	Entity	
AMS Steam Products	54-1211771	DBA	Ferguson Enterprises, LLC
Beautyware Plumbing Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Build.com	54-1211771	DBA	Ferguson Enterprises, LLC
Clawfoot Supply, LLC	61-1401237	Entity	
Davies Water	54-1211771	DBA	Ferguson Enterprises, LLC
Electric Generators Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Ferguson Bath & Kitchen Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Enterprises of Montana, LLC	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Fire & Fabrication International	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Ferguson Heating & Cooling	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC – Lyon Conklin	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Industrial Plastics and Pump Division	54-1211771		Ferguson Enterprises, LLC
Ferguson Leasing Company	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Puerto Rico, Inc.	66-0911457	Entity	
Ferguson Waterworks	54-1211771		Ferguson Enterprises, LLC
Ferguson Waterworks International	54-1211771	DBA	Ferguson Enterprises, LLC
FNW	54-1211771	DBA	Ferguson Enterprises, LLC
Frishkorn	54-1211771	DBA	Ferguson Enterprises, LLC
GAR Engineering	92-0981667		Ferguson Fire Design, LLC
Gerster Equipment Company	54-1211771		Ferguson Enterprises, LLC
Gotham Pipe	54-1211771		Ferguson Enterprises, LLC
Gotham Pipe Supply	54-1211771		Ferguson Enterprises, LLC

Grove Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Harway Appliances	54-1211771		Ferguson Enterprises, LLC
Henry Kitchen & Bath	54-1211771		Ferguson Enterprises, LLC
Henry Plumbing Kitchen & Bath Galleries	54-1211771		Ferguson Enterprises, LLC
Henry Plumbing Supply	54-1211771		Ferguson Enterprises, LLC
Hot Water Products	54-1211771		Ferguson Enterprises, LLC
HP Products	54-1211771	DBA	Ferguson Enterprises, LLC
Independent Pipe & Supply Corp.	54-1211771		Ferguson Enterprises, LLC
Innovative Soil Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
J&G Products, a Ferguson Enterprise	54-1211771		Ferguson Enterprises, LLC
James Martin Signature Vanities, LLC	45-2983176	Entity	
Joseph G. Pollard Co.	54-1211771		Ferguson Enterprises, LLC
Light Innovations, Inc.	54-1211771		Ferguson Enterprises, LLC
Karl's Appliances	54-1211771		Ferguson Enterprises, LLC
Kennedy Companies	54-1211771		Ferguson Enterprises, LLC
Kennedy Water Works	54-1211771	DBA	Ferguson Enterprises, LLC
Kern Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Kern Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Kitchen Art	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting and Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Design Center	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Plus	54-1211771		Ferguson Enterprises, LLC
Lighting Unlimited	54-1211771		Ferguson Enterprises, LLC
Lightingdirect.com	54-1211771		Ferguson Enterprises, LLC
Lincoln Products	54-1211771		Ferguson Enterprises, LLC
Linwood Pipe and Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Living Direct, Inc.	74-3008228	Entity	
Louisiana Utilities Supply Company	54-1211771		Ferguson Enterprises, LLC
LUSCO	54-1211771		Ferguson Enterprises, LLC
Lyon Conklin	54-1211771		Ferguson Enterprises, LLC
Lyon Conklin & Co., Inc.	54-1211771		Ferguson Enterprises, LLC
Lyon Conklin, a Ferguson Enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
Maddux Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper Company	54-1211771	DBA	Ferguson Enterprises, LLC
Max Industries, LLC	72-1532845	Entity	
McFarland Supply	54-1211771		Ferguson Enterprises, LLC
Meyer Appliance	54-1211771		Ferguson Enterprises, LLC
MFP Design	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Michigan Meter	54-1211771	DBA	Ferguson Enterprises, LLC
Midwest Pipe & Supply, a Ferguson enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
Minka Lighting, LLC	95-3683513	Entity	
Mission Valley Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Mission Valley Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Mississippi Utility Supply Co. (MUSCO)	54-1211771	DBA	Ferguson Enterprises, LLC

Myers HVAC Supply	33-1026975	DBA	Power Equipment Direct, Inc.
National Fire Products	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Old Dominion Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Parnell Martin Companies	54-1211771	DBA	Ferguson Enterprises, LLC
PCS Industries	35-1116846	DBA	HP Products Corporation
Peebles Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Pipe Products	54-1211771	DBA	Ferguson Enterprises, LLC
Pipelines	54-1211771	DBA	Ferguson Enterprises, LLC
Pipelines of PA	54-1211771	DBA	Ferguson Enterprises, LLC
PL Sourcing, Inc.	54-1211771	DBA	Ferguson Enterprises, LLC
Plumb Source	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company of St. Louis	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Décor, a Walseley Company	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Supply Now	54-1211771	DBA	Ferguson Enterprises, LLC
Pollardwater	54-1211771	DBA	Ferguson Enterprises, LLC
Powell Pipe & Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Power Equipment Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Power Equipment Direct Inc.	33-1026975	Entity	
Power Process Equipment	54-1211771	DBA	Ferguson Enterprises, LLC
Pressure Washers Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Professional's Bath Source	54-1211771	DBA	Ferguson Enterprises, LLC
PullsDirect.com	54-1211771	DBA	Ferguson Enterprises, LLC
PV Sullivan Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Ramapo Wholesalers	54-1211771	DBA	Ferguson Enterprises, LLC
Redlon & Johnson	54-1211771	DBA	Ferguson Enterprises, LLC
Reese Kitchen, Bath & Lighting Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Rencor Controls	54-1211771	DBA	Ferguson Enterprises, LLC
Renwes Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Robertson Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Royal Pacific Limited	85-0385374	Entity	
Rybak Engineering	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
S.G. Torrice, LLC	04-2236750	Entity	
S.W. Anderson	54-1211771	DBA	Ferguson Enterprises, LLC
Safe Step Walk In Tub, LLC	26-2848868	Entity	
Schell Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Securevision	54-1211771	DBA	Ferguson Enterprises, LLC
Securevision of America	54-1211771	DBA	Ferguson Enterprises, LLC
SEMSCO Barbados, L.L.C.	59-3641852	Entity	
SG Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Ship-Pac	35-1116846	DBA	HP Products Corporation
Signature Hardware	61-1401237	DBA	Clawfoot Supply, LLC
SOS Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Southwest Geo-Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
Stevens Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC

Stock Loan Services, LLC	20-3908387	Entity	
Stockton Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Stocton Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Sump Pumps Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Sunstate Meter & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Tacoma Heavy Goods	54-1211771	DBA	Ferguson Enterprises, LLC
Tarpon Wholesale Supplies	54-1211771	DBA	Ferguson Enterprises, LLC
Tellum Construction, LLC	20-3045488	Entity	
Templeton & Associates	54-1211771	DBA	Ferguson Enterprises, LLC
Templeton & Associates Equipment Sales	54-1211771	DBA	Ferguson Enterprises, LLC
TEMSCO	54-1211771	DBA	Ferguson Enterprises, LLC
The Ar-Jay Center	54-1211771	DBA	Ferguson Enterprises, LLC
The Davidson Group	54-1211771	DBA	Ferguson Enterprises, LLC
The Kitchen Showcase	54-1211771	DBA	Ferguson Enterprises, LLC
The Parnell Martin Companies	54-1211771	DBA	Ferguson Enterprises, LLC
The Plumbing Source	54-1211771	DBA	Ferguson Enterprises, LLC
The Stock Market	54-1211771	DBA	Ferguson Enterprises, LLC
TPW Kitchen & Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Triton Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Uncle Sam Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
United Water Works	54-1211771	DBA	Ferguson Enterprises, LLC
Vena Designs	45-2983176	DBA	James Martin Signature Vanities, LLC
Wallwork	54-1211771	DBA	Ferguson Enterprises, LLC
Wallwork Bros.	54-1211771	DBA	Ferguson Enterprises, LLC
Warner Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Water Pumps Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Water Works Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Waterworks Industries	54-1211771	DBA	Ferguson Enterprises, LLC
Webb Distributors	54-1211771	DBA	Ferguson Enterprises, LLC
Westburne Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Western Air Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Westfield Lighting	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Capital, Inc.	20-3756465	Entity	
Wolseley de Puerto Rico, Inc.	66-0784341	Entity	
Wolseley Financial Services	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Industrial Group	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Integrated de Mexico S.A. de C.V.	WIM081114U K3	Entity	
Wolseley NA Construction Services, LLC	27-1094401	Entity	
WPCC Forwarding	54-1211771	DBA	Ferguson Enterprises, LLC
Wright Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC

DBA	Corresponding Entity
Aaron & Co.	Ferguson Enterprises, LLC
Aaron and Company	Ferguson Enterprises, LLC
A-H Distribution	Ferguson Enterprises, LLC
A-H Logistics	Ferguson Enterprises, LLC
Air Compressors Direct	Power Equipment Direct, Inc.
A P Supply Company	Ferguson Enterprises, LLC
A. P. Supply Co.	Ferguson Enterprises, LLC
AC Wholesalers	Power Equipment Direct, Inc.
ACF Environmental	Ferguson Enterprises, LLC
Action Automation, a Wolseley Industrial Group company	Ferguson Enterprises, LLC
Action Plumbing Supply	Ferguson Enterprises, LLC
Action Supply Co.	Ferguson Enterprises, LLC
Adirondack Piping Solutions	Ferguson Enterprises, LLC
ADL	Ferguson Enterprises, LLC
Air Cold	Ferguson Enterprises, LLC
Air Cold Supply	Ferguson Enterprises, LLC
Airefco	Ferguson Enterprises, LLC
Alaska Pipe & Supply	Ferguson Enterprises, LLC
AMS Steam Products	Ferguson Enterprises, LLC
Andrews Lighting & Hardware Gallery	Ferguson Enterprises, LLC
Atlantic American Fire Equipment Company	Ferguson Fire & Fabrication, Inc.
Avallon Global	Living Direct, Inc.
AVCO	Ferguson Enterprises, LLC
AVCO Supply	Ferguson Enterprises, LLC
BAC Appliance Center	Ferguson Enterprises, LLC
Bath + Beyond	Ferguson Enterprises, LLC
Beautyware Plumbing Supply Co.	Ferguson Enterprises, LLC
Blackman Plumbing Supply	Ferguson Enterprises, LLC
Brock-McVey	Ferguson Enterprises, LLC
Bruce	Ferguson Enterprises, LLC
Bruce-Rogers Company	Ferguson Enterprises, LLC
Bruce Supply	Ferguson Enterprises, LLC

Build.com	Fergusn Enterprises, LLC
Build with Ferguson	Ferguson Enterprises, LLC
Buildcom	Ferguson Enterprises, LLC
BuildStore	Ferguson Enterprises, LLC
Cal-Steam	Ferguson Enterprises, LLC
Canyon Pipe & Supply	Ferguson Enterprises, LLC
Capital City Appliance	Ferguson Enterprises, LLC
Capital Distributing	Ferguson Enterprises, LLC
CFP, a Ferguson enterprise	Ferguson Enterprises, LLC
City Lights Design Showroom	Ferguson Enterprises, LLC
Cline Contract Sales	Ferguson Enterprises, LLC
Columbia Pipe	Ferguson Enterprises, LLC
Columbia Pipe & Supply	Ferguson Enterprises, LLC
Crow Company	Ferguson Enterprises, LLC
Custom Lighting & Hardware	Ferguson Enterprises, LLC
D2 Land & Water Resource	Ferguson Enterprises, LLC
Davies Water	Ferguson Enterprises, LLC
Dealernet	Ferguson Enterprises, LLC
Dogwood Building Supply	DBS Holdings, Inc.
Duhig Stainless	Ferguson Enterprises, LLC
eComfort	Power Equipment Direct, Inc.
EdgeStar	Ferguson Enterprises, LLC
EdgeStar	Living Direct, Inc.
Electric Generators Direct	Power Equipment Direct, Inc.
Equarius Waterworks, Meter & Automation Group	Ferguson Enterprises, LLC
Factory Direct Appliance	Ferguson Enterprises, LLC
Faucet.com	Ferguson Enterprises, LLC
FaucetDirect.com	Ferguson Enterprises, LLC
Ferguson Bath & Kitchen Gallery	Ferguson Enterprises, LLC
Ferguson Bath, Kitchen & Lighting Gallery	Ferguson Enterprises, LLC
Ferguson Climate Makers	Ferguson Enterprises, LLC
Ferguson Direct	Ferguson Enterprises, LLC
Ferguson Enterprises	Ferguson Enterprises, LLC
Ferguson Enterprises, LLC of Virginia	Ferguson Enterprises, LLC
Ferguson Enterprises of Montana, LLC	Ferguson Enterprises, LLC
Ferguson Enterprises of Virginia, LLC	Ferguson Enterprises, LLC
Ferguson Facilities Supply	Ferguson Enterprises, LLC
Ferguson Facilities Supply (for Matera Paper -TX only)	Matera Paper Company, Inc.
Ferguson Facilities Supply, Dogwood Building Supply Division	DBS Holdings, Inc.
Ferguson Fire Design PLLC	Ferguson Fire Design, LLC
Ferguson Fire & Fabrication International	Ferguson Enterprises, LLC
Ferguson Fire & Fabrication International	Ferguson Fire & Fabrication, Inc.
Ferguson Full Service Supply	Ferguson Enterprises, LLC
Ferguson FSS	Ferguson Enterprises, LLC
Ferguson Heating & Cooling	Ferguson Enterprises, LLC

Ferguson Hospitality Sales	Ferguson Enterprises, LLC
Ferguson HVAC	Ferguson Enterprises, LLC
Ferguson HVAC – EastWest Air	Ferguson Enterprises, LLC
Ferguson HVAC – Lyon Conklin	Ferguson Enterprises, LLC
Ferguson Industrial	Ferguson Enterprises, LLC
Ferguson Industrial Plastics Division	Ferguson Enterprises, LLC
Ferguson Industrial Plastics and Pump Division	Ferguson Enterprises, LLC
Ferguson Integrated Services	Ferguson Enterprises, LLC
Ferguson International	Ferguson Enterprises, LLC
Ferguson Leasing Company	Ferguson Enterprises, LLC
Ferguson Parts & Packaging	Ferguson Enterprises, LLC
Ferguson Valve & Automation	Ferguson Enterprises, LLC
Ferguson Waterworks	Ferguson Enterprises, LLC
Ferguson Waterworks - Municipal Pipe	Ferguson Enterprises, LLC
Ferguson Waterworks - Red Hed	Ferguson Enterprises, LLC
Ferguson Waterworks EPPCO	Ferguson Enterprises, LLC
Ferguson Waterworks International	Ferguson Enterprises, LLC
Ferguson.com	Ferguson Enterprises, LLC
Ferguson Xpressnet	Ferguson Enterprises, LLC
Founders Kitchen and Bath	Ferguson Enterprises, LLC
FNW	Ferguson Enterprises, LLC
Fresno Pipe	Ferguson Enterprises, LLC
Fresno Pipe & Supply	Ferguson Enterprises, LLC
Frishkorn	Ferguson Enterprises, LLC
Galleria Bath & Kitchen Showplace	Ferguson Enterprises, LLC
GAR Engineering	Ferguson Fire Design, LLC
Geo-Solutions	Ferguson Enterprises, LLC
Gerster Equipment Company	Ferguson Enterprises, LLC
Gotham	Ferguson Enterprises, LLC
Gotham Pipe	Ferguson Enterprises, LLC
Gotham Pipe Supply	Ferguson Enterprises, LLC
Grand Junction Pipe	Ferguson Enterprises, LLC
Grove Supply	Ferguson Enterprises, LLC
Guarino Distributing	Ferguson Enterprises, LLC
Harway Appliances	Ferguson Enterprises, LLC
Henry Kitchen & Bath	Ferguson Enterprises, LLC
Henry Plumbing Kitchen & Bath Galleries	Ferguson Enterprises, LLC
Henry Plumbing Supply	Ferguson Enterprises, LLC
High Country Plumbing Supply	Ferguson Enterprises, LLC
Hot Water Products	Ferguson Enterprises, LLC
Hot Water Sales and Associates	Ferguson Enterprises, LLC
HP Products	Ferguson Enterprises, LLC
Independent Pipe & Supply Corp.	Ferguson Enterprises, LLC
Industrial Hub of the Carolinas	Ferguson Enterprises, LLC
Innovative Soil Solutions	Ferguson Enterprises, LLC

J&G Products, a Ferguson Enterprise	Ferguson Enterprises, LLC
J.D. Daddario Company	Ferguson Enterprises, LLC
Joseph G. Pollard Co.	Ferguson Enterprises, LLC
JWIT Hydrotherapy Bath Solutions	Safe Step Walk In Tub, LLC
Karl's Appliances	Ferguson Enterprises, LLC
Kennedy Companies	Ferguson Enterprises, LLC
Kennedy Culvert & Supply	Ferguson Enterprises, LLC
Kennedy Water Works	Ferguson Enterprises, LLC
Kern Pipe	Ferguson Enterprises, LLC
Kern Pipe & Supply	Ferguson Enterprises, LLC
Kitchen Art	Ferguson Enterprises, LLC
Kitchen Art of South Florida	Ferguson Enterprises, LLC
Light Innovations	Ferguson Enterprises, LLC
Lighting and Appliance	Ferguson Enterprises, LLC
Lighting Design Center	Ferguson Enterprises, LLC
Lighting Plus	Ferguson Enterprises, LLC
Lighting Unlimited	Ferguson Enterprises, LLC
Lightingdirect.com	Ferguson Enterprises, LLC
Lincoln Products	Ferguson Enterprises, LLC
Linwood Pipe and Supply	Ferguson Enterprises, LLC
Louisiana Utilities Supply Company	Ferguson Enterprises, LLC
LUSCO	Ferguson Enterprises, LLC
Lyon Conklin	Ferguson Enterprises, LLC
Lyon Conklin & Co., Inc.	Ferguson Enterprises, LLC
Lyon Conklin, a Ferguson Enterprise	Ferguson Enterprises, LLC
Maddux Supply Company	Ferguson Enterprises, LLC
Matera Paper	Ferguson Enterprises, LLC
Matera Paper Company	Ferguson Enterprises, LLC
McFarland Supply	Ferguson Enterprises, LLC
Meyer Appliance	Ferguson Enterprises, LLC
MFP Design	Ferguson Fire & Fabrication, Inc.
MFP Design	Ferguson Enterprises, LLC
Michigan Meter	Ferguson Enterprises, LLC
Midwest Pipe & Supply, a Ferguson enterprise	Ferguson Enterprises, LLC
Mission Valley Pipe	Ferguson Enterprises, LLC
Mission Valley Pipe & Supply	Ferguson Enterprises, LLC
Mississippi Utility Supply Co. (MUSCO)	Ferguson Enterprises, LLC
Myers HVAC Supply	Power Equipment Direct, Inc.
National Fire Products	Ferguson Fire & Fabrication, Inc.
Old Dominion Supply	Ferguson Enterprises, LLC
Parnell Martin Companies	Ferguson Enterprises, LLC
PCS Industries	HP Products Corporation
Pebbles Supply Corporation	Ferguson Enterprises, LLC
Pipelines	Ferguson Enterprises, LLC
Pipelines of PA	Ferguson Enterprises, LLC

PL Sourcing, Inc.	Ferguson Enterprises, LLC
Plumb Source	Ferguson Enterprises, LLC
Plumbers Supply Company	Ferguson Enterprises, LLC
Plumbers Supply Company of St. Louis	Ferguson Enterprises, LLC
Plumbing Décor, a Wolseley Company	Ferguson Enterprises, LLC
Plumbing Supply Now	Ferguson Enterprises, LLC
Pollardwater	Ferguson Enterprises, LLC
Powell Pipe & Supply Co.	Ferguson Enterprises, LLC
Power Equipment Direct	Power Equipment Direct, Inc.
Power Process Equipment	Ferguson Enterprises, LLC
Pressure Washers Direct	Power Equipment Direct, Inc.
Professional's Bath Source	Ferguson Enterprises, LLC
Pullsdirect.com	Ferguson Enterprises, LLC
PV Sullivan Supply	Ferguson Enterprises, LLC
Ramapo Wholesalers	Ferguson Enterprises, LLC
Redlon & Johnson	Ferguson Enterprises, LLC
Reese Kitchen, Bath & Lighting Gallery	Ferguson Enterprises, LLC
Rencor Controls	Ferguson Enterprises, LLC
Renwes Sales	Ferguson Enterprises, LLC
Robertson Supply	Ferguson Enterprises, LLC
Rybak Engineering	Ferguson Fire & Fabrication, Inc.
S.W. Anderson	Ferguson Enterprises, LLC
Schell Supply Corporation	Ferguson Enterprises, LLC
Securevision	Ferguson Enterprises, LLC
Securevision of America	Ferguson Enterprises, LLC
SG Supply Co.	Ferguson Enterprises, LLC
Ship-Pac	HP Products Corporation
Signature Hardware	Clawfoot Supply, LLC
SOS Sales	Ferguson Enterprises, LLC
Southwest Geo-Solutions	Ferguson Enterprises, LLC
Stevens Supply Corporation	Ferguson Enterprises, LLC
Stockton Pipe	Ferguson Enterprises, LLC
Stockton Pipe & Supply	Ferguson Enterprises, LLC
Sump Pumps Direct	Power Equipment Direct, Inc.
Sunstate Meter & Supply	Ferguson Enterprises, LLC
Tacoma Heavy Goods	Ferguson Enterprises, LLC
Tarpon Wholesale Supplies	Ferguson Enterprises, LLC
Templeton & Associates	Ferguson Enterprises, LLC
Templeton & Associates Equipment Sales	Ferguson Enterprises, LLC
TEMSCO	Ferguson Enterprises, LLC
The Ar-Jay Center	Ferguson Enterprises, LLC
The Davidson Group	Ferguson Enterprises, LLC
The Kitchen Showcase	Ferguson Enterprises, LLC
The Parnell Martin Companies	Ferguson Enterprises, LLC
The Plumbing Source	Ferguson Enterprises, LLC

The Stock Market	Ferguson Enterprises, LLC
TPW Kitchen & Bath	Ferguson Enterprises, LLC
Triton Environmental	Ferguson Enterprises, LLC
Uncle Sam Piping Solutions	Ferguson Enterprises, LLC
United Water Works	Ferguson Enterprises, LLC
Vena Designs	James Martin Signature Vanities, LLC
Wallwork	Ferguson Enterprises, LLC
Wallwork Bros.	Ferguson Enterprises, LLC
Warner Supply Corporation	Ferguson Enterprises, LLC
Waterworks Industries	Ferguson Enterprises, LLC
Water Pumps Direct	Power Equipment Direct, Inc.
Water Works Supply	Ferguson Enterprises, LLC
Webb Distributors	Ferguson Enterprises, LLC
Westburne Supply	Ferguson Enterprises, LLC
Western Air Supply	Ferguson Enterprises, LLC
Westfield Lighting	Ferguson Enterprises, LLC
Wolseley Financial Services	Ferguson Enterprises, LLC
Wolseley Industrial Group	Ferguson Enterprises, LLC
WPCC Forwarding	Ferguson Enterprises, LLC
Wright Plumbing Supply	Ferguson Enterprises, LLC

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26-0128 Ferguson Waterworks, LLC

Final Audit Report

2026-04-17

Created:	2026-04-14
By:	Erika Quintana (efquintana@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARf6nsuOCtr94plxSMwxcnZyXtLUyL6xp

"26-0128 Ferguson Waterworks, LLC" History

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