



FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218
www.fairfaxwater.org

Agreement

Contract Title: Purchase of Fire Hydrants

This Contract 2025-117 is made and entered into this 29 day of September 2025, the date the Agreement is fully executed by Fairfax County Water Authority, a political subdivision of the Commonwealth of Virginia, operating as Fairfax Water (“FW”), by and between FW and Ferguson Enterprises LLC, dba Ferguson Waterworks (“Contractor”), whose address is: 751 Lakefront Commons, Newport News, VA, 23606.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. Scope of Work:

The Scope of Work for this Contract generally is described as to provide Fire Hydrants (“the Work”), as set forth in greater detail in Attachment A, Overview, General Requirements & Scope Of Work.

2. Contract Price:

The Contract Price shall be as set forth in Attachment B, Compensation Schedule.

FW will not compensate the Contractor for any Work beyond that included in Attachment B unless the additional Work is covered by a written Amendment to this Contract.

The Contract Prices set forth in Attachment B include all costs, expenses, including reimbursable expenses, to provide the Work described in this Contract.

3. Contract Documents:

The documents which form the entire Contract between FW and the Contractor (“Contract Documents”) are as defined either in this Contract or in the Invitation for Bid, and are as set forth below.

3.1. In the case of a conflict, the order of precedence shall be as follows:

- 3.1.1. Agreement and all modifications properly incorporated in the Agreement
- 3.1.2. Attachment A – Overview, General Requirements & Scope of Work
- 3.1.3. Attachment B – Compensation Schedule
- 3.1.4. Attachment C – Standard Terms and Conditions
- 3.1.5. Attachment D – Certificate(s) of Insurance
- 3.1.6. IFB/Associated Documents

- 3.2. All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.
- 3.3. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- 3.4. The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

4. Definitions:

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

5. Contract Term:

5.1. The term of the Contract shall commence on the date the Contract is fully executed by FW and expiring on December 31, 2026 (Contract Term).

5.2. This Contract may not be renewed. If funding is not available to complete orders during the Contract Term, FW reserves the right to renew the Contract until all orders have been received.

6. Non-Appropriation:

All funds for payments by FW under any Contract awarded are subject to the availability of an annual appropriation for this purpose by FW. In the event of non-appropriation of funds by the FW for the Work provided under the Contract, FW will terminate the Contract, without termination charge or other liability to FW, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Work covered by this Contract is spent, whichever event occurs first. FW will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of FW, and FW shall not order any Work to be provided after such termination date.

7. Right to Terminate Contract:

FW has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Standard Terms and Conditions.

8. Direction to Proceed:

8.1. For Work to be performed by Contractor under this Contract, the Procurement Department will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Department, and if it does so FW will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of FW other than the Procurement Department, or properly authorized designee, has authority to make any purchases or otherwise bind FW contractually. If a Purchase Order is issued by anyone other than the Procurement Department, it shall be the responsibility of the Contractor to confirm the authority of that person to bind FW. Provided, however, if the Contractor has received from the Procurement Manager prior written confirmation of a person's authority to bind FW, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

8.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, FW through the Procurement Manager, or authorized designee, may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular FW working day following issuance of such FW directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to FW such emergency Work by 5:00 P.M. on the next regular FW working day following commencement of such emergency Work.

10. Applicable to the Additional Materials; Estimated Quantities; No Guaranteed Minimum:

During the Contract Term, the Contractor shall furnish all of the Work described in the Contract Documents. The Contractor understands and agrees that there are no guaranteed minimum purchases for the Additional Materials and that FW has no obligation to the Contractor if no, or fewer, items or Work than any quantities estimated for the Additional Materials are required or requested by FW. Any quantities which are included in the Contract for the Additional Materials are the reasonable present expectations of those who are planning for FW for the term of Contract. The Additional Materials amount is only an estimate and the Contractor understands and agrees that FW is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that FW may require Work in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth for the Additional Materials in this Contract.

11. Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by FW, all in accordance with the provisions of the Standard Terms and Conditions.

12. Assignment of Interest:

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of FW, which FW shall be under no obligation to grant.

13. Notices:

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To the Contractor:

Peter Hutchins
Outside Sales
13900 Lowe Street
Chantilly, VA 20151

To FW:

Elizabeth B. Dooley, CPPO, CPPB
Procurement Manager
8570 Executive Park Ave
Fairfax, VA 22031

14. Governing Law; Venue, Waiver of Jury Trial:

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

15. Binding Agreement:

FW and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

Signatures Appears on Following Page

Fairfax County Water Authority
8570 Executive Park Avenue
Fairfax, Virginia 22031

Ferguson Enterprises LLC., dba Ferguson Waterworks
751 Lakefront Commons
Newport News, VA, 23606

Procurement Contact:

Daniel W. Gardner
Phone: 703-289-6247
Email: dgardner2@fairfaxwater.org

Contractor Contact:

Peter Hutchins
Phone: 540-247-0627
Email: peter.hutchins@ferguson.com

By: Signed by:
Jamie Bain Hedges
EAC27521788041D...
Name: Jamie Bain Hedges, P.E.
Title: General Manager
Date: 9/29/2025

By: Signed by:
Greg Leonard
0067470AEE0241B...
Name: Greg Leonard
Title: General Manager
Date: 9/29/2025

Attachments:

- Attachment A Overview, General Requirements & Scope of Work
- Attachment B Compensation Schedule
- Attachment C Standard Terms and Conditions
- Attachment D Certificate(s) of Insurance

END OF AGREEMENT

ATTACHMENT A – OVERVIEW, GENERAL REQUIREMENTS & SCOPE OF WORK

1.1 Overview

Contractor shall provide FW with the Fire Hydrants described herein. Contractor shall deliver the Fire Hydrants from Contractor stock to FW within a number of calendar days after receipt of order (ARO) for delivery, as specified for Lot A – Fire Hydrants. Contractor is responsible for maintaining a minimum stock level sufficient to meet the requirements of the FW Project Officers for ordering.

FW will issue a purchase order for the Core Materials. FW Project Officers will then order deliveries in writing, referencing applicable purchase order number, and such written orders shall be confirmed by the Contractor not later than the next business day after the written order. Each confirmation shall provide a delivery date meeting the delivery requirements of Lot A – Fire Hydrants.

Upon receipt by FW, Core Materials will be inspected for conformance with the Contract Documents. After acceptance by FW, payment will be made according to Section 3.20 – Payment.

FW may require Additional Materials beyond that of the Core Materials (hereafter, the Additional Materials). These Additional Materials shall be priced according to the unit prices of Lot B - As-Needed Fire Hydrants and, shall be delivered according to the lead time in number of calendar days after receipt of order listed for Lot B - As-Needed Fire Hydrants. Orders shall be made in accordance with Section 3.29, Contractor Selection and Award of Individual Contracts.

1.2 General Requirements

A. Contractor shall provide FW with new, brand name only Fire Hydrants, as specified in FW’s Approved Products List (APL), latest version. FW designates particular products for use. The particular products include those specified in the following Lots, with corresponding APL References incorporated herein.

Lot	Description	APL Reference
A	Fire Hydrants	Fire Hydrants, p. 30
B	As-Needed Fire Hydrants	Fire Hydrants, p. 30

B. FW has established procedures for the review of and approval of products used in the water system. All products considered for use in the water system must be reviewed and approved by the Product Review Committee prior to being included in the Approved Products List (APL). This IFB does not allow for the consideration of approved equals; nor does this IFB allow for new requests to the Product Review Committee after the public posting of this IFB.

C. FW may withdraw any approval as a result of a design change, field observation, testing, product failure, or other factors which, in FW’s opinion, warrant such withdrawal. Any such withdrawal which takes place after the public posting of this IFB shall be referenced by incorporation in an Amendment to the Contract Documents, with immediate effect.

D. Design and performance specifications of approved products are delimited by the APL. The specifications list manufacturers whose products have been tested and approved for use by Fairfax Water. If any modifications, changes, or alterations have been made by the manufacturer to previously approved products after product approval, the revised product is not

considered to be approved for acceptance under this IFB and will require approval prior to acceptance as an approved product.

- E. A summary file with columns for Serial Numbers, FW Contract Number, FW Purchase Order Number and Purchase Order Date in a Microsoft excel format shall be supplied to the FW Project Officer within 5 calendar days of FW issuance of a Purchase Order. The summary file shall also be updated with a delivery date promise and submitted to the FW Project Officer the next calendar day after any Core Materials or Additional Materials are shipped.

1.3 Scope of Work

- A. Contractor shall provide all materials, parts, and all other items or services necessary to perform all Work described in this solicitation. The Work shall include the following Lots:

Lot	Description	APL Reference
A	Fire Hydrants	Fire Hydrants, p. 30
B	As-Needed Fire Hydrants	Fire Hydrants, p. 30

- B. All products ordered shall be supplied with the appropriate accessories. The Contractor shall be responsible for calculating the number and sizes of accessories to be supplied with each order.
- C. Requirements shall be particular to the Lot as specified herein.

1.4 Requirements for Fire Hydrants

- A. Delivery shall be required by drop shipment of either full loads or short loads, as scheduled by the FW Project Officer, as specified on each Purchase Order, and not later than a Not To Exceed Number of Calendar Days ARO to Delivery at FW of 140 calendar days.
- B. References.
 - 1. The FW APL, latest version. Comply with the provisions of the following sections of the APL, as applicable:
 - a. Ductile Iron Pipe.
 - b. Push-On Joints.
 - c. Restrained Joints.
 - d. Ductile Iron Restraining Glands and Gaskets..
 - e. Polyethylene Tubing.
- C. Ductile Iron Pipe and Accessories Standards.
 - 1. Shall comply with all federal, state and local legislation, including the Public Law 111-380, Reduction of Lead in Drinking Water Act.
- D. Design and Performance Specifications shall include technical requirements of the products, consisting of, but not limited to, material type, dimensions, and conditions.
 - 1. Push-On Joint Ductile Iron Pipe.
 - a. Shall have pipe materials meeting the requirements of ANSI/AWWA C151/A21.51.
 - b. Shall have nominal laying length of 18 or 20 feet. Overruns and underruns are not acceptable and shall be subject to rejection as described in Section 2.7 – Conditions of Materials on Delivery. FW may require, at no additional liability to Contractor, in-process quality control measures, including but not limited to Contractor measurement and recording of laying lengths in excel files with photographs sent to and subject to

approval or rejection by the FW Project Officer prior to Contractor shipment for delivery.

- c. Shall have minimum wall thickness of Class 52, all sizes.
- d. Shall have pipe markings meeting applicable requirements of ANSI/AWWA C151/A21.51.
- e. Shall stencil in white letters on all goods as follows: Weight, class designation, and casting period; Coting or lining applicator name or trademark if different than manufacturer; serial number or other identification used to track goods through manufacturing process and appear on appropriate test reports.
- f. Shall on gauged pipe mark pipe meeting outside diameter tolerance for joints with 4-inch wide green band painted on pipe barrel.
- g. Shall include the word Zinc with markings, when Zinc is specified on a Purchase Order.
- h. Shall have cement mortar lining with double thickness with seal coat meeting the requirements of ANSI/AWWA C104/A21.4.
- i. Shall have exterior Zinc coating of pipe exterior in accordance with ISO 8179 with finishing layer of standard shop-applied bituminous topcoat, when Zinc is specified on a Purchase Order.

2. Restrained Joint Ductile Iron Pipe.

- a. Shall have pipe materials meeting the requirements of ANSI/AWWA C151/A21.51.
- b. Shall have nominal laying length of 18 or 20 feet. Overruns and underruns are not acceptable and shall be subject to rejection as described in Section 2.7 – Conditions of Materials on Delivery. FW may require, at no additional liability to Contractor, in-process quality control measures, including but not limited to Contractor measurement and recording of laying lengths in excel files with photographs sent to and subject to approval or rejection by the FW Project Officer prior to Contractor shipment for delivery.
- c. Shall have minimum wall thickness of Class 52, all sizes.
- d. Shall have pipe markings meeting applicable requirements of ANSI/AWWA C151/A21.51.
- e. Shall stencil in white letters on all goods as follows: Weight, class designation, and casting period; Coting or lining applicator name or trademark if different than manufacturer; serial number or other identification used to track goods through manufacturing process and appear on appropriate test reports.
- f. Shall on gauged pipe mark pipe meeting outside diameter tolerance for joints with 4-inch wide green band painted on pipe barrel.
- g. Shall include the word Zinc with markings, when Zinc is specified on a Purchase Order.
- h. Shall have cement mortar lining with double thickness with seal coat meeting the requirements of ANSI/AWWA C104/A21.4.
- i. Shall have exterior Zinc coating of pipe exterior in accordance with ISO 8179 with finishing layer of standard shop-applied bituminous topcoat.
- j. Restrained push-on joints shall be in accordance with ANSI/AWWA C111/A21.11.
- k. Shall have minimum pressure rating of 350 PSI for 24-inch and 250 PSI for 30-inch through 48-inch, when Zinc is specified on a Purchase Order.
- l. When specified on a purchase order by FW, gauged pipe shall be measured by the manufacturer using a mold and checking for tolerances for uniformity along its length and conform to the industry standard for gauged pipe.

3. Polyethylene Tubing.
 - a. Shall have materials meeting the requirements of ANSI/AWWA C105/A21.5.
 - b. Shall be constructed with seamless 8 mil (0.2 mm) thick linear low-density co-extruded V-Bio enhanced polyethylene.
 - c. Shall have flat tube form with minimum width based on normal pipe diameter.
 - d. Packaging and labeling shall include sealed rolls of a uniform length. Length shall be clearly marked on the exterior of each packaging unit.
 - e. Restraining gaskets shall meet requirements of ANSI/AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - f. Restraining gaskets shall be an approved manufacturer and model:
 - i. American - Fast Grip Gasket (16" and under)
4. Accessories for Pipe.
 - a. All pipe shall be supplied with the appropriate accessories.
 - b. Accessories shall include gaskets and pipe lubricant for push-on joint pipe.
 - c. Accessories shall include gaskets, pipe lubricant, locking segments and spacers for restrained joint pipe.
5. Ductile Iron Pipe shall be an approved manufacturer and model:
 - a. American.
6. Push-On Joints for Pipe shall be an approved manufacturer and model:
 - a. American – Fastile Joint Pipe
 - b. FKM/Viton Gaskets:
 - a. Champion Sales & Manufacturing, Inc.
 - b. Specification Rubber Products, Inc.
 - c. Atlantic Gasket Corporation
7. Restrained Joints for Pipe shall be an approved manufacturer and model:
 - a. American – Lok-Ring Joint, Flex Ring
 - b. FKM/Viton Gaskets:
 - i. Champion Sales & Manufacturing, Inc.
 - ii. Specification Rubber Products, Inc.
 - iii. Atlantic Gasket Corporation
8. Restraining Glands & Gaskets for Pipe shall be an approved manufacturer and model:
 - a. EBAA Iron, Inc.- Megalug Series 1100 (EBBA Seal Gasket as manufactured by EBBA Iron, Inc. required with this gland)
 - b. EBAA Iron, Inc.- Series 1100TDM Tandem Megalug
 - c. SIGMA Corporation - One-Lok with epoxy coating
 - d. SIGMA Corporation - One-Lok Model T-SLDE with CORRSafe coating
 - e. Ford Meter Box Company, Inc. - 1400 Uniflange
 - f. Tyler Union (McWane, Inc.) - Series 1000 TLD-DUCTILE TUFGRIP
 - g. Smith-Blair, Inc. - Cam Lock Model 111 (DIP)
 - h. Infact Corporation - Foster Adaptors with epoxy coating
 - i. SIGMA Corporation - Ductile Iron Mechanical Joint Connector with E-Coat coating
 - j. Star Pipe Products - Stargrip Series 3000 and MJ x MJ Adapter Series 100 (3" to 36" only)

- k. Gasket: American - Fast Grip Gasket (16" and under)
- l. FKM/Viton Gasket: Champion Sales & Manufacturing, Inc.
- m. FKM/Viton Gasket: Specification Rubber Products, Inc.
- n. FKM/Viton Gasket: Atlantic Gasket Corporation

- 9. Polyethylene Tubing shall conform to the technical requirements:
 - a. Seamless 8 mil (0.2 mm) thick linear low-density co-extruded V-Bio enhanced polyethylene. White or blue color.
 - b. Flat tube form, minimum width based on normal pipe diameter.
 - c. 2 ft. (600mm) overlap between sections.

E. The Scope of Work for Lot A includes the following Contract Items with corresponding Descriptions and FW Material Numbers.

Contract Item	Description	FW Material Numbers
1	Pipe,Ductile Iron,10",CL 52,Zinc	29999
2	Pipe,Ductile Iron,12",CL 52,Zinc	30001
3	Pipe,Ductile Iron,14",CL 52,Zinc	30003
4	Pipe,Ductile Iron,16",CL 52,Zinc	30005
5	Pipe,Ductile Iron,20",CL 52,Zinc	30007
6	Pipe,Ductile Iron,24",CL 52,Zinc	30009
7	Pipe,Ductile Iron,30",CL 52,Zinc	30011
8	Pipe,Ductile Iron,36",CL 52,Zinc	30013
9	Pipe,Ductile Iron,4",CL 52,Zinc	29993
10	Pipe,Ductile Iron,42",CL 52,Zinc	30015
11	Pipe,Ductile Iron,48",CL 52, Zinc	30017
12	Pipe,Ductile Iron,6",CL 52,Zinc	29995
13	Pipe,Ductile Iron,8",CL 52,Zinc	29997
14	Polytube,V-Bio,12"DIP,27"Layflat	28680
15	Polytube,V-Bio,16"DIP,41"LayFlat	28681
16	Polytube,V-Bio,20"-24"DIP,54"LayFlat	28682
17	Polytube,V-Bio,3"-8"DIP,20"LayFlat	28679
18	Polytube,V-Bio,30"DIP,67"LayFlat	28683
19	Polytube,V-Bio,36"-42"DIP,81"LayFlat	28684
20	Polytube,V-Bio,48"DIP,95" Layflat	28685
21	Pipe,Ductile Iron,24",CL 52,Non-Zinc	1144
22	Pipe,Ductile Iron,30",CL 52,Non-Zinc	N/A
23	Pipe,Ductile Iron,36",CL 52,Non-Zinc	N/A
24	Pipe,Ductile Iron,42",CL 52,Non-Zinc	N/A
25	Pipe,Ductile Iron,48",CL 52,Non-Zinc	30017
26	4" Ductile Iron Pipe Restraining Gasket	N/A
27	6" Ductile Iron Pipe Restraining Gasket	N/A
28	8" Ductile Iron Pipe Restraining Gasket	N/A
29	10" Ductile Iron Pipe Restraining Gasket	N/A
30	12" Ductile Iron Pipe Restraining Gasket	N/A
31	14" Ductile Iron Pipe Restraining Gasket	N/A

Contract Item	Description	FW Material Numbers
32	16" Ductile Iron Pipe Restraining Gasket	N/A
33	24" Ductile Iron Pipe Restraining Gasket	N/A
34	24" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	N/A
35	30" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	N/A
36	36" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	N/A
37	24" Ductile Iron Pipe, Class 52, Restrained Joint, Non-Zinc	N/A
38	30" Ductile Iron Pipe, Class 52, Restrained Joint, Non-Zinc	N/A
39	36" Ductile Iron Pipe, Class 52, Restrained Joint, Non-Zinc	N/A
40	42" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	N/A
41	48" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	N/A
42	42" Ductile Iron Pipe, Class 52, Restrained Joint, Non-Zinc	N/A
43	48" Ductile Iron Pipe, Class 52, Restrained Joint, Non-Zinc	N/A

F. The Scope of Work for Lot A may from time to time be modified by FW to add similar Ductile Iron Pipe and Accessories. If FW so modifies the Scope of Work, Contractor shall apply a 15% discount from Contractor Catalog Price to the Compensation Schedule. Similar Ductile Iron Pipe and Accessories shall be priced according to a 15% discount from Contractor Catalog Price to the Compensation.

1.5 Access to Manufacturing Plant and Contractor Warehouse

FW reserves the right to inspect and monitor the production of the materials being furnished under this contract. The Contractor shall provide access to all of the Contractor and manufacturer's production, testing, storage, operation, and other areas if, and when, requested by FW representative.

1.6 Packaging

All goods shall be packaged in a manner to prevent damage during shipping and unloading.

1.7 Conditions of Material on Delivery

All materials shall be protected to insure against damage while in transit. All materials shall be in new and undamaged condition upon delivery. Materials found damaged or otherwise found unsuitable will be rejected. The supplier shall be responsible for replacing all rejected materials, including all shipping cost.

1.8 Delivery Locations

Orders placed by FW will normally be for delivery within Fairfax County. Orders may be delivered to working job sites. An address for delivery will be provided by FW with each order. FW reserves the right to have orders delivered outside of the County for storage purposes.

1.9 Packing List

A packing list shall accompany every shipment. The absence of a packing slip or required shipping order information may cause refusal of the shipment. The packing list shall contain: Purchase Order number, Delivery release number, item description, quantity shipped, quantity ordered, and quantity backordered (if any).

1.10 Estimated Quantities

Requirements for Ductile Iron Pipe and Accessories shall not be construed to represent an amount which FW shall be obligated to purchase. The exact amounts of Ductile Iron Pipe and Accessories ordered may be more or less, subject to actual needs.

END OF ATTACHMENT A

Contract No. 2025-117
Attachment B - Compensation Schedule
Lot A - Fire Hydrants

Contract Item	Description	FW Material Numbers	Quantities	Unit Price
1	Hydrant,Bury,5-1/4 x 3'	902	2	\$2,721.79
2	Hydrant,Bury,5-1/4 x 3-1/2'	892	2	\$2,788.05
3	Hydrant,Bury,5-1/4 x 4'	893	15	\$2,898.46
4	Hydrant,Bury,5-1/4 x 4-1/2'	894	30	\$2,965.65
5	Hydrant,Bury,5-1/4 x 5'	895	30	\$3,032.99
6	Hydrant,Bury,5-1/4 x 5-1/2'	896	20	\$3,100.24
7	Hydrant,Bury,5-1/4 x 6'	897	10	\$3,167.40
8	Hydrant,Bury,5-1/4 x 6-1/2'	898	5	\$3,234.82
9	Hydrant,Bury,5-1/4 x 7'	899	2	\$3,301.98
Contract Value: \$				350,912.64

Lot B - As-Needed Fire Hydrants

Contract Item	Description	FW Material Numbers	Unit Price
1	Hydrant,Bury,5-1/4 x 3'	902	\$2,827.51
2	Hydrant,Bury,5-1/4 x 3-1/2'	892	\$2,896.34
3	Hydrant,Bury,5-1/4 x 4'	893	\$2,965.42
4	Hydrant,Bury,5-1/4 x 4-1/2'	894	\$3,034.15
5	Hydrant,Bury,5-1/4 x 5'	895	\$3,103.06
6	Hydrant,Bury,5-1/4 x 5-1/2'	896	\$3,171.85
7	Hydrant,Bury,5-1/4 x 6'	897	\$3,240.56
8	Hydrant,Bury,5-1/4 x 6-1/2'	898	\$3,309.55
9	Hydrant,Bury,5-1/4 x 7'	899	\$3,378.26

End of Attachment B - Compensation Schedule

ATTACHMENT C – STANDARD TERMS AND CONDITIONS

3.1 Drug-Free Workplace

During the Contract term, Contractor agrees to (i) provide a drug-free workplace for Contractor employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor, subconsultant, or vendor. For purposes hereof, a “drug-free workplace” shall mean the site for the performance of the Work contemplated hereby.

3.2 Non-Discrimination by Contractor

Contractor covenants and agrees as follows:

- A. During the Term, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

Contractor will include the provisions of the foregoing Sections 3.2(A), (B), and (C) in every subcontract, subconsulting agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

3.3 Non-Discrimination by FW

FW represents and warrants that it does not discriminate against faith-based organizations.

3.4 No Employment of Unauthorized Aliens

Contractor hereby covenants and agrees that it does not, and shall not during the term of this Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

3.5 Right of Audit

Contractor covenants and agrees to retain all books, records, and other documents (electronic or otherwise) relating this Contract (the “Project Records”) for at least five (5) years after final payment hereunder. Project Records will be deemed to exclude books, records, and other documents if and to the extent they are protected by the attorney-client privilege. FW and its authorized agents (the

“Auditing Parties”) shall have full access to and the right to examine the Project Records upon written request at any time, and from time to time, during the term of this Contract and for a period of five (5) years thereafter. Contractor hereby covenants and agrees that, within 10 days after it receives written notice from an Auditing Party, it will make the Project Records available for inspection and copying by such Auding Party during Contractor regular business hours, with copies being provided at a reasonable cost payable by the Auditing Party. Any failure on the part of Contractor to comply with the provisions of this Section will constitute a breach of the Contract and, regardless of whether such failure occurs during the term of the Contract, or within the five-year period commencing on the date of final payment hereunder, will constitute sufficient grounds for debarment Contractor. Contractor hereby agrees that it will pay and be responsible for all costs and expenses (including court costs and attorneys’ fees) incurred by an Auditing Party in enforcing this provision.

3.6 Dispute Resolution Process

Contractual claims, whether for money or for other relief, will be submitted in writing to FW not later than 60 days after final payment; provided however, that written Notice of Contractor intention to file such claim must:

- A. Be delivered to the attention of FW’s Procurement Manager, at the address shown in the Notice provisions of the Contract, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
- B. Contain a reasonably detailed description of the basis of the claim.

Contractor failure to comply with the foregoing requirements will result in a waiver of the claim. FW will make a written decision upon any such claim within 60 days after submittal of the claim. Contractor will not institute legal action prior to receipt of FW’s decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless Contractor initiates legal action as provided in § 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in Contractor being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW’s failure to render a decision within the time allotted will be Contractor right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Virginia Code has been established for contractual claims under this Contract.

3.7 Antitrust

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to FW all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by FW.

3.8 Arrearage

During the term of the Contract, the Contractor shall not be in arrears in the payment of any obligation due and owing FW, the Commonwealth of Virginia, or any public body in the Commonwealth of Virginia, including but not limited to any obligation to pay taxes and/or employee benefits.

3.9 Compliance with Laws, Regulations and Codes

The Contractor hereby represents and warrants that:

- A. It is qualified and properly licensed to do business in the Commonwealth of Virginia and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

3.10 Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent, or employee of FW either before or after the execution of any Contract resulting from this solicitation or following negotiations, shall affect or modify any of the terms, conditions, Specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the Procurement Contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Procurement Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Officer.
- B. Changes can be made to the Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 - 2. FW may order changes within the general scope of the Contract at any time by Notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the Notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present FW with all vouchers and records of expenses incurred and savings realized. FW shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by

Notice to the Procurement Department. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by FW or with the performance of the Contract generally.

3.11 Contractor Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required by this IFB. The use of subcontractors is prohibited unless:
 - 1. A request to include a subcontractor is included in the Bid; and,
 - 2. The Bidder receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties; or,
 - 3. The Contractor receives approval to use a subcontractor if FW at its sole discretion determines subcontractor approval would expedite the fulfillment of the products/services as required by this IFB.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the Contract. subcontractors will be approved only when both the Contractor and the subcontractor meet the qualifications to provide quality control and assurance of the subcontracted work.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non -FW property as a result of its failure, or its subcontractor failure to protect such facilities and utilities.
- D. The Contractor, at its sole expense, shall immediately repair or replace FW property damaged by (or caused by) the Contractor or its subcontractor(s). Replacements will be of equal or better quality than the property damaged property, and all such work must be approved by FW Project Officer.

3.12 Delivery Requirements

For the Fire Hydrants, Contractor shall fulfill delivery according to the delivery requirements of the Lot. Failure to honor delivery schedules (including partial deliveries) may result in damages to FW. FW may at its own option and convenience cure late, partial, or missing deliveries in any manner that best resolves the shortage. If Contractor reports a delivery will be made after the required delivery date, or if Contractor delivery does not arrive on its required delivery date, FW shall have the right to refuse acceptance of such late deliveries without liability to the Contractor, and to procure the Fire Hydrants from a secondary or subsequent Contract awarded as a result of this solicitation, or from the open market, or any other method that best suits FW.

- A. By submitting a Bid in response to this solicitation, the Bidder guarantees delivery of Contract items within the timeframe specified herein and not later than as indicated in the Bidders Bid Submission Form. Failure to deliver within the time specified, or as amended in writing by FW, or failure to make replacements of rejected Contract items, shall constitute a breach of Contract and may be grounds for a declaration of default in addition to any other remedies FW may be entitled to.
- B. National Terrorism Advisory System: If the National Terrorism Advisory System places the water / wastewater industry on an Elevated Alert or Imminent Alert, all deliveries shall be between the hours 7:30 a.m. and 2:00 p.m., Monday through Friday unless specially requested

by the plant. As each delivery leaves the Contractor yard, the Plant is to be advised as to the driver's name and trailer number and estimated arrival time. Upon arrival, the driver will be required to show photo ID and the trailer number will be checked and verified before delivery is allowed on site. Failure to follow these procedures may result in a refusal of the delivery at the Contractor risk and expense. FW may add additional screening requirements if an Elevated Alert or Imminent Alert is in place.

3.13 Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this solicitation, are proper and in accordance therewith.

3.14 Examination of Records

Contractor agrees that during the Contract term, either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting Contract. This obligation shall expire five years after the final payment for the final service performed as a result of this Contract, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so, required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

3.15 Indemnification and Responsibility for Claims and Liability

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- B. FW has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the Contract, against the Contractor or its subcontractors as a result of or relating to the Contractor obligations under this Contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor obligations under this Contract.
- D. The Contractor shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting Contract and shall save FW harmless from any loss, including Attorneys' fees arising out of any such claim.

3.16 No Waiver or Estoppel

Neither the inspection by FW nor any of its employees, nor any payment of money, nor payment for, nor acceptance of any Commodity by FW, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies provided in this Contract to FW shall be construed as

cumulative and shall be in addition to each and every other remedy herein provided. Neither FW, nor any officer, employee, or authorized representative of FW, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract by any officer, employee or authorized representative of the Owner, at any time either before or after final completion and acceptance of the Work and payment therefore from: (a) showing the true and correct classification, amount, quality, or character of the Commodities delivered, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Commodities or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any overpayment made to the Contractor or such damages as FW may sustain by reason of the Contractor failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

3.17 Pass-through Price Increases and Decreases

FW will not allow Pass-Through Price Increase and Decreases for any resultant Contracts of this solicitation, as any resultant Contracts will not be annually renewable Contracts.

3.18 Payment Clauses Required in All Contracts

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

A. That any Contract Awarded by FW include the following clauses:

1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by FW for work performed by any subcontractor(s) under the Contract:
 - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under that contract; or
 - b. Notify FW and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor payment with the reason for nonpayment.
2. Bidders shall include in their offer submissions either: (i) if an individual Contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
3. The Contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subdivision one.
4. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.

B. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

C. A Contractor obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.19 Payment

- A. Invoices: All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or e-mail. Invoices shall include the FW Purchase Order / Contract number and the Contractor FEIN. Invoices are not to be sent to the Contract Project Officer, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.
- B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at FW Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- C. Invoices: The Contractor shall submit invoices for items ordered, delivered, and accepted, directly to the Finance Department, to the attention of Accounts Payable. Invoices shall show FW Purchase Order or Contract number and are subject to review and approval by FW Project Officer.
- D. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- E. Refunds: If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.
- F. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

3.20 Price Firm Period

Contract prices shall be firm and fixed and not be subject to change during the Term of the Contract.

3.21 Price and Title

All prices are for Commodities delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW. Title for such Work shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

3.22 Purchase and Sale Transaction

Any transaction for the purchase and sale of any Commodity shall be effected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

3.23 Taxes

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax identification number is 54-6025290.

3.24 Termination of Contract

A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written Notice of termination to the Contractor. Such Notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

If, after issuance of a Notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the Notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written Notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.

B. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

3.25 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

3.26 Warranty

A. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, in first class condition, and in accordance with the Contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.

- B. Materials and equipment shall be fully guaranteed against defects in material and workmanship by conveyance of the manufacturer's minimum of one (1) year structural warranty, following date of final acceptance. Should any defect be noted by the FW, the Project Officer will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) FW does not require replacement or correction, but an equitable adjustment to the Contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to FW and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the Contract price.
- C. Work not conforming to these warranties shall be considered defective.
- D. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor other guarantees or obligations in this Contract.
- E. NOTE: Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

3.27 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.28 Insurance

- A. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- B. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor obligations under the Contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor performance under this Contract.
- C. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract.
- D. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written Notice will be given to FW before

any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:

1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000
For Construction Contracts:	
◆ Directors & Officers – Errors & Omissions	\$2,000,000

E. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor use of motor vehicles or other equipment and must cover both on-site and off-site operations.

F. Nothing contained herein will be deemed to operate as a waiver of FW’s sovereign immunity under the law.

3.29 Contractor Selection and Award of Individual Contracts; Ordering Procedures

For Lot B - As-Needed Fire Hydrants (Additional Materials), when more than one Contract is in place for the same Lot B - As-Needed Fire Hydrants (Additional Materials) Contract Items, and FW requires Additional Materials, the Contracted Item with the lowest Contracted unit price shall be ordered if its quoted delivery fulfillment date meets the needs of FW. If the quoted delivery fulfillment date for the Contracted item with the lowest Contracted unit price does not meet the needs of FW, then the next lowest Contracted item with the next lowest Contracted unit price shall be ordered if its quoted delivery fulfillment date meets the needs of FW, until all Contracted items are evaluated based on the best interests of FW for ordering. The best interests of FW for ordering shall be at the sole discretion of FW and no minimum Work is guaranteed to any Contractor.

END OF ATTACHMENT C