



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

Agreement

Contract Title: Furnish and Deliver 24" ClaVal PRV and Pilot

This Contract 2024-086 is made and entered into this 6th day of August 2024, 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 ("Contractor"), whose address is: 13900 Lowe St., Chantilly, VA 20151.

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 as requested by FW the goods and services necessary for Furnish and Deliver 24" ClaVal PRV and Newington Property Yard ("the Work"), as set forth in greater detail in Attachment A, Specifications & Scope of Work.

2. Contract Price:

The Contract Price shall be as set forth in Attachment B, Pricing 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 – Specifications & Scope of Work**
- 3.1.3. Attachment B – Pricing Schedule**

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- 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 this Contract shall commence on the date the Agreement is fully executed by FW and expiring on the last day of the 12th month following execution of the Agreement by FW ('Contract Term'), unless otherwise stated as provided in the Contract Documents.
 - 5.2. This Contract may not be renewed for any term. No representative of FW has any authority to order, direct, or request work after expiration of the Initial Contract Term. FW, at its sole discretion, has the right, but is under no obligation, to exercise a right to extend the Contract Term at the same prices, terms and conditions, until all orders are received.

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- 5.3. Unless directed otherwise by FW, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.
6. **Contract Price Adjustment:**
6.1. The Contractor agrees that prices shall remain firm for the Contract Term.
7. **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.
8. **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.
9. **Direction to Proceed:**
9.1. 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.
- 9.2. 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

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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. Estimated Quantities: No Guaranteed Minimum:

During the Initial Contract Term or any Renewal 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 and that FW has no obligation to the Contractor if no, or fewer, items or Work than any quantities estimated are required or requested by FW. Any quantities which are included in the Contract are the reasonable present expectations of those who are planning for FW for the term of Contract. The 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 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- Municipal
Ferguson Enterprises, LLC
13900 Lowe St.
Chantilly, VA 20151

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To FW: Elizabeth Dooley, CPPO, CPPB
Manager – Procurement and Inventory Control
Fairfax Water
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.

16. Delivery Requirement:

Contractor shall furnish and deliver, FOB Destination, ClaVal 24" PRV and additional ClaVal 24" pilot kit, as set forth in Attachment A - Specifications & Scope of Work, to the Newington Property Yard, located at 8001 Cinder Bed Rd, Lorton, VA 22079, prior to October 14, 2024.

Signatures Appears on Following Page

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


Ferguson Enterprises, LLC
13900 Lowe St.
Chantilly, VA 20151

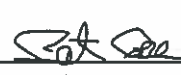
Procurement Contact:

Elizabeth Dooley
Phone: 703-289-6265
Email: edooley@fairfaxwater.org

Contractor Contact:

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

By: 
Name: Jamie Bain Hedges, P.E.
Title: General Manager
Date: 8/6/2024

By: 
Name: Patrick Burke
Title: Municipal Sales Manager
Date: August 5, 2024

Attachments:

- Attachment A Specifications & Scope of Work
- Attachment B Pricing Schedule
- Attachment C Standard Terms and Conditions
- Attachment D Certificate(s) of Insurance