

## AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 18<sup>th</sup> day of January, 2019, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **MCWANE DUCTILE** hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

### WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide 4" through 48" Ductile Iron Pipe and Accessories, as needed, in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Contractor's bid dated December 12, 2018 (Exhibit I); and FW's Invitation for Bids dated November 2, 2018 (including all addenda) (incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

## 1. CONTRACT SPECIFICATIONS AND RELATED REQUIREMENTS

### 1.1 References

Fairfax Water's Approved Products List (APL), latest version. Comply with the provisions identified in the following sections of the APL, as applicable:

1. Ductile Iron Pipe, Page 4
2. Standard Pattern Mechanical Joint Fittings, Pages 8-9
3. Compact Mechanical Joint Fittings, Pages 10-11
4. Swivel Fittings, Pages 12-13
5. Push-on Joints – Pipe, Page 37
6. Restrained Joints – Pipe, Page 38
7. Split Swivel Glands, Page 52
8. Mechanical Joint Glands, Page 54

9. Ductile Iron Restraining Glands and Gaskets, Pages 55-56  
(Note: Page 56 - Approved Manufacturer(s): Item E. Tyler/Union – TUFGRIP TLD for DIP WILL NOT BE ACCEPTED).

10. Polyethylene Tubing, Page 71

## 1.2 Standards

Product shall adhere to the latest version of all standards listed in the applicable "References" sections of the APL and any additional standards specified in the Products section of this solicitation.

## 1.3 Products

### A. Push-on Joint Ductile Iron Pipe

1. Approved Manufacturers: Identified in the applicable section of the APL.
2. General:
  - a. Pipe Materials:
    - 1) Meet requirements of ANSI/AWWA C151/A21.51.
    - 2) Laying Length: 18 or 20 feet, nominal.
  - b. Minimum Wall Thickness: Class 52, all sizes.
  - c. Pipe Markings:
    - 1) Meet applicable requirements of ANSI/AWWA C151/A21.51. In addition, stencil in white letters on all goods as follows:
      - A) Weight, class designation and casting period.
      - B) Coating or lining applicator name or trademark if different than manufacturer.
      - C) Serial number or other identification used to track goods through manufacturing process and appear on appropriate test reports.
    - 2) Gauged pipe: Mark pipe meeting outside diameter tolerance for joints with 4-inch wide green band painted on pipe barrel.

- 3) Beveled pipe: Paint permissible deflection in white letters on pipe barrel. Paint a 1½-inch wide by 2-foot long red stripe along pipe centerline at each end.
  - 4) Markings shall include the word ZINC.
- d. Cement Mortar Lining: Double thickness with seal coat meeting requirements of ANSI/AWWA C104/A21.4.
  - e. Exterior Coating: Zinc coating of pipe exterior in accordance with ISO 8179 with finishing layer of standard shop-applied bituminous topcoat.
  - f. Pipe Joints: Push-on bell and spigot type joint utilizing a single elongated grooved gasket to affect joint seal is accordance with ANSI/AWWA C111/A21.11.
  - g. Gauged Pipe: Checked by manufacturer for uniformity of roundness throughout its length.

**B. Restrained Joint Ductile Iron Pipe**

1. Approved Manufacturers: Identified in the applicable section of the APL.

2. General:

a. Pipe Materials:

1) Meet requirements of ANSI/AWWA C151/A21.51.

2) Laying Length: 18 or 20 feet, nominal.

b. Minimum Wall Thickness: Class 52, all sizes

c. Pipe Markings:

1) Meet applicable requirements of ANSI/AWWA C151/A21.51.  
In addition, stencil in white letters on all goods as follows:

A) Weight, class designation and casting period.

B) Coating or lining applicator name or trademark if different than manufacturer.

- C) Serial number or other identification used to track goods through manufacturing process and appear on appropriate test reports.
- 2) Gauged pipe: Mark pipe meeting outside diameter tolerance for joints with 4-inch wide green band painted on pipe barrel.
- 3) Markings shall include the word ZINC.
- d. Cement Mortar Lining: Double thickness with seal coat meeting requirements of ANSI/AWWA C104/A21.4.
- e. Exterior Coating: Zinc coating of pipe exterior in accordance with ISO 8179 with finishing layer of standard shop-applied bituminous topcoat.
- f. Pipe Joints:
  - 1) Restrained push-on joints shall be in accordance with ANSI/AWWA C111/A21.11.
  - 2) Minimum Pressure Rating:
    - A) 24-inch: 350 psi
    - B) 30-inch through 48-inch: 250 psi
- g. Gauged Pipe: Checked by manufacturer for uniformity of roundness throughout its length.

### C. Polyethylene Tubing

- 1. Approved Manufacturers: Identified in the applicable section of the APL.
- 2. General:
  - a. Materials: Meet requirements of ANSI/AWWA C105/A21.5.
  - b. Construction:
    - 1) Seamless 8 mil (0.2 mm) thick linear low-density co-extruded V-Bio enhanced polyethylene.
    - 2) Flat tube form, minimum width based on normal pipe diameter.

- c. Packaging and Labeling: Sealed rolls of a uniform length. Length is to be clearly marked on the exterior of each packing unit.

#### **1.4 Accessories for Pipe and Fittings**

All pipe and fittings shall be supplied with the appropriate accessories, to include:

1. Gaskets and pipe lubricant for push-on joint pipe.
2. Gaskets, pipe lubricant, locking segments and spacers for restrained joint pipe.
3. Full accessory kits (glands, gaskets, bolts, nuts and spacers) for MJ fittings and Foster adapters.

The supplier shall be responsible for calculating the number and sizes of accessories to be supplied with each order.

#### **1.5 Access to Manufacturing Plant**

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

#### **1.6 Approved Products**

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 Contract and will require approval prior to acceptance as an approved product.

#### **1.7 Condition of Materials 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 costs.

## **1.8 Estimated Quantities and Delivery Locations**

The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year and shall not be construed to represent an amount which FW shall be obligated to purchase. The exact amounts ordered may be more or less, subject to FW's actual needs. Contractor acknowledges and agrees that FW will only be responsible for the amounts actually purchased.

Orders placed by FW will normally be for delivery within Fairfax County. FW has three property yards within Fairfax County: one in located in Chantilly, Virginia, 20151, a second located in Newington, Virginia, 22079, and a third located in Falls Church, Virginia, 22046. Many orders will be delivered to working job sites. An address for delivery will be provided 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 Priority Customer**

Contractor understands and acknowledges that FW provides services that are essential to the health and welfare of the public. Failure of a Contractor to provide meters under any Contract issued pursuant to this IFB may jeopardize FW's ability to provide timely services, which may affect the health and welfare of the public served by FW. In the event of product shortages at any level of the production to delivery chain, Contractor agrees and affirms that FW will be given the earliest possible notice and the highest priority for allocation of the item(s) listed herein. To the extent that the Contractor must prioritize and/or allocate delivery among its customers, the requirements of FW will be honored before contract items are provided to a customer with no obligations with regard to the public health and welfare. To the extent that contract items are insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, the materials will be allocated in a manner deemed to be fair and reasonable to all such clients.

## **1.11 Warranty**

- A. In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.
- B. If at any time, any contract item fails to conform to the contract specifications, the Contractor shall, at no additional cost to FW, promptly replace the defective item.

If the Contractor is unable to remedy such nonconformity during a time period consistent with the requirements, FW may undertake to remedy the nonconformity and in such case Contractor shall reimburse FW for any costs thereby incurred.

- C. Provide one-year parts and labor warranty. Warranty is to be effective upon receipt at FW. Warranty is to be with either the manufacturer or a service facility authorized by the manufacturer to perform warranty services. All costs for warranty service (including shipping and insurance) shall be included in the warranty and at no additional cost to FW.

## **2 STANDARD TERMS AND CONDITIONS**

### **2.1 Term of Contract and Contract Renewal**

- A. Term: The initial term will be one year, with the option to extend the contract for up to four additional one-year periods, for a maximum total of five years.
- B. Renewal: Annual renewable contract will be renewed at the then current rates, terms and conditions unless a price adjustment is requested (see section 2.2 "Annual Economic Price Adjustment"). Issuance of a written renewal document and/or purchase order for the optional years will constitute notice of renewal. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally cancelled the contract.

### **2.2 Additional Quantities**

FW reserves the right to purchase additional quantities of the goods or services specified herein at the contractor price for up to one year from the date of contract award. Contractor agrees to provide the contract items, or the then current version of the contract items at the price original contract price.

### **2.3 Annual Economic Price Adjustment**

- A. In the case of annually renewable contracts, the Contractors may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics for the 12 month period ending 90 days prior to the end of the then current contract year. Requests for contract price increases must be submitted at least 30 days prior to the end of the contract year.

- B. Annual rate increases will be based on the Bureau of Labor (BLU) Consumer Price Index-U (CPI-U).
- C. Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.
- D. Contractor agrees to and accepts the terms of items A, B and C above for the duration of the contract.

## **2.4 Anti-Discrimination**

Contractor certifies to FW that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act.

- A. During the performance of the contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or contractor.
- C. Fairfax Water does not discriminate against faith-based organizations on the basis of the organization's religious character, or impose conditions that (a) restrict the religious character of the faith-based organization, except as provided by law, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

## **2.5 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.

## **2.6 Arrearage**

The Contractor agrees that it shall make diligent efforts to avoid becoming in arrears during the term of any Contract Awarded hereunder.

## **2.7 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.

## **2.8 Availability of Funds**

It is understood and agreed between the parties herein that FW shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **2.9 Cancellation**

FW may cancel this solicitation at any time and for any reason prior to contract award.

## **2.10 Compliance with Laws, Regulations and Codes**

The Offeror 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.

## 2.11 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 follow-on 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 purchasing contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Purchasing 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 Manager.
- 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, 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's 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 Purchasing 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.

## 2.12 Contractor's Responsibilities

- A. The Contractor shall be responsible for all products and/or services as required. The use of subcontractors is prohibited unless:
  - 1. A request to include a subcontractor is included in the bid and,
  - 2. The Contractor receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- 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's 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 damaged property, and all such work must be approved by FW Project Manager.

## 2.13 Debarment Status

Contractor certifies that it is not currently debarred by the federal government, the Commonwealth of Virginia, or any agency or department thereof from submitting a bid or proposal in connection with any procurement project and that it is not an agent of any person or entity that currently is so debarred.

## 2.14 Delivery

In the case of solicitations that require delivery to FW:

- A. Contractor guarantees delivery of contract items within the timeframe specified herein or as indicated in the Contractor's 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 the Members may be entitled to.
- B. Deliveries must be made within the delivery time specified in the bid submission document. If a delay is anticipated, the Contractor must provide as much advanced notice as possible to FW. Failure to honor a delivery schedule may result in damages to FW. The Contractor is liable for any and all costs incurred by FW due to such failures.

C. Homeland Security Advisory System: If the Homeland Security Advisor System places the water / waste water industry in Codes Orange or Red, 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's yard, FW 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's risk and expense.

## **2.15 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.

## **2.16 Examination of Records**

Contractor agrees that in any resulting contract, 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 any and all contract(s) awarded pursuant to this solicitation, 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.

## **2.17 Faith-Based Organizations**

FW does not discriminate against faith-based organizations.

## **2.18 Familiarity with Specifications**

Contractor shall bear responsibility for thoroughly examining this solicitation in its entirety.

## **2.19 Force Majeure**

If a delivery is delayed by Act of God, terrorism, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his subcontractors or supplier(s), a reasonable extension of time as FW or the Member deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, FW or the Member may in its sole discretion (i)

extend the time for delivery of the Commodity; (ii) suspend the Contract in whole or in part and obtain one or more of the Commodities elsewhere for a time, or (iii) terminate the Contract; all without liability to Contractor on the part of FW or Member, as the case may be. Contractor's request and justification shall be subject to such substantiation and further inquiries as FW or Member may require.

## **2.20 Governing Law; Venue; Waiver of Jury Trial**

Notwithstanding any provision to the contrary, this solicitation and any resulting 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.

## **2.21 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.

## **2.22 Incorporation by Reference**

This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a bid in response to this solicitation, Contractor acknowledges the VPPA and agrees to be bound by it. A copy of the VPPA is available for inspection at the Purchasing Department at FW. It is also available at the Virginia Department of General Services, Department of Purchases and Supply Website:

([http://www.eva.state.va.us/dps/Manuals/docs/VPPA\\_2008.doc](http://www.eva.state.va.us/dps/Manuals/docs/VPPA_2008.doc)).

## **2.23 Indemnification and Responsibility for Claims and Liability**

Contractor is bound by the following:

- 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's 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's 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 and all loss, including Attorneys' fees arising out of any such claim.

## **2.24 Insurance Requirements**

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, any Contractor may be required to provide a list of all insurance claims made against it within the past 36 months. FW reserves the right to reject any bid if in FW's opinion the amount or number of claims is deemed to be excessive. Contractor's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Contractor shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. 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.
- C. 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's 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's performance under this contract.
- D. 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
- E. 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

- F. 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's use of motor vehicles or other equipment and must cover both on-site and off-site operations.
- G. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

## 2.25 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, member, 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, member 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's failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

## **2.26 Pass-through Price Increases and Decreases**

- A. **Increases:** FW recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.
- B. **Decreases:** When and as pass through price increases are reduced or eliminated, the Contractor shall reduce the unit price accordingly.
- C. **Pass through price increases will not be a substitute for poor planning by the Contractor. No pass through increase will be allowed for the first contract year. In subsequent years, such requests cannot be submitted until after the sixth month of the then current contract year. Price increases will not be retroactive.**

## **2.27 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's payment with the reason for nonpayment.

2. Offerors 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 1.
  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's 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.

## **2.28 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's FEIN. Invoices are not to be sent to the contract Project Manager, 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 Manager
- 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 Contractor 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 Offeror 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.

### **2.29 Precedence of Terms**

These General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

### **2.30 Price Firm Period**

Contract pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

### **2.31 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 Commodities shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

### **2.32 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.

### 2.33 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.

### 2.34 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.

### 2.35 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.

### 2.36 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 for a period of 12 months following date of final acceptance. Should any defect be noted by the FW, the Project Manager 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's 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.

**3.0 CONTRACT TERM AND COMPENSATION**

The initial term of this agreement shall be January 18, 2019 through January 17, 2020.

Pricing shall be in accordance with the unit prices specified in the attached "Fairfax Water IFB 18-100, Pipe and Fittings Price List", Group 1- Pipe and Accessories.

**FAIRFAX COUNTY WATER AUTHORITY**

8570 Executive Park Avenue  
Fairfax, VA 22031

Phone: (703) 289-6261

Fax: (703) 289-6262

By:  \_\_\_\_\_

Name: Charles Murray

Title: General Manager

Date: 1/16/19

**MCWANE DUCTILE**

183 Sitgreaves St  
Phillipsburg, NJ 08865

Phone: (757) 262-6174

Fax: (908) 454-1026

By:  \_\_\_\_\_

Name: Gary Kurtz

Title: Asst. Sales Mgr.

Date: 1-15-19

**FAIRFAX WATER  
IFB 18-100 PIPE AND FITTINGS  
PRICE LIST**

IFB ITEM NO.	UOM	EST. QTY	DESCRIPTION	FW NO.	2019 UNIT PRICE	2019 EST. TOTAL PRICE
<b>GROUP 1- PIPE AND ACCESSORIES</b>						
<b>MCWANE DUCTILE</b>						
1	FT	7,000	4" Ductile Iron Pipe, Class 52, Zinc	29993	\$16.56	\$115,920.00
2	FT	25,000	6" Ductile Iron Pipe, Class 52, Zinc	29995	\$13.97	\$349,250.00
3	FT	35,000	8" Ductile Iron Pipe, Class 52, Zinc	29997	\$18.41	\$644,350.00
4	FT	100	10" Ductile Iron Pipe, Class 52, Zinc	29999	\$24.10	\$2,410.00
	FT		10" Ductile Iron Pipe, Class 52, GFL, Zinc	30000	\$24.10	
5	FT	15,000	12" Ductile Iron Pipe, Class 52, Zinc	30001	\$30.36	\$455,400.00
	FT		12" Ductile Iron Pipe, Class 52, GFL, Zinc	30002	\$30.36	
6	FT	100	14" Ductile Iron Pipe, Class 52, Zinc	30003	\$37.52	\$3,752.00
	FT		14" Ductile Iron Pipe, Class 52, GFL, Zinc	30004	\$37.52	
7	FT	2,000	16" Ductile Iron Pipe, Class 52, Zinc	30005	\$43.96	\$87,920.00
	FT		16" Ductile Iron Pipe, Class 52, GFL, Zinc	30006	\$43.96	
8	FT	100	20" Ductile Iron Pipe, Class 52, Zinc	30007	\$57.63	\$5,763.00
	FT		20" Ductile Iron Pipe, Class 52, GFL, Zinc	30008	\$57.63	
9	FT	1,000	24" Ductile Iron Pipe, Class 52, Zinc	30009	\$72.26	\$72,260.00
	FT		24" Ductile Iron Pipe, Class 52, GFL, Zinc	30010	\$72.26	
10	FT	100	30" Ductile Iron Pipe, Class 52, Zinc	30011	\$112.31	\$11,231.00
	FT		30" Ductile Iron Pipe, Class 52, GFL, Zinc	30012	\$112.31	
11	FT	100	36" Ductile Iron Pipe, Class 52, Zinc	30013	\$157.29	\$15,729.00
	FT		36" Ductile Iron Pipe, Class 52, GFL, Zinc	30014	\$157.29	
12	FT	100	42" Ductile Iron Pipe, Class 52, Zinc	30015	\$244.93	\$24,493.00
	FT		42" Ductile Iron Pipe, Class 52, GFL, Zinc	30016	\$244.93	
13	FT	100	48" Ductile Iron Pipe, Class 52, Zinc	30017	\$323.89	\$32,389.00
	FT		48" Ductile Iron Pipe, Class 52, GFL, Zinc	30018	\$323.89	
14	FT	500	24" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	30742	\$100.49	\$50,245.00
	FT		24" Ductile Iron Pipe, Class 52, Restrained Joint, GFL, Zinc	30749	\$100.49	
15	FT	100	30" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	30743	\$148.00	\$14,800.00
	FT		30" Ductile Iron Pipe, Class 52, Restrained Joint, GFL, Zinc	30750	\$148.00	
16	FT	100	36" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	30744	\$205.25	\$20,525.00
	FT		36" Ductile Iron Pipe, Class 52, Restrained Joint, GFL, Zinc	30751	\$205.25	
17	FT	100	48" Ductile Iron Pipe, Class 52, Restrained Joint, Zinc	30745	\$431.73	\$43,173.00
	FT		48" Ductile Iron Pipe, Class 52, Restrained Joint, GFL, Zinc	30752	\$431.73	
18	FT	75,000	V-Bio, Polytube, 3"-8" DIP, 20" LayFlat	28679	\$0.49	\$36,750.00
19	FT	16,500	V-Bio, Polytube, 12" DIP, 27" LayFlat	28680	\$0.67	\$11,055.00
20	FT	2,500	V-Bio, Polytube, 16" DIP, 41" LayFlat	28681	\$0.83	\$2,075.00
21	FT	2,500	V-Bio, Polytube, 20"-24" DIP, 54" LayFlat	28682	\$1.77	\$4,425.00
22	FT	100	V-Bio, Polytube, 30" DIP, 67" LayFlat	28683	\$2.38	\$238.00
23	FT	100	V-Bio, Polytube, 36"-42" DIP, 81" LayFlat	28684	\$2.07	\$207.00
24	FT	100	V-Bio, Polytube, 48" DIP, 95" LayFlat	28685	\$1.91	\$191.00
25	EA	50	4" Ductile Iron Pipe Restraining Gasket	739	\$28.26	\$1,413.00
26	EA	200	6" Ductile Iron Pipe Restraining Gasket	733	\$35.26	\$7,052.00
27	EA	200	8" Ductile Iron Pipe Restraining Gasket	734	\$50.20	\$10,040.00
28	EA	1	10" Ductile Iron Pipe Restraining Gasket	735	\$67.99	\$67.99
29	EA	100	12" Ductile Iron Pipe Restraining Gasket	736	\$85.48	\$8,548.00
30	EA	1	14" Ductile Iron Pipe Restraining Gasket	30746	\$98.74	\$98.74
31	EA	50	16" Ductile Iron Pipe Restraining Gasket	737	\$196.94	\$9,847.00
32	EA	25	24" Ductile Iron Pipe Restraining Gasket	738	\$444.07	\$11,101.75
<b>GROUP 1- PIPE AND ACCESSORIES EST. TOTAL</b>						<b>\$2,052,719.48</b>
<b>GROUP 2- PIPE FITTINGS AND ACCESSORIES</b>						
<b>FERGUSON WATERWORKS</b>						
1	EA	1	4" MJ Short Solid Sleeve, Zinc	30124	\$37.23	\$37.23
2	EA	1	6" MJ Short Solid Sleeve, Zinc	30125	\$59.42	\$59.42
3	EA	1	8" MJ Short Solid Sleeve, Zinc	30126	\$72.93	\$72.93
4	EA	1	10" MJ Short Solid Sleeve, Zinc	30127	\$119.09	\$119.09
5	EA	1	12" MJ Short Solid Sleeve, Zinc	30128	\$130.82	\$130.82
6	EA	1	14" MJ Short Solid Sleeve, Zinc	30129	\$230.78	\$230.78
7	EA	1	16" MJ Short Solid Sleeve, Zinc	30130	\$275.91	\$275.91
8	EA	1	20" MJ Short Solid Sleeve, Zinc	30131	\$438.35	\$438.35
9	EA	1	24" MJ Short Solid Sleeve, Zinc	30132	\$588.03	\$588.03
10	EA	25	3" MJ Long Solid Sleeve, Zinc	30109	\$50.97	\$1,274.25
11	EA	35	4" MJ Long Solid Sleeve, Zinc	30110	\$57.85	\$2,024.75
12	EA	200	6" MJ Long Solid Sleeve, Zinc	30111	\$93.89	\$18,778.00
13	EA	125	8" MJ Long Solid Sleeve, Zinc	30112	\$135.30	\$16,912.50
14	EA	25	10" MJ Long Solid Sleeve, Zinc	30113	\$164.35	\$4,108.75

15	EA	35	12" MJ Long Solid Sleeve, Zinc	30114	\$207.24	\$7,253.40
16	EA	1	14" MJ Long Solid Sleeve, Zinc	30115	\$248.12	\$248.12
17	EA	10	16" MJ Long Solid Sleeve, Zinc	30116	\$389.21	\$3,892.10
18	EA	1	18" MJ Long Solid Sleeve, Zinc	30117	\$381.99	\$381.99
19	EA	1	20" MJ Long Solid Sleeve, Zinc	30118	\$476.60	\$476.60
20	EA	5	24" MJ Long Solid Sleeve, Zinc	30119	\$816.19	\$4,080.95
21	EA	5	30" MJ Long Solid Sleeve, Zinc	30120	\$1,624.21	\$8,121.05
22	EA	5	36" MJ Long Solid Sleeve, Zinc	30121	\$2,098.03	\$10,490.15
23	EA	1	42" MJ Long Solid Sleeve, Zinc	30122	\$3,169.27	\$3,169.27
24	EA	5	48" MJ Long Solid Sleeve, Zinc	30123	\$4,387.66	\$21,938.30
25	EA	1	3" MJ 11 1/4" Bend, Zinc	29827	\$32.39	\$32.39
26	EA	1	4" MJ 11 1/4" Bend, Zinc	29828	\$51.68	\$51.68
27	EA	15	6" MJ 11 1/4" Bend, Zinc	29829	\$81.03	\$1,215.45
28	EA	15	8" MJ 11 1/4" Bend, Zinc	29830	\$102.40	\$1,536.00
29	EA	1	10" MJ 11 1/4" Bend, Zinc	29831	\$124.70	\$124.70
30	EA	15	12" MJ 11 1/4" Bend, Zinc	29832	\$192.14	\$2,882.10
31	EA	1	14" MJ 11 1/4" Bend, Zinc	29833	\$299.37	\$299.37
32	EA	15	16" MJ 11 1/4" Bend, Zinc	29834	\$417.50	\$6,262.50
33	EA	1	20" MJ 11 1/4" Bend, Zinc	29835	\$501.59	\$501.59
34	EA	5	24" MJ 11 1/4" Bend, Zinc	29836	\$844.07	\$4,220.35
35	EA	1	3" MJ 22 1/2" Bend, Zinc	29839	\$30.09	\$30.09
36	EA	10	4" MJ 22 1/2" Bend, Zinc	29840	\$55.10	\$551.00
37	EA	75	6" MJ 22 1/2" Bend, Zinc	29841	\$80.85	\$6,063.75
38	EA	75	8" MJ 22 1/2" Bend, Zinc	29842	\$112.14	\$8,410.50
39	EA	1	10" MJ 22 1/2" Bend, Zinc	29843	\$160.14	\$160.14
40	EA	15	12" MJ 22 1/2" Bend, Zinc	29844	\$202.70	\$3,040.50
41	EA	1	14" MJ 22 1/2" Bend, Zinc	29845	\$274.64	\$274.64
42	EA	5	16" MJ 22 1/2" Bend, Zinc	29846	\$393.65	\$1,968.25
43	EA	1	20" MJ 22 1/2" Bend, Zinc	29847	\$530.66	\$530.66
44	EA	5	24" MJ 22 1/2" Bend, Zinc	29848	\$895.27	\$4,476.35
45	EA	1	3" MJ 45° Bend, Zinc	29851	\$39.78	\$39.78
46	EA	50	4" MJ 45° Bend, Zinc	29852	\$55.38	\$2,769.00
47	EA	200	6" MJ 45° Bend, Zinc	29853	\$86.79	\$17,358.00
48	EA	200	8" MJ 45° Bend, Zinc	29855	\$114.12	\$22,824.00
49	EA	1	10" MJ 45° Bend, Zinc	29857	\$161.10	\$161.10
50	EA	75	12" MJ 45° Bend, Zinc	29858	\$217.88	\$16,341.00
51	EA	1	14" MJ 45° Bend, Zinc	29859	\$271.83	\$271.83
52	EA	25	16" MJ 45° Bend, Zinc	29860	\$410.55	\$10,263.75
53	EA	1	20" MJ 45° Bend, Zinc	29862	\$511.79	\$511.79
54	EA	25	24" MJ 45° Bend, Zinc	29863	\$967.60	\$24,190.00
55	EA	1	3" MJ 90° Bend, Zinc	29866	\$43.10	\$43.10
56	EA	5	4" MJ 90° Bend, Zinc	29867	\$62.21	\$311.05
57	EA	20	6" MJ 90° Bend, Zinc	29868	\$97.50	\$1,950.00
58	EA	20	8" MJ 90° Bend, Zinc	29871	\$132.28	\$2,645.60
59	EA	1	10" MJ 90° Bend, Zinc	29873	\$159.38	\$159.38
60	EA	10	12" MJ 90° Bend, Zinc	29874	\$261.69	\$2,616.90
61	EA	1	14" MJ 90° Bend, Zinc	29875	\$332.27	\$332.27
62	EA	5	16" MJ 90° Bend, Zinc	29876	\$535.28	\$2,676.40
63	EA	1	20" MJ 90° Bend, Zinc	29878	\$711.45	\$711.45
64	EA	5	24" MJ 90° Bend, Zinc	29879	\$1,316.19	\$6,580.95
65	EA	1	Offset,4" x 12",MJ,Zinc	29964	\$102.08	\$102.08
66	EA	1	Offset,4" x 18",MJ,Zinc	29965	\$129.51	\$129.51
67	EA	1	Offset,4" x 18",MJ x PE,Zinc	29966	\$151.53	\$151.53
68	EA	1	Offset,4" x 24",MJ,Zinc	29967	\$146.10	\$146.10
69	EA	1	Offset,4" x 24",MJ x PE,Zinc	29968	\$164.60	\$164.60
70	EA	1	Offset,6" x 6",MJ,Zinc	29969	\$135.89	\$135.89
71	EA	9	Offset,6" x 12",MJ,Zinc	29970	\$173.58	\$1,562.22
72	EA	1	Offset,6" x 12",MJ x PE,Zinc	29971	\$164.92	\$164.92
73	EA	5	Offset,6" x 18",MJ,Zinc	29972	\$220.43	\$1,102.15
74	EA	1	Offset,6" x 18",MJ x PE,Zinc	29973	\$198.10	\$198.10
75	EA	4	Offset,6" x 24",MJ,Zinc	29974	\$246.24	\$984.96
76	EA	1	Offset,6" x 24",MJ x PE,Zinc	29975	\$262.22	\$262.22
77	EA	6	Offset,8" x 12",MJ,Zinc	29976	\$232.96	\$1,397.76
78	EA	1	Offset,8" x 12",MJ x PE,Zinc	29977	\$251.05	\$251.05
79	EA	4	Offset,8" x 18",MJ,Zinc	29978	\$277.53	\$1,110.12
80	EA	1	Offset,8" x 18",MJ x PE,Zinc	29979	\$278.81	\$278.81
81	EA	4	Offset,8" x 24",MJ,Zinc	29980	\$382.80	\$1,531.20
82	EA	1	Offset,8" x 24",MJ x PE,Zinc	29981	\$290.61	\$290.61
83	EA	1	Offset,10" x 18",MJ,Zinc	29982	\$310.08	\$310.08
84	EA	1	Offset,10" x 24",MJ,Zinc	29983	\$521.73	\$521.73

85	EA	2	Offset,12" x 12",MJ,Zinc	29984	\$389.82	\$779.64
86	EA	2	Offset,12" x 18",MJ,Zinc	29985	\$460.64	\$921.28
87	EA	1	Offset,12" x 18",MJ x PE,Zinc	29986	\$583.77	\$583.77
88	EA	2	Offset,12" x 24",MJ,Zinc	29987	\$630.98	\$1,261.96
89	EA	1	Offset,12" x 24",MJ x PE,Zinc	29988	\$710.09	\$710.09
90	EA	1	Offset,14" x 18",MJ,Zinc	29989	\$1,345.89	\$1,345.89
91	EA	1	Offset,16" x 12",MJ,Zinc	29990	\$1,683.68	\$1,683.68
92	EA	1	Offset,16" x 18",MJ,Zinc	29991	\$1,976.84	\$1,976.84
93	EA	1	3" MJ Plug, Zinc	30021	\$21.93	\$21.93
94	EA	1	4" MJ Plug, Zinc	30022	\$26.80	\$26.80
95	EA	5	6" MJ Plug, Zinc	30023	\$44.94	\$224.70
96	EA	5	8" MJ Plug, Zinc	30024	\$61.95	\$309.75
97	EA	1	10" MJ Plug, Zinc	30025	\$81.35	\$81.35
98	EA	1	12" MJ Plug, Zinc	30026	\$104.31	\$104.31
99	EA	1	14" MJ Plug, Zinc	30027	\$166.01	\$166.01
100	EA	1	16" MJ Plug, Zinc	30028	\$262.22	\$262.22
101	EA	1	20" MJ Plug, Zinc	30030	\$326.40	\$326.40
102	EA	1	24" MJ Plug, Zinc	30031	\$560.80	\$560.80
103	EA	5	3" MJ Plug, Tapped 2", Zinc	30035	\$39.56	\$197.80
104	EA	5	4" MJ Plug, Tapped 2", Zinc	30036	\$39.24	\$196.20
105	EA	10	6" MJ Plug, Tapped 2", Zinc	30037	\$58.53	\$585.30
106	EA	5	8" MJ Plug, Tapped 2", Zinc	30038	\$74.01	\$370.05
107	EA	1	10" MJ Plug, Tapped 2", Zinc	30039	\$91.29	\$91.29
108	EA	1	12" MJ Plug, Tapped 2", Zinc	30040	\$116.75	\$116.75
109	EA	1	14" MJ Plug Tapped 2", Zinc	30041	\$172.89	\$172.89
110	EA	1	16" MJ Plug, Tapped 2", Zinc	30042	\$361.62	\$361.62
111	EA	1	20" MJ Plug, Tapped 2", Zinc	30043	\$325.13	\$325.13
112	EA	1	24" MJ Plug, Tapped 2", Zinc	30044	\$716.52	\$716.52
113	EA	1	4" Push On Plug, Zinc	30046	\$14.79	\$14.79
114	EA	1	6" Push On Plug, Zinc	30047	\$23.97	\$23.97
115	EA	1	8" Push On Plug, Zinc	30048	\$32.64	\$32.64
116	EA	1	10" Push On Plug, Zinc	30049	\$50.75	\$50.75
117	EA	1	12" Push On Plug, Zinc	30050	\$57.89	\$57.89
118	EA	1	14" Push On Plug, Zinc	30051	\$201.45	\$201.45
119	EA	1	16" Push On Plug, Zinc	30052	\$580.38	\$580.38
120	EA	1	20" Push On Plug, Zinc	30053	\$461.55	\$461.55
121	EA	1	24" Push On Plug, Zinc	30054	\$649.23	\$649.23
122	EA	1	4" Push On Plug, Tapped 2", Zinc	30059	\$20.91	\$20.91
123	EA	1	6" Push On Plug, Tapped 2", Zinc	30060	\$34.17	\$34.17
124	EA	1	8" Push On Plug, Tapped 2", Zinc	30061	\$42.33	\$42.33
125	EA	1	10" Push On Plug, Tapped 2", Zinc	30062	\$60.69	\$60.69
126	EA	1	12" Push On Plug, Tapped 2", Zinc	30063	\$67.83	\$67.83
127	EA	1	14" Push On Plug, Tapped 2", Zinc	30064	\$236.64	\$236.64
128	EA	1	16" Push On Plug, Tapped 2", Zinc	30065	\$681.87	\$681.87
129	EA	1	20" Push On Plug, Tapped 2", Zinc	30066	\$542.64	\$542.64
130	EA	1	24" Push On Plug, Tapped 2", Zinc	30067	\$576.05	\$576.05
131	EA	1	4" x 3" MJ Tee, Zinc	30135	\$70.38	\$70.38
132	EA	1	4" x 4" MJ Tee, Zinc	30136	\$86.77	\$86.77
133	EA	1	6" x 3" MJ Tee, Zinc	30137	\$110.37	\$110.37
134	EA	10	6" x 4" MJ Tee, Zinc	30138	\$131.70	\$1,317.00
135	EA	10	6" x 6" MJ Tee, Zinc	30139	\$143.88	\$1,438.80
136	EA	10	8" x 4" MJ Tee, Zinc	30140	\$145.78	\$1,457.80
137	EA	15	8" x 6" MJ Tee, Zinc	30141	\$170.50	\$2,557.50
138	EA	15	8" x 8" MJ Tee, Zinc	30142	\$197.84	\$2,967.60
139	EA	1	10" x 6" MJ Tee, Zinc	30143	\$171.36	\$171.36
140	EA	1	10" x 8" MJ Tee, Zinc	30144	\$193.29	\$193.29
141	EA	1	10" x 10" MJ Tee, Zinc	30145	\$219.30	\$219.30
142	EA	5	12" x 4" MJ Tee, Zinc	30146	\$244.99	\$1,224.95
143	EA	10	12" x 6" MJ Tee, Zinc	30147	\$256.16	\$2,561.60
144	EA	10	12" x 8" MJ Tee, Zinc	30148	\$287.10	\$2,871.00
145	EA	1	12" x 10" MJ Tee, Zinc	30149	\$277.44	\$277.44
146	EA	10	12" x 12" MJ Tee, Zinc	30150	\$357.60	\$3,576.00
147	EA	1	14" x 4" MJ Tee, Zinc	30151	\$953.19	\$953.19
148	EA	1	14" x 6" MJ Tee, Zinc	30152	\$316.97	\$316.97
149	EA	1	14" x 8" MJ Tee, Zinc	30153	\$350.63	\$350.63
150	EA	1	14" x 10" MJ Tee, Zinc	30154	\$436.05	\$436.05
151	EA	1	14" x 12" MJ Tee, Zinc	30155	\$462.83	\$462.83
152	EA	1	14" x 14" MJ Tee, Zinc	30156	\$466.65	\$466.65
153	EA	5	16" x 6" MJ Tee, Zinc	30157	\$392.19	\$1,960.95
154	EA	5	16" x 8" MJ Tee, Zinc	30158	\$526.03	\$2,630.15

155	EA	1	16" x 10" MJ Tee, Zinc	30159	\$651.08	\$651.08
156	EA	5	16" x 12" MJ Tee, Zinc	30160	\$617.90	\$3,089.50
157	EA	1	16" x 14" MJ Tee, Zinc	30161	\$792.08	\$792.08
158	EA	5	16" x 16" MJ Tee, Zinc	30162	\$767.83	\$3,839.15
159	EA	1	20" x 6" MJ Tee, Zinc	30163	\$622.20	\$622.20
160	EA	1	20" x 8" MJ Tee, Zinc	30164	\$634.95	\$634.95
161	EA	1	20" x 10" MJ Tee, Zinc	30165	\$800.96	\$800.96
162	EA	1	20" x 12" MJ Tee, Zinc	30166	\$761.69	\$761.69
163	EA	1	20" x 14" MJ Tee, Zinc	30167	\$900.92	\$900.92
164	EA	1	20" x 16" MJ Tee, Zinc	30168	\$764.24	\$764.24
165	EA	1	20" x 20" MJ Tee, Zinc	30169	\$1,065.78	\$1,065.78
166	EA	5	24" x 6" MJ Tee, Zinc	30170	\$959.23	\$4,796.15
167	EA	5	24" x 8" MJ Tee, Zinc	30171	\$972.63	\$4,863.15
168	EA	1	24" x 10" MJ Tee, Zinc	30172	\$1,218.90	\$1,218.90
169	EA	5	24" x 12" MJ Tee, Zinc	30173	\$1,108.25	\$5,541.25
170	EA	1	24" x 14" MJ Tee, Zinc	30174	\$1,407.11	\$1,407.11
171	EA	5	24" x 16" MJ Tee, Zinc	30175	\$1,371.06	\$6,855.30
172	EA	1	24" x 20" MJ Tee, Zinc	30176	\$1,310.45	\$1,310.45
173	EA	5	24" x 24" MJ Tee, Zinc	30177	\$1,562.78	\$7,813.90
174	EA	75	6" x 6" MJ Swivel Tee, Zinc	30183	\$155.10	\$11,632.50
175	EA	75	8" x 6" MJ Swivel Tee, Zinc	30185	\$186.78	\$14,008.50
176	EA	50	8" x 8" MJ Swivel Tee, Zinc	30184	\$244.35	\$12,217.50
177	EA	1	10" x 6" MJ Swivel Tee, Zinc	30186	\$181.82	\$181.82
178	EA	25	12" x 6" MJ Swivel Tee, Zinc	30187	\$261.78	\$6,544.50
179	EA	10	12" x 8" MJ Swivel Tee, Zinc	30188	\$354.99	\$3,549.90
180	EA	10	16" x 6" MJ Swivel Tee, Zinc	30189	\$446.47	\$4,464.70
181	EA	5	24" x 6" MJ Swivel Tee, Zinc	30190	\$1,039.62	\$5,198.10
182	EA	10	3" MJ Cap, Zinc	29881	\$22.97	\$229.70
183	EA	20	4" MJ Cap, Zinc	29882	\$26.48	\$529.60
184	EA	150	6" MJ Cap, Zinc	29883	\$44.55	\$6,682.50
185	EA	50	8" MJ Cap, Zinc	29884	\$61.34	\$3,067.00
186	EA	1	10" MJ Cap, Zinc	29885	\$80.07	\$80.07
187	EA	10	12" MJ Cap, Zinc	29886	\$105.91	\$1,059.10
188	EA	1	14" MJ Cap, Zinc	29887	\$129.03	\$129.03
189	EA	1	16" MJ Cap, Zinc	29888	\$205.76	\$205.76
190	EA	1	20" MJ Cap, Zinc	29889	\$263.42	\$263.42
191	EA	1	24" MJ Cap, Zinc	29890	\$454.26	\$454.26
192	EA	10	3" MJ Cap, Tapped 2", Zinc	29893	\$36.05	\$360.50
193	EA	35	4" MJ Cap, Tapped 2", Zinc	29894	\$39.24	\$1,373.40
194	EA	50	6" MJ Cap, Tapped 2", Zinc	29895	\$55.83	\$2,791.50
195	EA	25	8" MJ Cap, Tapped 2", Zinc	29896	\$72.09	\$1,802.25
196	EA	1	10" MJ Cap, Tapped 2", Zinc	29897	\$92.51	\$92.51
197	EA	10	12" MJ Cap, Tapped 2", Zinc	29898	\$118.67	\$1,186.70
198	EA	1	14" MJ Cap, Tapped 2", Zinc	29899	\$146.63	\$146.63
199	EA	5	16" MJ Cap, Tapped 2", Zinc	29900	\$254.16	\$1,270.80
200	EA	1	20" MJ Cap, Tapped 2", Zinc	29901	\$370.44	\$370.44
201	EA	1	24" MJ Cap, Tapped 2", Zinc	29902	\$472.50	\$472.50
202	EA	1	3" MJ Cross, Zinc	29905	\$78.03	\$78.03
203	EA	1	4" MJ Cross, Zinc	29906	\$152.80	\$152.80
204	EA	5	8" x 6" MJ Cross, Zinc	29907	\$205.40	\$1,027.00
205	EA	5	6" MJ Cross, Zinc	29909	\$201.83	\$1,009.15
206	EA	5	8" MJ Cross, Zinc	29910	\$214.05	\$1,070.25
207	EA	1	10" MJ Cross, Zinc	29911	\$328.57	\$328.57
208	EA	5	12" MJ Cross, Zinc	29912	\$506.57	\$2,532.85
209	EA	5	12" x 6" MJ Cross, Zinc	29913	\$303.69	\$1,518.45
210	EA	1	14" MJ Cross, Zinc	29915	\$683.91	\$683.91
211	EA	1	16" MJ Cross, Zinc	29916	\$1,289.40	\$1,289.40
212	EA	1	20" MJ Cross, Zinc	29917	\$1,800.81	\$1,800.81
213	EA	1	24" MJ Cross, Zinc	29918	\$2,289.14	\$2,289.14
214	EA	1	4" x 3" MJ Reducer, Zinc	30069	\$53.27	\$53.27
215	EA	1	6" x 3" MJ Reducer, Zinc	30070	\$68.59	\$68.59
216	EA	15	6" x 4" MJ Reducer, Zinc	30071	\$64.12	\$961.80
217	EA	15	8" x 4" MJ Reducer, Zinc	30075	\$80.68	\$1,210.20
218	EA	50	8" x 6" MJ Reducer, Zinc	30077	\$89.60	\$4,480.00
219	EA	1	10" x 4" MJ Reducer, Zinc	30079	\$116.44	\$116.44
220	EA	1	10" x 6" MJ Reducer, Zinc	30080	\$110.37	\$110.37
221	EA	1	10" x 8" MJ Reducer, Zinc	30081	\$118.99	\$118.99
222	EA	1	12" x 4" MJ Reducer, Zinc	30082	\$139.72	\$139.72
223	EA	10	12" x 6" MJ Reducer, Zinc	30083	\$134.30	\$1,343.00
224	EA	15	12" x 8" MJ Reducer, Zinc	30086	\$138.45	\$2,076.75

225	EA	5	12" x 10" MJ Reducer, Zinc	30087	\$154.08	\$770.40
226	EA	1	14" x 6" MJ Reducer, Zinc	30088	\$214.20	\$214.20
227	EA	1	14" x 8" MJ Reducer, Zinc	30089	\$213.95	\$213.95
228	EA	1	14" x 10" MJ Reducer, Zinc	30090	\$183.86	\$183.86
229	EA	1	14" x 12" MJ Reducer, Zinc	30091	\$184.62	\$184.62
230	EA	1	16" x 6" MJ Reducer, Zinc	30092	\$239.70	\$239.70
231	EA	1	16" x 8" MJ Reducer, Zinc	30093	\$233.84	\$233.84
232	EA	1	16" x 10" MJ Reducer, Zinc	30095	\$233.07	\$233.07
233	EA	5	16" x 12" MJ Reducer, Zinc	30096	\$283.91	\$1,419.55
234	EA	1	16" x 14" MJ Reducer, Zinc	30097	\$284.33	\$284.33
235	EA	1	20" x 10" MJ Reducer, Zinc	30099	\$434.01	\$434.01
236	EA	1	20" x 12" MJ Reducer, Zinc	30100	\$362.87	\$362.87
237	EA	1	20" x 14" MJ Reducer, Zinc	30101	\$372.56	\$372.56
238	EA	1	20" x 16" MJ Reducer, Zinc	30102	\$353.94	\$353.94
239	EA	1	24" x 12" MJ Reducer, Zinc	30103	\$672.77	\$672.77
240	EA	1	24" x 14" MJ Reducer, Zinc	30105	\$979.46	\$979.46
241	EA	1	24" x 16" MJ Reducer, Zinc	30106	\$709.14	\$709.14
242	EA	1	24" x 20" MJ Reducer, Zinc	30107	\$655.86	\$655.86
243	LB	5000	30" MJ Fittings, Zinc	N/A	\$2.77	\$13,850.00
244	LB	5000	36" MJ Fittings, Zinc	N/A	\$2.80	\$14,000.00
245	LB	5000	42" MJ Fittings, Zinc	N/A	\$2.98	\$14,900.00
246	LB	5000	48" MJ Fittings, Zinc	N/A	\$3.04	\$15,200.00
247	EA	150	4" Ductile Iron Restraining Gland, Epoxy	29944	\$14.88	\$2,232.00
248	EA	1000	6" Ductile Iron Restraining Gland, Epoxy	29945	\$17.50	\$17,500.00
249	EA	750	8" Ductile Iron Restraining Gland, Epoxy	29946	\$26.30	\$19,725.00
250	EA	10	10" Ductile Iron Restraining Gland, Epoxy	29947	\$38.98	\$389.80
251	EA	300	12" Ductile Iron Restraining Gland, Epoxy	29948	\$56.79	\$17,037.00
252	EA	5	14" Ductile Iron Restraining Gland, Epoxy	29949	\$75.38	\$376.90
253	EA	200	16" Ductile Iron Restraining Gland, Epoxy	29950	\$107.58	\$21,516.00
254	EA	5	20" Ductile Iron Restraining Gland, Epoxy	29951	\$189.27	\$946.35
255	EA	100	24" Ductile Iron Restraining Gland, Epoxy	29952	\$298.92	\$29,892.00
256	EA	50	30" Ductile Iron Restraining Gland, Epoxy w/ 20 ea 1" x 6-1/2" T-Bolts and Nuts	29953	\$663.65	\$33,182.50
257	EA	50	36" Ductile Iron Restraining Gland, Epoxy w/ 24 ea 1" x 6-1/2" T-Bolts and Nuts	29954	\$845.74	\$42,287.00
258	EA	5	42" Ductile Iron Restraining Gland, Epoxy w/ 28 ea 1-1/4" x 8" T-Bolts and Nuts	29955	\$1,284.33	\$6,421.65
259	EA	5	48" Ductile Iron Restraining Gland, Epoxy w/ 32 ea 1-1/4" x 8" T-Bolts and Nuts	29956	\$1,641.45	\$8,207.25
260	EA	10	Accessory Kit,4",MJ	99	\$10.85	\$108.50
261	EA	18	Accessory Kit,6",MJ	100	\$14.99	\$269.82
262	EA	20	Accessory Kit,8",MJ	101	\$16.59	\$331.80
263	EA	13	Accessory Kit,12",MJ	98	\$24.88	\$323.44
264	EA	10	Adapter,4",Restraint,Foster,Epoxy	29815	\$73.59	\$735.90
265	EA	75	Adapter,6",Restraint,Foster,Epoxy	29816	\$70.39	\$5,279.25
266	EA	75	Adapter,8",Restraint,Foster,Epoxy	29817	\$128.29	\$9,621.75
267	EA	5	Adapter,10",Restraint,Foster,Epoxy	29818	\$194.59	\$972.95
268	EA	50	Adapter,12",Restraint,Foster,Epoxy	29819	\$207.09	\$10,354.50
269	EA	25	Adapter,16",Restraint,Foster,Epoxy	29820	\$346.95	\$8,673.75
270	EA	5	Adapter,20",Restraint,Foster,Epoxy	29821	\$474.95	\$2,374.75
271	EA	10	Adapter,24",Restraint,Foster,Epoxy	29822	\$714.98	\$7,149.80
272	EA	5	Adapter,30",Restraint,Foster,Epoxy	29823	\$1,046.21	\$5,231.05
273	EA	5	Adapter,36",Restraint,Foster,Epoxy	29824	\$1,368.19	\$6,840.95
<b>GROUP 2- FITTINGS AND ACCESSORIES EST. TOTAL</b>						<b>\$795,786.30</b>